JOPLIN CITY COUNCIL
AMENDED REGULAR MEETING AGENDA
TUESDAY, APRIL 2, 2024
5th FLOOR COUNCIL CHAMBERS
602 S. MAIN ST. JOPLIN MO
6:00 P.M.

This meeting can be viewed live on KGCS-TV channel 21 and regional cable television systems including Sparklight in Joplin; or livestream at http://www.joplinmo.org/182/Video-Multimedia

Persons wishing to address the City Council regarding an item on the agenda should complete a Request to Address Council and give it to the City Clerk prior to the start of the meeting. When your name is called, approach the podium, and state your name clearly for the record. If your request pertains to a Public Hearing item, you do not need to submit a request. You will have five (5) minutes to speak.

PLEASE NOTE: No outside electronic devices are allowed to be used on City equipment without prior City approval. If you have handouts, you must provide 12 copies of the material to the City Clerk.

1. **Call To Order**
   Invocation
   Pledge of Allegiance of the United States of America

2. **Roll Call**

3. **Presentations**

   1. VFW Post 5293 Joplin South Awards Presentation

   2. Arbor Day Proclamation

   3. Fair Housing Month Proclamation

4. **Finalization Of Consent Agenda**

5. **Reports And Communications**

   1. News From The Public Information Office

6. **Citizen Requests And Petitions**

   1. Mary Price Requested To Speak On Fiscal Accountability & Honesty To Taxpayers

   2. Kevin VanStory Requested To Speak On Natural Family Month

   3. Frank Thompson Requested To Speak On The Problem Doesn't Just Go Away

   4. Brian Evans Requested To Speak On Does Joplin City Leadership Approve Of It's Committee Members Removing Citizens Signs That Oppose The City's "Prop Progress" Sales Tax Renewal On Properties Given Approval By Land Owners?

7. **Public Hearings**

   1. Public Hearing Procedures

      Documents:

PUBLIC HEARING PROCEDURES.PDF

2. COUNCIL BILL NO. 2024-259
AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District C-1 (Neighborhood Commercial) to District M-2 (Heavy Industrial) property as described below and located at the NE Corner of 15th St and Missouri Ave.

Documents:

2024-259SUMMARY.PDF
259REPORT.PDF
259APP.PDF
259MINUTES.PDF
259MAP.PDF
CB2024-259.PDF

3. COUNCIL BILL NO. 2024-260
AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District R-1 (Single-Family Residential) to District C-3 (Commercial) property as described below and located at the NW Corner of E 26th St and S Virginia Ave.

Documents:

2024-260SUMMARY.PDF
260REPORT.PDF
260APP.PDF
260MINUTES.PDF
260MAP.PDF
CB2024-260.PDF

4. COUNCIL BILL NO. 2024-261
AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District R-1 (Single-Family Residential) to District R-2 (Two-Family Residential) property as described below and located at 1921 S St Louis Ave.

Documents:

2024-261SUMMARY.PDF
261REPORT.PDF
261APP.PDF
261MINUTES.PDF
261MAP.PDF
CB2024-261.PDF

8. Consent Agenda

1. Minutes Of The March 18, 2024, City Council Meeting Minutes

Documents:

MARCH 18, 2024 MINUTES.PDF

9. **Resolutions**

10. **Ordinances - Emergency**

1. COUNCIL BILL NO. 2024-354
   AN ORDINANCE approving the contract by and between the City of Joplin and Nelson Enterprises for the demolition of the structure(s) and clearing of a lot located at 909 W A St. in the City of Joplin, Missouri, for Four Thousand Eight Hundred dollars ($4,800.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

   Documents:

   SUMMARY (GREEN) 909 W A ST (1).PDF
   BID TABULATION 909 W A ST.PDF
   PRESENTATION 909 WA ST COUNCIL.PDF
   CB 2024- 354 909 W A ST.PDF

2. COUNCIL BILL NO. 2024-355
   AN ORDINANCE approving the contract by and between the City of Joplin and Nelson Enterprises for the demolition of the structure(s) and clearing of a lot located at 1209 S Iowa Ave. in the City of Joplin, Missouri, for Four Thousand Two Hundred dollars ($4,200.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

   Documents:

   SUMMARY (GREEN) 1209 S IOWA (3).PDF
   BID TABULATION 1209 S. IOWA AVE.PDF
   PRESENTATION 1209 S IOWA AVE.PDF
   CB 2024-355 1209 S IOWA (1).PDF

3. COUNCIL BILL NO. 2024-356
   AN ORDINANCE approving the contract by and between the City of Joplin and B&D Yardbuilders for the demolition of the structure(s) and clearing of a lot located at 509 N Byers Ave. in the City of Joplin, Missouri, for Seven Thousand Three Hundred Twenty-nine dollars ($7,329.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

   Documents:

   SUMMARY 509 N BYERS.PDF
   BID SHEET 509 N. BYERS AVE. .PDF
   PRESENTATION 509 N BYERS AVE.PDF
   CB 2024-356 509 BYERS.PDF

4. COUNCIL BILL NO. 2024-357
AN ORDINANCE approving the contract by and between the City of Joplin and Clay Cole Trucking for the demolition of the structure(s) and clearing of a lot located at 2411 W Highland Ave. in the City of Joplin, Missouri, for Three Thousand dollars ($3,000.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

Documents:

SUMMARY 2411 HIGHLAND.PDF
BID SHEET 2411 W. HIGHLAND.PDF
PRESENTATION 2411 W HIGHLAND CB.PDF
CB 2024-357 HIGHLAND.PDF

5. COUNCIL BILL NO. 2024-610
AN ORDINANCE approving the purchase of annual insurance premiums from multiple insurance carriers to provide property, casualty, and liability coverage for the City of Joplin; authorizing the City Manager to execute said Contract by and on behalf of the City of Joplin; and containing an emergency clause.

Documents:

2024-610 SUMMARY PROPERTY AND CASUALTY INSURANCE RENEWAL.PDF
2024-610 ORDINANCE PROPERTY CASUALTY LIABILITY INSURANCE RENEWAL AGREEMENT.PDF
COUNCIL BILL 2024-610 EXHIBIT A INSURANCE RENEWAL PROPOSAL AND ACCEPTANCE AGREEMENT.PDF

11. Ordinances - First Reading

1. COUNCIL BILL NO. 2024-110
AN ORDINANCE approving an amended work authorization with Olsson, Inc. in the not to exceed amount of Thirty-Seven Thousand and 00/100 DOLLARS ($37,000.00) for Glendale Parallel Interceptor Improvements and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin.

Documents:

CB2024-110 SUMMARY - OLSSON WA GLENDALE.PDF
CB2024-110 ORDINANCE OLSSON WA GLENDALE.PDF
CB2024-110 AMENDED WA GLENDALE PARALLEL.PDF
CB 2024-110 EXHIBIT MAP - GLENDALE PARALLEL INTERCEPTOR WA AMENDMENT NO2.PDF

2. COUNCIL BILL NO. 2024-264
AN ORDINANCE approving the Development Agreement with ALLO Missouri,

LLC to construct a fiber optic network that is able to offer high quality, fiber optic broadband to substantially all residents, anchor institutions, and businesses in the City that are accessible using public rights-of-way and similar public easements, ways and extension and additions thereto. The Network facilities shall be owned and operated by ALLO Missouri and located within the corporate limits of the City; authorizing the City Manager to execute said contract by and on behalf of the City of Joplin.

Documents:

CB2024-264 SUMMARY ALLO MISSOURI.PDF
ALLO MISSOURI DEVELOPMENT AGREEMENT.PDF
CITY OF JOPLIN RFP_CITYWIDE FIBER OPTIC NETWORK PARTNERSHIP_ALLO RESPONSE.PDF
CITYWIDE FIBER OPTIC NETWORK PARTNERSHIP RFP 11292022.PDF
SECOND LEVEL REVIEW SCORES - INTERVIEW.PDF
CB2024-264 ORDINANCE ALLO MISSOURI DEVELOPMENT AGREEMENT.PDF

12. **Ordinances - Second Reading And Third Reading**
13. **Unfinished Business**
14. **New Business**
    1. Confirm Boards And Commissions Appointments

Joplin, built on generations of people with grit and determination, is a regional hub at the crossroads of America. Our diverse people and employers thrive because of our healthy lifestyles, exceptional neighborhoods, lifelong learning opportunities and cultural & recreational amenities.

Ad Omnia Parata

Together we are ready for anything.

Notice posted at 2:10 PM on this 1st day of April 2024 (RSMo 610.020)

PUBLIC HEARING PROCEDURES

Persons wishing to testify before the City Council are requested to follow these rules:

1. Proponents of the issue will be asked to present their information, then the opponents will be asked to testify and then rebuttal testimony may be allowed by the Council.

2. Approach the podium and state your name and address clearly for the record.

3. Please give your testimony as briefly and completely as possible. By the rules of the City Council you have five (5) minutes within which to give your testimony. Please follow the clock on the dais in front of you. You must complete your testimony within the 5 minute time limit.

4. Please do not repeat testimony that has been given previously. We want you to state your facts, but limit your information to only new information.

5. Everyone is invited to speak, however, if you have a spokesperson please allow them to speak without interrupting for applause or other demonstrations.

6. When the Public Hearing is closed by the Mayor, no additional testimony is allowed except when invited by the Mayor or other members of the Council.

7. Remember that this is a Public Hearing and all sides have a right to give testimony. Please respect their right to do so.

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

Thank you for your consideration and understanding.

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2024-259 – Rezoning

MEETING DATE:
April 1, 2024

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

REVIEWED BY:
Director of Planning, Development & Neighborhood Services – Troy Bolander
Director of Finance – Leslie Haase
City Attorney – Peter Edwards
Assistant City Manager – Tony Robyn
City Manager – Nicholas Edwards

FUNDING SOURCE:
Not applicable for this item.

SUMMARY REQUEST:
Case 009-24: NE Corner of 15th St and Missouri Ave – Rezoning – A request to rezone from District C-1 (Neighborhood Commercial) to District M-2 (Heavy Industrial) – Area Agency on Aging

BACKGROUND:
Area Agency on Aging has an existing office location at this intersection. The owners submitted a request to rezone so that they can build a storage building for food storage near their office.

Staff is recommending this item be stricken from the agenda as this use is ancillary to their existing office and is permitted by right in the current zoning district.

PLANNING & ZONING COMMISSION TESTIMONY:
Staff recommended the case be stricken. Mr. Bellairs stated he had consulted with the owners and that there would be no need for the property to be rezoned. Mr. Jackson asked if the applicant would receive a refund for the rezoning fee. Mr. Bellairs stated that they would. The applicant was not present at the meeting.

PUBLIC COMMENT;
There was no comment in favor or in opposition of this request.

RECOMMENDATIONS:
Staff recommends for Council Bill 2024-259 to be stricken
Planning & Zoning Commission recommends for Case 009-24 to be stricken (6 in Favor, 0 Opposed, 1 Absent)

ATTACHMENTS

Staff Planning Report
P&Z Commission Minutes
Applicant Materials
Map

Z&P Meeting: March 11, 2024
City Council Meeting: April 1, 2024

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

STAFF PLANNING REPORT
Rezoning

CASE 009-24 A request to rezone from District C-1 (Neighborhood Commercial) to District M-2 (Heavy Industrial)

LOCATION NE Corner of 15th St and Missouri Ave

APPLICANT Area Agency on Aging

EXISTING CONDITIONS

Zoning	Land Use	Property Size
C-1	Vacant	Approximately 0.3 Acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	R-3	R-3	M-2	C-1
Land Use	Single-Family Residential	Two-Family Residential	Office	Office/Storage and Warehousing

FUTURE LAND USE

The property is identified as Future Retail Commercial on the Future Land Use Map.

TRANSPORTATION

Streets with access	Classification	Right-of-way width
E 15th St	Arterial	80′
S Missouri Ave	Local	55′

UTILITIES

City Utilities are in place.

FLOOD PLAIN

This property is not in the flood plain.

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

The Future Land Use Map identifies the property as Future Retail Commercial. There is existing Future Industrial and existing Industrial Districts South, West, and East along 15th St. Most of the Industrial uses are small storage/warehouse buildings. The M-2 Zoning District is appropriate and compatible for this area given the existing conditions.

THE SUITABILITY OF THE SUBJECT PROPERTY FOR THE USES TO WHICH IT HAS BEEN RESTRICTED

C-1 significantly restricts the utility of this property, especially when compared to similar properties along 15th St. The M-2 zoning district will allow for Area Agency on Aging to utilize the identified property as a storage site for goods they need to store related to their services.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

Given the existing conditions of the neighborhood, the requested zoning will not negatively impact surrounding properties. The zoning district of some of the surrounding property is already M-2. The uses requested for this property are already permitted/already exist in the neighborhood.

DISCUSSION

Area Agency on Aging needs to develop a storage building for goods associated with their operations. They are requesting an M-2 Zoning District to permit Storage and Warehousing so that they can proceed with the development of this property.

Staff recommends approval of Case 009-24.

ENCLOSURES

- Map of property
- Application

Rezoning Application

Return Form to:
Planner
Joplin City Hall
602 S. Main Street
Joplin, Missouri 64801
417-624-0820 Ext. 1511
Zoning-Planning@JoplinMO.org

Office Use Only
Case No.: 009 - 24
Filing Fee: $600.00
Received: 1/11/24
Date Advertised:
Proj. No.: 24 - 029
Public Hearing Date: 3/11/24

Applicant: Marion Company, LLC dba Construction Services Group Phone No.: (417) 451 - 5743

Address: 12451 Highway 59, Neosho, Missouri 64850 Email: tyler.marion@marionllc.net

Owner: Area Agency on Aging, Region X Phone No.: (417) 781 - 7562

Address: 531 E. 15th Street, Joplin, Missouri 64804 Email: jshotwell@aaaregionx.org

Location of Property: Northeast corner of 15th Street and Missouri Avenue

Present Use of Property: Former Dentist Office and Former Contractors Office

Proposed Use of Property: Storage

Current Zoning: C-1 Requested Zoning: M-2

Surrounding Land Use and Zoning:

	Land Use	Zoning
North	Residential	R-3
South	Commercial	M-2
East	Residentail	R-3
West	Commercial Office (Area Agency on Aging, Region X)	C-1

Character of the Neighborhood: Commercial, Industrial, Residential

Relationship to Existing Zoning Pattern:

Yes No

☐ ☒ Would proposed change create a small, isolated district unrelated to surrounding districts?

☒ ☐ Are there substantial reasons why the property cannot be used in accord with existing zoning?

If yes, explain: Per pre-develpment meeting with the City of Joplin on January 9, 2024, rezoning will be required. M-2 was recommended.

Conformance with Comprehensive Plan:

Yes No

☒ ☐ Consistent with Development Policies?

☒ ☐ Consistent with Future Land Use Map?

Traffic Conditions:

Yes No

☐ ☒ Will turning movements caused by the proposed use create an undue traffic hazard?

Street(s) with Access to Property: E 15th Street & Missouri Avenue

Classification of Street(s):

Arterial ☒ Collector ☐ Local ☒

Right-of-Way Width: _____

Subdivision Platting:

Yes No

☐ ☒ Is platting required?

☒ ☐ Are lots appropriately sized?

☒ ☐ Is street right-of-way appropriately sized?

☒ ☐ Are drainage and utility easements adequately sized and provided?

Additional Platting Comments: N/A

Unique Characteristic of Property and/or Additional Comment:

Submission of Documents: The following documents are **required** at time of submission.

Yes	No	
☒	☐	Completed and signed application.
☒	☐	One copy of a legal description of the property proposed to be rezoned from a deed or certified survey. Must be legible.
☐	☐	One copy of a statement describing the reasoning for the rezoning, the impact of the proposed change, including any traffic conditions that may result; any danger from fire hazards; how the proposed change may affect the character of the surrounding properties; and how the proposed change will benefit the City of Joplin.
☒	☐	Owner Affidavit and Agent Affidavit, if applicant applying for the rezoning is not the owner of the property be rezoned.

Applications that are incomplete or missing required documents will not be processed or scheduled on an agenda to the Planning & Zoning Commission until corrected and resubmitted.

Signature: _____ **Date:** 1.10.24

Case 009-24: Rezoning

NE Corner of 15th St and Missouri Ave-Rezoning-A request to rezone from District C-1 (Neighborhood Commercial) to District M-2 (Heavy Industrial)-Area Agency on Aging.

Tyler Bellairs, City of Joplin, represented this case on behalf the City. City staff consulted with the applicant and made the recommendation for this case to be stricken. He stated the applicant was not present.

MR. ROSENBERG MOVED THAT CASE 009-24 BE STRICKEN. MR. LANDIS SECONDED THE MOTION. MOTION CARRIED. (6 IN FAVOR, 0 NAY, 1 ABSENT)

Case 009-24: Rezoning



NE Corner of 15th St and Missouri Ave – Rezoning – A request to rezone from District C-1 (Neighborhood Commercial) to District M-2 (Heavy Industrial) – Area Agency on Aging

P & Z Case 009-24
Area Agency on Aging
(P & Z Recommended to Strike)

COUNCIL BILL NO. 2024-259 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District C-1 (Neighborhood Commercial) to District M-2 (Heavy Industrial) property as described below and located at the NE Corner of 15th St and Missouri Ave.

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

Section 1. Having referred the subject matter of this ordinance to the City Planning and Zoning Commission and having given at least fifteen days' notice of time and place of hearing on same by publication in the Joplin Globe, Ordinance No. 2022-274 is hereby amended by removing from District C-1 (Neighborhood Commercial) the following described property and including in District M-2 (Heavy Industrial).

All of Lots Seventy-three (73) and Seventy-four (74) in Campbell's Fifth Addition to the City of Joplin, Jasper County, Missouri, according to the recorded plat thereof.

Section 2. That the City Clerk is hereby ordered to file this ordinance with the Zoning District Map maintained in her office and to note the changes herein provided thereon.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of_____, 2024, by a vote of _____.

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2024-260 – Rezoning

MEETING DATE:
April 1, 2024

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

REVIEWED BY:
Director of Planning, Development & Neighborhood Services – Troy Bolander
Director of Finance – Leslie Haase
City Attorney – Peter Edwards
Assistant City Manager – Tony Robyn
City Manager – Nicholas Edwards

FUNDING SOURCE:
Not applicable for this item.

SUMMARY REQUEST:
Case 010-24: NW Corner of E 26th St and S Virginia Ave – Rezoning – A request to rezone from District R-1 (Single-Family Residential) to District C-3 (Commercial) – 32nd St Plaza LLC

BACKGROUND:
The Future Land Use Map identifies the property as Future Low Density Residential. However, R-1 is not a suitable district for this property. These two lots are the only lots on the entire block with an R-1 zoning; it creates a sharp contrast regarding permitted uses. If the property were developed under the current zoning district, it would create an inconsistent pattern of development for this neighborhood. The rest of the block is currently zoned C-3.

With the commercial traffic along Main St, the existing development on the block south of this site, and the zoning district of the rest of this block, the property is best suited for commercial development. This is compatible with the policies of the Comprehensive Plan.

PLANNING & ZONING COMMISSION TESTIMONY:
Doug Melton, 32nd St. Plaza LLC, spoke on behalf of the property. He stated they requested the rezoning for lots 116 and 117 at the NW corner of Virginia Ave. and 26th St. The request is made so that the zoning of the whole block would be consistent. Everything except those two blocks is zoned C-3. Those two lots are currently zoned R-1. They would like to make the whole block consistent in anticipation of bringing a development plan to the City. He stated they had worked with City staff since the middle of last year on a development plan and getting everything ready. Once this is completed, they would be presenting development plans.

Commission asked about signage. Mr. Melton said the signage would be on Main St and the only thing visible from Virigina would be the back of the store. Mr. Rosenberg asked about buffering.

Mr. Bellairs stated that unless the property is adjacent to less intensive zoning districts, the City cannot require a landscape buffer. The City can, however, require landscaping along the Right-of-way and building frontage.

The Commission then asked about utilities. Mr. Melton stated that they would be relocating gas and electric from the alley but leaving existing utility easements and right-of-way access. There was intention to vacate the alley.

PUBLIC COMMENT;
There was no comment in favor or in opposition of this request.

RECOMMENDATIONS:
Staff recommends Approval for Council Bill 2024-260
Planning & Zoning Commission recommends Approval for Case 010-24 (6 in Favor, 0 Opposed, 1 Absent)

ATTACHMENTS
Staff Planning Report
P&Z Commission Minutes
Applicant Materials
Map

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

STAFF PLANNING REPORT
Rezoning

CASE 010-24 A request to rezone from District R-1 (Single-Family Residential) to District C-3 (Commercial)

LOCATION NW Corner of E 26th St and S Virginia Ave

APPLICANT 32nd St Plaza LLC

EXISTING CONDITIONS

Zoning	Land Use	Property Size
R-1	Vacant	Approximately 0.25 Acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	C-3	R-1	C-3 PD	C-3
Land Use	Vacant	Single-Family Residential	Restaurant	Vacant

FUTURE LAND USE

The property is identified as Future Low Density Residential on the Future Land Use Map.

TRANSPORTATION

Streets with access	Classification	Right-of-way width
E 26th St	Collector	50′
S Main St	Arterial	80′

UTILITIES

City Utilities are in place.

FLOOD PLAIN

This property is not in the flood plain.

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

The Future Land Use Map identifies the property as Future Low Density Residential. With the significant commercial traffic along Main St, the existing development on the block south of this site, and the zoning district of the rest of this block, the property is best suited for commercial development. This is compatible with the policies of the Comprehensive Plan.

THE SUITABILITY OF THE SUBJECT PROPERTY FOR THE USES TO WHICH IT HAS BEEN RESTRICTED

R-1 is not a suitable district for this property. With these two lots being the only lots on the entire block with an R-1 zoning, it creates a sharp contrast regarding permitted uses. If the property were developed under the current zoning district, it would create an inconsistent pattern of development for this neighborhood.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

As mentioned before, the rest of the block is currently zoned C-3. The request will not negatively impact any surrounding property.

DISCUSSION

The owner of this property also owns the rest of the block. Rezoning these two lots would allow for a larger site and create more opportunities for future development. It would also create a consistent pattern of zoning districts for the area.

Staff recommends approval of Case 010-24.

ENCLOSURES

- Map of property
- Application

Rezoning Application

Return Form to:
Planner
Joplin City Hall
602 S. Main Street
Joplin, Missouri 64801
417-624-0820 Ext. 1511
Zoning-Planning@JoplinMO.org

Office Use Only
Case No.: _____
Filing Fee: $600.00
Received: _____
Date Advertised: _____
Proj. No.: _____
Public Hearing Date: _____

Applicant: Douglas C. Melton, Jr.-Halff Associates Phone No.: 479-273-2209

Address: 2407 SE Cottonwood, Bentonville, AR 72712 Email: dmelton-c@halff.com

Owner: 32nd Street Plaza LLC Phone No.: 417-623-8666

Address: 2727 E. 32nd, Joplin, MO 64804 Email: christine@gilesandassociatescpa.com

Location of Property: 2526-2532 South Virginia Avenue. Lots 116 & 117 O'Keefe's Addition.

Present Use of Property: Vacant

Proposed Use of Property: Convenience Store

Current Zoning: R-1 Single-Family Residential Requested Zoning: C-3 Commercial

Surrounding Land Use and Zoning:

	Land Use	Zoning
North	Vacant	C-3 Commercial
South	Commercial	C-3 Commercial
East	Residential	R-1 SF Residential
West	Vacant	C-3 Commercial

Character of the Neighborhood: Transitional area from commercial area along South Main Street to residential district.

Relationship to Existing Zoning Pattern:

Yes	No	
☐	☒	Would proposed change create a small, isolated district unrelated to surrounding districts?
☒	☐	Are there substantial reasons why the property cannot be used in accord with existing zoning?

If yes, explain: Planning staff indicated that the lots need to be rezoned to consolidate the zoning for the remainder of the block.

Conformance with Comprehensive Plan:

Yes	No	
☒	☐	Consistent with Development Policies?
☒	☐	Consistent with Future Land Use Map?

Traffic Conditions:

Yes	No	
☐	☒	Will turning movements caused by the proposed use create an undue traffic hazard?

Street(s) with Access to Property: South Main Street, East 25th Street, East 26th Street and South Virginia Avenue.

Classification of Street(s):

Arterial ☐ Collector ☐ Local ☐

Right-of-Way Width: _____

Subdivision Platting:

Yes	No	
☐	☒	Is platting required?
☒	☐	Are lots appropriately sized?
☒	☐	Is street right-of-way appropriately sized?

☒ ☐ Are drainage and utility easements adequately sized and provided?

Additional Platting Comments: _____

_____

_____

Unique Characteristic of Property and/or Additional Comment:

The block has not been revitalized since the May 22, 2011 tornado and this development will remove an unsightly area and enhance the commercial character of South Main Street.

Submission of Documents: The following documents are **required** at time of submission.

Yes	No	
☒	☐	Completed and signed application.
☒	☐	One copy of a legal description of the property proposed to be rezoned from a deed or certified survey. Must be legible. Attached ALTA survey dated 09-27-23.
☒	☐	One copy of a statement describing the reasoning for the rezoning, the impact of the proposed change, including any traffic conditions that may result; any danger from fire hazards; how the proposed change may affect the character of the surrounding properties; and how the proposed change will benefit the City of Joplin.
☒	☐	Owner Affidavit and Agent Affidavit, if applicant applying for the rezoning is not the owner of the property be rezoned.

Applications that are incomplete or missing required documents will not be processed or scheduled on an agenda to the Planning & Zoning Commission until corrected and resubmitted.

Signature: _____ AGENT **Date:** 1-23-24

Case 010-24: Rezoning

NW Corner of E 26th St and S Virginia Ave-Rezoning-A request to rezone from District R-1 (Single-Family Residential) to District C-3 (Commercial)-32nd St. Plaza LLC.

Doug Melton, 32nd St. Plaza LLC, spoke on behalf of the property. He stated they requested that lots 116 and 117 at the NW corner of Virginia Ave. and 26th St. The request is made so that the zoning of the whole block would be consistent. Everything except those two blocks is zoned C-3. Those two lots are currently zoned R-1. They would like to make the whole block consistent in anticipation of bringing a development plan to the City. He stated they had worked with City staff since the middle of last year on a development plan and getting everything ready. Once this is completed, they would be presenting development plans.

Ms. Phillips asked if there were any questions from the Commission on Case 010-24.

Mr. Jackson said he noticed the proposed use of the property was a convenience store, and he asked about the traffic easement coming unto the property work.

Mr. Melton stated he was afraid you were going to ask that. He said actually he thought it would work quite well. He said the main access would be on the NW corner of that block off S. Main Street. They were going to leave the alley open and widen it to accommodate traffic and the transports that bring in fuel and supplies and the fire department. They would be able to come in off Main Street and exit on 25th Street and on 26th Street there would be no connection to Virginia Ave.

Mr. Jackson stated so the back of your building would be facing Virginia.

Mr. Melton said that was correct, sir.

Mr. Jackson said so you have the lot there on Main Street as well.

Mr. Melton stated they have all the lots except one and because of that one lot they have had to be creative in their site lay out. He said they would have loved to have that lot but that lot is not available evidently at any price or at any time in the foreseeable future. They have had to work around that lot. That lot would not be encroached upon. It would remain exactly like it is. The grades will stay the same. That lot would have access to all the utilities. It would continue to have access to Main St. as well as to the alley.

Mr. Jackson asked so in terms of signage that you would have; how close would it be to the Virginia block.

Mr. Melton said the signage would be on Main Street. He stated the only thing you would be able to see from Virginia St. would be the back of the store. Those two lots and the next lot north would be where the storm water detention basin would be so it would be sodded. He stated one of the Commissioners had inquired about the corner at Main and 26th there was the remains of a dog wash. Mr. Melton stated that would all be ripped out, demolished and the topsoil brought back in, and they would resod that. There were no plans to do any development on that part of the block right now.

Mr. Rosenberg stated if you look at, he had no problems with the rezoning but there needs to be some sort of buffer to protect the homes on 26th and Virginia. He said if you take a look at the lots south behind where McDonalds and Taco Bell are, we made all those planned districts to keep the traffic down a little bit so it did not exit there and disturb those R-1 homes.

Mr. Melton said he could not imagine why anyone would be going back to Virginia. You would have access off Main Street. You would be able to come in off 25th and 26th. He said the only reason he thought you would have eastbound traffic back toward Virginia would be residents doing business at the store.

Mr. Bellairs stated as far as buffering goes it is your right to make a recommendation to add a plan development layer but with the site plan review if they meet all the City code requirements for their site plan the City had to approve it otherwise the City would be liable on that matter. He said with the buffering requirements the City cannot require buffers if it is along a public right-of-way. The only time they would require buffering for any site plan development would be if they were adjacent to a less intensive zoning district so if they were a C-3 adjacent to a R-3, R-2 or R-1 at that point the City would require a buffer. They would not require it if it fronted Virginia Ave.

Mr. Melton added this is a national client that has approaching 3,000 stores and they do a very good job at presenting a very good landscaping package and they would try to make it harmonious with the neighborhood.

Mr. Jackson asked Mr. Bellairs to repeat the buffer requirements for R-2 and R-1.

Mr. Bellairs said the applicant would be required to provide streetscaping but as far as a buffer to shield from other properties the City could only require that if they are adjacent. If they have right-of-way between them. He said he was talking about a landscape buffer for less intensive uses.

Mr. Jackson thanked him for clarification.

Mr. Rosenberg asked if they were going to maintain the alley open.

Mr. Melton said yes sir. Right now, it is a 20 ft. platted alley. He stated he told Mr. Bellairs they were going to add a 15 ft. access easement so there would be a full 35 ft. three-way driveway through there. He said he did not think they had to do that but if they need to, they would make a mutual access easement so it would remain open to the public.

Mr. Bellairs stated they have not requested a vacation so access and utilities would not be impeded.

Mr. Jackson said back on the signage would there be anything possibly facing northbound because you do have a R-1 off 25th street. Any light protruding signage.

Mr. Melton said the front of the store would be facing west would have the typical store lights but they would not have anything facing north. Whatever sign would be allowed for C-3 is basically a monument sign. It would be at the corner of Main and 25th.

Ms. Phillips asked if there were any further questions from the Commission on Case 010-24.

There were none.

Ms. Phillips asked if there was any one to speak in favor of Case 010-24.

There were none.

Ms. Phillips asked if there was any one to speak in opposition of Case 010-24.

There were none.

MR. JACKSON MOVED THAT CASE 010-24 BE APPROVED AND FORWARDED TO THE CITY COUNCIL FOR APPROVAL. MR. ROSENBERG SECONDED THE MOTION. MOTION CARRIED. (6 IN FAVOR, 0 NAY, 1 ABSENT)

Case 0010-24: Rezoning



NW Corner of E 26th St and S Virginia Ave – Rezoning – A request to rezone from District R-1 (Single-Family Residential) to District C-3 (Commercial) – 32nd St Plaza LLC

P & Z Case 010-24
32nd St Plaza LLC
(P & Z Recommended Approval)

COUNCIL BILL NO. 2024-260 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District R-1 (Single-Family Residential) to District C-3 (Commercial) property as described below and located at the NW Corner of E 26th St and S Virginia Ave.

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

Section 1. Having referred the subject matter of this ordinance to the City Planning and Zoning Commission and having given at least fifteen days' notice of time and place of hearing on same by publication in the Joplin Globe, Ordinance No. 2022-274 is hereby amended by removing from District R-1 (Single-Family Residential) the following described property and including in District C-3 (Commercial).

Lots 116 and 117, O'Keefe's Addition to the City of Joplin, Missouri.

Section 2. That the City Clerk is hereby ordered to file this ordinance with the Zoning District Map maintained in her office and to note the changes herein provided thereon.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of_____, 2024, by a vote of _____.

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2024-261 – Rezoning

MEETING DATE:
April 1, 2024

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

REVIEWED BY:
Director of Planning, Development & Neighborhood Services – Troy Bolander
Director of Finance – Leslie Haase
City Attorney – Peter Edwards
Assistant City Manager – Tony Robyn
City Manager – Nicholas Edwards

FUNDING SOURCE:
Not applicable for this item.

SUMMARY REQUEST:
Case 011-24: 1921 S St Louis Ave – Rezoning – A request to rezone from District R-1 (Single-Family Residential) to District R-2 (Two-Family Residential) – Schuber Mitchell Homes

BACKGROUND:
This request is consistent with the development policies of the comprehensive plan. The surrounding area is low-density residential and low-intensity commercial. R-2 is a compatible zoning district for this pattern of development.

There are duplexes on an R-2 zoned property directly East of this location. The surrounding area will not be negatively impacted by this request.

Schuber Mitchell wants to build two single-family homes at this location. Single-family homes are typically constructed on a 65' wide lot with a minimum square footage of 7,800 square feet. The City's code allows for single-family homes to be built on 50' wide lots with a minimum density of 6,000 square feet in an R-2 zoning district. This density pattern is compatible with the existing density of the neighborhood.

PLANNING & ZONING COMMISSION TESTIMONY:
Oscar Sarceno, 2030 Mia Faith Place, Joplin, Missouri. He is a representative of Schuber Mitchell Homes. They were requesting a rezoning from R-1 to R-2 for this one property. Mr. Landis asked if they planned to put a duplex on that lot. Mr. Sarceno stated they intended on constructing two homes at this location. Mr. Bellairs explained to the Commission that the City had updated their code to allow a single family home and a duplex can both be built on a R-2 lot. The density pattern of a R-2 lot changes when you get into a two family residentials so it allows for smaller lot sizes to be created with an R-2 zoning district that you would not typically get with R-1.

PUBLIC COMMENT;
There was no comment in favor or in opposition of this request.

RECOMMENDATIONS:
Staff recommends Approval for Council Bill 2024-261
Planning & Zoning Commission recommends Approval for Case 011-24 (6 in Favor, 0 Opposed, 1 Absent)

ATTACHMENTS
Staff Planning Report
P&Z Commission Minutes
Applicant Materials
Map

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

STAFF PLANNING REPORT
Rezoning

CASE 011-24 A request to rezone from District R-1 (Single-Family Residential) to District R-2 (Two-Family Residential)

LOCATION 1921 S St Louis Ave

APPLICANT Schuber Mitchell

EXISTING CONDITIONS

Zoning	Land Use	Property Size
R-1	Vacant	Approximately 0.30 Acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	R-1	R-2	C-1	C-1 PD
Land Use	Single-Family Home	Duplexes	Office	Office

FUTURE LAND USE

The property is identified as Future Retail Commercial on the Future Land Use Map.

TRANSPORTATION

Streets with access	Classification	Right-of-way width
S St Louis Ave	Local	60′

UTILITIES

City Utilities are in place.

FLOOD PLAIN

This property is not in the flood plain.

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

This request is consistent with the development policies of the comprehensive plan. The surrounding area is low-density residential and low-intensity commercial. R-2 is a compatible zoning district for this pattern of development.

THE SUITABILITY OF THE SUBJECT PROPERTY FOR THE USES TO WHICH IT HAS BEEN RESTRICTED

R-1 restricts the utility of this property. Currently, only one single family home could be built. R-2 allows for the owner to construct a duplex, or two-single-family homes. Rezoning would allow for a greater utility of the property that is consistent with current development in the neighborhood.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

There are duplexes on an R-2 zoned property directly East of this location. The surrounding area will not be negatively impacted by this request.

DISCUSSION

Schuber Mitchell wants to build two single-family homes at this location. Single-family homes are typically constructed on a 65′ wide lot with a minimum square footage of 7,800 square feet. The City′s code allows for single-family homes to be built on 50′ wide lots with a minimum density of 6,000 square feet in an R-2 zoning District.

Staff recommends approval of Case 011-24.

ENCLOSURES

- Map of property
- Application

Rezoning Application

Return Form to:
Planner
Joplin City Hall
602 S. Main Street
Joplin, Missouri 64801
417-624-0820 Ext. 1511
Zoning-Planning@JoplinMO.org

Office Use Only
Case No.: 011-24
Filing Fee: $600.00
Received: 1/31/24
Date Advertised:
Proj. No.: 24-038
Public Hearing Date: 3/11/24

Applicant: Oscar Sarceno Phone No.: 417-388-4010

Address: 2340 S Rangeline Rd. Joplin, MO 64804 Email: osarceno@schubermitchell.com

Owner: Schuber Mitchell Homes Phone No.:

Address: 2340 S Rangeline Rd. Joplin, MO 64804 Email: osarceno@schubermitchell.com

Location of Property: 1921 S. St. Louis Ave. Joplin, MO 64804

Present Use of Property: Vacant lot

Proposed Use of Property: 2 New Single-Family Homes

Current Zoning: R1 Requested Zoning: R2

Surrounding Land Use and Zoning:

	Land Use	Zoning
North	Single Family Home	R1
South	Business	C1
East	Single Family Home	R2
West	Business	C1-PD

Character of the Neighborhood:

Relationship to Existing Zoning Pattern:

Yes	No	
☐	☒	Would proposed change create a small, isolated district unrelated to surrounding districts?
☒	☐	Are there substantial reasons why the property cannot be used in accord with existing zoning?

If yes, explain: We are proposing to build two single-family homes. To do so, zoning would have to switch to R2 zoning.

Conformance with Comprehensive Plan:

Yes	No	
☒	☐	Consistent with Development Policies?
☒	☐	Consistent with Future Land Use Map?

Traffic Conditions:

Yes	No	
☐	☒	Will turning movements caused by the proposed use create an undue traffic hazard?

Street(s) with Access to Property: _____

_____

Classification of Street(s):

Arterial ☐ Collector ☐ Local ☐

Right-of-Way Width: _____

Subdivision Platting:

Yes	No	
☒	☐	Is platting required?
☒	☐	Are lots appropriately sized?
☒	☐	Is street right-of-way appropriately sized?

☒ ☐ Are drainage and utility easements adequately sized and provided?

Additional Platting Comments: _____

_____

_____

Unique Characteristic of Property and/or Additional Comment:

_____

_____

_____

Submission of Documents: The following documents are **required** at time of submission.

Yes	No	
☒	☐	Completed and signed application.
☒	☐	One copy of a legal description of the property proposed to be rezoned from a deed or certified survey. Must be legible.
☒	☐	One copy of a statement describing the reasoning for the rezoning, the impact of the proposed change, including any traffic conditions that may result; any danger from fire hazards; how the proposed change may affect the character of the surrounding properties; and how the proposed change will benefit the City of Joplin.
☒	☐	Owner Affidavit and Agent Affidavit, if applicant applying for the rezoning is not the owner of the property be rezoned.

Applications that are incomplete or missing required documents will not be processed or scheduled on an agenda to the Planning & Zoning Commission until corrected and resubmitted.

Signature: OSCAR SARCENO **Date:** 1/24/24

Case 011-24: Rezoning

> 1921 S St. Louis Ave-Rezoning-A request to rezone from District R-1 (Single-Family Residential) to District R-2 (Two-Family Residential)-Schuber Mitchell Homes.

Oscar Sarceno, 2030 Mia Faith Place, Joplin, Missouri. He is a representative of Schuber Mitchell Homes. They were requesting a rezoning from R-1 to R-2 for this one property.

Mr. Landis asked if they planned to put a duplex on that lot.

Mr. Sarceno stated no, two homes on that lot.

Mr. Bellairs explained to the Commission that the City had updated their code to allow a single family home and a duplex can both be built on a R-2 lot. The density pattern of a R-2 lot changes when you get into a two family residentials so it allows for smaller lot sizes to be created with an R-2 zoning district that you would not typically get with R-1.

Ms. Phillips asked if there were any further questions from the Commission on Case 011-24.

There were none.

Ms. Phillips asked if there was any one to speak in favor of Case 011-24.

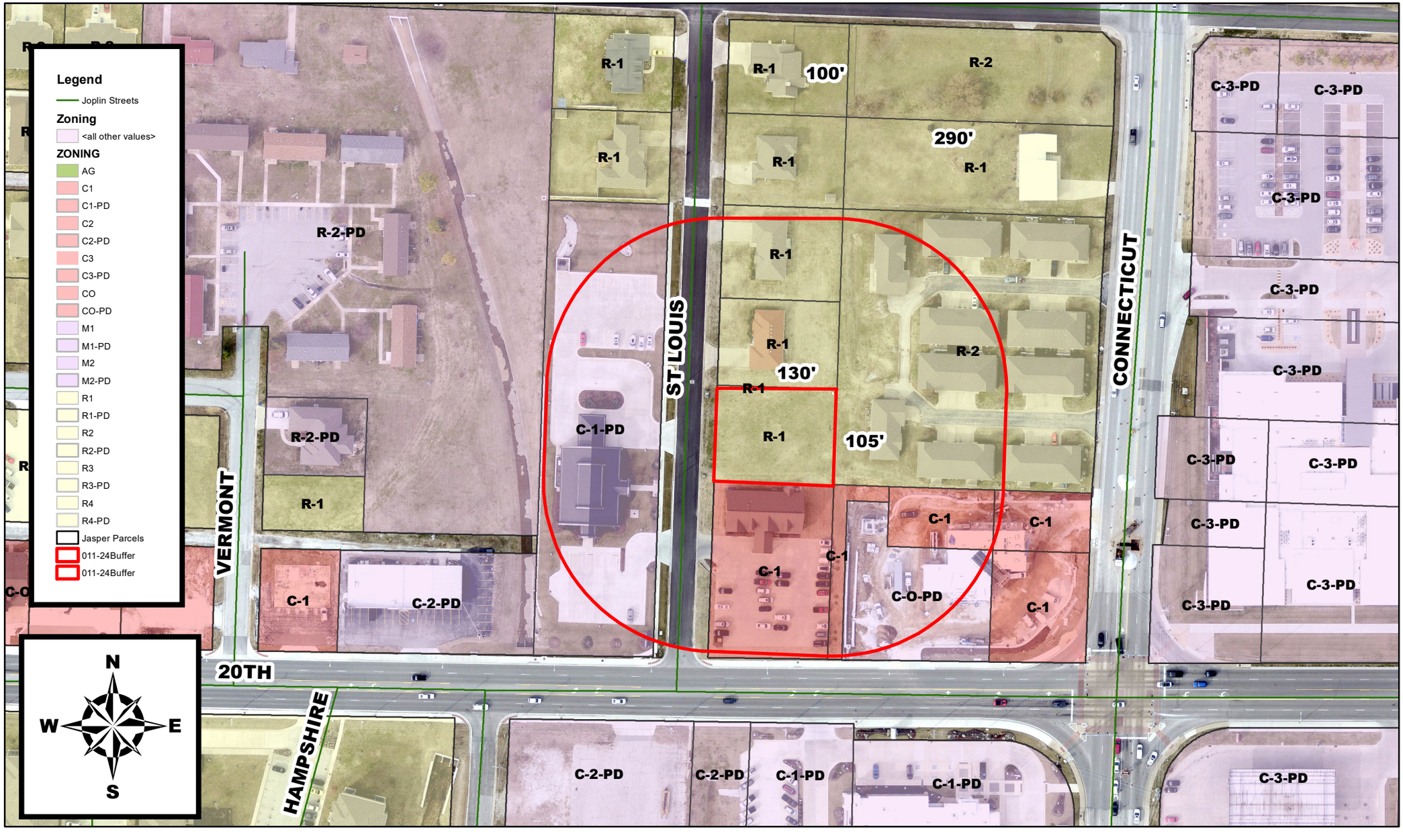
There were none.

Ms. Phillips asked if there was any one to speak in opposition of Case 011-24.

There were none.

MR. ROSENBERG MOVED THAT CASE 011-24 BE APPROVED AND FORWARDED TO THE CITY COUNCIL FOR APPROVAL. MR. LANDIS SECONDED THE MOTION. MOTION CARRIED. (6 IN FAVOR, 0 NAY, 1 ABSENT)

Case 011-24: Rezoning



0 45 90 180 270 360 Feet

1921 S St Louis Ave – Rezoning – A request to rezone from District R-1 (Single-Family Residential) to District R-2 (Two-Family Residential) – Schuber Mitchell Homes

P & Z Case 011-24
Schuber Mitchell Homes
(P & Z Recommended Approval)

COUNCIL BILL NO. 2024-261 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District R-1 (Single-Family Residential) to District R-2 (Two-Family Residential) property as described below and located at 1921 S St Louis Ave.

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

Section 1. Having referred the subject matter of this ordinance to the City Planning and Zoning Commission and having given at least fifteen days' notice of time and place of hearing on same by publication in the Joplin Globe, Ordinance No. 2022-274 is hereby amended by removing from District R-1 (Single-Family Residential) the following described property and including in District R-2 (Two-Family Residential).

A part of Lot Numbered Twenty-eight (28) In Banker's Third Addition to the City of Joplin, Jasper County, Missouri, according to the Recorded plat thereof, being described as follows: Commencing at the Northeast Cornerof Lot Numbered Twenty-nine (29) in Banker's Third Addition to the City of Joplin, Jasper County, Missouri, Thence South 02 Degrees, 08 Minutes, 07 Seconds West 395.12 feet to the Point of Beginning, Thence South 02 Degrees, 08 Minutes, 07 Seconds West 104.38 feet, Thence North 88 Degrees, 15 Minutes, 31 Seconds West 129.78 feet to the East Right-of-way line of St Louis Avenue, Thence along said East Right-of-way North 02 Degrees, 06 Minutes, 16 Seconds East 104.28 feet, Thence South 88 Degrees, 18 Minutes, 19 Seconds East 129.83 feet to the Point of Beginning, Being subject to all easements, right-of-ways, and reservations of record.

Section 2. That the City Clerk is hereby ordered to file this ordinance with the Zoning District Map maintained in her office and to note the changes herein provided thereon.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of_____, 2024, by a vote of _____.

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

JOPLIN CITY COUNCIL
MARCH 18, 2024
MEETING MINUTES

CALL TO ORDER

The March 18, 2024, regular meeting of the Joplin City Council was called to order at 6:00 p.m. by Mayor Doug Lawson.

INVOCATION was read by City Clerk Holly Nagy.

PLEDGE OF ALLEGIANCE TO THE UNITED STATES OF AMERICA was led by Mark Farnham

ROLL CALL

Answering Roll Call were Council Members: Charles Copple, Keenan Cortez, Josh DeTar, Mark Farnham, Doug Lawson, Anthony Monteleone, Phil Stinnett, and Christina Williams. Also, in attendance were City Manager Nick Edwards and City Attorney Peter Edwards.

Absent: Gary Shaw

Motion by Mr. Cortez, second by Dr. Farnham to excuse the absence of Mr. Shaw. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Monteleone, Stinnett, and Williams, 8. Nays: 0. Absent: Shaw, 1.

PRESENTATIONS

Sales and Use Update

Leslie Haase, Finance Director presented.

Sharity Homelessness Strategic Plan Report

Carol Wick, President of Sharity Global presented.

Capital Improvement Sales Tax Presentation

Ben Leavens, Chair of Capital Improvement Committee and Dan Johnson, Director of Public Works presented.

Athletic Complex Storage Facility

Paul Bloomberg, Director of Parks and Recreation presented.

FINALIZATION OF CONSENT AGENDA

REPORTS AND COMMUNICATIONS

News from the Public Information Office

For those interested in being a first responder for our community, they should attend the Joplin Public Safety Expo on Saturday, April 6. It will run from 10 am to 3 pm at the Joplin Public Safety Training Facility, 5102 N. Swede Lane.

In addition to live demonstrations and static displays, there will be opportunities to meet with the Joplin Police Department, Joplin Fire Department, Metro Emergency Transport System, and staff from Joplin Emergency Communications Center, aka Dispatch, and other Public Safety divisions. This is a great time to get your questions answered and hear from those serving in these important positions right here in Joplin.

Citizens will soon see some improvements in Cunningham Park. Parks and Recreation staff will remove the Boomtown playground for safety reasons, which will then provide space for new park amenities. This wooden playground is 13 years old and has served our community well.

Sand volleyball courts will be added to this location next year as part of the improvements included in the Parks and Stormwater projects. Other outdoor game components are also being considered for this area at Cunningham. The City is working with an outside group to help with this effort, which will reduce expenses for the department. We'll provide updates to this project as it develops.

Have a teen getting behind the wheel soon? Check out First Impact, a 90-minute traffic safety program that educates parents and teen drivers about Missouri's Graduated Driver's License law. The program is designed to reduce the number of motor vehicle fatalities, injuries and accidents among teen drivers through education and support of both the parents and their new driver.

The City of Joplin Health Department is hosting this program on Tuesday, April 2 from 6 PM to 7:30 PM at the Joplin Public Safety Training Center at 5102 Swede Lane. For more information contact the Health Department at 417-623-6122, ext. 1286 or find the news release on the city's website at joplinmo.org.

Just a quick reminder - Joplin Recycling Center is hosting a Paper Shredding Event on Saturday, April 6 from 9 a.m. to 11 a.m. This free event is held at the Recycling Center at 1310 West A Street and has a limit of 12 standard-sized file boxes per car. Non-paper materials like cardboard, packing paper and brown paper sacks will not be accepted. We also remind residents to remove binder clips CD's before bringing their papers for disposal.

The Recycling Center hosts this event to help residents clear out papers and documents with sensitive information. The Center also offers a self-serve shredder to residents year-round.

It's March, and that means Downtown Joplin Alliance is hosting another fun season of Third Thursday events with the first one will be held this Thursday, March 21. Hope to see everyone out enjoying the fun.

CITIZEN REQUESTS AND PETITIONS

Mary Price Requested to Speak on Fiscal Responsibility & Budgeted CIST items.

Ryan Jackson Requested to Speak on Sharity Global Study on Homelessness in Joplin.

Frank Thompson Requested to Speak on Joplin.

PUBLIC HEARINGS

CONSENT AGENDA

Motion by Mr. Cortez, second by Mr. DeTar to approve the Consent Agenda. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Monteleone, Stinnett, and Williams, 8. Nays: 0. Absent: Shaw, 1.

Minutes Of the March 4, 2024, City Council Meeting Minutes

COUNCIL BILL NO. 2024-101 - AN ORDINANCE approving the City of Joplin to enter into a construction agreement with Rosetta Construction, LLC in the amount of Two Million Five Hundred Fifty Thousand Six Hundred Twenty-Four and 00/100 Dollars ($2,550,624.00) for the Glendale Parallel Interceptor - Lower Reach project; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin. **Ordinance No. 2024-039.**

COUNCIL BILL NO. 2024-258 - AN ORDINANCE providing to vacate part of an alley way, lying on property described as the SE Corner of 32nd St and Connecticut Ave., City of Joplin, Newton County, Missouri. **Ordinance No. 2024-040.**

COUNCIL BILL NO. 2024-609 - AN ORDINANCE amending Chapter 82 – Offenses and Miscellaneous Provisions, Article V – Offenses Against Health and Safety, by enacting a new Section, 82-200, Unlawful Possession of a Controlled Substance. **Ordinance No. 2024-041.**

RESOLUTIONS

ORDINANCES – EMERGENCY

ORDINANCES – FIRST READING

SECOND AND THIRD READING

COUNCIL BILL NO. 2024-111

Mr. Copple introduced Council Bill No. 2024-111 - AN ORDINANCE approving an agreement and work authorization with Burns and McDonnell, Inc., Inc. in the amount of Sixty-Eight Thousand Four Hundred Twenty-Six no/100 Dollars ($68,426) for the 2025 Sewer Rate Study project and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin. Motion by Mr. Copple, second by Mr. DeTar that Council Bill No. 2024-111 move to Second Reading, advance to Third Reading and pass. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Monteleone, Stinnett, and Williams, 8. Nays: 0. Absent: Shaw, 1. **Ordinance No. 2024-042.**

COUNCIL BILL NO. 2024-257

Mr. Copple introduced Council Bill No. 2024-257 - AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District C-3 (Commercial) to District M-2 (Heavy Industrial) property as described below and located at the SW Corner of 20th and Prosperity Ave.

Motion by Mr. Copple, second by Mr. DeTar that Council Bill No. 2024-257 be tabled. Voting in favor were Council Members: Copple, Farnham, Stinnett, 3. Nays: Cortez, DeTar, Lawson, Monteleone, Williams 5. Absent: Shaw, 1. **Motion failed**.

Motion by Mr. Cortez, second by Mr. Copple to let a citizen speak. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Monteleone, Stinnett, and Williams, 8. Nays: 0. Absent: Shaw, 1.

Motion by Mr. Cortez, second by Mr. Monteleone that Council Bill No. 2024-257 move to Second Reading, advance to Third Reading and pass. Voting in favor were Council Members: Cortez, Lawson, Monteleone, and Williams, 4. Nays: Copple, DeTar, Farnham, Stinnett, 4. Absent: Shaw, 1. **Item failed.**

Mary Price and Max Myers Jr. spoke on this item.

UNFINISHED BUSINESS

NEW BUSINESS

The meeting was adjourned at 8:48 p.m.

Respectfully,

Holly Nagy, City Clerk

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill No. 2024- 354, Building Regulations

MEETING DATE
April 1, 2024

REVIEWED BY
Building Regulations-Bryan Wicklund, Director of Planning, Development & Neighborhood Services-Troy Bolander, Director of Finance-Leslie Haase, City Attorney- Peter Edwards, City Manager- Nicholas Edwards

SUMMARY
This council bill approves the contract by and between the City of Joplin and with Nelson Enterprises to remove the structures, and any remaining debris including foundation and footings located at 909 W A St.

BACKGROUND
The above listed address was "tagged" as a dangerous building on August 3, 2023. The structures were determined to be dangerous under sub sections of the Dangerous Building Code (Section 26-612, Joplin City Code). On February 23, 2024, an advertisement for bids was published in the Joplin Globe with bids being received on March 8, 2024, for the removal of structures and any reaming debris including footings and foundations. At that time bids were received as follows.

Nelson Enterprises	$4,8000.00
Clay Cole Trucking	$9,000.00
B&D Yardbuilders	$6,976.00
Big Johns	$8,900.00
USA Demolition	$7,950.00
Bunn Construction	$31,756.48

FUNDING SOURCE
This item is covered by the State/City ARPA grant.

RECOMMENDATION
City Staff recommends that the demolition removal contract be awarded to Nelson Enterprises for $4,800.00 and that it be approved on an emergency basis within the meaning of section 2.12 (1) for the immediate preservation of public health and welfare.

ATTACHMENTS
Council Bill No. 2024- 354, Photograph of Property, Bid Tabulation

CLOSING DATE:	8-Mar-24	DEPT:	Planning & Community Development
STARTING TIME	10:00 AM		
CLOSING TIME:	10:20 AM	BID OPENED BY:	Jeff Oliver/Vicky Copeland
Demolition of All Structures		LOCATION:	909 W A St.

COMPANY	BIDS
B & D Yardbuilders	$6,976.00
Big John's Heavy Equipment	$8,900.00
Freeman's Landworx, LLC	NO BID
Nelson's Enterprises	$4,800.00
USA Demolition	$7,950.00
Ground Up Services	NO BID
Clay Cole Trucking	$9,000.00
Prime Contracting	NO BID
Bunn Construction	$31,756.48


COUNCIL BILL 2024-354
909 W A ST.
08/03/2023


08/03/2023


08/03/2023


08/03/2023

COUNCIL BILL NO. 2024-354 ORDINANCE NO.

AN ORDINANCE approving the contract by and between the City of Joplin and Nelson Enterprises for the demolition of the structure(s) and clearing of a lot located at 909 W A St. in the City of Joplin, Missouri, for Four Thousand Eight Hundred dollars ($4,800.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

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

Section 1. That the contract with Nelson Enterprises in the amount of Four Thousand Eight Hundred dollars ($4,800.00) is hereby approved for the demolition of the structure(s) and clearing of lot area located at 909 W A St.

Section 2. The contractor will be paid. This item is covered by the State/City ARPA grant.

ALL OF THE EAST 42 FEET OF THE WEST 88 FEET OF LOTS NUMBERED TWO HUNDRED TEN (210) AND TWO HUNDRED ELEVEN (211) AND ALL OF THE NORTH 10 FEET OF THE WEST 46 FEET OF LOT TWOO HUNDRED ELEVEN (211), ALL IN WILSON AND HUTTON'S SECOND ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI ACCORDING TO THE RECORDED PLAT THEROF.

Section 3. That the City of Joplin declares that this ordinance is an emergency pursuant to Section 2.12(1) of the Home Rule Charter in that it is an ordinance for the immediate preservation of public peace, property, health, safety, or morals. Specifically, this ordinance approves the award of a contract to a demolition contractor for the demolition and removal of a structure determined to be dangerous by the Joplin Building Board, and because this structure has been deemed dangerous and a nuisance, its immediate removal is required to preserve public safety and health. The City Council hereby declares that this ordinance shall be in full force and effect from and after its passage.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of_____, 2024, by a vote of _____.

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill No. 2024- 355, Building Regulations

MEETING DATE
April 1, 2024

REVIEWED BY
Building Regulations-Bryan Wicklund, Director of Planning, Development & Neighborhood Services-Troy Bolander, Director of Finance-Leslie Haase, City Attorney- Peter Edwards, City Manager- Nicholas Edwards

SUMMARY
This council bill approves the contract by and between the City of Joplin and with Nelson Enterprises to remove the structures, and any remaining debris including foundation and footings located at 1209 S Iowa Ave.

BACKGROUND
The above listed address was "tagged" as a dangerous building on August 17, 2023. The structures were determined to be dangerous under sub sections of the Dangerous Building Code (Section 26-612, Joplin City Code). On February 23, 2024, an advertisement for bids was published in the Joplin Globe with bids being received on March 8, 2024, for the removal of structures and any reaming debris including footings and foundations. At that time bids were received as follows.

Nelson Enterprises	$4,2000.00
Clay Cole Trucking	$5,000.00
B&D Yardbuilders	$5,502.00
Big Johns	$8,600.00
Freeman Landworx LLC	$5,185.00
USA Demolition	$5,750.00
Bunn Construction	$35,540.19

FUNDING SOURCE
This item is covered by the State/City ARPA grant.

RECOMMENDATION
City Staff recommends that the demolition removal contract be awarded to Nelson Enterprises for $4,200.00 and that it be approved on an emergency basis within the meaning of section 2.12 (1) for the immediate preservation of public health and welfare.

ATTACHMENTS
Council Bill No. 2024- 355, Photograph of Property, Bid Tabulation

CLOSING DATE:	4-Aug-23	DEPT:	Planning & Community Development
STARTING TIME	10:00 AM		
CLOSING TIME:	10:20 AM	BID OPENED BY:	Jeff Oliver/Vicky Copeland
Demolition of All Structures		LOCATION:	1209 S Iowa Ave

COMPANY	BIDS
B & D Yardbuilders	$ 5,502.00
Big John's Heavy Equipment	$ 8,600.00
Freeman's Landworx, LLC	$ 5,185.00
Nelson's Enterprises	$ 4,200.00
USA Demolition	$ 5,750.00
Ground Up Services	NO BID
Clay Cole Truking	$ 5,000.00
Prime Contracting	NO BID
Bunn Construction	$ 35,540.19


COUNCIL BILL 2024-355
1209 S IOWA AVE.
08/17/2023


08/17/2023


08/17/2023


08/17/2023

COUNCIL BILL NO. 2024-355 ORDINANCE NO.

AN ORDINANCE approving the contract by and between the City of Joplin and Nelson Enterprises for the demolition of the structure(s) and clearing of a lot located at 1209 S Iowa Ave. in the City of Joplin, Missouri, for Four Thousand Two Hundred dollars ($4,200.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

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

Section 1. That the contract with Nelson Enterprises in the amount of Four Thousand Two Hundred dollars ($4,200.00) is hereby approved for the demolition of the structure(s) and clearing of lot area located at 1209 S Iowa Ave.

Section 2. The contractor will be paid. This item covered by the State/City ARPA grant.

ALL OF LOT NUMBERED THIRTEEN (13) IN CAMPBELL'S NINTH (9^{TH}) TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI ACCORDING TO THE RECORDED PLAT THEROF.

Section 3. That the City of Joplin declares that this ordinance is an emergency pursuant to Section 2.12(1) of the Home Rule Charter in that it is an ordinance for the immediate preservation of public peace, property, health, safety, or morals. Specifically, this ordinance approves the award of a contract to a demolition contractor for the demolition and removal of a structure determined to be dangerous by the Joplin Building Board, and because this structure has been deemed dangerous and a nuisance, its immediate removal is required to preserve public safety and health. The City Council hereby declares that this ordinance shall be in full force and effect from and after its passage.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of_____, 2024, by a vote of _____.

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill No. 2024- 356, Building Regulations

MEETING DATE
April 1, 2024

REVIEWED BY
Building Regulations-Bryan Wicklund, Director of Planning, Development & Neighborhood Services-Troy Bolander, Director of Finance-Leslie Haase, City Attorney- Peter Edwards, City Manager- Nicholas Edwards

SUMMARY
This council bill approves the contract by and between the City of Joplin and with B&D Yardbuilders to remove the structures, and any remaining debris including foundation and footings located at 509 N Byers Ave.

BACKGROUND
The above listed address was "tagged" as a dangerous building on August 9, 2023. The structures were determined to be dangerous under sub sections of the Dangerous Building Code (Section 26-612, Joplin City Code). On February 23, 2024, an advertisement for bids was published in the Joplin Globe with bids being received on March 8, 2024, for the removal of structures and any reaming debris including footings and foundations. At that time bids were received as follows.

Clay Cole Trucking	$21,500.00
B&D Yardbuilders	$7,329.00
Big Johns	$15,000.00
Bunn Construction	$68,781.57

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

FUNDING SOURCE
These payments are included in the FY 2023-24 budget of the Revolving Fund.

RECOMMENDATION
City Staff recommends that the demolition removal contract be awarded to B&D Yardbuilders for $7,329.00 and that it be approved on an emergency basis within the meaning of section 2.12 (1) for the immediate
preservation of public health and welfare.

ATTACHMENTS
Council Bill No. 2024- 355, Photograph of Property, Bid Tabulation

CLOSING DATE:	8-Mar-24	DEPT:	Planning & Community Development
STARTING TIME	10:00 AM		
CLOSING TIME:	10:20 AM	BID OPENED BY:	Jeff Oliver/Vicky Copeland
Demolition of All Structures		LOCATION:	509 N Byers Ave

COMPANY	BIDS
B & D Yardbuilders	$ 7,329.00
Big John's Heavy Equipment	$ 15,000.00
Freeman's Landworx, LLC	NO BID
Nelson's Enterprises	NO BID
USA Demolition	NO BID
Ground Up Services	NO BID
Clay Cole Trucking	$ 21,500.00
Prime Contracting	NO BID
Bunn Construction	$ 68,781.57


COUNCIL BILL 2024-356
509 N BYERS AVE
08/09/2023


08/09/2023


08/09/2023


08/09/2023

COUNCIL BILL NO. 2024-356 ORDINANCE NO.

AN ORDINANCE approving the contract by and between the City of Joplin and B&D Yardbuilders for the demolition of the structure(s) and clearing of a lot located at 509 N Byers Ave. in the City of Joplin, Missouri, for Seven Thousand Three Hundred Twenty-nine dollars ($7,329.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

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

Section 1. That the contract with B&D Yardbuilders in the amount of Seven Thousand Three Hundred Twenty-Nine dollars ($7,329.00) is hereby approved for the demolition of the structure(s) and clearing of lot area located at 509 N Byers Ave.

Section 2. The contractor will be paid in case for the portion of the work performed by him and this amount will be appropriated from the Revolving Public Improvement Fund and will be evidenced by a special tax bill made and levied against 509 N Byers Ave.

ALL OF LOT NUMBERED TEO HUNDRED TWENTY (220) IN NORTH HEIGHTS ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI ACCORDING TO THE RECORDED PLAT THEROF.

Section 3. That the City of Joplin declares that this ordinance is an emergency pursuant to Section 2.12(1) of the Home Rule Charter in that it is an ordinance for the immediate preservation of public peace, property, health, safety, or morals. Specifically, this ordinance approves the award of a contract to a demolition contractor for the demolition and removal of a structure determined to be dangerous by the Joplin Building Board, and because this structure has been deemed dangerous and a nuisance, its immediate removal is required to preserve public safety and health. The City Council hereby declares that this ordinance shall be in full force and effect from and after its passage.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of_____, 2024, by a vote of _____.

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN COUNCIL
AGENDA ITEM

ITEM
Council Bill No. 2024- 357, Building Regulations

MEETING DATE
April 1, 2024

REVIEWED BY
Building Regulations-Bryan Wicklund, Director of Planning, Development & Neighborhood Services-Troy Bolander, Director of Finance-Leslie Haase, City Attorney- Peter Edwards, City Manager- Nicholas Edwards

SUMMARY
This council bill approves the contract by and between the City of Joplin and with Clay Cole Trucking to remove the structures, and any remaining debris including foundation and footings located at 2411W Highland Ave.

BACKGROUND
The above listed address was "tagged" as a dangerous building on November 22, 2023. The structures were determined to be dangerous under sub sections of the Dangerous Building Code (Section 26-612, Joplin City Code). On February 23, 2024, an advertisement for bids was published in the Joplin Globe with bids being received on March 8, 2024, for the removal of structures and any reaming debris including footings and foundations. At that time bids were received as follows.

Nelson Enterprises	$4,2000.00
Clay Cole Trucking	$3,000.00
B&D Yardbuilders	$4,280.00
Big Johns	$5,000.00
Freeman Landworx LLC	$7,745.00
USA Demolition	$3,980.00
Bunn Construction	$29,579.19

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

FUNDING SOURCE
These payments are included in the FY 2023-24 budget of the Revolving Fund.

RECOMMENDATION
City Staff recommends that the demolition removal contract be awarded to Clay Cole Trucking for $3,000.00 and that it be approved on an emergency basis within the meaning of section 2.12 (1) for the immediate preservation of public health and welfare.

ATTACHMENTS
Council Bill No. 2024- 355, Photograph of Property, Bid Tabulation

CLOSING DATE:	8-Mar-24	DEPT:	Planning & Community Development
STARTING TIME	10:00 AM		
CLOSING TIME:	10:20 AM	BID OPENED BY:	Jeff Oliver/Vicky Copeland
Demolition of All Structures		LOCATION:	2411 W Highland Ave

COMPANY	BIDS
B & D Yardbuilders	$4,280.00
Big John's Heavy Equipment	$5,000.00
Freeman's Landworx, LLC	$7,745.00
Nelson's Enterprises	$4,200.00
USA Demolition	$3,980.00
Ground Up Services	NO BID
Clay Cole Trucking	$3,000.00
Prime Contracting	NO BID
Bunn Construction	$29,597.77


COUNCIL BILL 2024-357
2411 W HIGHLAND AVE
11/22/2023




11/29/2023



COUNCIL BILL NO. 2024-357 ORDINANCE NO.

AN ORDINANCE approving the contract by and between the City of Joplin and Clay Cole Trucking for the demolition of the structure(s) and clearing of a lot located at 2411 W Highland Ave. in the City of Joplin, Missouri, for Three Thousand dollars ($3,000.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

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

Section 1. That the contract with Clay Cole Trucking in the amount of Three Thousand dollars ($3,000.00) is hereby approved for the demolition of the structure(s) and clearing of lot area located at 2411 W Highland Ave.

Section 2. The contractor will be paid in case for the portion of the work performed by him and this amount will be appropriated from the Revolving Public Improvement Fund and will be evidenced by a special tax bill made and levied against 2411 W Highland Ave.

ALL OF LOT NUMBERED SEVENTY-FIVE (75) IN D.O. WITMER'S SUB-DIVISIONOF HIGHLAND PARKIN THE VILLAGE OF IRON GATES, JASPER COUNTY, MISSOURI ACCORDING TO THE RECORDED PLAT THEROF.

Section 3. That the City of Joplin declares that this ordinance is an emergency pursuant to Section 2.12(1) of the Home Rule Charter in that it is an ordinance for the immediate preservation of public peace, property, health, safety, or morals. Specifically, this ordinance approves the award of a contract to a demolition contractor for the demolition and removal of a structure determined to be dangerous by the Joplin Building Board, and because this structure has been deemed dangerous and a nuisance, its immediate removal is required to preserve public safety and health. The City Council hereby declares that this ordinance shall be in full force and effect from and after its passage.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of_____, 2024, by a vote of _____.

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2024-610 – Approving the purchase of insurance premiums for insurance coverage from various carriers to provide property, casualty, and liability insurance coverage to the City of Joplin.

MEETING DATE
April 1, 2024

ORIGINATING DEPT
Human Resources/Risk

ATTACHMENTS
CB 2024-610 Ordinance; Exhibit "A" cost breakdown or insurance policies.

REVIEWED BY
Department Head: Michelle Ducre; Finance Director: Leslie Haase; City Attorney: Peter Edwards; City Manager: Nick Edwards

SUMMARY
This Council Bill approves the purchase of property, casualty, and liability insurance from various providers for the City of Joplin, effective April 7, 2024 at midnight.

BACKGROUND
In January 2024, our Insurance Broker of Record, Higginbotham went to the insurance market to obtain renewal bids for the City's liability insurance policies: property, general liability, employee benefits liability, law enforcement, public entity management, public entity employment related practices, auto, auto physical damage, umbrella excess liability, medical facility professional liability, fine arts, workers' compensation, crime, cyber, drone and aviation liability. Higginbotham reviewed the quotes and prepared a renewal proposal for Council consideration and approval. Policies will be renewed on an annual basis.

In 2023, our total insurance premiums were $1,103,459, and in 2024 the premiums are $1,408,384.48. Note: The 2024 renewal has $326,371.48 additional premium for $142 million excess property coverage required to obtain the full limits of property insurance due to Chubb Insurance restructuring the limits to only $75 million. The City's property is valued at $217,664,598 million. The premium summary is attached for itemized listing of premiums for both years.

FUNDING SOURCE
These services are included in the FY 2024-2025 budget of the Liability Insurance Fund.

RECOMMENDATION
Staff recommends approval of this council bill on an emergency basis to ensure that coverage is in place before the April 7th renewal deadline.

COUNCIL BILL NO. 2024-610 ORDINANCE NO.

AN ORDINANCE approving the purchase of annual insurance premiums from multiple insurance carriers to provide property, casualty, and liability coverage for the City of Joplin; authorizing the City Manager to execute said Contract by and on behalf of the City of Joplin; and containing an emergency clause.

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

Section 1. That purchase of annual insurance premiums from multiple insurance carriers to provide property, casualty, and liability coverage for the City of Joplin, as outlined in the detailed cost breakdown from Higginbotham Insurance Agency, a true and accurate copy of said costs being attached hereto and incorporated herein by reference as Exhibit "A", be, and the same is, hereby approved.

Section 2. That the City Manager, or his designee, is hereby authorized and directed to execute said Insurance Renewal Proposal Acceptance Contract/Purchase Order by and on behalf of the City of Joplin, Missouri.

Section 3. This Ordinance is declared by the City Council to be an emergency within this meaning of Section 2.12 (3)(4), of the Home Rule Charter of the City of Joplin, Missouri, in that said Ordinance approves the purchase of insurance coverage for City buildings, property and liability, and said insurance policies need to be purchased by April 7, 2024 to avoid any lapse in coverage.

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

of _____, 2024, by a _____vote.

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

Higginbotham™

Lead with Values and Value Leads.



Municipalities Proposal

City Of Joplin

Dawson Nimmo
VP, Public Entity Special Practice

Proposal Date: March 18, 2024

Higginbotham Insurance Agency
909 E Republic RD C200 Springfield, Mo 65807
(417)334-200 | www.higginbotham.com

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Lead with values
and great people follow.

Your Business Insurance Service Team

Core Service Team

Dawson Nimmo



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Claims Reporting

reportaclaim@higginbotham.com
Available 24/7 at (844) 857-5899

SUPPLEMENTAL TO PROPOSAL

This insurance document is furnished to you as a matter of information for your convenience. It only summarizes the listed proposed policy(ies) and is not intended to reflect all terms and conditions or exclusions of each proposed policy. Moreover, the information contained in this document reflects proposed coverage as of the effective date(s) of the proposed policy(ies) and does not include subsequent changes. This document is not an insurance policy and does not amend, alter or extend the coverage afforded by the listed proposed policy(ies). The insurance afforded by the listed proposed policy(ies) is subject to all terms, exclusions and conditions of such proposed policy(ies). All coverages, coverage forms, rates, rating procedures, rating plans, deductibles and other provisions will apply in conformance with those used by the various Insurance Companies and authorized by the State Regulatory Authorities. Any provision contained herein which conflicts with State Regulations will be amended as required to conform.

Higginbotham receives a commission based on a percentage of the premium from insurance companies for placement of insurance and service of our clients. Higginbotham may be eligible for additional compensation, bonuses or awards based on volume and profitability of business placed with some insurance providers.

PROPERTY

CARRIER	Chubb | Great Northern Insurance Company
A.M. BEST RATING	A++
POLICY PERIOD	04/07/2024 – 04/07/2025
COVERAGE	Property

NAMED INSURED

- City Of Joplin

LOCATIONS

Premises Schedule	
1.	509 KENTUCKY AVE, JOPLIN, MO 64801
2.	602 S MAIN ST, JOPLIN, MO 64801
3.	303 E 3RD ST, JOPLIN, MO 64801
4.	3402 S HEARNES BLVD, JOPLIN, MO 64804
5.	2825 W 13TH ST, JOPLIN, MO 64801
6.	2717 NEWMAN RD, JOPLIN, MO 64801
7.	3223 TEXAS AVE, JOPLIN, MO 64804
8.	5302 W 32ND ST, JOPLIN, MO 64804
9.	321 E 4TH ST, JOPLIN, MO 64801
10.	4300 W 29TH ST, JOPLIN, MO 64804
11.	212 W 8TH ST, JOPLIN, MO 64801
12.	504 S SCHIFFERDECKER AVE, JOPLIN, MO 64801
13.	501 S TURK AVE, JOPLIN, MO 64801
14.	W 26TH ST, JOPLIN, MO 64804
15.	530 S SCHOOL AVE, JOPLIN, MO 64801
16.	4600 MC CLELLAND PARK BLVD, JOPLIN, MO 64804
17.	1305 E 3RD ST, JOPLIN, MO 64801
18.	2202 S JACKSON AVE, JOPLIN, MO 64804
19.	520 S SCHOOL AVE, JOPLIN, MO 64801
20.	2200 INDEPENDENCE AVE, JOPLIN, MO 64801
21.	201 E 28TH ST, JOPLIN, MO 64804
22.	3501 W 24TH ST, JOPLIN, MO 64804
23.	615 E 20TH ST, JOPLIN, MO 64804
24.	501 NE MURPHY BLVD, JOPLIN, MO 64801
25.	2931 S JACKSON AVE, JOPLIN, MO 64804
26.	1715 KANSAS AVE, JOPLIN, MO 64804
27.	3301 W 1ST ST, JOPLIN, MO 64801
28.	115 E 34TH ST, JOPLIN, MO 64804
29.	2301 GOLF LINKS RD, JOPLIN, MO 64804
30.	.5 MI SW INT RT 60 & SCHIFFERDECKER, JOPLIN, MO 64801
31.	1301 W 2ND ST, JOPLIN, MO 64801

32. 7331 STATE HWY 43, JOPLIN, MO 64801
33. 303 S HIGH AVE, JOPLIN, MO 64801
34. 130 N PORTER AVE, JOPLIN, MO 64801
35. 123 S MAIN ST, JOPLIN, MO 64801
36. 44TH & VIRGINIA BELOW GROUND, JOPLIN, MO 64801
37. 4625 N LONE ELM AVE, JOPLIN, MO 64801
38. 2860 APRICOT DR, JOPLIN, MO 64804
39. 3457 W EDDY, JOPLIN, MO 64801
40. 33RD & JACKSON, LAURA CIRCLE & 15TH & WALL, AND 25TH AND DAVIS, JOPLIN, MO 64804
41. 602 S MAIN ST, JOPLIN, MO 64801
42. 3106 SILVER CREEK RD, JOPLIN, MO 64804
43. 5102 SWEDE LN, JOPLIN, MO 64801
44. 1901 E 20TH ST, JOPLIN, MO 64804
45. 2616 S PICHER AVE, JOPLIN, MO 64804
46. STORM SIRENS VARIOUS LOCATIONS, JOPLIN, MO 64801
47. 4555 CEDAR DR, JOPLIN, MO 64804
48. 2951 N LOMA LINDA DR, JOPLIN, MO 64804
49. 300 KENSOR CT, JOPLIN, MO 64801
50. 6208 S SCENIC AVE, JOPLIN, MO 64801
51. 3023 S SCRENE LN, JOPLIN, MO 64801
52. 200 E HIGHWAY I-44, JOPLIN, MO 64801
53. 3502 ANTELOPE RD, JOPLIN, MO 64804
54. 4202 SWEDE LN, JOPLIN, MO 64801
55. 2204 GOLF LINKS, JOPLIN, MO 64801
56. 4001 TANYARD RD, JOPLIN, MO 64801
57. 3000 COUNTRY CLUB RD, JOPLIN, MO 64801
58. NOTTING HILL RD, JOPLIN, MO 64801
59. 5500 N DENNO WEAVER, JOPLIN, MO 64801
60. 5202 DENNO WEAVER, JOPLIN, MO 64801
61. 3620 W 7TH ST, JOPLIN, MO 64801
62. 20TH & BLACKCAT, JOPLIN, MO 64804
63. 17TH & CLEVELAND, JOPLIN, MO 64801
64. 2730 ST JOHNS BLVD, JOPLIN, MO 64801
65. JOPLIN PLAZA BY VATTEROTT BLDG, JOPLIN, MO 64801
66. 6720 E 30TH STREET, JOPLIN, MO 64804

PERILS INSURED

Risks of Direct Physical Loss, Including Theft of Contents and Limited Transit Subject to Policy Terms, Conditions and Exclusions.

PROPERTY

BLANKET LIMITS

Coverage	Limit
Building – Margin Clause 110%	$75,000,000
Business Personal Property – Margin Clause 110%	Included Above
Business Income and Extra Expense	$2,500,000
Business Income – Loss of Utilities – Overhead Lines	$250,000
EDP Property on Premises	$3,426,774
Paved Surfaces	$400,000
Loss Limit of Insurance – Applies to each occurrence; and for all premises coverages, additional coverages or other coverages	$75,000,000

DEDUCTIBLE

**Deductible is Per Occurrence unless otherwise stated.*

- $100,000
- Waiting Period: 24 Hours
- Extended Period: Unlimited

The information shown above applies to:

- •all premises coverages;
- •all additional coverages; and
- •debris removal coverage,
- And all premises, unless corresponding specific information is shown as applicable to a specific premises or coverage.

Wind/Hail/Hurricane

- Applies to locations 1-66
- 2% subject to a $100,000 minimum
- Waiting Period Per Premises/Per Occurrence (Consecutive Hours) - 72 Hours

ADDITIONAL COVERAGES

Coverage	Limit
Machinery Breakdown	Included
Errors or Omissions	$1,000,000
Mobile Equipment – Loss Payment Basis is Actual Cash Value	$9,649,844
Ocean Cargo Goods in Transit	$50,000

Personal Property in Transit	$500,000
Prohibition of Access Per Occurrence Limit Annual Aggregate Limit	 $50,000 $100,000
Earthquake w/EQSL Sub Limit	Limit
Policy Annual Aggregate Limit	$25,000,000
Earthquake W/EQSL Sub Limit	
Premises 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 66	
Premises Annual Aggregate Limit	$25,000,000
Per Occurrence Limit	$25,000,000
Property Damage Per Premises/Per Occurrence Dollar Deductible	$100,000
Waiting Period Per Premises/Per Occurrence (Consecutive Hours)	48 Hours
Flood	Limit
Policy Annual Aggregate Limit	$15,000,000
Flood – Inundation, Back-Up and Mud Flow Included	
Premises 1, 2, 3, 4, 5, 8, 9, 11, 18, 27, 28, 43, 45, 54, 66	
Premises Annual Aggregate Limit	$15,000,000
Per Occurrence Limit	$15,000,000
Per Occurrence Waiting Period (Consecutive Hours)	48 Hours
Per Occurrence Dollar Deductible	$100,000
Premises 6, 7, 12, 14, 17, 31, 32, 33, 34, 35, 39, 42	
Premises Annual Aggregate Limit	$2,500,000
Per Occurrence Limit	$2,500,000
Per Occurrence Waiting Period (Consecutive Hours)	72 Hours
Per Occurrence Dollar Deductible	$100,000
Premises 10, 13, 15, 16, 19, 20, 21, 22, 23, 24, 25, 26, 29, 30, 36, 37, 38, 40, 41, 44, 46, 47, 48, 49, 50, 51, 52, 53, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65	
Premises Annual Aggregate Limit	$500,000

Explanations are in general terms and do not change or replace the terms or conditions of the policies.

Per Occurrence Limit	$500,000
Per Occurrence Waiting Period (Consecutive Hours)	72 Hours
Per Occurrence Dollar Deductible	$500,000

NOTABLE ENDORSEMENTS

Note: Refer to policy for complete list.

- Form 80-02-1435, Margin Clause Percentage - The margin percentage is 110% of reported values per category and applies to building and personal property. The maximum recovery caused by a covered peril is 110% of reported values per the most recent statement of values provided to Chubb.

SUBJECT TO

- Verification of SOV

PREMIUM

$305,812 Terrorism can be added for an additional $10,543

CUSTOMARQ PROPERTY HIGHLIGHTS

The precise coverage afforded is subject to the terms and conditions of the policies issued. The following features are subject to change based upon underwriting and may or may not be available or apply to your policy.

VALUATION

Replacement Cost
Cost of Replacement at any Location
Brands & Labels
Construction Fees
Customs Duties
Extended Warranties
Ordinance or Law
Selling Price on Finished Stock and Sold Personal Property
Replacement Cost on Personal Property of Others, Business Personal Property You Lease and Personal Property of Employees
Replacement Cost on Research and Development Property if repaired, replaced or reproduced
Valuation on Tenants' I & B when not replaced – ACV
24 Months to Decide to Repair or Replace

$ 500,000 BLANKET LIMIT OF INSURANCE

The automatic blanket limit applies to:

Accounts Receivable
Electronic Data Processing Property
Fine Arts
Leasehold Interest - Bonus Payment, Prepaid Rent, Sublease Profit, Tenants' Lease Interest
Leasehold Interest - Undamaged Tenant's Improvements & Betterments
Non-Owned Detached Trailers
Outdoor Trees, Shrubs, Plants or Lawns
Pair and Set
Personal Property of Employees
Public Safety Service Charges
Research and Development Property
Valuable Papers

The Blanket Limit of Insurance applies over all of the coverages shown above and may be apportioned at the time of loss. This Blanket Limit of Insurance applies separately at each covered premises shown in the Declarations and is subject to the Property Deductible specified in the Declarations.

Separate specific Limits of Insurance may be purchased for any of these coverages. If purchased, the blanket limit of insurance will apply in addition to the specific limit.

ADDITIONAL PROPERTY COVERAGES

The following Additional Coverages apply separately at each of your premises. In this proposal, any additional limits for these coverages that you have purchased are indicated at the described premises to which the increased limits apply. A policy level deductible applies to each of the Additional Coverages, unless otherwise indicated below or at the described premises.

Any other location for:	
Accounts Receivable	$ 75,000
Building Components	$ 75,000
EDP Property	$ 75,000
Fine Arts	$ 75,000
Personal Property	$ 75,000
R&D Property	$ 75,000
Valuable Papers	$ 75,000
Debris Removal	
25% of direct damage loss, plus:	
Premises Shown in the Declarations	$ 500,000
Any Other Location	$ 50,000
In Transit	$ 50,000
Deferred Payments	$ 50,000
Exhibition, Fair or Trade Show:	
EDP Property	$ 75,000
Fine Arts	$ 75,000
Personal Property	$ 75,000
Extra Expense	$ 250,000
Fungus Clean-Up or Removal	$ 50,000
Installation:	
Any Job Site	$ 50,000
In Transit	$ 50,000

In Transit for:	
Accounts Receivable	$ 50,000
Building Components	$ 50,000
EDP Property	$ 50,000
Fine Arts	$ 50,000
Personal Property	$ 50,000
Valuable Papers	$ 50,000
Loss of Master Key	$ 25,000
Loss Prevention Expenses	$ 25,000
Mobile Communication Property Minimum Deductible $3,500	$ 25,000
Money & Securities:	
On Premises	$ 25,000
Off Premises	$ 25,000
Pollutant Cleanup or Removal	$ 50,000
Processing Water	$ 25,000
Preparation of Loss Fees	$ 25,000

Newly Acquired Premises Or Newly Acquired Or Constructed Property for 180 days

Building	$5,000,000
Personal Property	$2,500,000
Personal Property at Existing Premises	$ 100,000
EDP Equipment	$2,500,000
Electronic Data	$ 250,000
Communication Property	$ 250,000
Fine Arts	$ 50,000

BUSINESS INCOME

The limits of insurance shown below are provided for the coverages shown at no additional cost to you. You may purchase increased limits of insurance for an additional premium.

	Limit of Insurance
Any Other Location	$ 50,000
Contractual Penalties	$ 25,000
Loss of Utilities (excludes Overhead Trans. Lines)	$ 25,000
Exhibition, Fair or Trade Show	$ 25,000
Ingress & Egress	$ 50,000
Newly Acquired Premises – Business Income	$250,000 for 180 days
Pollutant Clean-Up or Removal	$ 25,000
Preparation of Loss Fees	$ 25,000
Worldwide Dependent Business Premises	$250,000

PROPERTY

CARRIER Chubb European Group SE | RPS

A.M. BEST RATING A++

POLICY PERIOD 04/07/2024 – 04/07/2025

COVERAGE Excess Property Layer

NAMED INSURED

- City Of Joplin

PERILS INSURED

All Risks excluding Earthquake / Flood / Terrorism

PARTICIPATION

Coverage	Limit
Excess of $75,000,000	$217,664,598.99
Values Limitation Clause 110%	Included Above
TIV *(includes $2,500,000 of total reported 12-month Time Element values)*	$217,739,598.99

PREMIUM

$326,371.48

25% Minimum Earned Premium

PROPERTY ADDRESSES AND LIMITS

Physical Address	Bldg Limit	Cont Limit	Mobile Equip	EDP	Occupancy
509 KENTUCKY	219,821	31,019	-	-	RECORDS STORAGE FACILITY
602 S. MAIN	34,549,029	1,418,820	-	-	CITY HALL
303 E. THIRD ST.	11,502,500	6,407,139	-	-	Public Justice Safety Center FIRE STATION #1 / MAIN POLICE
R 313 E. THIRD ST.	166,920	10,120	4,000	-	POLICE GARAGE
313 E. THIRD ST.	369,150	10,700	140,000	-	EVIDENCE BUILDING
309 E. THIRD ST.	-	165,850	-	-	RADIO TRANS STA
2R 309 E. THIRD ST.	-	-	-	-	TOWER & ANTENNA
303 E. THIRD ST.	-	141,240	-	-	GENERATOR W/ TRANSFER SWITCH (750 KW)
3402 S HEARNES BLVD.	1,712,000	321,000	-	-	FIRE STATION #4
2825 W JUNGE BLVD.	1,819,000	321,000	-	-	FIRE STATION #2
2717 NEWMAN ROAD	770,400	187,250	-	-	FIRE STATION #3
2717 NEWMAN ROAD	-	-			PLYMOVENT SYSTEM
2717 NEWMAN ROAD	3,745	9,095	-	-	STORAGE SHED
2717 NEWMAN ROAD	2,675	2,675	-	-	STORAGE SHED
3223 TEXAS ST.	823,900	187,250	-	-	FIRE STATION #5
3223 TEXAS ST.	-	-	-	-	PLYMOVENT SYSTEM
3223 TEXAS ST.	3,745	9,095	-	-	STORAGE SHED
5302 W. 32ND ST.	2,247,000	267,500	-	-	FIRE STATION #6
12TH & HIGHVIEW	28,982	-	-	-	STORM SIREN
1311 SCHIFFERDECKER	28,982	-	-	-	STORM SIREN
20TH & BIRD	28,982	-	-	-	STORM SIREN
22ND & ILLINOIS	28,982	-	-	-	STORM SIREN
26TH & DOUGLAS	28,982	-	-	-	STORM SIREN
26TH & JEFFERSON	28,982	-	-	-	STORM SIREN
32ND & BLACK CAT	28,982	-	-	-	STORM SIREN
32ND & MAIDEN LANE	28,982	-	-	-	STORM SIREN
32ND & PRIGMORE/ KODIAC	28,982	-	-	-	STORM SIREN
32ND & REINMILLER	28,982	-	-	-	STORM SIREN
32ND & TEXAS	28,982	-	-	-	STORM SIREN
3304 W 1ST	28,982	-	-	-	STORM SIREN

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35TH & RUBY WAY	28,982	-	-	-	STORM SIREN
4083 COYOTE DR.	28,982	-	-	-	STORM SIREN
44TH & OAKLAWN	28,982	-	-	-	STORM SIREN
4TH & ADELE	28,982	-	-	-	STORM SIREN
4TH & HIGH	28,982	-	-	-	STORM SIREN
DOVER HILL	28,982	-	-	-	STORM SIREN
F & SERGEANT	28,982	-	-	-	STORM SIREN
JOPLIN/ WEBB CITY IND PARK	28,982	-	-	-	STORM SIREN
MEMORIAL HALL	28,982	-	-	-	STORM SIREN
MSSU	28,982	-	-	-	STORM SIREN
PATTERSON & QUINCY	28,982	-	-	-	STORM SIREN
PHEASANT RUN & QUAIL RIDGE	28,982	-	-	-	STORM SIREN
SWEDE LANE	28,982	-	-	-	STORM SIREN
44TH & mCcLELLAND BLVD. IN PARK	28,982	-	-	-	STORM SIREN
50TH & MAIN - WILDCAT GLADES	28,982	-	-	-	STORM SIREN
SILVER CREEK - MIDDLETON & IVY	28,982	-	-	-	STORM SIREN
WEST REST AREA ON I-44	28,982	-	-	-	STORM SIREN
FD STATION #6 AT 5302 W.32ND	28,982	-	-	-	STORM SIREN
JOPLIN REGIONAL AIRPORT	27,820	-	-	-	STORM SIREN
TRAVIS ACRES RD & NEWMAN RD.	27,820	-	-	-	STORM SIREN
5102 Swede Lane	6,687,500	802,500	-	-	Public Safety Training Facility
321 E. FOURTH STREET	2,354,000	127,422	-	-	HEALTH/WIC OFFICE
NEW ANIMAL CONTROL GARAGE	246,100	-	-	-	NEW ANIMAL CONROL GARAGE
VARIOUS LOCATIONS	-	-	-	300,000	HARDWARE – Lenovo Servers & CCTV
VARIOUS LOCATIONS	-	-	-	500,000	HARDWARE - NETWORK INFRASTRUCTURE, INTEGRA ACCESS CONTROL, MERAKI ACCESS POINTS, ETC…
VARIOUS LOCATIONS	-	-	-	250,000	HARDWARE - DESKTOP COMPUTERS
VARIOUS LOCATIONS	-	-	-	316,500	HARDWARE – JPD LAPTOPS - 100 USERS
VARIOUS LOCATIONS	-	-	-	125,000	HARDWARE - RUGGEDIZED LAPTOPS NOT IN JPD FLEET (FIRE, ANIMAL CONTROL, CODE, INSP.) and NON-Ruggedized Laptops
VARIOUS LOCATIONS	-	-	-	100,000	SOFTWARE, NOT IN AGREEMENT W/ MICROSOFT or CENTRAL SQUARE

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VARIOUS LOCATIONS	-	-	-	300,000	VOIP phone servers, switches, desksets
1901 E 20th St, Joplin, MO 64804	18,190,000	4,815,000	-	-	Library
CEDAR RIDGE (2900 Heartland Ave.)	16,564	16,564	-	-	PLAYGROUND
CEDAR RIDGE (2900 Heartland Ave.)	42,848	-	-	-	PICNIC SHELTER
MEMORIAL HALL 212 W. EIGHTH ST.	-	449,400	-	-	MEMORIAL HALL
MEMORIAL HALL 212 W. EIGHTH ST.	-	139,100	-	-	MEMORIAL HALL GENERATOR
SCHIFFERDECKER PARK (506 S. Schifferdecker)	738,300	146,110	-	-	GOLF CLUB HOUSE
SCHIFFERDECKER PARK (506 S. Schifferdecker)	173,340	82,053	-	-	GOLF MAINT BLDG
SCHIFFERDECKER PARK (506 S. Schifferdecker)	272,850	45,795	-	-	STORAGE
SCHIFFERDECKER PARK (506 S. Schifferdecker)	233,911	259,774	-	-	STORAGE
SCHIFFERDECKER PARK (506 S. Schifferdecker)	120,375	410,213	-	-	CART STORAGE
SCHIFFERDECKER PARK (506 S. Schifferdecker)	63,665	-	-	-	RESTROOM
SCHIFFERDECKER PARK (506 S. Schifferdecker)	27,820	-	-	-	SHELTER HOUSE #1
SCHIFFERDECKER PARK (506 S. Schifferdecker)	80,250	-	-	-	SHELTER HOUSE #2
SCHIFFERDECKER PARK (506 S. Schifferdecker)	57,780	192	-	-	SHELTER HOUSE #3
SCHIFFERDECKER PARK (506 S. Schifferdecker)	19,260	-	-	-	SHELTER HOUSE #5
SCHIFFERDECKER PARK (506 S. Schifferdecker)	218,280	8,227	-	-	BATH HOUSE
SCHIFFERDECKER PARK (506 S. Schifferdecker)	19,260	-	-	-	BANDSTAND
SCHIFFERDECKER PARK (504 S. Schifferdecker)	2,568,000	-	-	-	MINERAL EXHIBIT (Museum)
SCHIFFERDECKER PARK (506 S. Schifferdecker)	10,700	21,400	-	-	GOLF COURSE PUMP HOUSE
SCHIFFERDECKER PARK (506 S. Schifferdecker)	26,453	-	-	-	TENNIS LIGHTING
3010 W. 1ST	1,070,000	1,552	-	-	PARKS OFFICE/ MAINT
3010 W. 1ST	80,250	-	-	-	EQUIPMENT STORAGE GARAGE
SCHIFFERDECKER PARK	-	-	-	-	POOL

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SCHIFFERDECKER PARK (506 S. Schifferdecker)	65,270	-	-	-	SOUTH RESTROOM
SCHIFFERDECKER PARK (506 S. Schifferdecker)	50,932	-	-	-	NORTH RESTROOM
SCHIFFERDECKER PARK (506 S. Schifferdecker)	53,500	-	-	-	SKATEBOARD RAMP
SCHIFFERDECKER PARK (506 S. Schifferdecker)	42,800	-	-	-	SOUTH PLAYGROUND
SCHIFFERDECKER PARK (506 S. Schifferdecker)	42,800	-	-	-	NORTH PLAYGROUND
SCHIFFERDECKER PARK (506 S. Schifferdecker)	-	53,500	-	-	SOUTH BASKETBALL
SCHIFFERDECKER PARK (506 S. Schifferdecker)	-	26,750	-	-	NORTH BASKETBALL
SCHIFFERDECKER PARK (506 S. Schifferdecker)	5,671,000	-	-	-	AQUATIC CENTER
SCHIFFERDECKER PARK (506 S. Schifferdecker)	16,585	-	-	-	BATHROOM
504 SCHIFFERDECKER AVE	2,568,000	-	-	-	Joplin Museum Complex
LEONARD PARK (E. SEV	-217,210	-4,033	-	-	RESTROOM/SHELTER (Duplicate entry)
LEONARD PARK (E. SEV	-	-	-	-	PLAYGROUND (Duplicate entry)
CUNNINGHAM PARK (26TH & MAIDEN)	222,560	17,971	-	-	BATH HOUSE
CUNNINGHAM PARK (26TH & MAIDEN)	29,960	-	-	-	SHELTER HOUSE - 1
CUNNINGHAM PARK (2409 S. Maiden)	1,391,000	656,002	-	-	AQUATIC CENTER
CUNNINGHAM PARK (26TH & MAIDEN)		53,500	-	-	VOLUNTEER MEMORIAL
CUNNINGHAM PARK (26TH & MAIDEN)		240,750	-	-	BASKETBALL COURT
CUNNINGHAM PARK (26TH & MAIDEN)		160,500	-	-	PLAYGROUND
CUNNINGHAM PARK (26TH & MAIDEN)		106,579	-	-	MEGA TOWER UNIT
CUNNINGHAM PARK (26TH & MAIDEN)	-	14,891	-	-	SMALL TOTS CHOIC UNIT
CUNNINGHAM PARK (26TH & MAIDEN)	-	2,035	-	-	SWING SET UNIT
CUNNINGHAM PARK (2409 S. Maiden)	-	652,792	-	-	POOL
CUNNINGHAM PARK (26TH & MAIDEN)	98,647	-	-	-	WEST BATHROOM
CUNNINGHAM PARK (26TH & MAIDEN)	39,055	-	-	-	EAST BATHROOM
CUNNINGHAM PARK (26TH & MAIDEN)	-	37,450	-	-	TORNADO VICTIM MEMORIAL
CUNNINGHAM PARK (26TH & MAIDEN)	32,100	-	-	-	REFLECTING POND
CUNNINGHAM PARK (26TH & MAIDEN)	57,793	-	-	-	PICNIC SHELTER #2

CUNNINGHAM PARK (26TH & MAIDEN)	68,122	-	-	-	PICNIC SHELTER #3
EWERT AQUATIC CENTER (530 S. School)	-	-	-	-	AQUATIC CENTER
EWERT PARK (530 S. School)	221,490	7,594	-	-	BATH HOUSE
EWERT PARK (530 S. School)	-	-	-	-	FILTER HOUSE
EWERT PARK (530 S. School)	217,210	-	-	-	SHELTER HOUSE/RESTROOM
EWERT PARK (530 S. School)	57,780	-	-	-	SHELTER HOUSE #2
EWERT PARK (530 S. School)	9,630	-	-	-	PLAYGROUND
EWERT BALLPARK 530 S. School	9,630	4,678	-	-	Concession.bldg
EWERT BALLPARK	20,330	5,239	-	-	Bathrooms/storg (DON'T HAVE)
EWERT PARK PEDESTRIAN BRIDGE	20,865	-	-	-	NA
MCCLELLAND PARK (4600 McClelland)	57,780	-	-	-	WEST SHELTER
MCCLELLAND PARK (4600 McClelland)	81,320	-	-	-	EAST SHELTER
MCCLELLAND PARK (2601 S. McClelland Blvd)	65,270	-	-	-	RESTROOMS
MCCLELLAND PARK (4600 McClelland)	42,800	-	-	-	PLAYGROUND
MCCLELLAND PARK (4600 McClelland)	64,200	-	-	-	PLAYGROUND
MCCLELLAND PARK	4,002	-	-	-	CEMETERY OUT BUILDING No Idea what this would be.
1305 E. THIRD ST. (JOE BECKER)	4,173,000	5,854	-	-	STADIUM & Other
1302 E THIRD ST. (JOE BECKER)	107,000	-	-	-	CONCESSION BLDG.
SPIVA PARK (FOURTH & S. MAIN)	-	-	-	-	FOUNTAINS,ETC.
SPIVA PARK (FOURTH & S. MAIN)	-	-	-	-	STATUES
2202 S. Jackson	1,177,000	17,973	-	-	SR CITIZ CENTER
2202 S. Jackson	2,889	-	-	-	SR CITIZEN CENTER
2616 S. Picher Ave	4,757,220	43,874	-	-	SRCitizen Center
Carver Nursery School 520 SCHOOL AVE.	321,000	12,656	-	-	NURSERY SCHOOL
HUMPHREY PARK Independence Ave.	217,210	-	-	-	SHELTER/RESTROOMS
HUMPHREY PARK Independence Ave.	32,100	-	-	-	PLAYGROUND
HUMPHREY PARK Independence Ave.	16,050	-	-	-	NORTH SHELTER #2
GARVIN PARK 201 E. 28th St.	33,705	-	-	-	SHELTER
GARVIN PARK 201 E. 28th St.	32,100	-	-	-	PLAYGROUND
GARVIN PARK 201 E. 28th St.	53,500	-	-	-	FLOWER SCULPTURE
GARVIN PARK 201 E. 28th St.	26,750	-	-	-	GAZEBO SHELTER
GARVIN PARK 201 E. 28th St.	4,815	-	-	-	LION'S HEAD THEMED DRINKING FOUNTAIN

IRON GATES PARK	33,705	-	-	-	SHELTER (DON'T HAVE - SOLD)
IRON GATES PARK	32,100	-	-	-	PLAYGROUND (DON'T HAVE - SOLD)
BASSMAN BALLPARK 501 N. Murphy		4,678	-	-	CONCESSIONS (DON'T HAVE) Still have a ballfield though
BASSMAN BALLPARK 501 N. Murohy		5,239	-	-	RESTROOM/ STORAGE (DON'T HAVE) Still have the ballfield though
LANDRETH PARK (501 N Murphy)	51,360	-	-	-	NORTH RESTROOM
LANDRETH PARK (501 N Murphy)	51,360	-	-	-	SOUTH RESTROOM
LANDRETH PARK (501 N Murphy)	42,800	-	-	-	NORTH PLAYGROUND
LANDRETH PARK (501 N Murphy)	42,800	-	-	-	SOUTH PLAYGROUND
LANDRETH PARK (603 N. Murphy)	164,352	-	-	-	AMPHITHEATER
LEONARD PARK 408 Turk Ave.	217,210	-	-	-	RESTROOM/ SHELTER
LEONARD PARK 408 Turk Ave.	42,800	-	-	-	PLAYGROUND
MOHASKA PARK 2931 S. Jackson	32,100	-	-	-	PLAYGROUND
PARR HILL PARK (1715 Kansas)	42,800	-	-	-	PLAYGROUND
PARR HILL PARK (1601 New Hampshire)	90,950	-	-	-	RESTROOM
PARR HILL PARK (1601 New Hampshire)	64,200	-	-	-	WEST PLAYGROUND
PARR HILL PARK (1601 New Hampshire)	26,750	-	-	-	BASKETBALL COURT
PARR HILL PARK (1601 New Hampshire)	31,789	-	-	-	NORTH PLAYGROUND
PARR HILL PARK (1601 New Hampshire)	56,015	-	-	-	PICNIC SHELTER #1
PARR HILL PARK (1601 New Hampshire)	68,122	-	-	-	PICNIC SHELTER #2
PARR HILL PARK (1601 New Hampshire)	17,836	-	-	-	PICNIC SHELTER #3
PARR HILL PARK (1601 New Hampshire)	16,626	-	-	-	SOUTHEAST PLAYGROUND
PARR HILL PARK (1700 Massachusetts)	34,790	-	-	-	SPLASH PAD
PARR HILL PARK (1601 New Hampshire)	10,700	-	-	-	BUTTERFLY GARDEN WATER FEATURE
MERCY PARK - 2730 St. John's Blvd.	201,160	1,656,311	-	-	public park: 3 shelters, pond lake liner/construction, trails/pedestrian bridge, butterfly mural, mural lights, restroom, park benches, picnic tables, trash receptacles (17 sculptures are on fine arts policy)
Lot 1-19	-	-	-	-	Edwards Schoolview Acres
3301 W. First St., JOPLIN SPORTS COMPLEX	364,964	42,800	-	-	OFFICE
3301 W. First St., JOPLIN SPORTS COMPLEX	209,025	10,486	-	-	MAINTENANCE STORAGE
3301 W. First St., JOPLIN SPORTS COMPLEX	296,390	12,859	-	-	BASEBALL CONCESSION
3301 W. First St., JOPLIN SPORTS COMPLEX	296,390	10,398	-	-	SOCCER CONCESSION
3301 W. First St., JOPLIN SPORTS COMPLEX	2,199,504	-	-	-	4 SOFTBALL DIAMONDS

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3301 W. First St., JOPLIN SPORTS COMPLEX	-	-	-	-	CONCESSIONS/ RESTROOMS BUILDING
3301 W. First St., JOPLIN SPORTS COMPLEX	-	-	-	-	FIELD LIGHTING, DUGOUTS, WARNING TRACKS, PLAZA, ACCESS DRIVE, PARKING LOT, UPGRADED ELECTRICAL , EAST GATE
3301 W. First St., JOPLIN SPORTS COMPLEX	751,437	-	-	-	MIRACLE SPECIAL NEEDS BASEBALL FIELD
ROANOKE PARK, Hampton Place	-	-	-	-	TENNIS COURT, PLAYGROUND
TRIANGLE PARK, Crestwood & Laurel Rd.	-	-	-	-	ROUND ABOUT THAT WE MOW
GOOSE EGG PARK, Sergeant & Islington	-	-	-	-	ROUND ABOUT THAT WE MOW
CRESTWOOD PARK, Crest Drive	-	-	-	-	GRASS AREA WITH FLAG POLE AND STORMWATER DITCH
MCKINLEY PARK, Monroe & A Street	-	-	-	-	PLAYGROUND EQUIPMENT
SPRING PARK, 5th & High Street	-	-	-	-	HISTORY MARKER AND GRASS AREA
MCINDOE PARK, Glendate Road	-	-	-	-	WALKING TRAIL, PARKING LOTS AND BOAT RAMP
WILDCAT PARK, 201 Riviera Drive	-	-	-	-	SHOAL CREEK CONSERVATION CENTER, WILDCAT GLADES NATURE GROUP FACILITIES, SHELTER, WALKING TRAILS, BOAT RAMP, PARKING LOTS
OZARK PARK	-	-	-	-	NO AMMENITIES
DOVER PARK	-	-	-	-	NO AMENITIES
115 E. 34TH ST. POLICE SOUTH STATION	185,110	26,750	-	-	POLICE OFFICE
2301 GOLF LINK RD - Iron Gates	107,000	1,926	-	-	PD STORAGE
.5 MI SW INT RT 60 & SCHIFFERDECKER	53,500	856,000	-	-	RADIO TRANS STATION (Andrew Shelter)
1301 W. SECOND ST.	1,011,150	58,479	-	-	SIGN & SIGNAL/RECYCLING CORD
1301 W. SECOND ST.	1,427,380	1,726,883	-	-	CENTRAL GARAGE
1301 W. SECOND ST.	224,700	50,626	-	-	OFFICE
1301 W. SECOND ST.	2,033,000	-	-	-	VEHICLE BARN
1301 W. SECOND ST.	1,070,000	-	-	-	SALT DOME
1301 W. SECOND ST.	85,600	-	-	-	LOAF. SHED
1301 W. SECOND ST.	42,800	-	-	-	LOAF. SHED
1301 W. SECOND ST.	96,300	26,750	-	-	BRINE BUILDING
HWY 71 & HWY 43 - Airport	3,210,000	202,227	-	-	GA TERMINAL
HWY 71 & HWY 43 - Airport	-	5,062	-	-	OLD FAA TOWER
HWY 71 & HWY 43 - Airport	2,140,000	-	-	-	T-HANGAR A
HWY 71 & HWY 43 - Airport	-	-	-	-	T - HANGAR B
HWY 71 & HWY 43 - Airport	53,500	-	-	-	T-HANGAR C

HWY 71 & HWY 43 - Airport	-	8,227	-	-	FIRE STATION
HWY 71 & HWY 43 - Airport	-	-	-	-	CORP HANGAR
HWY 71 & HWY 43 - Airport	6,420,000	214,000	-	-	COMM TERMINAL
HWY 71 & HWY 43 - Airport	3,424,000	214,000	-	-	TOWER & BASE BLDG
HWY 71 & HWY 43 - Airport	-	-	-	-	SPEC HANGAR
HWY 71 & HWY 43 - Airport	535,000	160,500	-	-	VAULT BUILDING
303 S. High Street	52,430	-	-	-	City equip use
130 N. Porter	342,400	-	-	-	MAPS TROLLEY STORAGE BARN
123 S. MAIN	964,070	-	-	-	MAPS ADMIN. OFFICES
44TH & VIRGINIA Below Ground	-	-	-	-	LIFT STATION
FILMORE BRIDGE Below Ground - Schifferdecker	-	-	-	-	LIFT STATION
TIN CUP Below Ground - Glendale Rd.	599,200	128,400	-	-	LIFT STATION
LONE ELM SEWAGE	-	109,643	-	-	VEHICLE STORAGE
SHOAL CREEK HANDLING	246,100	-	-	-	HOLDING TANK
SHOAL CREEK HANDLING	203,300	128,400	-	-	MIXING TANK & BLD
SHOAL CREEK HANDLING	165,850	-	-	-	SILO
SHOAL CREEK SEWG	-	-	-	-	LIFT STATION
SHOAL CREEK SEWG	1,581,975	126,560	-	-	OFFICE/CONTROL
SHOAL CREEK SEWG	-	107,576	-	-	DIGESTER & BLDG
SHOAL CREEK SEWG	-	253,120	-	-	CHLORINATION BL
SHOAL CREEK SEWG	380,106	18,984	-	-	CLARIFIERS
SHOAL CREEK SEWG	26,750	25,312	-	-	VEHICLE STORAGE
SHOAL CREEK SEWG	128,651	-	-	-	SLUDGE THICKENE
SHOAL CREEK SEWG	-	12,656	-	-	TRICKLING FILT
SHOAL CREEK SEWG	-	-	-	-	SITE FENCING
4555 CEDAR ROAD	55,640	-	-	-	LIFT STATION
2951 N. LOMA LINDA	32,100	-	-	-	LIFT STATION
300 KENSOR COURT	60,990	-	-	-	LIFT STATION
6208 S SCENIC AVE.	54,570	-	-	-	LIFT STATION
3023 S SCRENE LN.	22,470	-	-	-	LIFT STATION
200 E HIGHWAY I-44	19,260	-	-	-	LIFT STATION
3502 ANTELOPE ROAD	54,784	-	-	-	LIFT STATION
4202 SWEDE LANE	69,550	-	-	-	LIFT STATION

2204 GOLF LINKS	25,680	-	-	-	LIFT STATION
4001 TANYARD RD	35,310	-	-	-	LIFT STATION
3000 COUNTRY CLUB RD.	32,100	-	-	-	LIFT STATION
NOTTING HILL RD.	25,680	-	-	-	LIFT STATION
5500 N DENNO WEAVER	20,865	-	-	-	LIFT STATION #2
5202 DENNO WEAVER	60,990	-	-	-	LIFT STATION #1
3620 W. 7TH	21,400	-	-	-	ABLE BODY LIFT STATION
20TH & BLACKCAT	17,976	-	-	-	LIFT STATION
17TH & CLEVELAND	81,962	-	-	-	LIFT STATION
TURKEY CREEK WWTP - 3457 w. Eddy Lane	-	581,270	-	-	Peak Flow
TURKEY CREEK WWTP - 3457 w. Eddy Lane	-	1,075,993	-	-	Influent Pump
TURKEY CREEK WWTP - 3457 w. Eddy Lane	-	467,823	-	-	Grit Removal
TURKEY CREEK WWTP - 3457 w. Eddy Lane	-	1,228,036	-	-	Prim/Int Clarif
TURKEY CREEK WWTP - 3457 w. Eddy Lane	-	362,563	-	-	Maint/Pump Bldg
TURKEY CREEK WWTP - 3457 w. Eddy Lane	-	264,321	-	-	Sludge Pump
TURKEY CREEK WWTP - 3457 w. Eddy Lane	-	569,574	-	-	Int. Pumping
TURKEY CREEK WWTP - 3457 w. Eddy Lane	-	368,411	-	-	Trickling Struc
TURKEY CREEK WWTP - 3457 w. Eddy Lane	-	233,911	-	1,500,257	Tricklg Filters
TURKEY CREEK WWTP - 3457 w. Eddy Lane	-	498,232	-	-	Activ Sludge
TURKEY CREEK WWTP - 3457 w. Eddy Lane	-	491,215	-	-	Final Clarifier
TURKEY CREEK WWTP - 3457 w. Eddy Lane	-	735,652	-	-	Tertrary Filter
TURKEY CREEK WWTP - 3457 w. Eddy Lane	-	292,389	-	-	Sludge Thickene
TURKEY CREEK WWTP - 3457 w. Eddy Lane	-	4,444,319	-	-	Digester
TURKEY CREEK WWTP - 3457 w. Eddy Lane	-	136,838	-	-	Septage Receive

TURKEY CREEK WWTP - 3457 w. Eddy Lane	-	6,568	-	-	Sludge/Lime
TURKEY CREEK WWTP - 3457 w. Eddy Lane	-	678,344	-	-	Admin/Lab
TURKEY CREEK WWTP - 3457 w. Eddy Lane	-	4,906,292	-	-	Misc Prop/Equip
TURKEY CREEK WWTP - 3457 w. Eddy Lane	117,700	4,280,000	-	-	Influent Bar Screen
TURKEY CREEK WWTP - 3457 w. Eddy Lane	128,400	481,500	-	-	UV Disinfection
TURKEY CREEK WWTP - 3457 w. Eddy Lane	1,230,500	-	-	-	Aerobic Digester Tanks
TURKEY CREEK WWTP - 3457 w. Eddy Lane	$395,900	-	-	-	Sludge Drying Bed Covers
SHOAL CREEK SEWG	-	-	-	-	ACTIVATED SLUDGE
SHOAL CREEK SEWG	-	-	-	-	TERTRARY FILTERS
SHOAL CREEK SEWG	-	-	-	-	UV SYSTEM
SHOAL CREEK SEWG	-	-	-	-	FINAL CLARIFIERS
SHOAL CREEK SEWG	-	-	-	-	AEROBIC DIGESTERS
SHOAL CREEK SEWG	-	-	-	-	SLUDGE HANDLING BUILLDING
SHOAL CREEK SEWG	-	-	-	-	GENERATOR
SHOAL CREEK SEWG	-	-	-	-	GENERATOR
TCWWTP	-	-	-	-	INFLUENT STRUCTURE GENERATOR
33RD & JACKSON, LAURA CIRCLE & 15TH & WALL	-	44,615	-	-	CITY SIDEWALK & CURB REPAIR,FLUME, RAMP, COMMERCIAL DRIVEWAYS, RESIDENTIAL, CURB & GUTTER
4TH & MURPHY, 3RD & MINERAL, 5TH & GRAND, W A ST. BETWEEN HARLEM & PICHER	-	-	-	-	CITY SIDEWALK, CURB & GUTTER, DRIVEWAYS & ADA RAMPS
25TH & DAVIS	856,000	-	-	-	DETENTION POND
JOPLIN STREET RESURFICING	-	713,667	-	-	RESURFACING
JOPLIN Plaza by Vatterott Blding	25680	-	-	-	Pre-cast slab Concrete, covers Joplin Creek, 56'-6"
JOPLIN Plaza by Vatterott Blding	117705.35	-	-	-	Three 12' x 9' Reinforced Concrete Boxes (RBC)
TROLLEY SHELTHER	-	224,914	-	-	26 - TROLLEY SHELTER
TROLLEY BIKE LOCKERS	-	4,867	-	-	3 - TROLLEY BIKE LOCKERS
TROLLEY BENCHES	-	7,615	-	-	5 - TROLLEY BENCHES
TROLLEY BIKE RACKS	-	11,576	-		40 - TROLLEY BIKE RACKS
MAPS VEHICLE STORAGE BARN	170,130	-	-	-	MAPS VEHICLE STORAGE

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TROLLEY STOPS	-	96,997	-		WALMART W 7TH, 7TH & TYLER, 10TH & MAIN & NEWMAN ROAD
3106 SILVER CREEK DRIVE	103,964	-	-	-	COMMUNITY CENTER
6720 E. 30TH ST	2,247,000	267,500	-	-	Fire #7
			TOTAL		**$201,621,963.99**

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INLAND MARINE SCHEDULE

EQUIPMENT SCHEDULE

	Equipment	Serial Number	Amount
1	GOLF CART	726773	$ -
2	TORO REEL MASTER	03806-31000114	$ -
3	MAST EXPLORER FORK LIFE	H50DA2WD	$ -
4	SWENSON SALT SPREADER	0214-363	$ -
5	CNH CASE BUCKET (SNOW BLOW)	P10138	$ -
6	VIRNIQ (BRUSH UTTER)		$ -
7	ZERO TURN MOWER	6917412	$ -
8	PONY MOTOR FOR VACCON	11219231	$ -
9	JOHN DEER GATOR UTILITY	IM04X2XDJNM171576	$ -
10	EZ LINER DIAMOND VOGEL (PAINT STRIPPER)	JALE5W166P7303538	$ -
11	LAND PRIDE MOWER	921080210	$ -
12	REVERSE PO FOR OPERATIONAL SUPPLIES	13YFS1626XC073058	$ 850
13	FRONTIER BRUSH HOG	1XFRC20XKD0044397	$ 999
14	JOHN DEERE UTILITY BUCKET	A063992	$ 1,300
15	BILLY GOAT DETHACHER	CNFDG20D4090001	$ 1,400
16	PERFECT POINT TILLER	24003	$ 1,479
17	BOMAG PLATE COMPACTOR	VIN-101630111493	$ 1,650
18	BILLY GOAT PRO POWER RAKE	71323299	$ 1,701
19	SNAPPER BRUSH MOWER	2013139818	$ 2,465
20	HONDA CEMENT MIXER	302008050	$ 2,830
21	CONCRETE CUTTER	149585	$ 2,950
22	MIKASAS TAMPER	B4299	$ 2,999
23	MIKASA MTX-70 HD (TAMPING RAMMER)	J11550	$ 3,130
24	BOAT #1	1MG4SA37FB19	$ 3,195
25	PULL BEHIND SPRAYER	E1526-17-16LT1863	$ 3,500
26	RHINO EARTH AUGER	10011	$ 3,975
27	BOBCAT MILLER WILDER	4327009031	$ 4,106
28	FLASHING ARROW SIGNAL (TRAFCO)	1097SE1526	$ 4,690
29	MONROE SNOW PLOW	10/10/3424 0:00	$ 4,950
30	CLUB CAR TEMPO	BX2248-353827	$ 5,250
31	CLUB CAR TEMPO	BX2248-353828	$ 5,250
32	CLUB CAR TEMPO	BX2248-353741	$ 5,250
33	CLUB CAR TEMPO	BX2248-353742	$ 5,250
34	CLUB CAR TEMPO	BX2248-353743	$ 5,250
35	CLUB CAR TEMPO	BX2248-353744	$ 5,250
36	CLUB CAR TEMPO	BX2248-353745	$ 5,250
37	CLUB CAR TEMPO	BX2248-353746	$ 5,250
38	CLUB CAR TEMPO	BX2248-353748	$ 5,250
39	CLUB CAR TEMPO	BX2248-353749	$ 5,250

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INLAND MARINE SCHEDULE

	Equipment	Serial Number	Amount
40	CLUB CAR TEMPO	BX2248-353751	$ 5,250
41	CLUB CAR TEMPO	BX2248-353752	$ 5,250
42	CLUB CAR TEMPO	BX2248-353755	$ 5,250
43	CLUB CAR TEMPO	BX2248-353759	$ 5,250
44	CLUB CAR TEMPO	BX2248-353761	$ 5,250
45	CLUB CAR TEMPO	BX2248-353762	$ 5,250
46	CLUB CAR TEMPO	BX2248-353766	$ 5,250
47	CLUB CAR TEMPO	BX2248-353764	$ 5,250
48	CLUB CAR TEMPO	BX2248-353824	$ 5,250
49	CLUB CAR TEMPO	BX2248-353825	$ 5,250
50	CLUB CAR TEMPO	BX2248-353826	$ 5,250
51	CLUB CAR TEMPO	BX2248-353829	$ 5,250
52	CLUB CAR TEMPO	BX2248-353830	$ 5,250
53	CLUB CAR TEMPO	BX2248-353831	$ 5,250
54	CLUB CAR TEMPO	BX2248-353832	$ 5,250
55	CLUB CAR TEMPO	BX2248-353833	$ 5,250
56	CLUB CAR TEMPO	BX2248-353834	$ 5,250
57	CLUB CAR TEMPO	BX2248-353835	$ 5,250
58	CLUB CAR TEMPO	BX2248-353886	$ 5,250
59	CLUB CAR TEMPO	BX2248-353888	$ 5,250
60	CLUB CAR TEMPO	BX2248-353892	$ 5,250
61	CLUB CAR TEMPO	BX2248-353893	$ 5,250
62	CLUB CAR TEMPO	BX2248-353899	$ 5,250
63	CLUB CAR TEMPO	BX2248-353907	$ 5,250
64	CLUB CAR TEMPO	BX2248-353910	$ 5,250
65	CLUB CAR TEMPO	BX2248-353912	$ 5,250
66	CLUB CAR TEMPO	BX2248-353918	$ 5,250
67	CLUB CAR TEMPO	BX2248-353922	$ 5,250
68	CLUB CAR TEMPO	BX2248-353923	$ 5,250
69	CLUB CAR TEMPO	BX2248-353842	$ 5,250
70	CLUB CAR TEMPO	BX2248-353843	$ 5,250
71	CLUB CAR TEMPO	BX2248-353844	$ 5,250
72	CLUB CAR TEMPO	BX2248-353845	$ 5,250
73	CLUB CAR TEMPO	BX2248-353846	$ 5,250
74	CLUB CAR TEMPO	BX2248-353847	$ 5,250
75	CLUB CAR TEMPO	BX2248-353848	$ 5,250
76	CLUB CAR TEMPO	BX2248-353852	$ 5,250
77	CLUB CAR TEMPO	BX2248-353879	$ 5,250
78	CLUB CAR TEMPO	BX2248-353883	$ 5,250
79	CLUB CAR TEMPO	BX2248-353954	$ 5,250
80	CLUB CAR TEMPO	BX2248-353955	$ 5,250
81	CLUB CAR TEMPO	BX2248-353956	$ 5,250

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INLAND MARINE SCHEDULE

	Equipment	Serial Number	Amount	
82	CLUB CAR TEMPO	BX2248-353957	$	5,250
83	CLUB CAR TEMPO	BX2248-353959	$	5,250
84	CLUB CAR TEMPO	BX2248-353961	$	5,250
85	CLUB CAR TEMPO	BX2248-353960	$	5,250
86	CLUB CAR TEMPO	BX2248-353967	$	5,250
87	CLUB CAR TEMPO	BX2248-353969	$	5,250
88	CLUB CAR TEMPO	BX2248-353870	$	5,250
89	CLUB CAR TEMPO	BX2248-353968	$	5,250
90	BOSS SNOW PLOW	270884	$	5,500
91	JOHN DEERE HYDRALIC POWER UNIT	A063988	$	5,724
92	BAD BOY STAND UP MOWER	ZU-KEEE-3BKC-1UXX	$	5,950
93	BOSE SPREADER BOX	46636AQZ	$	6,035
94	SWENSON SALT SPREADER (SMALL)	0915-8521	$	6,350
95	HYDRO TEK POWER WASHER	201404464	$	6,500
96	AIRLESS LINE PAINT STRIPER	A18A17H449002698	$	6,500
97	GUARDIAN ULV FOGGER	337	$	6,515
98	JOHN DEERE SNOWBLOWER	1T0SB84BC0000179	$	6,780
99	FLINK SNOW PLOW	PR10302A	$	6,845
100	DEGELMAN BLADE ATTACHMENT	20084	$	6,857
101	SNOW PLOW	50847	$	7,030
102	HENKE SNOW PLOW	5385	$	7,039
103	FLINK SNOW PLOW	1319	$	7,085
104	SNOW PLOW	50616	$	7,140
105	SNOW PLOW	5-0615	$	7,140
106	JOHN DEERE FRONTIER LS1125	1XFLS11XJK0207727	$	7,202
107	FLINK SNOW BLOW		$	7,320
108	YAMAHA 4 WHEELER	JY4AM02Y52C023950	$	7,414
109	YAMAHA 4 WHEELER	JY4AM02Y62C020829	$	7,414
110	ARTIC SNOW PUSHER	S3883	$	7,500
111	POLARIS SPORTSMAN 570	3NESEA570PN182307	$	7,599
112	POLARIS SPORTSMAN 570	3NESEA57XRN184147	$	7,599
113	VIKING SNOW PLOW	52683	$	7,670
114	VIKING SNOW PLOW	52819	$	7,670
115	BOAT #2	IMG4SA47F920	$	7,691
116	GANG FINISH MOWER	12-00300	$	7,700
117	HIWAY SALT SPREADER	109434	$	7,758
118	VIKING SNOW PLOW	5-1489	$	7,795
119	JOHN DEERE ROTARY BROOM	1XFSW21XCK0190010	$	7,844
120	YAMAHA VMAX	JOG-000259	$	7,889
121	VIKING SNOW PLOW	52303	$	7,910
122	VIKINGS SNOW PLOW	51551	$	8,339
123	VIKING SNOW PLOW	51491	$	8,339

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INLAND MARINE SCHEDULE

	Equipment	Serial Number	Amount
124	BAD BOY ZERO TURN MOWER	BRG6135KA02190096	$ 8,450
125	JOHN DEERE ZERO TURN MOWER	ITC950MCHGT051020	$ 8,500
126	VIKING SNOW PLOW	52862	$ 8,500
127	VIKING SNOW PLOW	52861	$ 8,500
128	JOHN DEERE GATOR	1M04X2XVGM113652	$ 8,500
129	GRASSHOPPER ZEROTURN	6712311	$ 8,561
130	HENKLE SIDE PLOW	18526	$ 8,658
131	VIKING SNOW PLOW	52027	$ 8,750
132	CARRY ALL MAINT CART	A5CUBB2D3HA31855	$ 8,750
133	CARRY ALL MAINT CART	A5CUBB2DXHA831867	$ 8,750
134	OFF ROAD ATV CANAM OUTLANDER	3JBLSAV25LJ000185	$ 8,839
135	HENKLE SIDE PLOW	19604	$ 8,922
136	FIATALLIS-GRADER	79A07035	$ 9,350
137	FMC SPRAYER	A300230	$ 9,437
138	FINISH FLEX MOWER	59770	$ 9,589
139	SIDE PLOW / V KING CIVES	52820	$ 9,600
140	SIDE PLOW / V KING CIVES	52684	$ 9,600
141	JOHN DEERE TRACTOR	1P06105EVJ0011088	$ 10,000
142	FERRIS ZERO TURN MOWER	2016792068	$ 10,088
143	JOHN DEERE GATOR	1M06X4DDEEM090241	$ 10,396
144	HENDERSON SALT SPREADER	FHS22862	$ 10,532
145	JOHN DEERE GATOR	1M0855DSJBM013245	$ 11,184
146	SWENSON SALT SPREADER	0214-3580	$ 11,543
147	JOHN DEERE GATOR	1NH4X2XDLKM140250	$ 11,629
148	SWENSON SALT SPREADER	0109-1159	$ 11,682
149	TORA SANDER	4.47013E+13	$ 11,721
150	AMERICAN SIGNAL MSG BOARD	1A9BS0315G2228635	$ 11,750
151	AMERICAN SIGNAL MSG BOARD	1A9BS0313G2228634	$ 11,750
152	CONEQTEC COLD PLANNER	C11243	$ 11,790
153	RHINO MOWER	11411	$ 11,800
154	HIGHWAY SPREADER BOX	113753	$ 11,806
155	JOHN DEERE ZERO TURN MOWER	DM997RB010185	$ 11,893
156	KUBOTA ZERO TURN MOWER	KGZ70-E2-M2	$ 11,923
157	SULLAR AIR COMPRESSOR	VIN-200903030023	$ 12,027
158	JOHN DEERE GATOR	1MO825GEPGM111596	$ 12,186
159	HAZ MAT TRAILER/GENERATOR	47ZWB24204X032931	$ 12,300
160	HAZMAT TRAILER GENERATOR	12/29/1969 0:00	$ 12,500
161	HYDRAULIC BREAKER OKADA	KADA304B	$ 12,550
162	JOHN DEERE TRACTOR LOADER	M00870B160557	$ 12,660
163	JOHN DEERE ROTARY CUTTER	W0CX15E003283	$ 12,805
164	SWENSON SPREADER BOX	0309-1000	$ 12,862

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INLAND MARINE SCHEDULE

	Equipment	Serial Number	Amount
165	JOHN DEERE TURF TRACTOR	CD30296D270840	$ 12,890
166	ZERO TURN SCAG MOWER	R1400533	$ 12,911
167	SWENSON SALT SPREADER	0118-6058	$ 12,964
168	THOMPSON PUMP/TRLR	1T9CT09165P34213	$ 13,156
169	LEAF VACUUM	0202-3347	$ 13,210
170	JOHN DEERE GATOR	1MO6X4DDKJM130091	$ 13,980
171	GRASS HOPPER MOWER	7215225	$ 14,000
172	GRASSHOPPER ZEROTURN	6812235	$ 14,218
173	SWENSON SALT SPREADER	60050025-08	$ 14,470
174	GIANT LEAF VACUUM	1X6713	$ 14,500
175	SWENSON SALT SPREADER	0419-9260	$ 14,530
176	SWENSON SALT SPREADER	0419-9256	$ 14,530
177	WILSON GENERATOR OLYMPIAN D40P1	FE090340-02	$ 14,680
178	JD MOWER TRACTOR	1LV1026RVAH110195	$ 14,990
179	GRASS HOPPER MOWER	6812585-6841725	$ 15,000
180	GRASS HOPPER MOWER	6815541	$ 15,000
181	WIEDENMANN AERATOR	434KC1213	$ 15,137
182	SWENSON SALT SPREADER	0419-9261	$ 15,151
183	SWENSON SALT SPREADER	0218-6131	$ 15,151
184	POLARIS RANGER CART	VIN-1205831726190	$ 15,500
185	GRASSHOPPER MOWER	5215150	$ 15,670
186	JOHN DEERE FLEX WING ROTARY CUT	1POCX15FLET044146	$ 15,975
187	BOMAG ROLLER	901800011182	$ 16,315
188	ZERO TURN MOWER	7011764	$ 16,575
189	VERMEET STUMP GRINDER	1VRU141H011001125	$ 17,000
190	SAND STAR & RAKE	2CSO447	$ 17,200
191	OLD DOMINION LEAF MACHINE	1ZPL1615AR168012	$ 17,321
192	GRASS HOPPER MOWER	534167 / 7214539	$ 17,500
193	GRASS HOPPER MOWER	7214538	$ 17,525
194	GRASSHOPPER ZERO TURN MOWER	7017246	$ 17,710
195	CAT GENERATOR	CAT-000LGBE00228	$ 17,760
196	CLARK FORKLIFT	P365G05499527FB	$ 18,081
197	JOHN DEERE ROTARY CUTTER	1P0CX15EVHP065001	$ 18,097
198	VER MAC MESSAGE BOARD	1V9U54124JH223017	$ 18,500
199	VER MAC MESSAGE BOARD	1V9U54126JH223018	$ 18,500
200	VER MAC MESSAGE BOARD	1V9U54128JH223019	$ 18,500
201	VER MAC MESSAGE BOARD	1V9U54124JH223020	$ 18,500
202	GRASS HOPPER MOWER	534187-7311976	$ 18,687
203	FRONTIER MOWER	1XFFM21XL0365951	$ 18,832
204	HENDERSON LIQUID APPLICATOR TANK	LAS-731580-1	$ 19,318
205	HENDERSON LIQUID APPLICATOR TANK	1HTWPSUT9HH522941	$ 19,319

Explanations are in general terms and do not change or replace the terms or conditions of the policies.

INLAND MARINE SCHEDULE

	Equipment	Serial Number	Amount
206	JOHN DEERE FRONTIER MOWER	1XFFM21XCL0365954	$ 19,450
207	ARTIC SNOW PUSHER	S/N L5395	$ 19,899
208	JOHN DEER GATOR UTILITY	1M0835MALPM062374	$ 19,900
209	GRASS HOPPER MOWER	534187-7311975	$ 19,967
210	JOHN DEERE BATWING ROTARY CUT	1POOR15EMC002187	$ 20,000
211	GRASS HOPPER MOWER	7215226	$ 20,000
212	KUBOTA TRACTOR	17331	$ 20,500
213	TORO PROCORE & TOP GREENS DRESSER	09749-316000106	$ 20,667
214	HENDERSON BRINE EXTREME PRO	135190711362-1	$ 20,884
215	KUBOTA TRACTOR	70842	$ 21,080
216	JOHN DEERE TRACTOR	LV5065M160056	$ 21,687
217	JOHN DEERE TRACTOR	LV5065M160057	$ 21,687
218	DOOSAN FORK LIFT	FGAOX-490-10030	$ 21,919
219	BUSH BANDIT WOOD CHIPPER	13236	$ 22,989
220	BANDIT WOOD CHIPPER	135520	$ 22,995
221	FOLEY GRINDER	80663201110	$ 23,028
222	SNOW BLOWER W/ATTACHMENTS	1TOSB84BC0000179	$ 23,100
223	ATLAS AIR COMPRESSOR	4500A1016FR050827	$ 24,650
224	CUSHMAN TRUCKSTER	7006044	$ 25,110
225	SMITHCO SPRAYER	551348	$ 25,496
226	TORO ARIFER AREATOR	405508334	$ 25,795
227	TORO SAND PRO	412690736	$ 26,433
228	POLARIS RANGER CREW XP1000	4XARSU994N8485947	$ 27,011
229	ATLAS AIR COMPRESSOR	4500A1019JR057649	$ 27,495
230	KOHLER GENERATOR	2084026	$ 29,154
231	JOHN DEERE MOWER CAB	ITCI575VVGS020269	$ 30,359
232	CATERPILLAR ROLLER	22001294	$ 31,500
233	TORO MOWER 3500 SLOPE	30807-400236756	$ 32,000
234	CLARK FORKLIFT	52320-0461-10005-	$ 33,065
235	NEW HOLLAND TRACTOR	ZCAE01320	$ 36,400
236	JOHN DEERE TRACTOR	107776	$ 36,403
237	JOHN DEERE TRACTOR	L06230H660878	$ 39,936
238	TORO GREENS MOWER	409108854	$ 41,224
239	GEHL MINI LOADER	GHL5L500K00052119	$ 42,000
240	JOHN DEERE TRACTOR 5085	1LV5085ECEY241425	$ 43,263
241	TSURUMI PUMP 4042TF290	1P9BP1368FV591772	$ 43,459
242	KUBOTA TRACTOR	89392	$ 44,066
243	TORO GREENS TRI FLEX	409108851	$ 46,735
244	JOHN DEER TRACTOR	LO6415D523684	$ 47,800
245	JOHN DEERE TRACTOR	L06320H494406	$ 49,680
246	JOHN DEERE TRACTOR	1PO6105DCEM051787	$ 50,717

Explanations are in general terms and do not change or replace the terms or conditions of the policies.

INLAND MARINE SCHEDULE

	Equipment	Serial Number	Amount	
247	TORO GREENS TRI FLEX	409108850	$	50,828
248	WILDCAT COMPOST TURNER CX725	365291	$	50,860
249	GROUNDSMASTER 3500-D	412878348	$	51,128
250	CRAFCO TAR POT	1C9SV1228G1418528	$	53,500
251	JOHN DEERE 310 SE BACKHOE	T0310SE849299	$	54,160
252	JOHN DEERE UTILITY TRACTOR	1LV5085EEJJ402785	$	54,268
253	HENDERSON BRINE EXTREME PRO	BXTF-711362-1	$	56,155
254	READ SCREEN-ALL-RD-40A	940	$	57,207
255	KUBOTA TRACTOR	KBUMFCDCHN8M97241	$	57,280
256	TORO ROUGH MOWER	403312453	$	57,896
257	CRAFCO TAR POT	1C9SB1228H1418501	$	60,411
258	CASE DOZER 850K-XLT	CAL004520	$	61,510
259	CASE TRACK LOADER	JAFTR310JM454341	$	62,750
260	CRAFCO TAR POT	1C9SV1221J1418488	$	65,000
261	TITAN LEAF PRO	1B9BK2210PD43357	$	67,655
262	TITAN LEAF PRO	1B9BK2212PD943361	$	67,655
263	TAKEUCHI SKID LOADER	2010211	$	70,240
264	CASE LOADER	NNHPO4418	$	71,300
265	CASE 590 SUPER LOADER	JJGN59SNCFC724126	$	72,000
266	CATERPILLAR 925 E LOADER	94Z03935	$	72,500
267	JOHN DEERE MOWER	1L06110MKLH968233	$	80,000
268	TORO SPRAYER	412127256	$	80,709
269	TORO REELMASTER 5010-H	412747532	$	84,537
270	TORO REELMASTER 5010-H	412747534	$	84,537
271	JOHN DEER 6110M 4WD TRACTOR	1L06110MLNG152185	$	86,600
272	KOMATSU WHEEL LOADER	A73056	$	95,829
273	software, not in agreement w/microsoft		$	100,000
274	CATIPILLAR BACKHOE	CAT0420FEHWD03242	$	110,800
275	Ruggedized laptops not in JPD fleet		$	125,000
276	CASE 721-E LOADER	N2F204190	$	137,786
277	CASE 721-E LOADER	NAF208488	$	155,400
278	HYUNDAI EXCAVATOR	HHIHG602LB0000148	$	160,400
279	TAKEUCHI MINI EXCAVATOR	VIN-514400005	$	161,900
280	CATERPILLAR LOADER	CAT0938KASWL01645	$	169,500
281	JOHN DEERE EXCAVATOR	IFF225DXJCD502235	$	185,426
282	CATIPILLAR LOADER	OP5K03263-22M0064	$	218,670
283	FABICK CAT- WHEEL LOADER	CAT0938MJP5K02835	$	227,000
284	CATERPILLAR 12M2 ROAD GRADER	0012KR9P00132	$	231,000
285	MOWERMAX BOOM MOWER	MMB23106-24	$	234,457
286	desktop computers		$	250,000
287	Lenovo Servers & CCTV		$	300,000

Explanations are in general terms and do not change or replace the terms or conditions of the policies.

INLAND MARINE SCHEDULE

	Equipment	Serial Number	Amount	
288	VOIP phone servers, switches, desksets		$	300,000
289	JPD Laptops - 100 users		$	316,500
290	ELDARADO / NATIONAL 2014	IN9MMACL8EC084088	$	390,115
291	Network infrastructure, integra access		$	500,000
		Total Scheduled Equipment		$8,918,288

FINE ARTS

CARRIER	XL Specialty Insurance Company
A.M. BEST'S RATING	A+
POLICY PERIOD	04/07/2024 – 04/07/2025
COVERAGE	Museum – Fine Arts

NAMED INSURED

- City Of Joplin

LOCATIONS

- 602 South Main Street, Joplin, Mo 64801
- 504 South Schifferdecker Avenue, Joplin, Mo 64801

LIMITS

Coverage	Limit
Museum	$18,752,800
Certified Acts of Terrorism	$18,752,800
Bailee Legal Liability	$18,752,800
Transit	$5,000,000
Unnamed Locations	$5,000,000
Named Locations	$18,752,800
Art Reference Library	$100,000
Earthquake	$18,752,800

DEDUCTIBLES

Earthquake $ 5,000
Vandalism/Malicious Mischief $ 2,500

LOSS PAYEE

Rotary Sculpture Garden 3811 Spring Hill Joplin, Mo 64804

ESTIMATED ANNUAL PREMIUM

$11,702

GENERAL LIABILITY

CARRIER	The Travelers Indemnity Company
A.M. BEST'S RATING	A++
POLICY PERIOD	04/07/2024 – 04/07/2025
COVERAGE	General Liability

NAMED INSURED

- City Of Joplin

Public liability (not Auto, Employers' or Other Specific Liability Type) for Bodily Injury and Property Damage claims, Personal and Advertising Injury, Products & Completed Operations, and Damage to Rented Premises, arising from business operations for which you are legally liable, subject to policy terms, conditions, and exclusions.

LIMITS OF LIABILITY

Coverage	Limit
General Aggregate Limit	$2,000,000
Products/Completed Operations Aggregate	$2,000,000
Each Occurrence Limit	$1,000,000
Personal & Advertising Injury	$1,000,000
Damage to Rented Premises	$500,000
Medical Expense Limit (Any One Person)	Excluded

SELF-INSURED RETENTIONS

Note: Per occurrence unless stated otherwise

- Each Occurrence Retention - $200,000
- Personal Injury and Advertising Injury Each Person or Organization Retention - $200,000
- Each Abuse or Molestation Offense Retention - $200,000

GENERAL LIABILITY

ADDITIONAL COVERAGES

Coverage	Limit
Sewage Back-Up Limit	$1,000,000
Failure To Supply Limit	$1,000,000
Abuse or Molestation Aggregate Limit	$2,000,000
Each Abuse or Molestation Offense Limit	$1,000,000

EMPLOYEE BENEFITS LIABILITY – CLAIMS MADE

Coverage	Limit
Aggregate Limit	$3,000,000
Each Employee Limit	$1,000,000
Each Employee Self Insured Retention (Loss and Loss Expense)	$200,000

LAW ENFORCEMENT LIABILITY

Coverage	Limit
Aggregate Limit	$1,000,000
Each Wrongful Act Limit	$1,000,000
Each Wrongful Act Self Insured Retention – Damages and Defense Expenses	$200,000

PUBLIC ENTITY MANAGEMENT LIABILITY – CLAIMS MADE

Coverage	Limit
Aggregate Limit	$1,000,000
Each Wrongful Act Limit	$1,000,000
Each Wrongful Act Self Insured Retention – Damages and Defense Expenses	$200,000
Retroactive Date – 04/07/1995	

PUBLIC ENTITY EMPLOYMENT RELATED PRACTICES LIABILITY – CLAIMS MADE

Coverage	Limit
Aggregate Limit	$1,000,000
Each Wrongful Act Limit	$1,000,000
Each Wrongful Act Self Insured Retention – Damages and Defense Expenses	$200,000
Retroactive Date – 04/07/1995	

The following are excluded when "yes" is indicated below. If "no" is indicated, an amendment and/or manuscript endorsement may be required

Yes	Airport	Yes	Transit Authorities
Yes	Health Care Facilities: Clinics	Yes	Gas Utilities
Yes	Health Care Facilities: Hospital	Yes	Electric Utilities
Yes	Health Care Facilities: Blood Banks	Yes	Housing Authorities
Yes	Health Care Facilities: Nursing Homes	Yes	Schools or School Districts
Yes	Health Care Facilities: Rehabilitation Facilities	Yes	Joint Powers Authority
Yes	Port Authorities		

Miscellaneous Items

DESCRIPTION
Limited Special Expenses Coverage - Key Employees
Limited Special Expenses Aggregate Limit - Key Employees: $25,000
Limited Special Expenses Participation Percentage - Key Employees: 10%

Professional Health Care & Social Services Liability Coverage – Designated Professionals – Public Entities Applies When "Yes" Is Indicated Below:

NURSES	NO	PARAMEDIC / EMT	YES
JAIL NURSES	NO	SOCIAL SERVICES	NO
CORONER	NO		

ESTIMATED ANNUAL PREMIUM

$60,850	General Liability
$48	Employee Benefits Liability
$91,000	Law Enforcement Liability
$27,750	Public Entity Management Liability
$21,250	Public Entity Employment Related Practices Liability

Explanations are in general terms and do not change or replace the terms or conditions of the policies.

CRIME

CARRIER	The Travelers Casualty and Surety Company of America
A.M. BEST RATING	A++
POLICY PERIOD	4/1/2024 – 4/7/2025
COVERAGE	Crime

NAMED INSURED

- City Of Joplin

COVERAGE

Description	Deductible*	Limit
Employee Theft	50,000	2,000,000
Forgery or Alteration	50,000	200,000
On Premises	50,000	200,000
In Transit	50,000	200,000
Computer Fraud	50,000	200,000
Computer Program and Electronic Data Restoration Expense	50,000	100,000
Funds Transfer Fraud	50,000	200,000
Claim Expense	0	5,000

**Deductibles apply "per occurrence" unless stated otherwise*

NOTABLE ENDORSEMENTS

Note: Refer to policy for complete list.

OPTIONAL QUOTE

Coverage	Premium
Policy Aggregate of $2,000,000	$6,131

PREMIUM

$5,138

CYBER LIABILITY

CARRIER	Starr Surplus Lines Insurance Company | RPS
BEST'S RATING	A
POLICY PERIOD	4/7/2024 – 4/7/2025
COVERAGE	Cyber Liability

NAMED INSURED

- City Of Joplin

LIMITS OF LIABILITY

Coverage	Per Claim Sub-Limit	Aggregate Sub-Limit
Security & Privacy Liability	$1,000,000	$1,000,000
Incident Response Expenses	$1,000,000	$1,000,000
Business Interruption	$1,000,000	$1,000,000
Business Interruption Waiting Period: 16 Hours		
Data Recovery	$1,000,000	$1,000,000
Regulatory Proceedings	$1,000,000	$1,000,000
Cyber Extortion	$1,000,000	$1,000,000
Policy Aggregate Limit of Liability $1,000,000		

DEDUCTIBLES

- $100,000

ADDITIONAL COVERAGES

Coverage	Limit
Media Content Liability Endorsement Pending & Prior Dated – 4/7/2023 Retroactive Date – 4/7/2023	$1,000,000
PCI-DSS Assessment Coverage	$1,000,000
Reputational Risk Response Endorsement Retention - $0	$50,000

Explanations are in general terms and do not change or replace the terms or conditions of the policies.

CYBER LIABILITY

Coverage	Limit
P&P Date – 4/7/2023	
Reputational Loss Coverage Endorsement P&P Date – 4/7/2023	$1,000,000
Fraudulent Impersonation – Invoice Manipulation Coverage Endorsement Retention - $50,000 Pending & Prior Date – 4/7/2023	$100,000
System Failure Coverage Endorsement – Contingent Business Partner with Voluntary Shutdown Waiting Period – 16 Hours	$1,000,000
Third Party CSSP System Failure Waiting Period – 16 Hours	$1,000,000
CBP Security Failure Waiting Period – 16 Hours	$250,000
CBP System Failure Waiting Period – 16 Hours Extended Period of Restoration – 180 Days	$250,000
Claim Avoidance Expenses Coverage Endorsement	$250,000
Cryptojacking Coverage Endorsement Retention - $50,000 Pending & Prior Date – 4/7/2023	$100,000
Fraudulent Impersonation and Telecommunication Fraud Coverage Endorsement Retention - $50,000 Pending & Prior Date – 4/7/2023	$100,000
Telecommunications Fraud Retention - $50,000 Pending & Prior Date – 4/7/2023	$100,000
Financial Investigate Expense Coverage Endorsement	$25,000

OPTIONAL QUOTE

Coverage	Premium
Policy Aggregate of $3,000,000	$114,001

PREMIUM

$48,000 Subject to Audit for Final Premium Determination

AUTOMOBILE

CARRIER	The Travelers Indemnity Company
A.M. BEST'S RATING	A++
POLICY PERIOD	04/07/2024 – 04/07/20254/7/2024 - 4/7/2025
COVERAGE	Automobile

NAMED INSURED

- City Of Joplin

Basic Coverage Form for insuring commercial automobile exposures. Your Automobile Policy does not provide coverage for Cellular Telephones or for Mobile Sound Equipment, such as C.B. Radios, unless the coverage is added by special endorsement.

LIMITS

Auto Coverages	Limit
Combined Liability Symbol 1	$1,000,000
Uninsured/Underinsured Motorists Symbol 6	$1,000,000

Physical Damage	Limit	Deductible
Comprehensive Actual Cash Value Owned Autos	$500,000	$25,000/$50,000
Collision Actual Cash Value Owned Autos	$500,000	$25,000/$50,000

SELF-INSURED RETENTIONS

Auto Coverages	Limit
Auto Liability (Bodily Injury/Property Damage)	$200,000
Uninsured/Underinsured Motorist (UM/UIM)	$200,000

GARAGEKEEPERS LEGAL LIABILITY

Locations	Comp Limit	Coll Limit	Comp Ded	Coll Ded
313 E Third St (Police Garage)	$500,000	$500,000	$1,000/$5,000	$1,000
Uninsured/Underinsured Motorist (UM/UIM)	$500,000	$500,000	$1,000/$5,000	$1,000

Miscellaneous Items

DESCRIPTION
Hired Auto Physical Damage-Loss Of Use-Comprehensive/Collision-Deductible: $1,000/$1,000

Amendments

DESCRIPTION
Public Entity Auto Extension
Preservation Of Governmental Immunity - Missouri

AUTOMOBILE SCHEDULE

Note: Coverage(s) vary by vehicle.

	Vehicle	VIN
1	1997 DODGE CARGO VAN	2B7HB21Y6VK569079
2	1999 FORD CRIME SCENE VAN	1FDXE4055XHB12812
3	2002 YAMAHA 4 WHEELER	JY4AM02Y52C023950
4	2002 YAMAHA 4 WHEELER	JY4AM02Y62C020829
5	2004 CHEVY VENTURA MINIVAN	1GNDX03E74D226143
6	2004 FORD E-350 (JAIL VAN)	1FTSS34L04HA81484
7	2005 TRAILER BLACK BOX TRAILER	47ZWB20256X043903
8	2006 GMC BOX VAN	5B4KPD2U863415415
9	2012 CHEVY IMPALA	2G1WD5E33C1160315
10	2020 BAE CAIMAN MRAP	GMB408140EHY
11	2015 FORD F-150	1FTEX1E89FKD12353
12	2015 FORD F-150	1FTEX1E87FKD12352
13	2016 FORD EXPLORER	1FM5K8AR8GGB44796
14	2016 FORD EXPLORER	1FM5K8AR4GGC08391
15	2017 FORD EXPLORER	1FMSK8ARXHGA37082
16	2008 THM BUS (DWI COMMAN CENT	1T7YUZA28A1121151
17	2017 DODGE CHARGER	2C3CDXKT7HH596236
18	2017 DODGE CHARGER	2C3CDXKT9HH596237
19	2017 DODGE CHARGER	2C3CDXXTOHH608730
20	2017 DODGE CHARGER	2C3CDXKTXHH608735

	Vehicle	VIN
21	2018 HARLEY DAVIDSON CYCLE	1HD1FHC16JB631569
22	2018 HARLEY DAVIDSON CYCLE	1HD1FHC16JB635069
23	2018 CHEVY TAHOE	1GNLCDEC8JR246491
24	2018 CHEVY TAHOE	1GNLCDEC9JR244295
25	2018 DODGE CHARGER	2C3CDXKTOJH239664
26	2018 DODGE CHARGER	2C3DXKT5JH249025
27	2018 DODGE CHARGER	2C3CDXKT2TH239665
28	2018 FORD EXPLORER	1FM6KAR8JGB197564
29	2019 DODGE CHARGER	2C3CDXKT4KH511330
30	2019 DODGE CHARGER	2C3CDXKTIKH511253
31	2019 DODGE CHARGER	2C3DXKT7KH600339
32	2019 DODGE CHARGER	2C3CDXKT3KH600337
33	2019 DODGE CHARGER	2C3CDXKT5KH600338
34	2019 DODGE CHARGER	2C3CDXKT2KH635922
35	2020 CHEVY TAHOE	1GNLCDEC7LR263205
36	2020 FORD F-150	1FTEXIEB7LKD81396
37	2020 FORD F-250	1FT7W2B61LEC49859
38	2020 FORD F-150	1FTEX1EB3LKD81370
39	2020 FORD TRANSIT F-350 VAN	1FTBW9CG5LKA54309
40	2020 CHEVY TAHOE	1GNSKDEC8LR242054
41	2020 CHEVY TAHOE	1GNSKDECILR246530
42	2020 CHEVY TAHOE	1GNSKDEC7LR2248279
43	2020 CHEVY TAHOE	1GNLCDEC7LR239096
44	2020 CHEVY TAHOE	1GNLCDECILR239109
45	2020 CHEVY TAHOE	1GNSKDECXLR242041
46	2020 CHEVY TAHOE	1GNSKDECXLR242251
47	2005 AM GENERAL HUMVEE	N235136
48	2007 NAVISTAR INTERNATIONAL MAX PR	1HTWEADR58J658156
49	2021 CHEVY TAHOE	1GNSCLED1MR376387
50	2021 CHEVY TAHOE	1GNSCLED5MR465038
51	2021 CHEVY TAHOE	1GNSCLEDOMR465433
52	2021 CHEVY TAHOE	1GNSCLED6MR464755
53	2021 CHEVY TAHOE	1GNSCLED7MR464912
54	2021 CHEVY TAHOE	1GNSCLED5MR464729
55	2021 CHEVY TAHOE	1GNSCLED2MR464767
56	2021 CHEVY TAHOE	1GNSCLED9MR464734
57	2021 CHEVY TAHOE	1GNSCLED5MR464780
58	2021 CHEVY TAHOE	1GNSCLED1MR464873
59	2021 CHEVY TAHOE	1GNSCLED1MR465649
60	2021 CHEVY TAHOE	1GNSCLED4MR464723
61	2021 CHEVY TAHOE	1GNSCLEDOMR465156
62	2021 CHEVY TAHOE	1GNSCLED2MR464879
63	2022 CHEVY TAHOE	1GNSCLEDXNR204828
64	2022 CHEVY TAHOE	1GNSCLED8NR204732

	Vehicle	VIN
65	2022 CHEVY TAHOE	1GNSCLED4NR204971
66	2022 CHEVY TAHOE	1GNSCLED6NR204793
67	2022 CHEVY TAHOE	1GNSCLED1NR205009
68	2022 CHEVY TAHOE	1GNSCLED2NR205651
69	2022 CHEVY TAHOE	1GNSCLED9NR205050
70	2022 CHEVY TAHOE	1GNSCLED3NR205397
71	2022 CHEVY TAHOE	1GNSCLED7NR205273
72	2022 CHEVY TAHOE	1GNSCLED2NR205410
73	2022 CHEVY TAHOE	1GNSCLED4NR205182
74	2022 CHEVY TAHOE	1GNSCLED0NR205311
75	2022 CHEVY TAHOE	1GNSCLED1NR205348
76	2022 CHEVY TAHOE	1GNSCLED4NR205392
77	2022 CHEVY TAHOE	1GNSCLED5NR205319
78	2022 CHEVY TAHOE	1GNSCLED0NR205387
79	2022 CHEVY TAHOE	1GNSCLEDXNR204781
80	2022 CHEVY TAHOE	1GNSCLED2NR204984
81	2022 POLARIS RANGER CREW 1000 4DR	4XARSU994N8485947
82	2016 FORD EXPLORER	IFM5K8AR3GGB44795
83	2023 CHEVROLET TAHOE	1GNSKLED2PR472830
84	2023 CHEVROLET TAHOE	1GNSKLED3PR471704
85	2023 CHEVROLET TAHOE	1GNSKLED7PR471608
86	2023 CHEVROLET TAHOE	1GNSKLED8PR472847
87	2023 CHEVROLET TAHOE	1GNSK1EDXPR471621
88	2023 CHEVROLET TAHOE	1GNSKLED1PR471667
89	2023 CHEVROLET TAHOE	1GNSKLED0PR471806
90	2023 CHEVROLET TAHOE	1GNSKLED3PR472223
91	2023 CHEVROLET TAHOE	1GNSKLEDSPR472160
92	2023 CHEVROLET TAHOE	1GNSKLEDXPR471876
93	2023 CHEVROLET TAHOE	1GNSKLED8PR472363
94	2023 CHEVROLET TAHOE	1GNSKLED4PR472232
95	2023 CHEVROLET TAHOE	1GNSKLED7PR472239
96	2023 CHEVROLET TAHOE	1GNSKLED9PR472274
97	2023 CHEVROLET TAHOE	1GNSKLED6PR472328
98	2014 CHEVY IMPALA	2G1WD5E34E1154794
99	2022 CHEVROLET TRAVERSE	1GNEVHKW9NJ174004
100	2022 CHEVROLET TAHOE	1GNSKWKD8PR177277
101	SILVERADO	
102	EXPLORER	
103	SILVERADO	
104	ROGUE	
105	2000 FORD F-450 WITH AERIAL BU	1FDXF46F9YEB84414
106	2016 FORD F-150	1FTEW1E81GKE50098
107	2018 STAG TRAILER FLATBED TRAILER	4S91F2629JA377113
108	1992 OSHKOSH T 1000 ARFF FIRETRUC	10T9L5BE8P1046390

	Vehicle	VIN
109	2000 TRAILER UTILITY TRAILER	492UU1829YA019582
110	2009 INTERNATIONAL DUMP TRUCK	1HTWHAZT99J101702
111	2013 FORD F-250	1FTBF2B63DEA40439
112	2018 OSHKOSH GLOBAL STRICKER	10TADLJF4KA789517
113	2019 FORD F-150 XL	1FTEXIE54KKC54667
114	2022 STAG UTILITY TRAILER	7L4BU1628NA000466
116	2023 FORD F-150 XL	1FTFW1E87PKE83000
117	2013 CHEVY IMPALA	2GLWF5E33D1205758
118	2001 CHEVY 1500	1GCEC14WX1Z253213
119	2001 FORD CROWN VICTORIA	2FAFP73W61X139184
120	2006 CHEVY SILVERADO 1/2 TON PI	1GCEC14V86Z249112
121	2021 FORD F-150	1FTEX1EB1MFC09607
122	2019 FORD TRANSIT VAN	1FTBF4XMIKKA53790
123	2003 CHEVY CREW CAB	1GBHC23U53F193093
124	2008 FORD F-350	1FDWF37R08ED38832
125	2011 TRAILER UTILITY TRAILER	4PSL82421A1143411
126	2017 FORD F-250	1FT7W2B64HEC34330
127	1997 INTERNATIONAL NAVISTAR 4700 DUMP	1HTSCABN9VH45735
128	2008 TRAILER UTILITY TRAILER	3CVU8121282125930
131	2009 STARLITE UTILITY TRAILER	13YFS25269C112967
132	2009 FORD F-350	1FDWW36R798A5684
133	2013 DOOLITLE TRAILER	1DGCS1625DM002708
134	2014 CHANGZHOU NANXIASHU TRAILER	LNZUT1113EZ189366
135	2008 FORD RANGER	1FTYR10D18PA83698
136	2010 FORD RANGER	1FTKR1AE1APA42328
137	2010 FORD RANGER	1FTKR1AE8APA42326
138	2023 FORD MAVERICK	3FTTW8E37PRA32936
139	2023 FORD MAVERICK	3FTTW8E34PRA32828
140	2023 FORD MAVERICK	3FTTW8E35PRA32417
141	2006 CHEVY SILVERADO 1/2 TON PI	1GCEC14Z16Z248644
142	2022 FORD TRANSIT VAN	NMOGE9E24N1531506
143	2019 DODGE CARAVAN	2C4RDGBG7KR71755
144	2007 CHEVY SILVERADO	1GCEC14C47Z570029
145	2008 FORD F-150	1FTPF12V18KC95184
146	2009 CHEVY COLORADO COMPACT	1GCCS14E398146149
147	2009 CHEVY COLORADO COMPACT	1GCCS14E598146282
148	2009 CHEVY COLORADO	1GCCS14E798145649
149	2012 CHEVY TRAVERSE	1GNKVEED5CJ244297
150	2012 FORD F-150	1FTNF1CTXCKD70428
151	2021 FORD F-150	1FTNFIEBOMKE83788
152	2018 CHEVY TAHOE	1GNLCDEC8JR246491
153	2023 FORD F-350 1-TON	1FT8X3BA8PEC4845
154	1939 PIRSH AERIAL LADDER	443973DW
155	2004 HME AERIAL LADDER TRUCK	44KFT42814WZ20440

	Vehicle	VIN
156	2007 FORD VAN MAPS 12 FORD LIF	1FTSS34L17DB07408
157	2009 FORD F-350 PICKUP	1FTWF31R99EA42741
158	2010 CHEVY IMPALA	2G1WA5EK1216507
159	2010 PIERCE AERIAL LADDER (LADDE	4P1CV01E7AA011266
160	2012 FORD 350 BRUSH TRUCK	1FT8X3BT6CEB23610
161	2011 KME ENGINE (ENGINE 6)	1K9AF4286CN058318
162	2010 PIERCE ENGINE	4P1CC01H8AA610822
163	1995 PIERCE SABRE ENGINE (ENGINE	4PICTO2U8SA000207
165	2012 FORD F-350 4X4	1FT8X3BTXCEC12824
166	2012 KME ENGINE (ENGINE 2)	1K9AF42870N058491
167	2012 KME ENGINE (ENGINE 4)	1K9AF4289DN058492
168	2013 PIERCE RESCUE (RESCUE 5)	2NKHHJ8X7EM389764
169	2014 FORD EXPLORER	1FM5K8AR9EGB91701
170	2014 FORD FLAT BED F550	1FDOW5HT2EEB87676
171	2014 KENWORTH TANKER (TANKER 1)	2NKHHJ8X6EM410703
172	2014 DOOLITLE TRAILER	1DGCSY026EM007928
173	2017 PIERCE LADDER (LADDER 1)	4P1BCAGF9HA017473
174	2019 FORD F-150	1FTFX1E55KKD37576
175	2020 CHEVY TAHOE	1GNSKFEC7LR255762
176	2019 KENWORTH FERRARA RESCUE (RESC	2NKHHJ8X3LM426176
177	2021 PIERCE 107' AERIAL (LADDER	4P1BCAFF9MA022684
178	2022 FORD F-150	1FTFWI55NKE91454
179	2023 CHEVY TAHOE	1GNSKLED7PR277838
180	2023 PIERCE VELOCITY PVC	YP1BAAFF4NA025080
181	2018 INMAR MARINE TRAILER	4PGBJ1415LL076554
182	2019 INMAR MARINE TRAILER	4PGBV1817KL072566
183	2011 FORD F250	1FTBRF2A66BEB90723
184	2002 FORD F-450 WITH UTILITY B	2FDXF46F42EC96660
185	2003 FORD F-150 PICKUP	2FTRF17W13CA47346
186	2004 FORD F-450 SUPER DUTY	1FDXF46S44EC79163
187	2006 CHEVY SILVERADO	1GCEK19V06Z247169
188	2020 FORD F-250	1FDBF2A65LED09875
189	2013 CHEVY IMPALA	2GLWF5E33D1206764
190	2014 CHEVY IMPALA	2G1WA5E30E1152839
191	2019 FORD F-250	1FDBF2A60KEE89183
192	2021 CHEVY MALIBU SEDAN	1G1ZC5ST1MF00712
193	2002 FORD F-150	1FTRF17202NB67418
194	2020 FORD F-250	1EDBE2A64LED09396
195	2022 FORD F-251	1FTBF2A6XNEG45786
196	2023 CHEVROLET MALIBU	1G1ZC5ST3PF246625
197	2023 FORD TRANSIT WAGON	NMOGE9F28P1552750
198	2015 FORD F-150	1FTEX1E89FKD12353
200	2012 FORD E-350 VAN	1FDEE3FL5CA39184
201	2016 FORD F-450	1FDGF4GY5GEB34172

	Vehicle	VIN
202	2016 FORD FE-450 2015	1FDFE4FS4GDC32059
203	2016 FORD E-450 2015	1FDTE4FSOGDC32060
204	2017 FORD E-450 2017	1FDFE4FS0HDC26518
205	2017 FORD E-450	1FDFE4FS2HDC26519
206	2017 FORD E450 2015	1FDFE4FSXHDC64094
207	2019 FORD E-450	1FDFE4FS3KDC17187
208	2019 FORD E-450 2019	1FDFE4FS5KOC17188
209	2019 FORD E-450 2020	1FDFE4FS9KDC17243
210	2021 FORD E-450 2021	1FDFE4FN7MDC36354
211	2021 FORD E-450 2022	1FDFE4N9MDC36355
212	2021 FORD E-450	1FDFE4N5MPC40743
213	2021 FORD E-450 2021	1FDFE4FN3MDC40742
214	2024 STARCRAFT ALLSTAR	1FDFERN4RDD02866
215	2024 STARCRAFT ALLSTAR	1FDFE4FN3RDD02907
216	2024 STARCRAFT ALLSTAR	1FDFE4FN2RDD02896
217	2020 FORD F-150	1FTFW1E53NKE02559
218	2006 INTERNATIONAL 7400 DUMP TRUCK	1HTWDAAR16J352060
219	2009 DODGE CARAVAN	2D8HN44E89R625672
220	2021 DIAMOND UTILITY TRAILER	46UFU1821M1238005
221	2023 FORD F-150 XL	1FTEX1EB7PKE68759
222	2023 FORD F 150 4X4	1FTFW1E81PKE83414
223	2011 TIGER TRAILER	5UTBU1828BM002776
224	2019 TRAILER EXPRESS TRAILER	5CVUS1821K5000179
225	2023 FORD F-150 4X4	1FTMF1EB5PKD59116
226	1990 FORD F-450 W/ AERIAL BUCK	2FDLF47M1LCB18708
227	2004 TRAILER UTILITY TRAILER	5E5FH16264L005462
228	2007 TRAILER UTILITY TRAILER	129BU12156M001517
229	2003 INTERNATIONAL 7400 DUMP TRUCK	1HTWDAAR23J079044
230	2007 INTERNATIONAL 4400 CONT DUMP	1HTMKAANX7H352058
231	2009 FREIGHTLINER 2-T DUMP	1FVACWDU39HAG0934
232	2009 FORD F-250	1FTSW20559EA47670
233	2013 FORD F-150	1FTMF1CM3DKE06109
234	2015 CHEVY SILVERADO	1GCVKPEHOFZ243530
235	2017 FORD F-250	1FDBF2A68HEC33021
236	2019 FORD F-150	1FTMF1B4KKC91481
237	2019 FORD F-150	1FTMF1CB9KKC91480
238	2019 FORD F-150 XL	1ETMF1CBOKKF02419
239	2020 FORD F-250	1FT7W2A64LED09876
240	2022 FORD F-650	1FDNF6AN2NDE00948
241	2009 FORD EXPLORER	1FMEU73E79UA23626
242	2002 FORD F-350	1FDWF6L8ZEDZ1510
243	2016 FORD TRANSIT CONNECT VAN	NMOGE9F79G1267938
244	WELLS CARGO BOX TRAILER	1WF200F1272058358
245	2013 FORD F-250	1FTBF2B61DEA40438

	Vehicle	VIN
246	2018 FORD TRANSIT CAMERA VAN	1FTBF4X8HKB25196
247	1999 TRAILER TRAILER	492HL1829XA0
248	2007 INTERNATIONAL 4200 VT 365 RODDER	1HTMP9FM87H413473
249	2007 INTERNATIONAL 4201 VT 365 RODDER	1HTMVAFL88J570802
250	2010 FORD RANGER	1FTKR1AEXAPA42327
251	2016 FORD F-250 SERVICE BODY T	1FDBF2B6XGEB97658
252	2021 FREIGHTLINER VACCON	1FVHG3FE3NHND9921
253	2023 FORD F-250 4X4	1FTBF2BAOPED88207
254	1996 TRAILER UTILITY TRAILER	4VRUT1220TMOO3277
255	2002 FORD F-350	1FDWF36LX2ED21511
256	2003 TRAILER UTILITY TRAILER	5EJUT101431003111
257	2005 CHEVY 5500 STRIPPER	J8BE5B16057300309
258	2015 FORD F-250	1FTBF2B69FED4457
259	2017 AERIAL BOOM TRUCK	3C7WRMBL6HG514833
261	2019 FORD F-350	1FDRF3G67KEG09931
262	2023 FORD F150 SUPERCAB	1FTFX1E51PKD78827
263	2007 DODGE CARAVAN	2D4GP44L67R8279
264	2010 FORD F-150 1/2 TON PICKUP	1FTMF1CW8AKC09823
265	2017 CHEVY SILVERADO	1GCVKENH4HZ344143
266	2018 FORD F250	1FBBF2B60JEC65151
267	2023 FORD F-350 4X4 CREW CAB	1FT8W3BA2PED24489
268	2023 INTERNATIONAL PRO PATCH	3HAEVMMRXPL769219
269	2024 HOLDEN TRAILER	12HTD34331RS254532
270	2016 DODGE RAM 2500	3C6LR5AT2GG244707
271	2016 DODGE RAM 2500	3C6LR5AT2GG244707
272	1991 FREIGHTLINER HEAVY DUTY TRUCK	1FUY3LYBOMP501316
273	1991 CMI LOAD KING 35 TON COW	1B4L47243NI117354
274	1999 INTERNATIONAL 4700 SING AX	1HTSCABN4XH637793
275	2000 MEB UTILITY TRAILER	49ZV11829YA018074
276	2000 MEB UTILITY TRAILER	492UU1829YA018075
277	2000 TRAILER UTILITY TRAILER	2UU1829YA018078
280	2000 B&E TRAILER	1B9UP16241M363558
281	2001 TRI STAR TRAILER	1PFS16281W500354
282	2003 STARLITE FLATBED TRLR	13YFS182940090946
284	2003 STARLITE FLATBED TRLR	13YF18223C090799
285	2006 FORD F-250	1FTSW21536ED27825
287	2007 STARLITE FLATBED TRLR	13YFS25227C099065
288	2008 INTERNATIONAL SINGLE AXEL TRUCK	1HTWDAAR99J164004
289	2009 INTERNATIONAL 10 WHEELER	1HTWHAZT29J179982
290	2010 INTERNATIONAL SINGLE AXEL TRUCK	1HTWDAZR6BJ338296
291	2012 INTERNATIONAL TRUCK	1HTZZAAR7CJ076901
292	2011 TIGER TRAILER	5UTBU1827CM000065
293	2011 TANDEM AXEL TRAILER	5UTBU182XBM002102
294	2003 PACE AMERICAN BOX TRAILER	472WB24233X025566

	Vehicle	VIN
295	2014 INTERNATIONAL 10 WHEELER	1HTWNAZT2FH507168
296	2014 INTERNATIONAL 11 WHEELER	1HTWPAZT5FH529014
297	2014 INTERNATIONAL 12 WHEELER	1HTWPAZT7FH529015
298	2014 INTERNATIONAL SINGLE AXEL TRUCK	1HTZZAAR1FH529017
299	2015 INTERSTATE FLATBED TRAILER	1JKDLA401FM014048
300	2016 FORD F-550	1FDOW5HY3GEB18185
301	2016 FORD F-550	1FDOW5HY5GEB18186
302	2016 FORD F-550	1FDOW5HY7GEB18187
303	2016 FORD F-550	1FDUF5HT1GEC45460
304	2016 FORD F-250	1FT7W2B6XGEC45461
305	2017 TYMCO SWEEPER	1HTMMAANXHH040950
306	2016 INTERNATIONAL 10 WHEELER	1HTWPSUT9HH522941
307	2017 INTERNATIONAL TYMCO SWEEPER	1HTMMAAN1HH460884
308	2018 FORD F-150	1FTMFIEB5JKC88748
309	2018 INTERNATIONAL 10 WHEELER	1HTWPSUT9JH334992
310	2020 FREIGHTLINER HEAVY DUTY TRUCK	1FVH63FE4LHLT8644
311	2020 FREIGHTLINER 10 WHEELER	1FVHG3FE2LNT8643
312	2020 INTERNATIONAL TYMCO SWEEPER	3HAMMMMN7LL82218
313	2020 FORD F-250	1FT7W213B68LED09877
314	2021 FREIGHTLINER 114 SD	3ALHG3FEXMDML4883
317	2021 FREIGHTLINER 114SD	3ALHG3E1MDML4884
318	2020 FORD F-550	1FDOWSHN9LED39838
319	1998 MORRIS UTILITY TRAILER	4VRST1219WM005595
321	2000 ARCO TANK TRAILER	1A911382811005021
323	2002 ARCO TANK TRAILER	1A911382X1105022
324	2001 INTERNATIONAL 4900 VAC TRUCK	1HTSHAAR51H392497
325	2001 FREIGHTLINER VACTOR TRUCK	1FVHBXAK32HJ86700
326	2002 INTERNATIONAL 7500	1HSWNADR03J054964
327	2002 INTERNATIONAL 5TH WHEEL	1HSWNADR93J054963
328	2002 TRAILER UTILITY TRAILER	5EJHF162X21001296
329	2003 CHEVY 3500	1GBJC34V33E255540
330	2004 INTERNATIONAL SPREADER TRUCK	1HSWYAHR15J030791
331	2004 TANKER TRAILER	1L9BT419295G223296
332	2004 TANKER TRAILER	1L9BT419295G223297
333	2004 PETERBILT VACTOR TRUCK	2NPNLD9X65M837326
334	2009 FORD F-450	1FDAF46R59EA55796
335	2009 VOLVO FIELD GYMMY	4V5KC9EG8N289370
336	2010 FORD F-150 1/2 TON PICKUP	1FTMF1CW4AKC09821
337	2013 FORD F-550 DUMP TRUCK	1FDUF5GYXDEA40440
338	2013 FORD F-550	1FDUF5GY1DEA40441
339	2013 FORD F-250	1FTBF2A68DFA40471
340	2013 FORD F-150	1FTFICMXDKF18869
341	2014 PETERBILT SPREADER	1NPTL40X3ED240645
342	2013 INTERNATIONAL 10 WHEELER	1HTWHAZT7EH022398

	Vehicle	VIN
343	2014 FORD F-150 XL	1FTMFIM7EKE25910
344	2014 FORD F-150	1FTMF1CM5EKE25908
345	2016 FORD F-150	1FTEWIE88GKD59246
346	2016 FORD F-150	1FTMF1E8OGKE18884
347	2016 FORD F-150	1FTMF1C82GKE26794
348	2019 FORD F-550	1FDVF5GY4KA24298
349	2020 FORD F-150 XL	1FTMFIEB8LKE44557
350	2020 FORD F-150	1FTMFICB7LKE47937
351	2021 FORD F-150	1FTMF1CB5MKE83787
353	2022 STAG FLAT BED TRAILER	7L4BF2624NA002151
354	2023 FORD F150 SUPERCAB	1FTFW1E55PKF04481
355	MAXEY TRAILER	5R8CH1825BM020296
356	2010 PIERCE ENGINE	4P1CC01H1AA1010869

PREMIUM

$161,074

OPTIONAL QUOTE

Coverage	Premium
Deductible for any vehicle under $100,000 changed to $10,000	$169,703

UMBRELLA

CARRIER	The Travelers Property Casualty Company of America
A.M. BEST RATING	A++
POLICY PERIOD	04/07/2024 – 04/07/20254/7/2024 - 4/7/2025
COVERAGE	Umbrella

NAMEDINSURED

- City Of Joplin

Provides excess liability over scheduled primary liability policies, or self-insured retention.

LIMITS OF LIABILITY

Coverage & Description	Limit
General Aggregate Limit	$4,000,000
Products-Completed Operations Aggregate Limit	$4,000,000
Occurrence Limit	$4,000,000
Crisis Management Service Expense Limit	$50,000
Self-Insured Retention Any One Occurrence or Event	$10,000

UNDERLYING INSURANCEREQUIRED

Coverage & Description	Limit
General Liability	$1,000,000
Employee Benefits Liability	$1,000,000
Auto Liability	$1,000,000
Law Enforcement Liability	$1,000,000
Public Entity Management Liability	$1,000,000
Public Entity Employment-Related Practices Liability	$1,000,000

PREMIUM

$86,414

TRAVELER'S TOTAL RETENTION

Total Retention

TOTAL RETENTION TYPE	TOTAL RETENTION AMOUNT
Total Self Insured Retention	$850,000

The total retention applies to the combination of all retention obligations for the following coverages:

Public Entity General Liability
Employee Benefit Plan Liability
Law Enforcement Liability
Public Entity Management Liability
Employment–Related Practices Liability
Automobile Liability

AVIATION UNMANNED AERIAL SYSTEM

CARRIER	American Alternative Insurance Corporation
A.M. BEST RATING	A +
POLICY PERIOD	04/07/2024 – 04/07/20254/7/2024 - 4/7/2025
COVERAGE	Aviation Unmanned Aerial System

NAMEDINSURED

- City Of Joplin

LIMITS OF LIABILITY

Coverage	Limit
General Aggregate Limit	$1,000,000
War, hi-jacking and other perils Physical Damage Coverage for Drone, Ground Equipment and Payload	Included
Bail Bonds	$5,000
Fire Legal	$100,000
Contractual Liability	Policy Limit
Product liability arising out of sale of scheduled aircraft	Policy Limit
Personal Injury	$1,000,000
Medical Expense	$5,000
Aviation Personal And Advertising Injury Liability	$1,000,000

AVIATION UNMANNED AERIAL SYSTEM

Year	Make	Model	Flight Hours	Deductible	Insured Value
2016	DJI Innovations	Phantom 3	0	N/A	Not Covered
	Professional	SS3-WM3231507			
	DJI Innovations	Mavic Pro	0	N/A	Not Covered
		08QCE8801229QM			
2022	DJI Innovations	Mavic 2	25	In Motion: 10% Not In Motion: 10%	8,085
	2 Enterprise Advanced	4GCCK6NR0B0MSQ			

PREMIUM

$2,213

AIRPORT OWNERS AND OPERATORS LIABILITY

CARRIER	Ace Property and Casualty Insurance Company
A.M. BEST RATING	A++
POLICY PERIOD	04/07/2024 – 04/07/20254/7/2024 - 4/7/2025
COVERAGE	Airport Owners and Operators Liability

NAMEDINSURED

- City Of Joplin – Joplin Regional Airport

LIMITS OF LIABILITY

Coverage	Limit
Each Occurrence/Offense in respect of Bodily Injury, Personal and Advertising Injury and Property Damage	$25,000,000
Products-Completed Operations Annual Aggregate Limit	Not Insured
Personal Injury and Advertising Injury Annual Aggregate Limit	$25,000,000
Malpractice Annual Aggregate Limit	$25,000,000
Fire Damage Limit Any One Person	$150,000
Medical Expense Limit Any One Person	$1,000
Non-Owned Aircraft Liability Limit Any One Occurrence	$25,000,000
Hangar keepers no “in flight” Limit	Not Insured

DEDUCTIBLE
N/A

PREMIUM
$41,156

MEDICAL FACILITY PROFESSIONAL LIABILITY

CARRIER	TDC Specialty Insurance Company
A.M. BEST RATING	A
POLICY PERIOD	04/07/2024 – 04/07/2025
COVERAGE	Medical Facility Professional Liability

NAMED INSURED

- City Of Joplin

LIMITS OF LIABILITY

Coverage	Limit
Each Claim (other than Physical Abuse and Sexual Misconduct Claims)	$1,000,000
Each Claim – Physical Abuse/Sexual Misconduct	$100,000
Aggregate Sublimit – Physical Abuse/Sexual Misconduct	$300,000
Aggregate for all Claims	$3,000,000
Retro Date – 05/04/2017	
Each Legal Defense Proceeding	$50,000
Aggregate for all Legal Defense Proceedings	$50,000
HIPAA Proceedings Reimbursement Coverage	$50,000

DEDUCTIBLES

- Each Claim - $2,500

PREMIUM

$27,094

There is a 25% minimum earned premium endorsement on this quote.

EXCESS WORKERS COMPENSATION

CARRIER	Midwest Employers Casualty Company
A.M. BEST RATING	A+
POLICY PERIOD	04/07/2024 – 04/07/2025
COVERAGE	Workers' Compensation

NAMED INSURED

- City Of Joplin

This is a standard policy providing coverage for job-related injuries to employees.

COVERAGE AND LIMITS

Limits

Payroll	$28,492,928
Self-Insured Retention	Police/Firefighters - $750,000 All Other - $500,000 Aircraft Per Employee - $500,000
Specific Limit	Statutory
Employers Liability Limit (Per Occurrence)	$2,000,000

PREMIUM BASIS

State	Classification	Code	Payroll
MO	Street Or Road Construction: Paving Or Repaving & Drivers.	5506	$851,467
MO	Drivers, Chauffeurs, Messengers, And Their Helpers Noc - Commercial	7380	$488,256
MO	Aircraft/Helicopter Operation: Air Carrier Scheduled/Supplemental: All Other Employees & Drivers	7403	$267,885
MO	Aircraft/Helicopter Operation: Sales or Service Agency:Taxi or Sightseeing:STU	7422	$243,499
MO	Sewage Disposal Plant Operation & Drivers	7580	$1,550,778
MO	Firefighters & Drivers	7710	$5,550,804
MO	Police Officers & Drivers	7720	$6,462,757
MO	Bottle Dealer - Used & Drivers.	8264	$29,046

EXCESS WORKERS COMPENSATION

State	Classification	Code	Payroll
MO	Automobile Repair Shop & Parts Department Employees, Drivers	8391	$289,927
MO	Architectural Or Engineer	8601	$964,174
MO	Clerical Office Employees Noc	8810	$7,436,300
MO	Attorney - All Employees & Clerical, Messengers, Drivers.	8820	$214,261
MO	Hospital - Veterinary & Drivers	8831	$162,521
MO	Physician & Clerical	8832	$173,641
MO	Buildings - Operation By Owner Or Lessee	9015	$196,052
MO	Club - Country, Golf, Fishing Or Yacht - & Clerical	9060	$184,670
MO	College or School: All Other Employees	9101	If Any
MO	Park Noc - All Employees & Drivers	9102	$1,686,743
MO	Cemetery Operations & Drivers	9220	$144,081
MO	Street Cleaning & Drivers	9402	$141,524
MO	Municipal, Township, County Or State Employee Noc.	9410	$1,297,584
MO	Sign Installation, Maintenance, Repair or Removal, All Types and Drivers	9554	$156,958
		Total:	***$28,492,928***

SUBJECT TO

- MECC must be notified of any aircraft changes occurring during the policy period.

ESTIMATED ANNUAL PREMIUM

Option 1 – One year term - $192,512.00 Subject to Audit for Final Premium Determination

Two Year Term is available

PREMIUM SUMMARY

Coverage	2023 Premium	2024 Premium	Difference
Property	$290,068	$305,812	$15,744
Excess Property	-	$326,371.48	$326,371.48
General Liability	$491,811	$60,850	($43,469)
Employee Benefits Liability	Incl	$48	Incl
Law Enforcement Liability	Incl	$91,000	Incl
Public Entity Management Liability	Incl	$27,750	Incl
Public Entity Employment Related Practices Liability	Incl	$21,250	Incl
Auto Liability	Incl	$108,000	Incl
Auto Physical Damage	Incl	$53,074	Incl
Umbrella Excess Liability	Incl	$86,414	Incl
Medical Facility Professional Liability	$26,250	$27,094	$844
Fine Arts	$11,649	$11,702	$53
Workers' Compensation	$185,859	$192,512	$6,653
Crime Liability	$5,233	$5,138	($95)
Cyber Liability	$53,000	$48,000	($5,000)
Drone Liability	$2,175	$2,213	$38
Aviation Liability	$37,414	$41,156	$3,742
Total	*$1,101,459*	*$1,408,384.48*	*$304,881.48*

AGENCY BILL PAYMENT OPTIONS

Full pay for all lines – finance agreement available upon request

PAY ON-LINE

https://higginbotham.epaypolicy.com

BINDING SUBJECTIVIES

- SOV Confirmation for Auto, Property, and Inland Marine
- Confirmation of optional coverages decisions
- Signed Acords and SOVs
- Confirmed Work Comp Payroll Exposures
- Updated exposure information for the Health Department
- COI for the physicians
- Tax Exemption Form (if this is not received policies are subject to surplus lines taxes)

OPTIONAL COVERAGES

OPTIONAL COVERAGE OPTIONS

Property:

- *TRIA can be accepted for an additional $10,543*

Excess Property:

- *TRIA is not quoted and additional information is needed if a quote is desired.*

Liability Package:

- *TRIA is not quoted and additional information is needed if a quote is desired.*

Auto Physical Damage:

- *Deductible of $10,000 for vehicles under $100,000 for an additional $8,629.*

Workers Compensation:

- *Two year rate guarantee*

Crime:

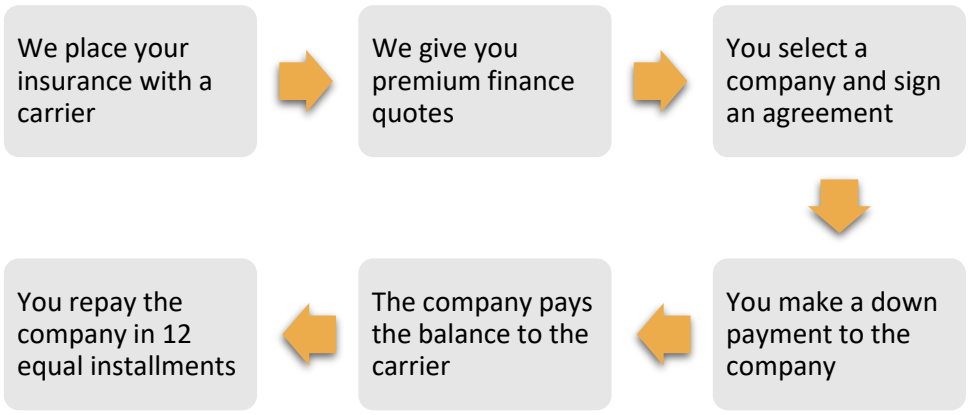
- *$2,000,000 Aggregate for an additional $993*

Cyber:

- *$3,000,000 Aggregate for an additional $66,001*

PREMIUM FINANCE

Higginbotham offers premium finance options from FIRST Funding, Imperial Premium Finance Services and AFCO Insurance Premium Finance so you avoid the upfront cost of your business insurance by spreading payments into 12 equal installments.



Getting a premium finance agreement is a wise decision for companies that want access to capital for other business investments, but it also has cash flow advantages for those that can afford the upfront cost.

RETAINED CAPITAL

Instead of draining your budget to pay the entire premium in one transaction or reducing your coverage to lower the cost, you can amortize your payments over the year to free up capital for other business expenses. That retained money can be invested without borrowing on a line of credit.

HIGHER RETURNS

You can potentially earn more on the retained capital than you would by prepaying your premiums. If you invest, and the return on that investment exceeds the cost of premium financing, then you've come out ahead.

LOWER RATES

In most cases, our rates are lower than that on your lines of credit. So, you can keep your credit lines open for other purposes. If the rate on your line of credit is lower, it may still be advantageous to use a premium finance agreement instead because it isn't a balance sheet item.

PROPOSAL ACCEPTANCE

Proposal Acceptance – City Of Joplin

In evaluating your exposures to loss, we have been dependent upon information provided by you. If there are other areas that need to be evaluated prior to binding of coverage, please bring these areas to our attention. Should any of your exposures change after coverage is bound, such as you beginning new operations, forming new entities, hiring employees in new states, buying additional property, changing locations, new product lines or services, vehicle and driver changes, etc., please let us know so proper coverage(s) can be discussed. This proposal of insurance is intended to facilitate your understanding of the insurance program we have arranged on your behalf. It is NOT intended to replace or supersede the insurance policy(ies). This proposal is a basic overview and is not intended as a substitute for actual policy provisions. This proposal does not provide all policy terms, coverages, conditions, limitations and exclusions. The policy forms govern and supersede all information provided herein. In the event of a variance between the contents of this proposal and the terms and conditions of the policy, the policy will govern and supersede all information provided herein.
Higher Limits may be available, please ask for quotes if higher limits are desired. If there are any coverages Higginbotham Insurance did not offer or discuss; please bring to our attention. We have provided this proposal based on the risks and exposure information you provided Higginbotham Insurance. Higginbotham Insurance is not liable for offering or placing coverage on undisclosed or misrepresented information. Coverage cannot and will not be provide for unforeseen and undisclosed risks or exposures. Please refer to the policy for specific terms, conditions, limitations and exclusions as this proposal is meant as a general overview and is not a legal contract. A specimen copy of the policy is available for review, upon request.

Please note any changes that need to be made to the proposal prior to binding coverage:

_____

_____

*****Any Requested Changes Are Not Guaranteed…We will issue a request to the insurance company(ies) for acceptance of the requested changes. Please be advised that some or all requested changes may result in additional premium charges. *****

We (I) hereby accept this proposal and request coverage to be bound subject to the limits, terms, conditions and exclusions presented herein. We (I) understand that this proposal is meant as a summary only of the coverage to be issued by the Company(s), and that the actual policy forms as issued will govern in the event of loss. We (I) hereby acknowledge that copies of all policy forms are available for review prior to binding on request. We (I) have reviewed and We (I) understand all information contained within this proposal. We (I) understand that the premium(s) quoted herein are subject to change after complete underwriting review.

Named Insured Signature: _____

Date: _____

Producer: _____

Date: _____

RECOMMENDATIONS

PROPERTY & CASUALTY COMMON INSURANCE COVERAGE RECOMMENDATIONS

- Property Coverages
- Liability Coverages
- Cyber / Identity Theft / Crime
- Automobile Coverage
- Workers' Compensation Coverages
- Umbrella
- Directors & Officers Liability / Employment Practices / Fiduciary

Foreign Coverages

BOND RECOMMENDATIONS

- Contract
- Court
- Fidelity
- Financial Institution
- License & Permit
- Probate
- Public Official
- Surety

EMPLOYEE BENEFITS RECOMMENDATIONS

- HR Services
- Group Medical
- Group Dental
- Group Life and Accidental Death & Dismemberment
- Long Term Care
- Section 125 Cafeteria Plans
- Short Term Disability
- Vision
- Individual Medical/Dental

LIFE DEPARTMENT RECOMMENDATIONS

- Business Planning
- Estate Planning

RETIREMENT PLAN SERVICES RECOMMENDATIONS

- Qualified Plans
- Non-Qualified Plans

RECOMMENDATIONS

PERSONAL LINES INSURANCE RECOMMENDATIONS

- Automobile
- Home
- Flood/Earthquake
- Umbrella
- Farm & Ranch
- Watercraft/Recreational Vehicles
- Personal Articles Floater

INSURANCE CERTIFICATE MANAGEMENT RECOMMENDATIONS

CertCon Services (an affiliate of Higginbotham)

- Reviews Certificates of Insurance to ensure that the requirements in Master Service Agreements, leases, subcontracts and other agreements are met
- Provides web access to the compliance status of any vendor, tenant or subcontractor
- Controls insurance costs by avoiding unnecessary claims payments under the policy
- Helps reduce premiums and keeps clients insurable

Certificate Processing

- Helps to implement industry-specific agreements
- Requests and receives certificates from vendors, tenants, subcontractors, suppliers and others
- Analyzes certificates for compliance with agreements
- Mails or emails non-compliance reports requesting corrections
- Monitors expiration dates and requests renewal certificates
- Re-analyzes certificates upon renewal of insurance
- Updates clients of the insurance status (e.g. compliance standing, contract information, requirements, etc.) via website login

CERTCON SERVICES

CertCon Services Contact

Rick Carson, Director of Operations
817-810-0870
rcarson@certcon.com

RECOMMENDATIONS

RISK MANAGEMENT INFORMATION SYSTEMS

MyWavePortal®

MyWave is a personalized Web site that allows you to click, connect and communicate with Higginbotham. It's designed to offer you time-saving resources that build convenience into managing your everyday work tasks—whether you want to collaborate with our agency online, quickly access timely news, information and resources, or connect with more than 100,000 peers in your industry.

- Collaboration Center
- Survey Benchmarking
- Community

MyWaveRM®

Whether you're looking for flyers to help support your employee safety programs or searching for Workers' Compensation information, MyWave's Risk Management Center combines efficiency with user-friendly tools and resources you will use time and time again.

- Safetyzone
- Documents on Command
- Resources
- Online Services

MyWaveOSHA®

To help you simplify and manage your OSHA reporting, we've gathered the occupational safety resources you need into one easily-accessible spot, with functionality and content designed to help you efficiently meet your OSHA reporting needs.

- Local and Resourceful
- OSHA Log Forms
- Reports and Analyses
- FAQs

SUCCEED RISK MANAGEMENT CENTER™

The Risk Management Center is a repository of tools that empowers you to proactively manage your risk exposures and reduce claims, losses and associated costs. Too, importing your claims data into the Center reveals the root causes of your losses through vivid reports. This information assists in determining the effectiveness of your overall property and casualty insurance programs and provides vital information for making loss control and risk management program changes. Nearly every exhibit contains brilliant charts to make the data easier to comprehend.

- Online Training Library
- Incident Tracking/Trending and Claims Reporting
- Employee Training Management
- Safety Data Sheet Management
- Behavior Based Safety Track
- Job Description Track
- Certificate of Insurance Management





HIG Service24

A 24/7 Service Portal

You know the saying – time is your most valuable asset. At Higginbotham, we help you make the most of it with HIG Service24. With this software, you have a resource that streamlines service, empowering you to communicate with your account team and take action on your insurance policies 24/7. You get immediate fulfillment by logging into a secure online portal or mobile app.

Service Anytime, Anywhere

HIG Service24 conveniently makes your insurance information immediately available to you so you'll never have to search for your policy documents again. And, you can act upon your policies for real-time service whenever the need arises on your computer or mobile device.

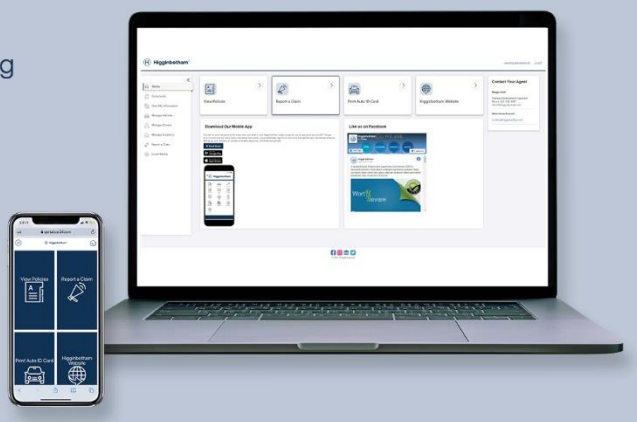
Time-Saving Capabilities

HIG Service24 is simple to use, letting you:

- Obtain Certificates of Insurance instantly.
- Print auto ID cards on demand.
- Print lists of vehicles, drivers or certificate holders.
- Request policy changes, like updating your address or adding vehicles/drivers.
- View your policy information.
- Share documents with us.
- Pay bills.
- Report claims.

Easy Access

To get started, go to https://portal.csr24.com/mvc/7282374 to create a unique login ID and password that gives you access to your insurance policies and keeps your information protected. Or, contact your account team to get set up. Either way you choose, you'll receive a user manual with step-by-step instructions so you can make the most of all the ways HIG Service24 makes the most of your time.



Higginbotham™

Lead with values and value leads.

Dawson Nimmo
VP, Public Entity Special Practice
T: (417) 973-0815
E: dnimmo@higginbotham.com

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2024-110 is an amendment to a work authorization between the City of Joplin and Olsson, Inc. for Glendale Parallel Interceptor Improvements.

MEETING DATE
April 1, 2024

ORIGINATING DEPT
Public Works - Engineering

ATTACHMENTS
CB2024-110 Ordinance; Amendment to Work Authorization; Exhibit Map

REVIEWED BY
Director of Public Works, Daniel Johnson; Director of Finance, Leslie Haase; City Attorney, Peter Edwards; Assistant City Manager, Tony Robyn; City Manager, Nicholas Edwards

SUMMARY
This Council Bill authorizes the City Manager or his designee to amend a work authorization with Olsson, Inc. in the not to exceed amount of Thirty-Seven Thousand and 00/100 DOLLARS ($37,000.00) for Glendale Parallel Interceptor Improvements.

BACKGROUND
The 2020 Facilities Plan had identified the need to upgrade the entire Glendale Parallel sanitary sewer system, which stretches from an area south of Freeman hospital, to its uppermost reaches located one block east of Connecticut Ave. See the attached Exhibit Map for reference. Now that the construction agreement with Rosetta Construction has been awarded via Council Bill 2024-101, it is now necessary to amend Olsson's work authorization so that they can provide construction support services for the job. Olsson will assist City staff with contractor submittals (review and approve shop drawings), answer contractor questions and provide as-needed expertise during construction, as well as assist with payments to the contractor. The consultant's fees are within industry standards for these services. Public Works intends to provide construction inspection and management.

FUNDING SOURCE
Sewer Fund

RECOMMENDATION
Staff recommends approval of this Council Bill on first reading.

COUNCIL BILL NO. 2024-110 **ORDINANCE NO**

AN ORDINANCE approving an amended work authorization with Olsson, Inc. in the not to exceed amount of Thirty-Seven Thousand and 00/100 DOLLARS ($37,000.00) for Glendale Parallel Interceptor Improvements and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin.

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

Section 1. That the said amendment to work authorization by and between the City of Joplin and Olsson, Inc. in the not to exceed amount of Thirty-Seven Thousand and 00/100 DOLLARS ($37,000.00) a true and accurate copy of said amendment to work authorization being attached hereto; be and the same is hereby approved.

Section 2. That the City Manager of the City of Joplin, Missouri, or his designee, is hereby authorized and directed to execute said amendment, or amendment in substantially similar form, by and on behalf of the City of Joplin.

Section 3. That upon the final approval and acceptance of the consultant's work under said contract, in substantial conformance with the attached agreement, in writing by the Director of Public Works and his certification to the effect to the Director of Finance, the consultant shall be paid from the Sewer Fund.

Section 4. That this Council Bill shall have an effective date of April 16, 2024.

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

_____, 2024 by a _____ vote.

_____

ATTEST: Douglas W. Lawson, Mayor

_____

Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

COUNCIL BILL 2024-110

I hereby certify that a sufficient amount is available in the Sewer Fund to pay the amounts called for this project.

_____

Leslie Haase, Director of Finance

CITY		ENGINEER	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: Olsson, Inc. Address: 1027 S. Main, Ste 503 Joplin, MO 64801	
Attention: Chris Parker, PE		Attention: Shaun McConnaughey, PE	
Department: Public Works		Phone: 417.627.5551	Email: smcconnaughey@olsson.com
Phone: 417.624.0280	Fax:	Glendale Parallel Interceptor	

AMENDMENT _2___ TO WORK AUTHORIZATION NUMBER _OLS-OC20-04-P1_

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 of Joplin 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 always keep track of the number of hours billable under this contract; and any work more than 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 additional compensation and reimbursement for the Scope of Work described in this Amendment be paid to the Engineer under the terms of Work Authorization Number **OLS-OC20-04-P1** exceed the sum of Thirty-Seven Thousand 00/100 Dollars ($37,000.00).

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 modification or cancellation 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

Such policies 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, 2024, 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 Three Million Three Hundred Seventy Thousand One Hundred Thirty Seven and no/100 Dollars ($3,370,137.00) for all claims arising out of a single accident or occurrence and at least Five Hundred Five Thousand Five Hundred Twenty and no/100 Dollars ($505,520.00) 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 attorney's 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 Three Million Three Hundred Seventy Thousand One Hundred Thirty Seven and no/100 Dollars ($3,370,137.00) for all claims arising out of a single accident or occurrence and at least Five Hundred Five Thousand Five Hundred Twenty and no/100 Dollars ($505,520.00) 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. 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

_____
Peter Edwards, City Attorney

Engineer: Olsson, Inc.

By: _____

Printed Name: Shaun McConnaughey, PE

Title: Water/ Wastewater Group Leader

Date: March 20, 2024

By: _____

Printed Name: Clayton Cristy

Title: Senior Project Manager

Date: March 20, 2024

By: _____
Daniel Johnson, P.E.
Public Works Director

Date: _____

MASTER AGREEMENT FOR PROFESSIONAL SERVICES
WORK ORDER # OLS-OC20-04-P1
AMENDMENT #2

Date: March 18, 2024

This AMENDMENT ("Amendment") hereby amends Work Order #OLS-OC20-04-P1 which was executed June 16, 2020 in conjunction with the General On-Call Agreement between City of Joplin, Missouri ("Client") and Olsson, Inc. ("Olsson") providing for professional services for the following Project (the "Agreement"):

PROJECT DESCRIPTION AND LOCATION

Project is located at: Joplin, Newton County, Missouri

Project Description: Glendale Parallel Interceptor Improvements – Lower Reach

Work Order # OLS-OC20-04-P1 is amended as follows:

SCOPE OF SERVICES

Client and Olsson hereby agree that Olsson's Scope of Services under the Agreement is amended by adding the services specifically described below for the additional compensation set forth below:

PHASE 600 – CONSTRUCTION PHASE SERVICES

TASK 610: CONSTRUCTION ADMINISTRATION - $18,300

Olsson shall perform the following construction administration services:

- Attend a pre-construction meeting.
- Receive, log and review contractor submittals (i.e. shop drawings, cut sheets).
- Answer contractors' questions and interpret construction documents. Questions and interpretations will be answered with a written Request for Information (RFI) or similar process.
- Attend a monthly progress meeting as coordinated by the Contractor to evaluate progress.
- Assist Client in reviewing monthly pay requests.

TASK 620: CONSTRUCTION GIS DELIVERABLE - $18,700

Olsson shall perform the following services to provide a GIS deliverable of the record drawings:

- Complete a post-construction survey of the manholes to determine the rim elevation, pipe inverts and diameter within the project limits.

- Provide the manholes in a shapefile with the attributes collected from the post-construction survey. Linework shall be depicted by connecting manhole points and provide the material and diameter.

For Phase 600, Client shall pay to Olsson for the performance of the Scope of Services, the actual time of personnel performing such services, and all actual reimbursable expenses on a time and expense basis not to exceed **$37,000**.

Should Client request work in addition to the Scope of Services, Olsson shall invoice Client for such additional services (Optional Additional Services) at the standard hourly billing labor rate charged for those employees actually performing the work, plus reimbursable expenses if any. Olsson shall not commence work on Optional Additional Services without Client's prior written approval.

SCHEDULE FOR OLSSON'S SERVICES

Unless otherwise agreed, Olsson expects to perform its services covered by this Amendment as follows:

Anticipated Phase 1 Construction Start Date: April 2024
Anticipated Phase 1 Construction Completion Date: May 2025

Olsson will endeavor to start its services on the Anticipated Start Date and to complete its services on the Anticipated Completion Date. However, the Anticipated Start Date, the Anticipated Completion Date, and any milestone dates are approximate only, and Olsson reserves the right to adjust its schedule and any or all of those dates at its sole discretion, for any reason, including, but not limited to, delays caused by Client or delays caused by third parties.

COMPENSATION

For the additional Scope of Services specifically set forth in this Amendment, Client shall pay Olsson the following fee in addition to the fee(s) set forth in the Agreement:

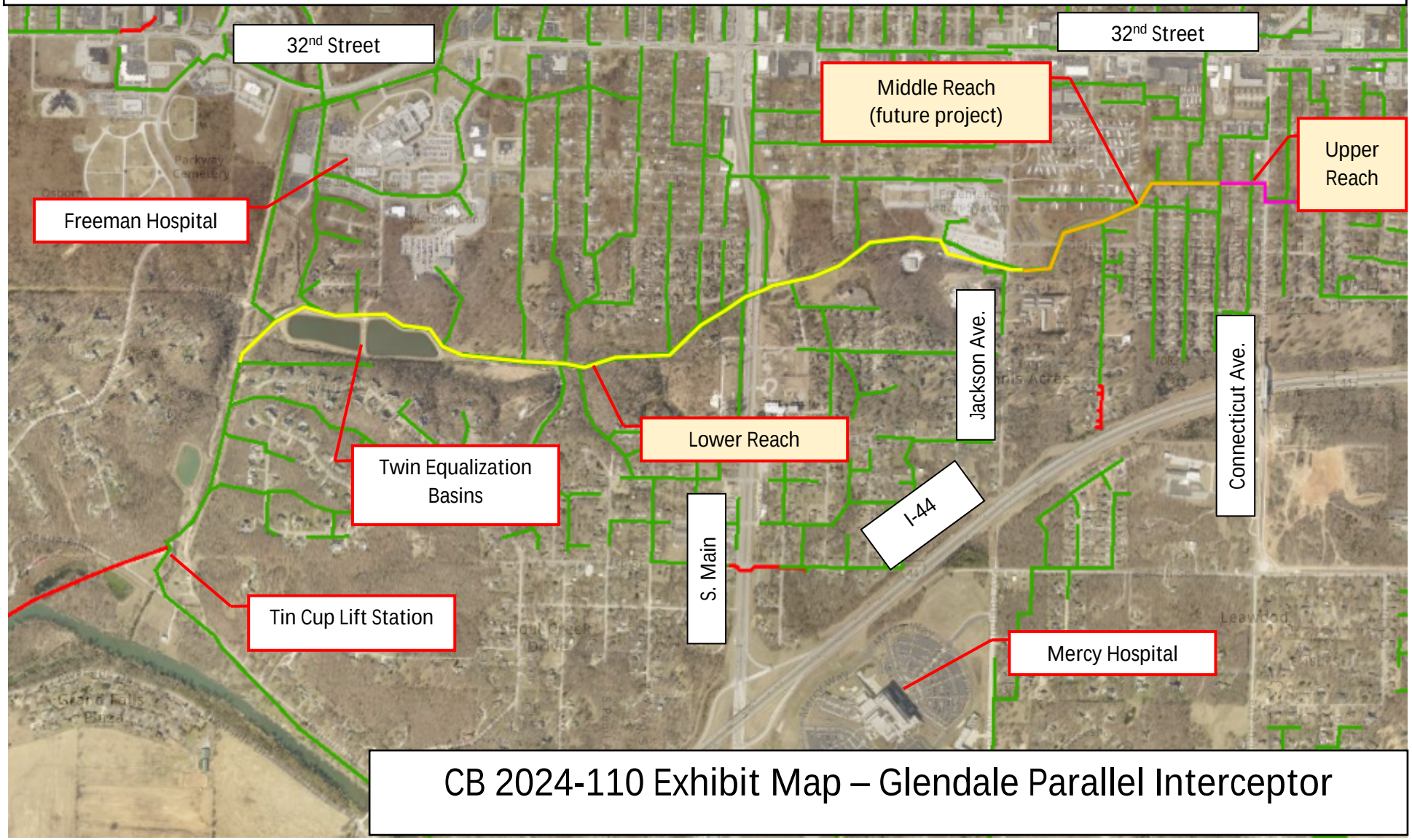
Client shall pay to Olsson for the performance of the Scope of Services, the actual hourly labor rates of personnel performing such services on the project times a factor of 3.2, and all actual reimbursable expenses in accordance with the Reimbursable Expense Schedule attached to this agreement. Olsson shall submit invoices on a monthly basis, and payment is due within 30 calendar days of invoice date.

Olsson's Scope of Services will be provided on a time-and-expense basis not to exceed $37,000.00.

TERMS AND CONDITIONS OF SERVICE

All provisions of the original Agreement not specifically amended herein shall remain unchanged.

Glendale Parallel Interceptor Improvements – All Reaches



CB 2024-110 Exhibit Map – Glendale Parallel Interceptor

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2024-264 Development Agreement with ALLO Missouri, LLC to construct a Fiber Optic Network for the City of Joplin.

MEETING DATE
April 01, 2024

ORIGINATING DEPT
Planning, Development and Neighborhood Services

ATTACHMENTS
Council Bill 2024-264
ALLO Missouri Development Agreement
Citywide Fiber Optic Network Partnership RFP
ALLO Missouri Response to RFP
Broadband Interview Scores

REVIEWED BY
Director of Planning, Development & Neighborhood Services: Troy Bolander; Finance Director: Leslie Haase; City Attorney: Peter Edwards; City Manager: Nicholas Edwards

SUMMARY
This Council Bill approves the Development Agreement with ALLO Missouri for the construction of a fiber optic network with a not to exceed amount of Five Million and 00/100 dollars ($5,000,000.00) for the construction of a second CO, fiber drops to the City's anchor institutions and a buried "Mainline Fiber" backbone.

BACKGROUND
July 05, 2022 council approved the Master Agreement for Consulting Services with Alvarez & Marsal to develop, release, and analyze the City's request for information (RFI) to garner market interest in a future P3; as well as continue the momentum with the release of a subsequent request for proposal (RFP). The outcome of this process resulted in nine responses to the RFP, of the nine proposals five were selected by areas of cost, availability, capacity, reliability, speed, experience, disaster response and customer service. Five were interviewed as A&M followed up with a more in depth financial due diligence review which narrowed the field to three. The financial requests from the final 3 ranged from a City investment of $20 million, the City providing a 30-year loan in the amount of $12 million, and ALLO's request for zero City investment. ALLO also stood out in areas including disaster response plans & the hardening of the system to future disasters. ALLO also agreed to the City's request of a second CO, fiber drops to anchor institutions and buried mainline fiber funded with $5 Million in ARPA dollars that were allocated for the City's Broadband Project.

FUNDING SOURCE
American Rescue Plan Act of 2021 (ARPA): $5,000,000.00

RECOMMENDATION

Staff recommends approval of Council Bill 2024-264 Development Agreement with ALLO Missouri, LLC with a not to exceed amount of Five Million and 00/100 dollars ($5,000,000.00) for the construction of a city-wide fiber optic network on First Reading.

DEVELOPMENT AGREEMENT
BETWEEN
CITY OF JOPLIN AND ALLO MISSOURI, LLC

CITY		ISP	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: ALLO Missouri, LLC Address: 330 S. 21st Street Lincoln, Nebraska 68510	
Attention: Troy Bolander		Attention: Bradley A. Moline, President and CEO	
Department: Planning, Development & NS		Phone: (402) 480-6550	Fax: N/A
Phone: (417) 624-0820	Fax:		

WHEREAS, the City has identified significant broadband gaps and desired improved broadband connectivity and

WHEREAS, ALLO Missouri, LLC ("ISP") has been selected by the City of Joplin, Missouri (the "City") process to construct a fiber optic network intended to pass all homes, anchor institutions, and businesses in the City

WHEREAS, the City and ISP expect the Project (as defined below), when operational, to provide significant socio-economic and community benefits to the City over time; and

WHEREAS, to develop the Project, ISP will incur significant costs, including costs for items that are for a public purpose and will benefit the City; and

WHEREAS, the City and ISP enter into this Development Agreement (the "Agreement"), whereby ISP agrees to fund, develop, and build the Project and the City agrees to provide certain concessions, including reimbursement of certain fees and expenses.

THIS AGREEMENT is made and entered into this ____ day of _____, 2024, by the City and ISP ("Effective Date").

The City and ISP agree to the following:

1. **The Project**. The "Project" means the construction of a fiber optic network that is able to offer high-quality, fiber optic broadband to substantially all residents, anchor institutions, and businesses in the City (the "Network") that are accessible using public rights-of-way and similar public easements, ways and extension and additions thereto (collectively, the "ROW"). The Network facilities shall be owned and

operated by ISP and located within the corporate limits of the City, as detailed in Attachment A (the "Project Area").

2. **Period of Performance.** Promptly following the Effective Date, the Parties shall enter into the Non-Exclusive Public ROW License Agreement, the form of which is attached hereto as Exhibit E ("Non-Exclusive Public ROW License Agreement"). The ISP will make commercially reasonable efforts to construct and Substantially Complete the Network within 24 months following the date the first Network construction permit is duly issued by the City to ISP. The ISP will have until August 31, 2026, to seek reimbursement for Eligible Expenses in accordance with this Agreement. "Substantially Complete" or "Substantial Completion" means the date, as reasonably determined by ISP, that the Network is capable (but for lack of a fiber drop) of providing broadband services to substantially all passings in the City. "Passing" means a physical location (residence, business, or government entity) within the Project Area that ISP is capable of serving from its Network within ROW using a drop. ISP shall provide written notice of Substantial Completion to the City and shall provide reasonable supporting evidence to demonstrate the Network is Substantially Compete.

3. **ISP Responsibilities**. ISP agrees to the following list of responsibilities and deliverables:
   - ISP will construct a the Network intended to pass every home, anchor institution, and business identified in the map on Attachment A. This obligation is subject to the buildout requirements included in the Non-Exclusive Public ROW License Agreement, and shall exclude areas in which ISP is unable to obtain access through the ROW or other private property access right. After the Network identified in Attachment A is completed, ISP shall have the right, but not the obligation, to extend its facilities to additional portions of the City.
   - ISP will offer discounted broadband option for low-income households, which may be satisfied by ISP's participation in the FCC's Affordable Connectivity Program or any successor plan ("ACP Plan"). To the extent that the ACP Plan is no longer active, ISP will coordinate with the City to develop a low-income plan and agrees to make commercially reasonable efforts to provide discounted broadband to qualifying households in the City.
   - ISP will operate a customer service line and online services that are substantially similar to ISP's customer service practices in existing markets and are intended to meet the needs of the City's citizens. In addition, the ISP will operate a local business office that will be open to the public during regular business hours.
   - ISP will provide the name and contact information for the local ISP primary point of contact and will keep the City updated should the contact person change.
   - ISP agrees to make its commercially reasonable efforts to meet the construction schedule included in Attachment B.
   - To the extent that the City contributes funding derived from the American Rescue Plan Act of 2021 ("ARPA") to fund construction of the Network, ISP shall adhere with applicable ARPA rules and reporting requirements as detailed in Attachment C.
   - ISP will have diverse backhaul circuits into the City and will place two Central Offices (each, a "CO") within the City. Each CO will serve approximately half the city. ISP will install a diverse fiber optic ring between the COs. These enhancements are expected to increase reliability of services to the residents and businesses in the City. If one CO is rendered wholly or partially inoperable, , it is expected the alternate CO will continue to operate providing services to its service area (approximately half the City) as well as any institutions or businesses with redundant fiber connections to both COs. Each CO will be equipped with battery backup and a backup generator to ensure operation during power events.
   - ISP will maintain a disaster recovery plan. ISP's current Disaster Recovery Plan is included as Attachment D ("Disaster Recovery Plan"). ISP will test the Disaster Recovery Plan with City officials present a minimum of twice per year and report the results of the test to the City. The Disaster Recovery Plan will include a description of the storage of spare electronics and fiber needed to restore the network after an outage.

- ISP will construct the Network in accordance with its current processes and procedures and prevailing industry standards as they are in effect from time to time. However, ISP will reasonably cooperate with the City to ensure that at least some of the early construction is within low to moderate income neighborhoods.
- ISP will provide a written description of its processes used to log problems reported by customers and a description of how ISP confirms all problems are addressed and resolved.
- ISP shall not increase retail prices for its 1 Gig residential broadband service tier for a period of 36 months following the Effective Date (it being understood and acknowledged that the foregoing shall not prohibit ISP's ability to passthrough any governmental fees, charges, or other expenses to its customers located in the City).

4. **Technical Requirements**. The Network will meet the following technical requirements.
   - ISP will initially utilize XGS-PON electronics technology that is capable of delivering up to 10-gigabits of upload and download speed to residents and businesses.
   - The Network will consist of a minimum of 30% buried fiber, with the percentage measured in terms of route miles.
   - Buried fiber must be located inside of a conduit that includes a locating wire or is otherwise discoverable by the locating equipment used to identify buried utilities. All conduit must be buried to a depth of at least 36 inches below street level unless alternate depths are agreed upon by City and ISP or otherwise permitted by applicable law. Notwithstanding the foregoing, fiber drops shall not be subject to the burial depth requirements found in this Section 4.
   - For aerial fiber construction, ISP shall execute a pole attachment agreement with the pole owner(s) in the City to the extent such agreement is required by the applicable pole owner. Copies of the executed pole attachment agreement(s) shall be provided to the City before starting any make-ready or fiber construction on poles. If the ISP requires additional poles to be installed to meet the Network's final design, the ISP will seek approval from the City prior to installing the new poles, and the City's approval shall not be unreasonably withheld, conditioned, or delayed.
   - ISP shall obtain all permits, ROW authority, and easements from the appropriate government entity for public rights-of-way necessary to Substantially Complete the Network. These may include, but are not limited to, all authorities having jurisdiction (local, state, and federal), railroad crossings, water crossings, wetland crossings, and road crossings. ISP shall use commercially reasonable efforts to obtain private right-of-way, private easements, and other rights of access with private parties required for the construction of the Network. Upon request, the, ISP will provide the City with electronic copies of the aforementioned documents for inclusion in the project records and archives.
   - ISP shall adhere to national standards related to fiber construction and fiber electronics as each are applicable and in effect from time to time, including:
     - National Electrical Code, NFPA 70
     - ANSI/TIA/EIA Standards
     - Fiber Optic Test Standards, TIA/EIA-526
     - Customer-owned Outside Plant. ANSI/TIA/EIA-758
     - National Electric Safety Code
   - ISP shall follow applicable State and local requirements for the safe locating of existing underground utilities and other impediments.
   - ISP shall allow for inspection by the City of the construction process to make sure that the Network meets the design specifications outlined in this Agreement.
   - ISP shall adhere to all City requirements related to construction of the Network including:
     - Applying for all necessary permits;
     - Maintaining compliance with applicable Missouri 811 laws;
     - The ISP agrees that during construction of the Network, adequate barricades, guards and warning signs, lights or devices consistent with the requirements contained in the Manual on Uniform Traffic Control Devices shall be provided by ISP during construction;
     - Notification to the public for scheduled construction;
     - Safety rules for routing traffic around construction zones;

    - Rules associated with maintaining a neat worksite and mitigating mud and runoff;
    - Inspection of work site before, during, or after construction, as required;
    - To the extent possible, return construction areas to the condition present before construction.
  - ISP shall use commercially reasonable efforts to construct the Network in a manner that is safe for the public and for contractors working on the Network.
  - ISP shall maintain a log of all complaints from residents related to the construction process. The log should include the resolution of the complaint. Upon request, ISP shall share the log with the City during the Network construction process.
  - ISP shall provide a written description of the process by which the public may notify ISP about damage caused during Network construction. This process of logging problems from the public and resolving each issue is included in Attachment E.
  - ISP shall provide a copy of final construction drawings to the City in an electronic format to be agreed upon by the parties.

5. Responsibilities of the City. The City shall make commercially reasonable efforts to remove barriers that may delay the construction of the Network, and will reasonably cooperate with ISP to remove such barriers as they are identified. The City agrees to work with ISP to clear administrative hurdles as they occur during the construction process by taking certain steps including, but not limited to, the following:

- The City shall pay all Eligible Expenses in accordance with this Agreement;
- City will review and approve construction in ROW; City permits shall not be required for ISP's drops;
- City will offer an efficient, documented permitting process that describes the needed detail to be provided by ISP, the cost, and the expected turnaround time to approve permit requests;
- City will strive to provide locations on City-owned or controlled land for the placement of the ISP COs and fiber distribution cabinets. City shall provide a location for ISP to store fiber and other construction materials during the construction process;
- City will make all GIS data, parcel data, and data concerning the location of other utilities available to ISP. Such data will be provided in GIS format (e.g., geodatabase (.gdb) or shapefiles (.shp)) when possible. City will keep ISP informed of changes from other utilities during the construction process;
- City will provide updated list of addresses of residents, business, and anchor institution locations when requested by ISP;
- City will provide contact information for homeowner associations, private developers, or any other entities that ISP may need to coordinate with during construction; and
- City will provide sufficient staff to be able to meet its permitting and locating obligations in a timely manner and at a reasonable nominal cost to the ISP.

6. City Contribution; Reimbursement. The City shall contribute up to $5,000,000 to the ISP's construction of the Network in the form of cash reimbursement to the ISP ("Aggregate City Reimbursement") toward the following construction requirements, which are designed to benefit the City by adding additional resiliency features to the Network:

a. Construction of an additional and redundant CO to allow for redundancy of the Network in the event the primary CO is unable to serve the Network. The location of such CO is to be mutually agreed upon by the ISP and the City prior to the construction of the Network.
b. A fiber drop to the City's anchor institutions will be installed to add additional security and protection of their connections. Anchor institutions shall include city hall, public works operations facility, public schools, police stations, fire stations, hospitals, and similar Passings within the Project Area that serve a public purpose.
c. Mainline Fiber will be buried to ensure the main backbone of the Network is protected. "Mainline Fiber" means primary and backbone fiber optic cables that form the core of the Network. Prior to construction, the ISP will reasonably coordinate with the City to identify Mainline Fiber routes, and will identify in a final construction map the Mainline Fiber routes that will be buried prior to construction permits being issued.
d. The activities undertaken by ISP in accordance with Section 6.a, 6.b, and 6.c are collectively referred to as the "Reimbursable Activities". All costs and expenses for materials, labor, subcontractor costs and expenses, permitting expense charged by entities other than the City, and all other costs and expenses

which are related to, or arise from, the Reimbursable Activities shall be collectively referred to as the "Eligible Expenses."

e. The ISP will have until August 31, 2026 to submit Reimbursement Requests for Eligible Expenses in accordance with the procedures in this Section 6.e. Commencing after any Eligible Expenses have been incurred by ISP, ISP shall have the right to periodically submit requests for reimbursement (each, a "Reimbursement Request") to the City. Reimbursement Requests shall not be submitted more frequently than monthly and collectively shall not exceed the Aggregate City Reimbursement. Each Reimbursement Request shall be accompanied by cost breakdowns for Eligible Expenses. Upon receipt of a Reimbursement Request, the City shall promptly review the Reimbursement Request and shall promptly inform ISP of any disputes relating to the applicable Reimbursement Request. The City shall pay all undisputed amounts associated with Reimbursement Requests within thirty (30) calendar days of its receipt of the applicable Reimbursement Request. All disputes associated with Reimbursement Request shall be resolved by ISP and City in accordance with Section 33 of this Agreement. If the City fails to pay any amounts detailed within a Reimbursement Request and such Reimbursement Request is not disputed by the City within fourteen (14) calendar days of receipt of the applicable Reimbursement Request, then, in addition to any other remedies at law or equity, ISP shall have the right to offset unpaid amounts of Reimbursement Requests on a dollar for dollar basis against any fees payable to the City under the Non-Exclusive Public ROW License Agreement or any successor agreement.

7. Working Relationship Between ISP and City.

- The City and ISP will work together after signing this Agreement to develop a reporting process for the parties to regularly communicate on the Project.
- ISP agrees to regularly report to City Council on the progress of the Project.

Each party shall designate a specific single point of contact for all correspondence between the two parties, along with alternate contact if the primary contact is not available.

8. Insurance Requirements. Without limiting any of the other obligations or liabilities of the ISP, the ISP shall secure and maintain at its own cost and expense, throughout the duration of this Agreement and until the work is Substantially Complete, insurance in accordance with this Section 8. After Substantial Completion, ISP shall maintain insurance in accordance with the Non-Exclusive Public ROW License Agreement. 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 ISP to maintain adequate insurance coverage during the term of the Agreement. Failure of the ISP to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability in general.

The certificates of insurance, including evidence of the required endorsements hereunder or the policies, shall be filed with the City within ten (10) days after the date of the receipt of Notice of Award of the Contract to the ISP and prior to the start of work. All insurance policies shall require that the insurance company in question provide thirty (30) days written notice prior to modification or cancellation of such insurance. Such notices shall be mailed, certified mail, return receipt requested, to:

City of Joplin - Public Works, 602 S. Main Street, Joplin, MO 64801

Such policies 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, 2023, 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 Premises, Operations, Products and Completed Operations, Contractual Liability, Broad Form Property Damage, Independent ISPs, Explosion, Collapse, and Underground Property Damage and endorsed for blasting if blasting required. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least $3,370,137.00 for all claims arising out of a single accident or occurrence and at least $505,520.00 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. ISP 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 ISP, its employees, officers or agents. ISP 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 $3,370,137.00 for all claims arising out of a single accident or occurrence and at least $505,520.00 with respect to injuries and/or death of any one person in a single accident or occurrence.

d. Subcontractors. The ISP shall require subcontractors performing construction work related to the Project to maintain all insurance required in subparagraphs (a), (b) and (c) hereof and in like amounts.

e. Notice. The ISP and/or subcontractor shall furnish the City prior to beginning the work, the policy as specified in subparagraph (d), and satisfactory proof of carriage of all the insurance required by this Agreement, with the provision that policies shall not be canceled or non-renewed without thirty (30) days written notice to the City of Joplin.

f. 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 ISP, upon 30 days written notice, to execute an addendum to this Agreement whereby the ISP agrees to provide, at a price not exceeding ISP'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.

9. Certification Regarding Disbarment, Eligibility, Indictments, Convictions or Civil Judgements for all Federal Aid Projects: By signing and submitting the bid, the authorized official of the bidder, under penalty of perjury under the laws of the USA, shall certify that, except as noted in the exceptions, the company or any person associated therewith in the capacity of owner, partner, director, officer, principal investor, project director, manager, auditor or any position involving the administration of federal funds:

a. Is not currently under suspension, debarment, voluntary exclusion or determination of ineligibility by any federal agency.
b. Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years.
c. Does not have a proposed debarment or suspension pending.
d. Has not been indicted, convicted or had a civil judgment rendered against any of the listed parties by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

9.1 If there are any exceptions, the bidder shall submit the exceptions on company letterhead, signed by the bidder and inserted inside the bid submitted. Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, the bidder shall indicate to whom it applies, the initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

9.2 By signing the Agreement, the ISP shall further certify that all related subcontracts of $25,000 shall comply with the requirements of this Section 9.

10. ISP's responsibility for subcontractors. The ISP shall be as fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as ISP is for the acts and omissions of persons it directly employs. ISP shall cause appropriate provisions to be inserted in all subcontract agreements relating to this work, to bind all subcontractors to ISP by all applicable terms herein set forth, and insofar as applicable to the work of subcontractors and to give ISP not less than the same power regarding termination of any subcontract as the City may exercise over ISP under any provisions of this Agreement. Nothing contained in this Agreement shall create any contractual relation between a subcontractor and the City.

11. General Independent Contractor Clause. This Agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the ISP will be an independent contractor and not the City's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Missouri Revenue and Taxation laws, Missouri Workers' Compensation and Unemployment Insurance laws. The ISP will retain sole and absolute discretion in the judgment of the manner and means of carrying out the ISP's activities and responsibilities hereunder. The ISP agrees that it is a separate and independent enterprise from the City, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize prevailing industry standards while performing the work. This Agreement shall not be construed as creating any joint employment relationship between the ISP and the City, and the City will not be liable for any obligation incurred by the ISP, including but not limited to unpaid minimum wages and/or overtime premiums (it being understood and acknowledged by the City that the foregoing shall not restrict ISP's right to seek reimbursement for Eligible Expenses).

12. Reserved.

13. Termination; Default.

a. A Default under this Agreement shall occur if: (1) a party materially breaches this Agreement (2) such breach is not excused by any provision of this Agreement; and (3) such breach continues un-remedied for a period of thirty (30) calendar days following receipt of written notice from the non-breaching party. If the breach by its nature cannot be cured within thirty (30) calendar days, and the breaching party within that time has diligently commenced a cure that is satisfactory to the non-breaching Party, there shall be no Default as long as the Party diligently continues such cure to completion as soon as possible, and in no event exceeding sixty (60) calendar days of the original Notice of Default. Without limiting the foregoing the following shall also constitute a Default: (4) a series of non-material or persistent breaches by ISP that, in the aggregate, have a material and significant adverse impact on the services to, or the support and operational management of, the Network; or (5) ISP becomes insolvent, is unable to pay its debts, enters into or files a petition, arrangement, application, action or other proceeding seeking relief or protection under the bankruptcy laws of the United States, or is the subject of any such proceeding initiated by another party and such proceeding is not discharged and/or dismissed within ninety (90) days of the filing date.

b. Upon the occurrence of a Default, the non-breaching party shall have the right, subject to any express limitations contained in this Agreement, to immediately terminate this Agreement and/or suspend performance under this Agreement. Unless otherwise stated in this Agreement, nothing in this Agreement shall preclude either Party from also pursuing other available remedies, including, but not limited to, damages, injunctive relief, and costs (including reasonable attorneys' fees).

14. Liability and Indemnity.

a. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES, WHETHER FORESEEABLE OR NOT, INCLUDING WITHOUT LIMITATION AS APPLICABLE, ECONOMIC LOSS OR LOST BUSINESS OR PROFITS, INTERRUPTIONS OF SERVICE, OR ANY DELAY, ERROR OR LOSS OF DATA OR INFORMATION, ARISING IN ANY MANNER OUT OF, OR IN CONNECTION WITH, THIS AGREEMENT AND A PARTY'S PERFORMANCE OR NONPERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY), ALL CLAIMS FOR WHICH ARE HEREBY SPECIFICALLY WAIVED. THE MAXIMUM AGGREGATE LIABILITY OF ISP FOR ANY AND ALL CLAIMS ARISING FROM, OR RELATING TO, THIS AGREEMENT, SHALL NOT EXCEED THE LESSER OF (1) THE FEES PAID AND OWED TO ISP UNDER THIS AGREEMENT; OR (2) $5,000,000. The foregoing limitations of liability shall not apply to claims arising from or relating to a party's gross negligence or willful misconduct.

b. Except as provided herein, each Party and subject to Section 14.a, on behalf of itself and its affiliates, directors, officers, employees, agents, successors, and assigns ("Indemnitor") agrees to indemnify, defend, protect and hold the other Party and its directors, officers, directors, employees, agents, successors, and assigns ("Indemnitee") harmless from and against any claims, suits, actions or damages brought or asserted by a third party of any kind or character (collectively "Claims") and from and against any liability, losses, fines, judgments, costs and expenses (including reasonable attorney, accountant and expert fees) arising out of any Claims (collectively, "Losses") incurred by any Indemnitee (a) because of the death of any person, or any injuries or damage received or sustained by any persons or property, which in whole or in part arises on account of the negligent acts, errors, or omissions or willful misconduct of the Indemnitor in the performance of its obligations or exercise of its rights under this Agreement, including any material violation by Indemnitor of any law or permit applicable thereto; (b) under the Workers' Compensation laws asserted by any other person providing goods or services for or on behalf of any of the foregoing in connection with this Agreement; or (c) arising out of, caused by, related to, or based upon, a contractual or other relationship between such claiming party and the Indemnitor. The Indemnitor shall defend the Indemnitee in any proceeding alleging the third party claims listed above, at Indemnitor's sole cost and expense. The Indemnitor will have the option to select and provide legal counsel for that defense. If Indemnitee wants additional counsel of its choosing, the costs and expenses of the additional counsel will be Indemnitee's responsibility, and Indemnitor will have no obligation to pay additional counsel. Indemnitor's counsel will lead, direct and manage the litigation, and will ensure Indemnitee's additional counsel receives adequate information to monitor the litigation.

c. The ISP shall indemnify and hold the City harmless from all wages or overtime compensation due any of ISP's employees in rendering services pursuant to this agreement or any subcontract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, the Missouri Prevailing Wage Law or any other federal or state law.

c. The indemnification obligations of ISP hereunder shall not be limited by any limitations as to the amount or type of damages, compensation or benefits payable by or for the ISP, under any federal or state law, to any person asserting the claim against City, its elected or appointed officials, agents and employees, for which indemnification is sought.

d. The indemnification obligations herein shall not negate, abridge or reduce in any way any additional indemnification rights of the City, its elected or appointed officials, agents and employees, which are otherwise available under statute, or in law or equity.

e. The ISP shall indemnify and hold the City harmless for any penalties, fines, fees or costs, including costs of defense, which are charged or assessed by any Federal, state or local agency including, but not limited to, Environmental Protection Agency or Department of Natural Resources directly caused by ISP's gross negligence or willful misconduct.

15. Force Majeure Events. Notwithstanding any other provision of this Agreement, neither party shall be responsible to the other party, or for any loss or damage, resulting from any event or circumstance beyond the reasonable control of the Party, including but not limited to an earthquake, hurricane, fire, flood, lightning, sinkhole or other forces of nature, acts of war, terrorism (including cyberterrorism), or civil unrest, strikes, lockouts or other labor unrest, unforeseeable inflation or supply chain issues, pandemics or legal order, government action or application of laws, regulations or codes (each a, "Force Majeure Event"). A party whose performance is impacted by a Force Majeure Event shall provide reasonable notice to the other party and shall make commercially reasonable efforts to minimize the impact of the Force Majeure Event on its performance. The deadline by when a party must perform an obligation under this Agreement, shall be postponed by the period of time by which the party's ability to perform that obligation is materially prevented or interfered with by a Force Majeure Event.

16. Confidentiality. The City agrees to keep confidential any and all Confidential Information, to the fullest extent permitted by law. In the event a public records request is made for Confidential Information and/or documents designated as confidential or proprietary, the City shall notify ISP as soon as possible. For all purposes of this Agreement, the term "Confidential Information" shall collectively refer to all non-public information or material disclosed or provided by one party to the other either orally or in writing including without limitation: (a) business plans, strategies, forecasts, projects and analyses, (b), financial information and fee structures, (c) business processes, methods and models, (d) employee information, (e) specifications, (f) manufacturing, purchasing, logistics, sales, technical, product and marketing information, and (g) customer information or personal data.

17. Hierarchy of Documents. In the event of a conflict between this Agreement and the Non-Exclusive Public ROW License Agreement , the order of precedence set forth below shall control:

a. Non-Exclusive Public ROW License Agreement
b. This Agreement

18. Conflict of Interest. In accepting this contract, ISP certifies that no member or officer of its firm or corporation is an officer or employee of the City of Joplin, Missouri, or any of its boards or agencies, and further that no officer or employee of the City has any financial interest, direct or indirect, in this contract. All applicable federal regulations and provisions of R.S.Mo. Section 105.450 et seq. shall not be violated.

19. Assignment. Except as provided for in this Section 20, ISP shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the City thereto, such consent not to be unreasonably withheld, conditioned, or delayed. No such consent shall be required for: (a) a transfer in trust, by mortgage, by other hypothecation, or by assignment of any rights, title, or interest of this Agreement or Network to secure indebtedness; or (b) an assignment or transfer to corporation, partnership, or other legal entity controlling, controlled by or under common control of the ISP, or to any successor to the ISP by purchase, merger, consolidation or reorganization.

20. Nondiscrimination. The ISP agrees in the performance of this contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, status as a protected veteran or status as a qualified individual with a disability, or political opinion or affiliation, against any employee of ISP or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder. The parties hereby incorporate the requirements of 41 C.F.R. §§ 60-1.4(a)(7), 29 C.F.R. Part 471, Appendix A to Subpart A, 41 C.F.R. § 60-300.5(a)ii and 41 C.F.R. § 60-741.5(a), if applicable.

a. This ISP and its subcontractors shall abide by the requirements of 41 C.F.R. § 60-300.5(a). This regulation prohibits discriminations against qualified protected veterans and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

b. This ISP and its subcontractors shall abide by the requirements of 41 C.F.R. § 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

21. Nonresident/Foreign Corporation. ISP shall procure and maintain during the life of this contract:

a. If the ISP is a foreign corporation, a certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.570 R.S.Mo.

b. A certificate from the Missouri Director of Revenue evidencing compliance with the transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230 RSMo.

22. Notices. All notices required or permitted hereinunder and required to be in writing may be given first class mail addressed to City and ISP at the addresses shown above. The date of delivery of any notice given by mail shall be the earlier of the date falling on the second full day after the day of its mailing or the date or receipt (as demonstrated by a return receipt or similar documentation).

23. Records and Audits. The ISP shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all Eligible Expenses and such other records as may be deemed necessary by the City to assure proper accounting for Eligible Expenses. These records will be made available for audit purposes to the City or any authorized representative and will be retained for three years after Substantial Completion.

24. Authorized Employees. ISP acknowledges that Section285.530, RSMo, prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the State of Missouri. ISP therefore covenants that is not knowingly in violation of subsection 1 or Section 285.530, RSMo, and that it will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to perform work on the Project, and that its employees are lawfully to work in the United States.

25. Interest of Members of a City. No member of the governing body of the City and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of the Project, shall have any personal financial interest, direct or indirect, in this Agreement, and the ISP shall take appropriate steps to ensure compliance.

26. Affidavit for Contracts Over $5,000.00. That pursuant to Missouri Revised Statute Sections 285.525 through 285.550, if this contract exceeds the amount of $5,000.00 and ISP is associated with a business entity, ISP shall provide an acceptable notarized affidavit stating that the associated business entity is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services, and that said business entity does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Additionally, ISP must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

27. City Benefits. ISP shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Worker's Compensation Program of the City.

28. Occupational License: The ISP shall obtain and maintain an occupational license with the City of Joplin, Missouri, if required by city code and any required state or federal license. The cost for this occupational license shall be borne by the ISP. No contract will be executed by the City until this occupational license has been obtained and the ISP is current on any City taxes is verified.

29. Compliance with Laws. ISP agrees to comply with applicable federal, state and local laws or rules and regulations applicable to the provision of services and products hereunder. ISP affirmatively states that payment of all local, state, and federal taxes and assessments owed by ISP is current.

30. Entire Agreement. This Agreement contains the entire agreement of the parties related to the subject matter hereto. No modification, amendment, or waiver of any of the provisions of this agreement shall be effective unless in writing signed by authorized representatives of each party.

31. Dispute Resolution. Except for an action seeking a temporary restraining order or an injunction or to compel compliance with this dispute resolution procedure, or any scenario where a party may be prejudiced by following the dispute resolution procedure (*e.g.*, expiration of the statute of limitations) the parties shall have the right to invoke the dispute resolution procedures in this Section at any time to resolve a controversy, claim, or breach arising under this Agreement. Each party shall bear its own costs for dispute resolution activity. At either party's written request, each party shall designate knowledgeable, responsible, senior representatives to meet and negotiate in good faith to resolve a dispute. The representatives shall have discretion to decide the format, frequency, duration, and conclusion of these discussions. The parties shall conduct any meeting in-person or via conference call, as reasonably appropriate within thirty

(30) calendar days of the initial notice of dispute. If thirty (30) calendar days after the first in-person meeting of the senior representatives, the parties have not resolved the dispute to their mutual satisfaction, each party shall designate executive representatives at the director level or above to meet and negotiate in good faith to resolve the dispute. To facilitate the negotiations, the parties may agree in writing to use mediation or another alternative dispute resolution procedure. In the case of a dispute over a payment, either party may seek to use non-binding mediation. The parties shall mutually agree on a qualified mediator, no later than fourteen (14) calendar days after a party submits a written request for mediation to the other party. Mediation shall take place in Joplin, Missouri. Arrangements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. If after sixty (60) days from the first executive-level, in-person meeting, the parties have not resolved the dispute to their mutual satisfaction either party may invoke any legal means available to resolve the dispute. Unless the parties otherwise agree in writing, communication between the Parties under this Section shall be treated as confidential information developed for settlement purposes, exempt from discovery, and inadmissible in litigation. During any dispute resolution procedure or lawsuit, the Parties shall continue providing services to each other and performing their obligations under this Agreement that are not subject to any dispute.

32. Jurisdiction. This Agreement and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this agreement be adjudicated, venue shall be proper only in the Circuit Court of Jasper County, Missouri.

33. Attachments. The following Attachments are attached hereto and incorporated into this Agreement by reference.

Attachment A – Project Area
Attachment B – Network Construction Schedule
Attachment C – Government Funding Requirements
Attachment D – Disaster Recovery Plan
Attachment E – Form of Non-Exclusive Public ROW License Agreement (Will be presented to City Council at a future date)

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year herein stated.

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 therefor.

_____
Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____
Peter Edwards, City Attorney

President & CEO

ISP: ALLO Missouri, LLC

By:_____

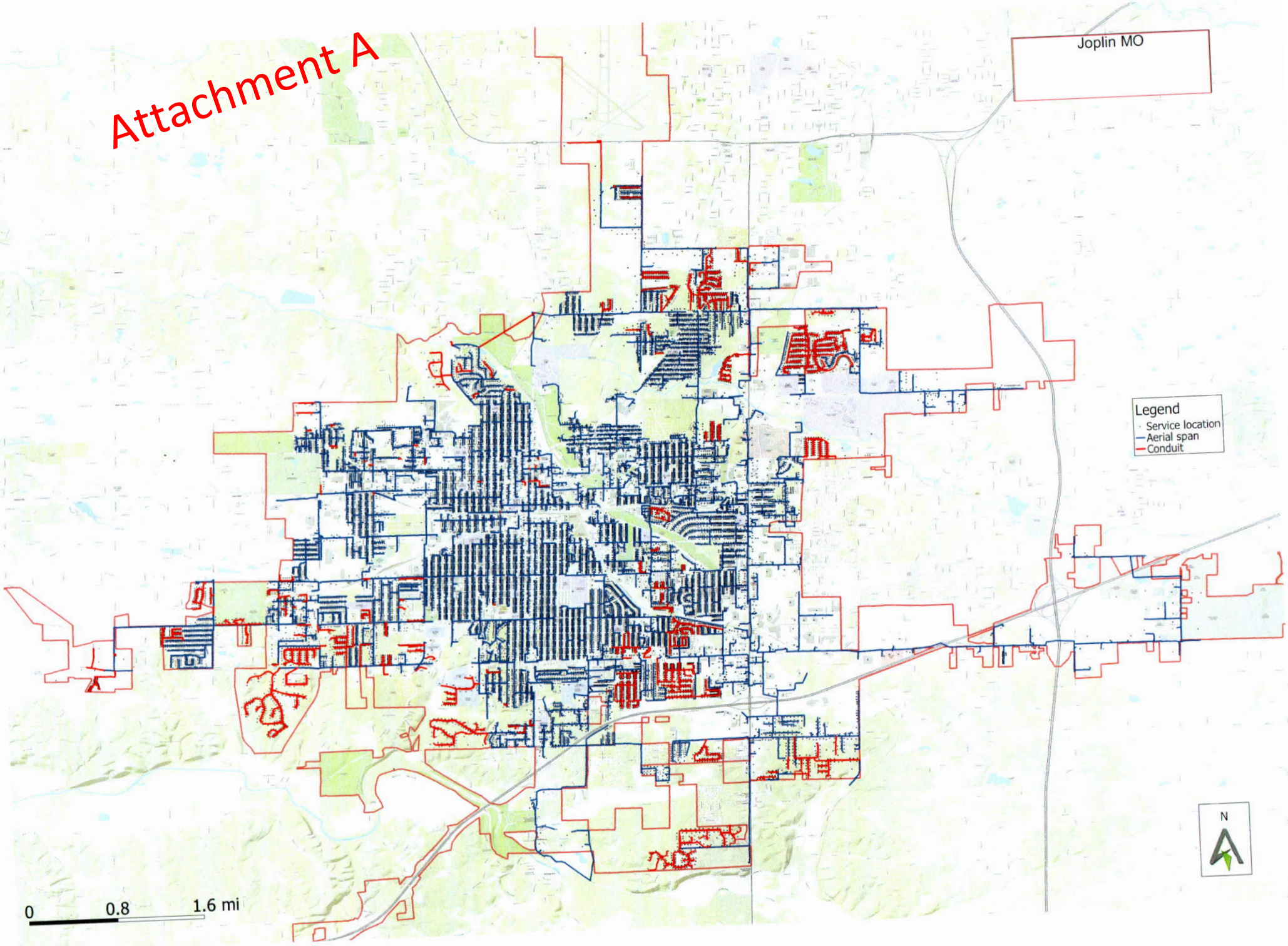
Bradley A. Moline

CITY OF JOPLIN, MISSOURI

By: _____

Nicholas Edwards
City Manager

Attachment A



Attachment B

Joplin MO Attachment B - Construction Schedule		
Event	Expected Completion Date	Requirements
Logistical Pre-Planning	Upon Award/Q1 2024	
State and Local Agreements Executed	Q2 2024 (expected)	Including any required agreements required by local utilities.
Preliminary Design	Q2 2024	
Permitting Approved	Q2 2024	Dates are dependant upon underground and aerial construction permits being approved by the city and local utilities.
Communication of Construction	Q2 2024	
Materials On-Site	Q2 2024	
Construction Starts	Q2 2024	Date dependant upon approval of an adequate number of permits to allow for efficient construct of the initial PON and transport routes.
Pre-Sale Marketing Ramp-Up	Q1 2025	
Customer Operations Ready for Launch	Q1 2025	
Fiber Hut(s) Commissioned	Q1 2025	
Retail Sales Begin	Q1 2025	
Initial Customer Drops Complete	Q1 2025	
Network Testing	Q1 2025	
Go Live to First Customers	Q1 2025	180 days after start of construction.
Fully Constructed	Q3 2026	
Project Close Out	Q3 2026	

Attachment C

Coronavirus State and Local Fiscal Recovery Funds: Treasury's 2022 Final Rule and 2023 IFR

Treasury's 2022 final rule and 2023 IFR detail recipients' compliance responsibilities and provides additional information on eligible and restricted uses of SLFRF award funds and reporting requirements.

1. **Eligible and Restricted Uses of SLFRF Funds.** As described in the SLFRF statute and summarized above, there are seven eligible uses of SLFRF award funds. As a recipient of an award under the SLFRF program, your organization is responsible for complying with requirements for the use of funds. In addition to determining a given project's eligibility, recipients are also responsible for determining subrecipient's or beneficiaries' eligibility, and must monitor subrecipients' use of SLFRF award funds.

   To help recipients build a greater understanding of eligible uses, Treasury's 2022 final rule and 2023 IFR establish a framework for determining whether a specific project would be eligible under the SLFRF program, including some helpful definitions. For example, Treasury's 2022 final rule and 2023 IFR establish:
   - A framework for determining whether a project responds to the COVID-19 public health emergency or its negative economic impacts;
   - Definitions of "eligible employers," "essential work," "eligible workers," and "premium pay" for cases where premium pay is an eligible use;
   - The option to select between a standard amount of revenue loss or complete a full revenue loss calculation of revenue lost due to the COVID-19 public health emergency;
   - A framework for necessary water and sewer infrastructure projects that aligns eligible uses with projects that are eligible under the Environmental Protection Agency's Drinking Water and Clean Water State Revolving Funds along with certain additional projects, including a wider set of lead remediation and stormwater infrastructure projects and aid for residential wells;
   - A framework for necessary broadband projects that allows for projects that are designed to provide service of sufficient speeds to eligible areas, as well as an affordability requirement for providers that provide service to households;
   - A framework for determining how to provide emergency relief from a natural disaster;
   - Three pathways for using SLFRF funds for Surface Transportation projects along with the associated statutory requirements; and
   - A list of eligible Title I projects by reference to the activities that are eligible under the Community Development Block Program, along with the associated statutory requirements.

   Treasury's 2022 final rule also provides more information on important restrictions on use of SLFRF award funds, including that recipients other than Tribal governments may not deposit SLFRF funds into a pension fund; and recipients that are States or territories may not use SLFRF funds to offset a reduction in net tax revenue resulting from the recipient's change in law, regulation, or administrative interpretation. In addition, recipients may not use SLFRF funds directly to service debt, satisfy a judgment or settlement, or contribute to a "rainy day" fund. Recipients should refer to Treasury's 2022 final rule for more information on these restrictions and to the 2023 IFR for how these restrictions apply to the eligible uses added by the Consolidated Appropriations Act, 2023.

   Treasury's 2022 final rule outlines that funds available under the "revenue loss" eligible use category (sections 602(c)(1)(C) and 603(c)(1)(C) of the Social Security Act) generally may be used to meet the non-federal cost-share or matching requirements of other federal programs. However, the 2022 final rule notes that SLFRF funds may not be used as the non-federal share for purposes of a state's Medicaid and CHIP programs because the Office of Management and Budget ("OMB") has approved a waiver as requested by the Centers for Medicare & Medicaid Services pursuant to 2 CFR 200.102 of the Uniform Guidance and related regulations. If a recipient seeks to use SLFRF funds to satisfy match or cost-share requirements for a federal grant program, it should first confirm with the relevant awarding agency that no waiver has been granted for that program, that no other circumstances enumerated under 2 CFR 200.306(b) would limit the use of SLFRF funds to meet the match or cost-share requirement, and that there is no other statutory

or regulatory impediment to using the SLFRF funds for the match or cost-share requirement. Treasury's 2023 IFR outlines that under the Surface Transportation projects eligible use category, recipients may use SLFRF funds to satisfy non-federal cost share requirements for certain programs under Pathway Three. In addition, under the Title I projects eligible use category, recipients may use SLFRF funds to satisfy the non-federal share requirements of a federal financial assistance program in support of activities that would be eligible under the CDBG and ICDBG programs.

SLFRF funds beyond those that are available under the circumstances described above may not be used to meet the non-federal match or cost-share requirements of other federal programs, other than as specifically provided for by statute. For example, the Infrastructure Investment and Jobs Act provides that SLFRF funds may be used to meet the non-federal match requirements of authorized Bureau of Reclamation projects and certain broadband deployment projects.

Treasury's 2023 IFR describes the additional statutory restrictions that apply to the Surface Transportation projects and Title I projects eligible use categories. First, the total amount of SLFRF funds that a recipient may use for Surface Transportation projects and Title I projects, taken together, cannot exceed the greater of $10 million and 30% of a recipient's SLFRF allocation. Second, recipients using SLFRF funds for Surface Transportation projects and Title I projects must supplement, and not supplant, other federal, state, territorial, Tribal, and local government funds (as applicable) otherwise available for such uses. For the Surface Transportation projects eligible use category, recipients using funds for projects eligible for Urbanized Formula Grants, Fixed Guideway Capital Investment Grants, Formula Grants for Rural Areas, State of Good Repair Grants, or Grants for Buses and Bus Facilities may not use SLFRF funds for operating expenses of these projects.

2. **Eligible Costs Timeframe.** For eligible use categories described in the 2022 final rule, your organization, as a recipient of an SLFRF award, may use SLFRF funds to cover eligible costs that your organization incurred during the period that begins on March 3, 2021 and ends on December 31, 2024, as long as the award funds for the obligations incurred by December 31, 2024 are expended by December 31, 2026. Costs incurred for projects by the recipient State, territorial, local, or Tribal government prior to March 3, 2021 are not eligible, as provided for in Treasury's 2022 final rule.

   For eligible use categories described in the 2023 IFR, recipients may use SLFRF funds for the three new eligible uses for costs incurred beginning December 29, 2022. Consistent with the existing eligible uses, recipients must obligate SLFRF funds for the new eligible uses by December 31, 2024. Recipients must expend SLFRF funds obligated to provide emergency relief from natural disasters by December 31, 2026. Recipients must expend SLFRF funds obligated for Surface Transportation projects and Title I projects by September 30, 2026. Costs for projects described in the 2023 IFR that are incurred by the recipient State, territorial, local, or Tribal government prior to December 29, 2022 are not eligible under these three eligible use categories.

   Recipients may, in certain circumstances, use SLFRF award funds for the eligible use categories described in Treasury's 2022 final rule for costs incurred prior to March 3, 2021. Specifically,

   a. Public Health/Negative Economic Impacts: Recipients may use SLFRF award funds to provide assistance to households, small businesses, and nonprofits to respond to the public health emergency or negative economic impacts of the pandemic – such as rent, mortgage, or utility assistance – for costs incurred by the beneficiary (e.g., a household) prior to March 3, 2021, provided that the recipient State, territorial, local or Tribal government did not incur the cost of providing such assistance prior to March 3, 2021.

   b. Premium Pay: Recipients may provide premium pay retrospectively for work performed at any time during the COVID-19 public health emergency. Such premium pay must be "in addition to" wages and remuneration already received and the obligation to provide such premium pay must not have been incurred by the recipient prior to March 3, 2021.

   c. Revenue Loss: Recipients have broad discretion to use funds for the provision of government services to the extent of reduction in revenue. While calculation of lost revenue is based on the

recipient's revenue in the last full fiscal year prior to the COVID-19 public health emergency, use of funds for government services must be forward looking for costs incurred by the recipient after March 3, 2021.

d. Investments in Water, Sewer, and Broadband: Recipients may use SLFRF award funds to make necessary investments in water, sewer, and broadband infrastructure. Recipients may use SLFRF award funds to cover costs incurred for eligible projects planned or started prior to March 3, 2021, provided that the project costs covered by the SLFRF award funds were incurred by the recipient after March 3, 2021.

Any funds not obligated or expended for eligible uses by the timelines above must be returned to Treasury, including any unobligated or unexpended funds that have been provided to subrecipients and contractors as part of the award closeout process pursuant to 2 C.F.R. 200.344(d). For the purposes of determining expenditure eligibility, "incurred" means the recipient has incurred an obligation, which has the same meaning given to "financial obligation" in 2 CFR 200.1. See 31 CFR 35.5(b).

3. **Reporting.** Generally, recipients must submit one initial Interim Report, quarterly or annual Project and Expenditure reports which include subaward reporting, and in some cases annual Recovery Plan reports. Treasury's 2022 final rule, 2023 IFR, and Part 2 of this guidance provide more detail around SLFRF reporting requirements.

4. **Expenditure Categories**. Treasury's 2022 final rule provides greater flexibility and simplicity for recipients to fight the pandemic and support families and businesses struggling with its impacts, maintain vital services amid revenue shortfalls, and build a strong, resilient, and equitable recovery. As such, recipients report on a broader set of eligible uses and associated Expenditure Categories ("EC"), which began with the April 2022 Project and Expenditure Report. Appendix 1 includes the new ECs, as well as a reference to previous ECs used for reporting under the 2021 IFR.

The 2023 IFR implements the amendments to the SLFRF program made by the Consolidated Appropriations Act, 2023, which provides additional flexibility for recipients to use SLFRF funds to respond to natural disasters, build critical infrastructure, and support community development. The additional ECs associated with the 2023 IFR began with the October 2023 Project and Expenditure Report. These ECs also may be found in Appendix 1.

Assistance Listing

The Assistance Listing for the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) was published May 28, 2021 on SAM.gov under Assistance Listing Number ("ALN"), formerly known as CFDA Number, **21.027**.

The assistance listing includes helpful information including program purpose, statutory authority, eligibility requirements, and compliance requirements for recipients. The ALN is the unique 5-digit number assigned to identify a federal assistance listing, and can be used to search for federal assistance program information, including funding opportunities, spending on USASpending.gov, or audit results through the Federal Audit Clearinghouse.

To expedite payments and meet statutory timelines Treasury issued initial payments under an existing ALN, 21.019, assigned to the CRF. If you have already received funds or captured the initial number in your records, please update your systems and reporting to reflect the new ALN 21.027 for the SLFRF program. **Recipients must use ALN 21.027 for all financial accounting, subawards, and associated program reporting requirements for the SLFRF awards.**

Uniform Administrative Requirements

The SLFRF awards are generally subject to the requirements set forth in the Uniform Guidance. In all instances, your organization should review the Uniform Guidance requirements applicable to your organization's use of SLFRF funds, and SLFRF-funded projects. Additional details about applicability of certain provisions of the Uniform Guidance may be found in:

- SLFRF 2022 final rule;
- SLFRF Assistance Listing;
- SLFRF 2022 Final Rule FAQs, including FAQ 4.9, 10.1, and Section 13; and
- SLFRF 2023 IFR.

The following sections provide a general summary of your organization's compliance responsibilities under applicable statutes and regulations, including the Uniform Guidance, as described in the most recent compliance supplement issued by OMB. Note that the descriptions below are only general summaries and all recipients and subrecipients are advised to carefully review the Uniform Guidance requirements and any additional regulatory and statutory requirements applicable to the program.

1. **Allowable Activities.** Each recipient should review program requirements, including Treasury's 2022 final rule, 2023 IFR, and the recipient's Award Terms and Conditions, to determine and record eligible uses of SLFRF funds. Per 2 CFR 200.303, your organization must develop and implement effective internal controls to ensure that funding decisions under the SLFRF award constitute eligible uses of funds, and document determinations.

2. **Allowable Costs/Cost Principles.** As outlined in the Uniform Guidance at 2 CFR Part 200, Subpart E regarding Cost Principles, allowable costs are based on the premise that a recipient is responsible for the effective administration of Federal awards, application of sound management practices, and administration of Federal funds in a manner consistent with the program objectives and terms and conditions of the award. Recipients must implement robust internal controls and effective monitoring to ensure compliance with the Cost Principles, which are important for building trust and accountability. Please note that as outlined in 2022 Final Rule FAQ 13.15, only a subset of the Uniform Guidance requirements at 2 CFR Part 200 Subpart E (Cost Principles) applies to recipients' use of funds in the revenue loss eligible use category.

   SLFRF funds may be, but are not required to be, used along with other funding sources for a given project. Recipients should note that SLFRF funds available under the "revenue loss" eligible use category generally may be used to meet the non-federal cost-share or matching requirements of other federal programs. If a recipient seeks to use SLFRF funds to satisfy match or cost-share requirements for a federal grant program, the recipient should first confirm with the relevant awarding agency that no waiver has been granted for that program, that no other circumstances enumerated under 2 CFR 200.306(b) would limit the use of SLFRF funds to meet the match or cost-share requirement, and that there is no other statutory or regulatory impediment to using the SLFRF funds for the match or cost-share requirement. For instance, recipients should note that SLFRF funds may not be used as the non-federal share for purposes of a state's Medicaid and CHIP programs because the OMB has approved a waiver from this provision as requested by the Centers for Medicare & Medicaid Services pursuant to 2 CFR 200.102 of the Uniform Guidance and related regulations.

   Treasury's 2023 IFR outlines that under the Surface Transportation projects eligible use category, recipients may use SLFRF funds to satisfy non-federal cost share requirements for certain programs under Pathway Three. In addition, under the Title I projects eligible use category, recipients may use SLFRF funds to satisfy the non-federal share requirements of a federal financial assistance program in support of activities that would be eligible under the CDBG and ICDBG programs.

   SLFRF funds beyond those that are available under the circumstances described above may not be used to meet the non-federal match or cost-share requirements of other federal programs, other than as specifically provided for by statute. As an example, the Infrastructure Investment and Jobs Act provides

that SLFRF funds may be used to meet the non-federal match requirements of authorized Bureau of Reclamation projects and certain broadband deployment projects. Recipients should consult the 2022 final rule for further details if they seek to utilize SLFRF funds as a match for these projects.

Treasury's 2022 final rule, 2023 IFR, program guidance, and the Uniform Guidance outline the types of costs that are allowable, including certain audit costs. For example, per 2 CFR 200.425, a reasonably proportionate share of the costs of audits required by the Single Audit Act Amendments of 1996 are allowable; however, costs for audits that were not performed in accordance with 2 CFR Part 200, Subpart F and the Compliance Supplement are not allowable. Please see 2 CFR Part 200, Subpart E regarding the Cost Principles for more information.

a. Administrative costs*:* Recipients may use funds for administering the SLFRF program, including costs of consultants to support effective management and oversight, including consultation for ensuring compliance with legal, regulatory, and other requirements.[2] Further, costs must be reasonable and allocable as outlined in 2 CFR 200.404 and 2 CFR 200.405. Pursuant to the SLFRF Award Terms and Conditions, recipients are permitted to charge both direct and indirect costs to their SLFRF award as administrative costs as long as they are accorded consistent treatment per 2 CFR 200.403. Direct costs are those that are identified specifically as costs of implementing the SLFRF program objectives, such as contract support, materials, and supplies for a project. Indirect costs are general overhead costs of an organization where a portion of such costs are allocable to the SLFRF award such as the cost of facilities or administrative functions like a director's office.[34] Each category of cost should be treated consistently in like circumstances as direct or indirect, and recipients may not charge the same administrative costs to both direct and indirect cost categories, or to other programs. If a recipient has a current Negotiated Indirect Costs Rate Agreement ("NICRA") established with a Federal cognizant agency responsible for reviewing, negotiating, and approving cost allocation plans or indirect cost proposals, then the recipient may use its current NICRA. Alternatively, if the recipient does not have a NICRA, the recipient may elect to use the de minimis rate of 10 percent of the modified total direct costs pursuant to 2 CFR 200.414(f).

b. Salaries and Expenses*:* In general, certain employees' wages, salaries, and covered benefits are an eligible use of SLFRF award funds. Please see Treasury's 2022 final rule for details.

3. Cash Management. SLFRF payments made to recipients are not subject to the requirements of the Cash Management Improvement Act and Treasury's implementing regulations at 31 CFR Part 205 or 2 CFR 200.305(b)(8)-(9).

As such, recipients can place funds in interest-bearing accounts, do not need to remit interest to Treasury, and are not limited to using that interest for eligible uses under the SLFRF award.

4. Eligibility and Unique Entity Identifier Requirements. Under the SLFRF program, recipients are responsible for ensuring that award funds are used for eligible purposes. Accordingly, recipients must develop and implement policies and procedures, and retain records, to determine and monitor implementation of criteria for determining the eligibility of beneficiaries and/or subrecipients. Your organization, and if applicable, the subrecipient(s) administering a program on behalf of your organization, will need to develop and maintain procedures for obtaining information evidencing a given beneficiary's, subrecipient's, or contractor's eligibility, including ensuring subrecipients and contractors are in good standing in accordance with 2 CFR 200.214 and 2 CFR Part 200, Appendix II, paragraph (H).
Further, recipients and subrecipients are required to obtain a valid Unique Entity Identifier (UEI), which is assigned by SAM.gov. Pursuant to the award term regarding 2 CFR Part 25, Appendix A, which is incorporated by reference in the SLFRF Financial Assistance Agreement, recipients are required to maintain current information in SAM.gov for the duration of the period of performance of the SLFRF award. A recipient may not make a subaward to a subrecipient unless that subrecipient has obtained and provided to the recipient a UEI. Subrecipients are not required to complete full SAM.gov registration to obtain a UEI. A UEI is not required with respect to beneficiaries and contractors. Implementing risk-based

due diligence for eligibility determinations is a best practice to augment your organization's existing controls.

5. **Property Management.** Any purchase of real or personal property with SLFRF funds must be consistent with the Uniform Guidance at 2 CFR Part 200, Subpart D, unless stated otherwise by Treasury. For example, as outlined in 2022 Final Rule FAQ 13.15, only a subset of the Uniform Guidance requirements at 2 CFR Part 200 Subpart D (Post Federal Award Requirements) applies to recipients' use of funds in the revenue loss eligible use category. Furthermore, as outlined in 2022 Final Rule FAQ 13.16, Treasury has clarified the use and disposition requirements for real and personal property, supplies, and equipment purchased with SLFRF funds.

6. **Matching, Level of Effort, Earmarking.** There are no matching, level of effort, or earmarking compliance responsibilities associated with the SLFRF award. See Section C.1 (Eligible and Restricted Uses of SLFRF Funds) for a discussion of restrictions on use of SLFRF funds. Please see 2. Allowable Costs/Cost Principles above for information on the use of SLFRF funds for non- Federal match or cost-sharing requirements in other Federal programs.

7. **Period of Performance.** Your organization should also develop and implement internal controls related to activities occurring outside the period of performance. For eligible uses under the 2022 final rule, all funds remain subject to statutory and regulatory requirements that they must be used for costs incurred by the recipient during the period that begins on March 3, 2021, and ends on December 31, 2024, and that award funds for the financial obligations incurred by December 31, 2024 must be expended by December 31, 2026. For eligible uses under the 2023 IFR, recipients may use SLFRF funds for costs incurred beginning December 29, 2022. Consistent with the existing eligible uses, recipients must obligate SLFRF funds for the new eligible uses by December 31, 2024. Recipients must expend SLFRF funds obligated to provide emergency relief from natural disasters by December 31, 2026. Recipients must expend SLFRF funds obligated for Surface Transportation projects and Title I projects by September 30, 2026. Any funds not expended must be returned to Treasury as part of the award closeout process pursuant to 2 C.F.R. 200.344(d).

8. **Procurement, Suspension & Debarment.** Recipients are responsible for ensuring that any procurement using SLFRF funds, or payments under procurement contracts using such funds, are consistent with the procurement standards set forth in the Uniform Guidance at 2 CFR 200.317 through 2 CFR 200.327, unless stated otherwise by Treasury. As outlined in 2022 Final Rule FAQ 13.15, only a subset of the Uniform Guidance requirements at 2 CFR Part 200 Subpart D (Post Federal Award Requirements) applies to recipients' use of funds in the revenue loss eligible use category. The procurement standards set forth in the Uniform Guidance at 2 CRF 200.317 through 2 CRF 200.327 are not included in 2022 Final Rule FAQ 13.15's list of applicable Subpart D requirements that apply to recipients' use of funds in the revenue loss eligible use category.

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[2] Recipients also may use SLFRF funds directly for administrative costs to improve the design and execution of programs responding to the COVID-19 pandemic and to administer or improve the efficacy of programs addressing the public health emergency or its negative economic impacts. 31 CFR 35.6(b)(3)(ii)(E)(3).

[3] 2 CFR 200.413 Direct Costs.

[4] 2 CFR 200.414 Indirect Costs.

The Uniform Guidance establishes in 2 CFR 200.319 that all procurement transactions for property or services must be conducted in a manner providing full and open competition, consistent with standards outlined in 2 CFR 200.320, which allows for non-competitive procurements only in certain circumstances. Recipients must have and use documented procurement procedures that are consistent with the standards outlined in 2 CFR 200.317 through 2 CFR 200.320. In addition, the Uniform Guidance at 2 CFR 200.214, 2 CFR Part 180, and Treasury's implementing regulations at 31 CFR Part 19, prohibit recipients from entering into contracts with suspended or debarred parties. The procurement standards outlined in the Uniform Guidance require an infrastructure for competitive bidding and contractor oversight, including maintaining written standards of conduct. Your organization must ensure adherence to all applicable local, State, and federal procurement laws and regulations.

9. **Program Income.** Generally, program income includes, but is not limited to, income from fees for services performed, the use or rental of real or personal property acquired under Federal awards, and principal and interest on loans made with Federal award funds. Program income does not include interest earned on advances of Federal funds, rebates, credits, discounts, or interest on rebates, credits, or discounts. Recipients of SLFRF funds should calculate, document, and record the organization's program income. Additional controls that your organization should implement include written policies that explicitly identify appropriate allocation methods, accounting standards and principles, compliance monitoring checks for program income calculations, and records.

   The Uniform Guidance outlines the requirements that pertain to program income at 2 CFR 200.307. Treasury has clarified in its 2022 Final Rule FAQs that recipients may add program income to the Federal award. Any program income generated from SLFRF funds must be used for the purposes and under the conditions of the Federal award. Further, 2022 Final Rule FAQ 4.9 provides additional information about program income requirements applicable to certain eligible uses, and 2022 Final Rule FAQ 13.15 clarifies that only a subset of the Uniform Guidance requirements at 2 CFR 200 Subpart D (Post Federal Award Requirements) applies to recipients' use of funds in the revenue loss eligible use category. The list of applicable Subpart D requirements in 2022 Final Rule FAQ 13.15 does not include the program income requirements in 2 CFR 200.307.

10. **Reporting.** All recipients of federal funds must complete financial, performance, and compliance reporting as required and outlined in Part 2 of this guidance. Expenditures may be reported on a cash or accrual basis, as long as the methodology is disclosed and consistently applied. Reporting must be consistent with the definition of expenditures pursuant to 2 CFR 200.1. Your organization should appropriately maintain accounting records for compiling and reporting accurate, compliant financial data, in accordance with appropriate accounting standards and principles.

    In addition, where appropriate, your organization needs to establish controls to ensure completion and timely submission of all mandatory performance and/or compliance reporting. See Part 2 of this guidance for a full overview of recipient reporting responsibilities.

    Consolidated jurisdictions or other types of jurisdictions that received multiple SLFRF allocations (e.g., a county and city with a consolidated government) are only required to file once per reporting period, and such reports will cover the total SLFRF allocations received by the jurisdiction. This includes non-entitlement units of local government ("NEUs") and/or units of general local government located within counties that are not units of general local government. In addition, the total SLFRF allocations across all sources for a given jurisdiction will be used to identify that jurisdiction's Reporting Tier.

11. **Subrecipient Monitoring.** SLFRF recipients that are pass-through entities as described under 2 CFR 200.1 are required to manage and monitor their subrecipients to ensure compliance with requirements of the SLFRF award pursuant to 2 CFR 200.332 regarding requirements for pass- through entities.

    First, your organization must clearly identify to the subrecipient: (1) that the award is a subaward of SLFRF funds; (2) any and all compliance requirements for use of SLFRF funds; and (3) any and all reporting

requirements for expenditures of SLFRF funds.

Next, your organization will need to evaluate each subrecipient's risk of noncompliance based on a set of common factors. These risk assessments may include factors such as prior experience in managing Federal funds, previous audits, personnel, and policies or procedures for award execution and oversight. Ongoing monitoring of any given subrecipient should reflect its assessed risk and include monitoring, identification of deficiencies, and follow-up to ensure appropriate remediation.

Accordingly, your organization should develop written policies and procedures for subrecipient monitoring and risk assessment and maintain records of all award agreements identifying or otherwise documenting subrecipients' compliance obligations.

Recipients should note that NEUs are not subrecipients under the SLFRF program. They are SLFRF recipients that report directly to Treasury.

Recipients should also note that subrecipients do not include individuals and organizations that received SLFRF funds as end users. Such individuals and organizations are beneficiaries and not subject to audit pursuant to the Single Audit Act and 2 C.F.R. Part 200, Subpart F.

Many recipients may choose to provide a subaward or contract to other entities to provide services to other end users. For example, a recipient may provide a subaward to a nonprofit to provide homeless services to individuals experiencing homelessness. In this case, the subaward to a nonprofit is based on the services that the recipient intends to provide (assistance to households experiencing homelessness), and the nonprofit is serving as the subrecipient, providing services on behalf of the recipient. Subrecipients are subject to an audit pursuant to the Single Audit Act and 2 CFR part 200, subpart F regarding audit requirements, whereas contractors are not subject to an audit pursuant to the Single Audit Act and 2 CFR part 200, subpart F regarding audit requirements.

Please note that as outlined in 2022 Final Rule FAQ 13.14, recipients' use of funds in the revenue loss eligible use category does not give rise to subrecipient relationships. As a result, subaward reporting is not required for projects in the revenue loss eligible use category.

12. Special Tests and Provisions. From time-to-time, Treasury may issue subregulatory guidance as well as frequently asked questions.

Across each of the compliance requirements above, Treasury has described some best practices for development of internal controls in **Table 1** below, with an example of each best practice.

Table 1: Internal controls best practices

Best Practice	Description	Example
Written policies and procedures	Formal documentation of recipient policies and procedures	Documented procedure for determining worker eligibility for premium pay
Written standards of conduct	Formal statement of mission, values, principles, and professional standards	Documented code of conduct / ethics for subcontractors
Risk-based due diligence	Pre-payment validations conducted according to an assessed level of risk	Enhanced eligibility review of subrecipient with imperfect performance history
Risk-based compliance monitoring	Ongoing validations conducted according to an assessed level of risk	Higher degree of monitoring for projects that have a higher risk of fraud, given program characteristics

Best Practice	Description	Example
Record maintenance and retention	Creation and storage of financial and non-financial records.	Storage of all subrecipient payment information.

B. Award Terms and Conditions

The Award Terms and Conditions of the SLFRF financial assistance agreement sets forth the compliance obligations for recipients pursuant to the SLFRF statute, the Uniform Guidance, Treasury's 2022 final rule, 2023 IFR, and applicable federal laws and regulations. Recipients should ensure they remain in compliance with all Award Terms and Conditions. These obligations include the following items in addition to those described above:

1. **SAM.gov Requirements.** All eligible recipients are required to have an active registration with the System for Award Management ("SAM") (https://www.sam.gov) pursuant to 2 CFR Part 25. To ensure timely receipt of funding, Treasury has stated that NEUs who have not previously registered with SAM.gov may do so after receipt of the award, but before the submission of mandatory reporting.[5]

2. **Recordkeeping Requirements.** Generally, your organization must maintain records and financial documents for five years after all funds have been expended or returned to Treasury, as outlined in paragraph 4.c. of the Award Terms and Conditions. Treasury may request transfer of records of long-term value at the end of such period. Wherever practicable, such records should be collected, transmitted, and stored in open and machine-readable formats.

   Your organization must agree to provide or make available such records to Treasury upon request, and to the Government Accountability Office ("GAO"), Treasury's Office of Inspector General ("OIG"), and their authorized representative in order to conduct audits or other investigations.

3. **Single Audit Requirements.** Recipients and subrecipients that expend more than $750,000 in Federal awards during their fiscal year will be subject to an audit under the Single Audit Act and its implementing regulation at 2 CFR Part 200, Subpart F regarding audit requirements.[6] Note that the Compliance Supplement provides information on the existing, important compliance requirements that the federal government expects to be considered as a part of such audit. For example, the SLFRF Compliance Supplement describes an alternative to the Single Audit for eligible recipients. Recipients should consult the Compliance Supplement for more information about the alternative compliance examination engagement. The Compliance Supplement is routinely updated, and is made available in the Federal Register and on OMB's website: https://www.whitehouse.gov/omb/office-federal-financial-management/ Recipients and subrecipients should consult the Federal Audit Clearinghouse to see examples of Single Audit submissions.

4. **Civil Rights Compliance**. Recipients of Federal financial assistance from the Treasury are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the Treasury do not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Department's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation

   Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department implementing regulations at 31 CFR part 23.

   In order to carry out its enforcement responsibilities under Title VI of the Civil Rights Act, Treasury will

collect and review information from recipients to ascertain their compliance with the applicable requirements before and after providing financial assistance. Treasury's implementing regulations, 31 CFR part 22, and the Department of Justice (DOJ) regulations, Coordination of Non-discrimination in Federally Assisted Programs, 28 CFR part 42, provide for the collection of data and information from recipients (see 28 CFR 42.406). Treasury may request that non-tribal recipients submit data for post-award compliance reviews, including information such as a narrative describing their Title VI compliance status. As explained in Treasury FAQ 12.1, the award terms and conditions for Treasury's pandemic recovery programs, including the SLFRF program, do not impose antidiscrimination requirements on Tribal governments beyond what would otherwise apply under federal law.

[5] See flexibility provided in https://www.whitehouse.gov/wp-content/uploads/2021/03/M_21_20.pdf.

[6] For-profit entities that receive SLFRF subawards are not subject to Single Audit requirements. However, they are subject to other audits as deemed necessary by authorized governmental entities, including Treasury and Treasury's OIG.

Attachment D

Disaster Recovery Matrix/Overview (Complete Loss)

Scenario 1 (Complete Loss)								
Infrastructure	**Risk Example**	**Phase 0**	**Phase 1**	**Phase 2**	**Phase 3**	**Phase 4**	**Phase 5**	**Limitations/Gaps**
		0 to 4 Hours	**0 to 24 Hours**	**24 to 72 Hours**	**72 Hours to 1 Week**	**72 Hours to 2 Weeks**	**72 Hours to 4 Weeks**	
Critical Infrastructure	- Destruction of HUB (Tornado, Fire, Flood)	- Assessment: - What is salvageable? - What needs to be replaced? - ***Resources: CI Team***	- Execute Generator strategy - Tent site construction - Raze existing structure - Portable HVAC Installation - Order Thermobond replacement structure - ***Resources: CI Team, Termobond, Caterpillar, Interstate***	- Replacement of tent with framed structure (as required) - ***Resources: CI Team, Field Operations***	- Installation of new Thermobond structure - Installation of permanent HVAC - Installation of permanent power source - ***Resources: CI Team, Thermobound, Field Operations***			
IPTV/Video	- Destruction of HUB/Headend	- Assessment: - What is salvageable? - What needs to be replaced? - ***Resources: Video Op's***	- Order required hardware - ***Resources: Video Op's***	- Initiate new hardware installation - ***Dependencies: Network Engineering (Connectivity), CI*** - ***Resources: Video Op's***	- Finalize installation of hardware - ***Resources: Video Op's, Contractors***			- No Tangerine sparing for complete hardware replacement ***($250K)*** - Lack of satellite content backup - ***Impact: 75 Channels*** - ***Cost: $240K*** ***($40K in 2021 budget)***
cCFS Network/Voice	- Destruction of Data Center	- Assessment: - What is salvageable? - What needs to be replaced? - ***Resources: Voice Op's***	- Order required hardware - **Resources: Voice Op's**	- Initiate new hardware installation - Voice VRF Firewall required for MVS client access (management access to Voice network environment) - ***Dependencies: Network Engineering (Connectivity), CI*** - ***Resources: Voice Op's***	- Repair/install server & SAN hardware - Establish new VMware environment - ***Resources: Voice Op's, Nelnet***	- Critical server restoration - cCFS Network- Cisco ASA Firewall Voice - ***Resources: Voice Op's, Nelnet***	- Recovery of specific services based on network resources. - ***Resources: Voice Op's, Nelnet***	- No immediate replacement for Metaswitch UMG (CH6010) - No immediate replacement for ADTRAN Multiplexer hardware - Risk Low due to redundancy - ***Impact: Potential Capacity Issues (Voice Degradation)*** - ***Cost: $40K***
Data Center	- Destruction of Data Center	- Assessment - What is salvageable? - What needs to be replaced? - What apps/services can run on surviving infrastructure? - What apps require manual tasks to complete failover? - **Resources: Network/Sys Engineering, Nelnet**	- Order required hardware - **Resources: Network/Sys Engineering, Nelnet**	- Initiate new hardware installation - **Dependencies: Network Engineering (Connectivity), CI** - **Resources: Network/Sys Engineering, Nelnet**	- Repair/install server & SAN hardware - Establish new VMware environment - ***Resources: Network/Sys Engineering, Nelnet***	- Critical server restoration - Site specific UCS Central VM - Site specific vCenter - Backup storage (images, configuration files, etc) - Local bastion host - Nelnet CommVault (off-site backups) - ***Resources: Sys Engineering, Nelnet***	- Recovery of specific services based on network resources - ***Resources: Sys Engineering, Nelnet***	

Production Network (Core)	- Destruction of backbone site (tornado, flood, fire)	- Assessment - What is salvageable? - What needs to be replaced? - What transport/peering vendors need to be engaged? - Confirm traffic failover to other transit/peers/CDN's - Monitor failover capacity - Manually move individual customers to alternate datacenter if possible - ***Resources: Network/Sys Engineering***	- Order required hardware - Fiber restoration to cage/rack by Allo OSP and/or datacenter staff - ***Resources: Network/Sys Engineering, Nelnet***	- Repair/Install new routing/switching hardware - Using shelf spares, install minimally viable hardware in modified configuration to restore backbone, peering & market diversity - ***Dependencies: CI*** - ***Resources: Network Engineering***	- Establish external connectivity - Work with transport providers to restore all backbone circuits - Work with peers to bring core peering/DIA back online - Work with Allo OSP/transport providers to restore diversity to impacted markets - ***Resources: Network/Sys Engineering, Transport Carriers, Peers, CDN Providers***	- Remove temporary router/switch configuration & replace with original state - Install/turn up CDN appliances, working with content provider to commission - ***Resources: Network/Sys Engineering, Peers, CDN Providers***		- Lack of Hardware sparing (PDU's, Routers, Servers, Line Cards) - ***Impact: Nearly 100% Internet Degradation/Loss*** - ***Cost: $1.5M***
Production Network (Aggregation)	- Destruction of HUB site (tornado, flood, fire)	- Assessment - What is salvageable? - What new hardware is required (routers, switches, optics, access gear, fiber jumpers, fuse panels, etc)? - ***Resources: Network Engineering***	- Order required hardware - Fiber restoration to cage/rack by Allo OSP and/or datacenter staff - ***Resources: Network/Sys Engineering, Nelnet***	- Repair/Install new routing/switching hardware - Using shelf spares, install minimally viable hardware in modified configuration to restore backbone, peering & market diversity - Backups for all gear stored on Rancid, CMS or FTP server - ***Dependencies: CI*** - ***Resources: Network Engineering***	- Work with Allo OSP to restore all backbone fiber to HUB - Work with Allo OSP Team to restore distribution and feeder routers. - ***Resources: Network Engineering, Allo OSP***	- Remove temporary router/switch configuration & replace with original state - Install/turn up CDN appliances, working with content provider to commission - ***Resource: Network Engineering***		- Lack of hardware sparing (Calix, etc.) - ***Impact: Nearly 100% Internet Degradation/Loss*** - ***Cost: $1.1M***

Critical Infrastructure						
Infrastructure	**Element**	**Sparing**	**Location**	**Replacement ETA**	**Contact**	**Notes**
Structure	Hardened (12’ X 30’)	Yes	Elk Point, SD	24-72 Hours	Thermobond	Michael Kastning (SE- Thermobond): 712-251-2125
Structure	Remote Cabinets	Yes	Lincoln	4-8 Hours	CI Team	Warehouse Spare
Racks/Equipment	Racks	Yes	Lincoln, SB, NP	8-12 Hours	CI Team	Warehouse Spares
Racks/Equipment	Fiber Guide	Yes	Lincoln, SB, NP	8-12 Hours	CI Team	Warehouse Spares
Racks/Equipment	Runway	Yes	Lincoln, SB, NP	8-12 Hours	CI Team	Warehouse Spares
Racks/Equipment	PDU’s	Yes	Lincoln, SB, NP	8-12 Hours	CI Team	Warehouse Spares
Racks/Equipment	Rectifier System	Yes	Lincoln, SB, NP	8-12 Hours	CI Team	Warehouse Spares
Racks/Equipment	Batteries	Yes	Lincoln, SB, NP	8-12 Hours	CI Team	Warehouse Spares
Racks/Equipment	HVAC Controller	Yes	Lincoln, SB, NP	8-12 Hours	CI Team	Warehouse Spares
Racks/Equipment	Vaonet	Yes	Lincoln, SB, NP	8-12 Hours	CI Team	Warehouse Spares
Racks/Equipment	Fiber Frame Components	Yes	Lincoln, SB, NP	8-12 Hours	CI Team	Warehouse Spares
Racks/Equipment	Jumpers	Yes	Lincoln, SB, NP	8-12 Hours	CI Team	Warehouse Spares
Racks/Equipment	Breakers & Fuse Panels	Yes	Lincoln, SB, NP	8-12 Hours	CI Team	Warehouse Spares
Racks/Equipment	Copper Wire	Yes	Lincoln, SB, NP	8-12 Hours	CI Team	Warehouse Spares
Racks/Equipment	Connector Lugs	Yes	Lincoln, SB, NP	8-12 Hours	CI Team	Warehouse Spares

Racks/Equipment	Door Card Reader	Yes	Lincoln, SB, NP	8-12 Hours	CI Team	Warehouse Spares
Power	Generator- Large	Yes	Varies	4-8 Hours	Interstate/Cat	Interstate: 800-222-6060 Caterpillar: 800-736-8228
Power	Generator- Temp	Yes	Lincoln, SB, NP	4-8 Hours	CI Team	Warehouse

IPTV/Video						
Infrastructure	**Element**	**Sparing**	**Location**	**Replacement ETA**	**Contact**	**Notes**
IPTV Headend	IRD's	Yes	SB	4-8 Hours	Video Op's Team	Same location, +1 sparing
IPTV Headend	Encoders	Yes	SB	4-8 Hours	Video Op's Team	Same location, +1 sparing
IPTV Headend	Servers	Yes	SB	4-8 Hours	Video Op's Team	Same location, +1 sparing
IPTV Headend	Hard Drives	Yes	SB	4-8 Hours	Video Op's Team	Same location, +1 sparing
IPTV Headend	Satellite Dishes	No				Planning (3) 4.5m dishes in NP
Mediaroom Headend	Servers	Yes	NP	4-8 Hours	Video Op's Team	Same location, +1 sparing
Mediaroom Headend	Tangerine	Yes	NP	4-8 Hours	Video Op's Team	Tangerine spare parts box
Remote	OTA Receivers	Yes	SB	4-8 Hours	Video Op's Team	Shelf spare in SB, backup channel source in most markets
Remote	EAS	Yes	SB	4-8 Hours	Video Op's Team	Shelf spare in SB, backup channel source in most markets

cCFS Network/Voice (Hardware)						
Server Type	**Element**	**Sparing**	**Location**	**Replacement ETA**	**Contact**	**Notes**
Perimeta SBC	Dell R640	Yes	BLV	4-8 Hours	Voice Op's/Nelnet	Lincoln Warehouse
Cisco Firewall	Cisco ASA	Yes	BLV	4-8 Hours	Voice Op's/Nelnet	Lincoln Warehouse
Cisco Firewall	Cisco ASA	Yes	BLV	4-8 Hours	Voice Op's/Nelnet	Lincoln Warehouse
Cisco Firewall	Cisco ASA	Yes	DEN	4-8 Hours	Nelnet	Voice VRF Firewall managed by Nelnet
Perimeta SBC	Dell R640	Yes	LNK	4-8 Hours	Video Op's	Lincoln Warehouse
Cisco Firewall	Cisco ASA	Yes	LNK	4-8 Hours	Voice Op's	Lincoln Warehouse
Metaswitch UMG	CH6010	No	LNK	24-72 Hours	Voice Op's/Metaswitch	Spares via Metaswitch
ADTRAN Multiplexer	Opti	No	ALN	24-72 Hours	Voice Op's/ADTRAN	Spares via ADTRAN
Metaswitch UMG	CH6010	No	SCB	24-72 Hours	Voice Op's/Metaswitch	Spares via Metaswitch
ADTRAN Multiplexer	Opti	No	SCB	24-72 Hours	Voice Op's/ADTRAN	Spares via ADTRAN

cCFS Network/Voice (VM/Server)						
Server Type	**Element**	**#**	**Location**	**Replacement ETA**	**Contact**	**Notes**
Metasphere EAS	VM	1	DEN	4-8 Hours	Voice Op's/Nelnet	12 CPU, 24GB Mem, 1000GB Disk
Metaswitch AMGC	VM	2	BLV, DEN	4-8 Hours	Voice Op's/Nelnet	12 CPU, 48GB Mem, 200GB Disk
Metaswitch CFS	VM	2	BLV, DEN	4-8 Hours	Voice Op's/Nelnet	12 CPU, 48GB Mem, 200GB Disk

Metaswitch DCM	VM	4	BLV, DEN	4-8 Hours	Voice Op's/Nelnet	1 CPU, 1 GB Mem, 10GB Disk
Metaswitch MRS	VM	6	BLV, DEN	4-8 Hours	Voice Op's/Nelnet	8 CPU, 8GB Mem, 100GB Disk
Metaswitch N-Series	VM	1	DEN	4-8 Hours	Voice Op's/Nelnet	4 CPU, 8GB Mem, 100GB Disk
Metaswitch OBS	VM	4	BLV, DEN	4-8 Hours	Voice Op's/Nelnet	8 CPU, 16GB Mem, 100GB Disk
Metaswitch RPAS	VM	4	BLV, DEN	4-8 Hours	Voice Op's/Nelnet	4 CPU, 4GB Mem, 100GB Disk
Metaswitch SAS	VM	1	DEN	4-8 Hours	Voice Op's/Nelnet	12 CPU, 24GB Mem, 4TB Disk
Metaview Director	VM	2	BLV, DEN	4-8 Hours	Voice Op's/Nelnet	4 CPU, 8GB Mem, 100GB Disk
Metaview MVS	VM	2	BLV, DEN	4-8 Hours	Voice Op's/Nelnet	12 CPU, 24GB Mem, 300GB Disk
OrecX Voice Recorder	VM	1	BLV	4-8 Hours	Voice Op's/Nelnet	4 CPU, 8GB Mem, 250GB Disk
Perimeta SBC	VM	2	BLV, DEN	4-8 Hours	Voice Op's/Nelnet	8 CPU, 16GB Mem, 40GB Disk, PCI

Critical Infrastructure

ALLO CO/Headend Building and Cabinet Disaster Recovery Plan (3/8/2021)

- **Sparing/Availability**

  Structure

  Thermobond retains a 12'x30' structure in stock for use by ALLO in event of an emergency total loss situation. The structure is bare but would be outfitted and shipped within 24 hours from Elk Point South Dakota. Initiating this process would be the responsibility of Critical Infrastructure and would begin with the approval by the Director of OSP Engineering and notification to Thermobond of the emergency, Michael Kastning – Sales Engineering team – 712-251-2125.

  Other Remote Cabinets

  ALLO has a spare cabinet in stock in Lincoln Nebraska to respond to a total loss cabinet situation. Contact Critical Infrastructure team member to initiate the process. Expected restoration time <8 hours.

  Critical Infrastructure Racks and Equipment

  ALLO has the following spare items stored at our Lincoln, Scottsbluff, or North Platte Warehouses:

  - Racks
  - Fiber guide
  - Runway
  - PDUs
  - Rectifier System
  - Batteries
  - HVAC Controller
  - Vaonet
  - Fiber Frame components
  - Jumpers
  - Breakers and fuse panels
  - Copper wire
  - Connector lugs
  - Door Card reader

  Contact a Critical Infrastructure team member to initiate the process.

Generators

ALLO has contracts in place with both Interstate and Catapiller to respond 24/7 with large trailer generators to restore power at any CO/headend site in the ALLO network within 4 hours.

ALLO maintains smaller portable generators at the Lincoln, Scottsbluff, and North Platte warehouses to restore cabinet sites.

Interstate call out 1-800-222-6060
Catapillar call out 1-800-RENT CAT 1-800-736-8228

o Plan

Scenario 1 – Total Loss – Structure Unusable (Tornado / Fire / Etc)

Disaster Assessment – 4 hours

- What is salvageable?
- What needs to be ordered for Critical Infrastructure structure and equipment?

Phase 1 – Infrastructure Replacement (Plan will come from CI Team) – first 24 hours

- Determine power availability at the site – execute generator sparing strategy as required by the situation.
- Tent site and start splicing on fiber to extend to new frame
- Raze existing site if unusable
- The existing pad/foundation may be used to install racks, power, and restore service if possible using portable HVAC inside of the tent and spare equipment/racks – execute sparing strategy as required by the situation.
- Order replacement structure from Thermobond for immediate shipping and overnight any other needed items.

Phase 2 – Consider replacing tent with framed/plywood structure – as required

Phase 3 – Install new Thermobond structure and new equipment for a permanent replacement. – as required

Initate by contracting Critical Infrastructure team member.

Scenario 2 – Partial Loss – Structure Usable (Flood, Vandelism, Accident, Weather, Etc)

Disaster Assessment – 2 hours

- What is salvageable?

- What needs to be ordered for Critical Infrastructure structure repair and equipment?

Phase 1 – Structure repair plan (Plan will come from CI Team) – next 2 hours

- Determine power availability at the site – execute generator sparing strategy as required by the situation.
- Use portable HVAC units for cooling if existing units are unrepairable.
- If needed tent site until repairs to the structure can be completed.
- If needed start splicing to restore fiber.
- Install needed repair items and equipment into the existing structure.
- Order any needed replacement structure components from Thermobond for immediate shipping and overnight any other needed items.

Phase 2 – Complete permanent repairs as components are received.

Initate by contracting Critical Infrastructure team member.

<u>Scenario 3 – Single Item Loss (Generator, HVAC, Rectifier, Etc)</u>

Phase 1 – Replace or repair any items damaged with a spare. Order replacement spare as soon as possible. – 4 hours

- Resources required (internal, 3rd party)

Scenario 1: Critical Infrastructure Team, Construction, IPTV Team, Crane contractor, and other contractors as needed.

Scenario 2: Critical Infrastructure Team, Construction, IPTV Team, and other contractors as needed.

Scenario 3: Critical Infrastructure Team and other contractors as needed.

- Testing of plan

Scenario 1: Test using tabletop exercises and review lessons learned from Ashland flooding of CO cabinet site.

Scenario 2: Test using tabletop exercises.

Scenario 3: Test using tabletop exercises and review lessons learned from past component failures.

- Communication Plan

  Internal Communications:

  During a service impacting event we will follow the standard outage communication protocol. (Need to insert a link to the current outage process here)

  Vendor Communications:

  Directly with vendors as required by Critical Infrastructure and Supply teams.

  FCC Communications: https://www.fcc.gov/network-outage-reporting-system-nors

  For Scenario 1, 2, and 3, outages of more than 30 minutes, the outage must be reported to the FCC by Corporate Communications.

  External Communications:

  During a service impacting event we will follow the standard outage communication protocol. (Need to insert a link to the current outage process here)

  No information should be released to news outlets without prior approval of Corporate Communications.

The Critical Infrastructure Team, to contact us call or email:

- Supervisor James Dobesh 402-417-4014 (james.dobesh@allofiber.com)
- Mark Znamenacek 402-646-8639 (mark.znamernacek@allofiber.com)
- Jason Davis 308-220-8047 (jason.davis@allofiber.com)
- Escalations to Al Schroeder 402-430-5958 (al.schroeder@allofiber.com)

Market Emergency HVAC callout numbers

Market	Vendor	Phone Number
North Platte	Knobel Refrigeration	308-532-2665
Lincoln and Ashland	Capitol Heating and Air	402-483-6080
Ogallala	Correl Refrigeration	308-284-6715
Norfolk	Volkman Plumbing and Heating	402-371-0316
Bridgeport	Polar Express	308-221-4368
Scottsbluff and Gering	Polar Express	308-221-4368
Scottsbluff HE	Data Power	402-592-7860
Alliance	Jacks Refrigeration	308-646-3827
Fort Morgan	Bob Staley Plumbing and Heating	970-867-5262
Breckenridge	Breckenridge Mechanical	970-453-1950
Imperial	Troxells Heaing and Appliance	308-882-4497
Hastings	Rutts Heating and Air Conditioning	402-463-4853

IPTV/Video

ALLO IPTV Disaster Recovery Plan (1/18/2021)

o Sparing/Availability

IPTV Headend (Scottsbluff)

Hardware (IRDs, Encoders, Servers, Hard Drives)
Current solution is a +1 sparing, meaning either there is a spare online ready to be swapped to or a shelf spare. The shelf spares are currently stored at the same physical location as the production system. Inventory is done every 6 months.

Satellite Dishes
No sparing for the 3.8-meter dishes in Scottsbluff. Plan to erect 3 x 4.5-meter dishes in North Platte for some redundancy.

Mediaroom Headend (North Platte)

Hardware (Mediaroom Servers / Tangerine)
Current solution is a +1 sparing, meaning there is a spare online ready to be swapped to. Tangerine has a spare parts box for extra hard drives, and other parts which is in the HUT.

Other Remote HUTs/COs

Hardware (Over the air receivers, EAS (Emergency Alert Systems)
Current solution is a shelf spare located at the Scottsbluff office. Most all sites have a backup channel source so having an in-market spare is not required.

o Plan

Scenario 1 – Total Loss (Tornado / Fire / Etc)

Disaster Assessment –

- **What is salvageable?**
- **What needs to be ordered for equipment?**

Phase 1 – Infrastructure Replacement (Plan will come from CI Team)
Phase 2 – Connectivity (Plan will come from Network)
Phase 3 – Install of new IPTV equipment and restore IPTV Service
Utilize contractors as needed to speed recovery.

Scenario 2 – Partial Loss (Flood, Malware, Ransomware, Etc)

Disaster Assessment –

- **What is salvageable?**
- **What needs to be ordered for equipment?**

Phase 1 – Infrastructure Replacement (Plan will come from CI Team)
Phase 2 – Connectivity (Plan will come from Network)
Phase 3 – Replace or repair any items damaged, utilize contractors to speed recovery.

Scenario 3 – Single Item Loss (Server, Hard Drive, Receiver, Etc)

Phase 1 – Replace or repair any items damaged with hot spare or shelf spare.
Order replacement spare as soon as possible.

- Resources required (internal, 3rd party)

Scenario 1: Critical Infrastructure Team, Network Engineering Team, IPTV Team, Tangerine Global, Outside contractors as needed.
Scenario 2: Critical Infrastructure Team, Network Engineering Team, IPTV Team, Tangerine Global, Outside contractors as needed.
Scenario 3: IPTV Team, Tangerine Global

- Testing of plan

Scenario 1: Since there is not full redundancy this plan cannot be tested.

Scenario 2: Since there is not full redundancy this plan cannot be tested.

Scenario 3: This event commonly occurs and is tested at least once a year. Making sure we have an accurate sparing plan is the most crucial. Inventory every 6 month is required.

- Risk Assessment. Incremental planning depending on market.

Scottsbluff: **Satellite and Local Channels Affected for all markets (1/4 of all channels).** EAS affected for all markets.
Gering: No impact to other markets. No IPTV assets located in this market.
Bridgeport: No impact to other markets. No IPTV assets located in this market.
Alliance: No impact to other markets. No IPTV assets located in this market.

Ogallala: No impact to other markets. No IPTV assets located in this market.
North Platte: EAS for Ogallala, Imperial, and North Platte.
IPTV down for all markets (Tangerine Servers located here).
Imperial: No impact to other markets. No IPTV assets located in this market.
Hastings: Backup over the air receivers located here. EAS covering Hastings market.
Lincoln: Depending on site affected – we have Lincoln locals from over the air from NCC building and the NetNet building. EAS is located at the NCC building which serves Lincoln and Omaha.
Ashland Lakes: No impact to other markets. No IPTV assets located in this market.
Omaha: No impact to other markets. No IPTV assets located in this market.
Fort Morgan: Three over the air channels with no backups will be affected for Fort Morgan Only. EAS for Fort Morgan will be affected.
Breckenridge: EAS for Breckenridge will be affected.
Fremont: No impact to other markets. No IPTV assets located in this market.
Norfolk: EAS for Norfolk will be affected.

- Communication Plan

Internal Communications:

During a service impacting event we will follow the standard outage communication protocol. (Need to insert link to current outage process here)

Vendor Communications:

Tangerine – Need support ticket opened.
Other vendors as needed.

FCC Communications: https://www.fcc.gov/network-outage-reporting-system-nors

For Scenario 1 and 2 outages more than 30 minutes long issues must be reported to the FCC.

Other Communications: If this affects other downstream customers individual communications will be needed.

PinPoint (Shared Mediaroom)
Great Plains (Shared Locals)
USA Communications (Shared Locals)
Hamilton Communications (Shared Locals)
Cozad Communications (Shared Locals)

cCFS Network/Voice

ALLO Voice Network Disaster Recovery Plan

Overview & Scope

This DR plan details the affect and recovery of various failures in the ALLO Voice network.

Table of Contents:

- Assumptions and audience
- Voice network services overview
    - Voices Telephony Services and priorities
    - Voice network summary
    - Sites utilized
    - Voice server network element list
- Site specific Disaster Plan
    - Services affected for site loss as well as individual server loss
    - Manual tasks needed to restore services
    - Critical servers required to restore all priority services
- Appendix A – Individual Server Sparing and Availability
- Appendix B – Individual Server Restoral Process
- Appendix C – FCC/PUC/PSC Communications (details needed)
- Appendix D – Outstanding questions/action items

Assumptions and audience

- This document is intended for an audience with general understanding of TDM/VoIP telephony voice networks and services as well as the Metaswitch clustered CFS topology.
- Infrastructure, external connectivity, VMware host environment are prerequisite to restoring the Voice Network. This is covered in the *Data Center Disaster Recovery Plan*.
- Metaswitch Customer Support services can be used for assistance with the restoral of Metaswitch network elements and may be required for the cleanup of CFS subscriber rehoming.
- The TDM trunking interconnection via ADTRAN OPTI 6100 Multiplexers is located in many sites in the ALLO network. Disaster Recovery for OPTI Multiplexers are included in the *Network Transport Disaster Recovery Plan*.
- Safety and security of associates takes priority over recovery activities.
- In an extensive disaster event staff & equipment resources may be insufficient, which in turn will prolong recovery activities.
- Depending on the severity of the incident, customers and other ALLO teams may be required to modify their operations to accommodate differences in applications/services until a full recovery has been completed. This may include manual processing for an extended period of time.
- Outstanding action items to improve inefficiencies are listed in appendix D.

Voice network services overview

Voice telephony services

The Allo Voice network is made up of hardware and software components that provides telephony services including but not limited to the following:

- Basic telephone services
    - Residential analog and VoIP telephone – Priority 1
    - Business analog and VoIP telephone – Priority 1
    - Enterprise PBX analog and VoIP interconnection – Priority 1
    - Max UC Desktop and Mobile softphone client – Priority 1
    - Caller ID – Priority 2
    - Robocall blocking – Priority 4
    - Call Forwarding – Priority 2
    - Three-Way Calling – Priority 3
    - Fax/Data – Priority 2
    - DTMF Interworking – Priority 2
- Advanced Business Features
    - Auto Attendant – Priority 1
    - Advanced Call Distribution – Priority 2
    - Multi Line Hunt Group – Priority 2
    - Line State Monitoring – Priority 2
    - Call Park/Pickup – Priority 2
- Enhanced Application Features
    - Voicemail – Priority 3
    - Commportal Web Services – Priority 3
    - Orecx call media recording – Priority 4
    - Large Conference – Priority 3
    - Music on Hold – Priority 4
    - SIP-TLS and SRTP encryption – Priority 1
- Call routing services
    - Inbound Local and LD call services – Priority 1
    - Outbound Local interconnection Services – Priority 1
    - Outbound LD Services – Priority 1
    - Toll Free 800 inbound and outbound services – Priority 1
    - 911 Emergency access – Priority 1
- Management Services
    - Billing services – Priority 2
    - Provisioning services – Priority 2
    - Alarm monitoring services – Priority 3
    - SAS call logging services – Priority 3

Priorities:

- Priority 1: Critical priority voice service – These services are the first to be restored

- Priority 2: High priority voice service – These services are critical as well but are second priority
- Priority 3: Medium priority voice service – These services have lesser priority than the critical services
- Priority 4: Low priority voice service – these services take least precedence when restoring services

  Note: Certain customers take priority over others (E.G. the State of NE, cities and healthcare providers) as determined by Customer Operations.

Allo Voice networks

The Allo Voice network includes the original Legacy network and the new geo-redundant Clustered CFS (cCFS) network. We are in the process of migrating all customers off of the Legacy network and onto the cCFS network. Approximately 95% of the Allo Voice customer base resides on the cCFS network. The following lists include sites that house the Voice Network server elements and does not include any additional VoIP and TDM transport locations which should be included in the Allo Network/Transport plans.

- Legacy network
  - site-redundant VM based components in Bellevue NE - BLV11
  - hardware based components in Scottsbluff NE – SCB01 and SCB11

- cCFS network
  - site and geo-redundant VM based components in Bellevue NE – BLV11
  - site and geo-redundant VM based components in Denver CO – DEN11
  - hardware based components in Lincoln NE – LNK01
  - hardware based components in Scottsbluff NE – SCB01
  - State of NE hardware based components in Bellevue NE – BLV11
  - State of NE hardware based components in Lincoln NE – LNK23

Allo Voice network sites and servers

- BLV11 – TierPoint data center, Bellevue, NE. - Primary data center for Voice services
  - cCFS Voice Server Network Elements
    - Metaswitch Allo-BLV-cCFS-MVS – primary Metaview Element Monitoring System
    - Metaswitch Allo-BLV-cCFS-AMGC – primary Access Media Gateway Controller
    - Metaswitch Allo-BLV-CFS – primary Call Feature Server
    - Metaswitch Perimeta Allo-ISC2 – primary Session Border Controller
    - Metaswitch Allo-BLV-MVD – primary MetaView Director
    - Metaswitch Allo-BLV-SAS – primary Service Assurance Server
    - Metaswitch Allo-BLV-MRS1,MRS2,MRS3 – Media Resource Servers
    - Metaswitch Allo-BLV-OBS1,OBS2 – Object Backup Store Servers
    - Metaswitch Allo-BLV-RPAS1,RPAS2 – Representative App Servers

        - Metaswitch Allo-BLV-DCM1,DCM2 – Distributed Capacity Manager Servers
        - Metaswitch Perimeta SON-BLV-ISC1 – secondary State of NE Session Border Controller
        - OrecX Allo-BLV-ORK1 – Call Recording server
        - Cisco BLV11-FW06 – primary Voice-VRF firewall for EAS web services and IPSec VPN
        - Cisco SON-OMA-FW – secondary State of NE firewall for EAS web services
    - Legacy Voice Network Elements
        - Metaswitch Allo-BLV-MVS – Metaview Element Monitoring System
        - Metaswitch Allo-CA1 – Call Feature Server
        - Metaswitch Allo-Omaha-MVD – MetaView Director
        - Metaswitch Allo-BLV11-SAS – Service Assurance Server
        - Metaswitch Allo-DCM1,DCM2 – Distributed Capacity Manager Servers
        - Metaswitch Allo-BLV11-SAS – Service Assurance Server
        - Metaswitch Omaha-EAS – Enhanced Application Server
        - Metaswitch Omaha-N-Series – N-Series Application Server
        - Cisco BLV11-FW01 – Legacy firewall for EAS web services

- DEN11 – 910 Telecom, Denver, CO. - Primary data center for cCFS network Voice services
    - cCFS Voice Network Elements
        - Metaswitch Allo-DEN-cCFS-MVS – primary Metaview Element Monitoring System
        - Metaswitch Allo-DEN-cCFS-AMGC – primary Access Media Gateway Controller
        - Metaswitch Allo-DEN-CFS – primary Call Feature Server
        - Metaswitch Perimeta Allo-ISC3 – primary Session Border Controller
        - Metaswitch Allo-DEN-MVD – primary MetaView Director
        - Metaswitch Allo-DEN-SAS – primary Service Assurance Server
        - Metaswitch Allo-DEN-MRS1,MRS2,MRS3 – Media Resource Servers
        - Metaswitch Allo-DEN-OBS1,OBS2 – Object Backup Store Servers
        - Metaswitch Allo-DEN-RPAS1,RPAS2 – Representative App Servers
        - Metaswitch Allo-DEN-DCM1,DCM2 – Distributed Capacity Manager Servers
        - Metaswitch Allo-DEN-EAS – Enhanced Application Server
        - Metaswitch Allo-DEN-NSR – N-Series Application Server
        - Cisco BLV11-FW06 – primary Voice-VRF firewall for EAS web services and IPSec VPN

- SCB01 – Scottsbluff headend/hub – cCFS TDM Voice services, Legacy Voice Services
    - cCFS Voice Network Elements
        - Metaswitch Allo-SCB-UMG – primary Universal Media Gateway
    - Legacy Voice Network Elements
        - Metaswitch Perimeta Allo-SCB-ISC1 – Session Border Controller
        - Metaswitch ALNCNE-UMG – primary Universal Media Gateway

- SCB11 – Scottsbluff Lumen CO – TDM Voice Services
    - Legacy Voice Network Elements
        - Metaswitch SCTSNE-UMG – primary Universal Media Gateway

- LNK01 – Lincoln #1 hub – cCFS TDM Voice Services
    - cCFS Voice Network Elements
        - Allo-LCN-UMG – primary Universal Media Gateway

- LNK23 – State of NE data center – State of NE VoIP Voice services
    - cCFS Voice Network Elements
        - Metaswitch Perimeta SON-LCN-ISC1 – primary State of NE Session Border Controller
        - Cisco SON-LCN-FW – primary State of NE firewall for EAS web services

Server Sparing/Availability

Spares are not currently stocked for most components. Replacements provided by vendor support agreements. Also, SAN arrays and Metaswitch voice core are remotely monitored by their respective vendors. See Appendix A for list of voice network elements with redundancy, availability and sparing details.

BLV11 Site Plan

Scenario 1 – Total Loss of Bellevue BLV11 site

Disaster Assessment

- What is salvageable?
- What needs to be ordered for equipment?

Service impact

cCFS network subscribers:

- Basic telephone services
  - Residential analog – outage until manual switchover
  - Residential VoIP telephone – impact limited to associated services
  - Business analog – outage until manual intervention
  - Business VoIP telephone – impact limited to associated services
  - Enterprise PBX analog interconnection – outage until manual intervention
  - Enterprise PBX VoIP interconnection – limited outage requires manual intervention
  - Max UC Desktop and Mobile softphone client – impact limited to associated services
  - Caller ID – no impact
  - Robocall blocking – no impact
  - Call Forwarding – no impact
  - Three-Way Calling – no impact
  - Fax/Data – no impact
  - DTMF Interworking – no impact
- Advanced Business Features
  - Auto Attendant – no impact
  - Advanced Call Distribution – no impact
  - Multi Line Hunt Group – no impact
  - Line State Monitoring – no impact
  - Call Park/Pickup – no impact
- Enhanced Application Features
  - Voicemail – no impact
  - Commportal Web Services – no impact
  - Orecx call media recording – Total service outage
  - Large Conference – outage until Legacy Omaha-N-Series is restored
  - Music on Hold – no impact
  - SIP-TLS and SRTP encryption – no impact
- Call routing services
  - Inbound Local and LD call services – Partially affected, outage until manual intervention
  - Outbound Local interconnection Services – Calls will reroute to Denver SIP
  - Outbound LD Services – Calls will reroute to Denver SIP

        - Toll Free 800 inbound – Partially affected, outage until manual intervention
        - Toll Free outbound services – Calls will reroute to Denver SIP
        - 911 Emergency access – Calls will reroute to BW SIP 911
    - Management Services
        - Billing services – no impact
        - Provisioning services – must use Allo-DEN-cCFS-MVS for MVWeb or MVS client
        - Alarm monitoring services – must use Allo-DEN-cCFS-MVS
        - SAS call logging services – must use Allo-DEN-cCFS-SAS, partially impacted requires manual intervention

Legacy network subscribers:

    - All services – Outage until Legacy servers are brought back in service or subscribers are migrated to cCFS

Phase 0 – Execute or Confirm Service Failover

- What services can run on the surviving site?
    - cCFS Network
        - Most cCFS network services and features can run on the surviving sites.
        - All TDM services (SS7 and H.248) require manual AMGC switchover from Bellevue to Denver.
        - Dynamic subscribers will rehome to Denver site automatically.
        - H.248 and SIP devices hardcoded to Bellevue will need manual redirect to Denver.
        - Inbound SS7 ISUP trunk calls and outbound TollFree TCAP800 calls will require SS7 switchover to Allo-DEN-AMGC.
        - Outbound SS7 ISUP trunk calls will reroute to SIP overflow trunks until SS7 switchover to Allo-DEN-AMGC.
        - OrecX call recording service is simplex in Bellevue and will be out of service.
        - Large Conference currently uses Legacy Omaha-N-Series. Outage will be incurred until server is restored or service is manually migrated to cCFS Allo-DEN-NSR server.
        - Remote SSH management of Voice network will need to bypass the BLV-Voice-VRF-FW.
        - Denver Jump server can be used as SSH proxy.
        - There will be no Denver MVS Client access via VPN. Either Metaswitch support will need to be contacted, or someone must connect directly from the Voice-VRF network at one of our site locations.
        - MVWeb Provisioning and SAS Logging will have to be redirected to Denver site.
    - Legacy Network
        - The Legacy network will experience a full outage with loss of BLV11 site.

- What applications require manual tasks to complete failover?

- SSH access to Voice network elements will have to be accomplished via Denver Jump server or Metaswitch Customer Support assistance.
- TDM services (SS7 and H.248) require manual AMGC switchover from Bellevue to Denver.
- ISUP trunk calls (inbound/outbound) and outbound TollFree TCAP800 requires SS7 switchover to Allo-DEN-AMGC
  - Enable Syniverse SS7 A-Links on the Allo-DEN-AMGC
  - Ensure Calix H.248 profile points to DEN-AMGC as signaling gateway
- H.248 devices hardcoded to Bellevue will need manual redirect to Denver.
  - Ensure Calix OLT Profile includes Allo-DEN-AMGC as signaling server
- SIP devices hardcoded to Bellevue will need manual redirect to Denver.
  - Configure any SIP end-user devices (e.g. ADTRAN 600) with simplex SIP signaling or proxy servers to point to Denver (Allo-DEN-CFS or Allo-DEN-ISC3 as needed).
  - Configure any State of NE SIP end-user devices (e.g. ADTRAN 600) with simplex SIP signaling or proxy servers to point to Allo-DEN-CFS or SON-LCN-ISC1 as needed.
- MVWeb Provisioning and SAS Logging will have to be redirected to Denver site
  - Ensure all users use the Denver systems instead of Bellevue (Allo-DEN-cCFS-MVS and Allo-SAS-cCFS-MVS)
- Allo-DEN-MVS activations as management server for UMGs
  - Activate Allo-LCN-UMG and Allo-SCB-UMG on the Allo-DEN-cCFS-MVS
- Allo-DEN-SAS activation as SAS call logging server for Lincoln UMG
  - Point Allo-LCN-UMG to Allo-DEN-cCFS-SAS for logging
  - Point SoN-LCN-ISC1 to Allo-DEN-cCFS-SAS for logging
- N-Series Large Conference will be out of service until Legacy Omaha-N-Series is restored or service is manually migrated to Allo-DEN-NSR server
- Legacy network subscribers may need to be migrated to the cCFS on a priority basis.

Phase 1 – Infrastructure Replacement

(Part of Data Center Disaster recovery: site vendor or CI Team)

- Establish physical security
- Power
- HVAC
- (Access/facilities for staff doing the recovery?)

Phase 2 – Establish external connectivity

(Part of Data Center Disaster recovery: ALLO Network Team, Nelnet & facility owner)

- Voice-VRF Firewall BLV11-FW06 is required for MVS client access for management access ssh access to Voice network environment

Phase 3 – Repair/install server & SAN hardware and establish VMware environment

(Part of Data Center Disaster recovery: joint effort with vendors & Nelnet)

Phase 4 – Most Critical Servers

These Servers/VMs should be restored in order to recover all Priority 1 and Priority 2 services.

- cCFS Network
  - Cisco ASA Firewall Voice-VRF BLV11-FW06

- Legacy Network
  - Metaswitch DCM Allo-DCM1
  - Metaview MVS Allo-BLV-MVS1
  - Metaswitch CFS AlloCA1
  - Metaview Director MVD
  - Metasphere EAS Omaha-EAS
  - Cisco ASA Firewall Legacy BLV11-FW01

Phase 5 – Recover specific services

Will require prioritizing due to expected limited staff & network resources. See also Scenario 2.

Scenario 2 – Server Loss

See Appendix B for individual server restoral process. This section defines the effect on service with individual server loss and method to restore any loss of service.

cCFS Network

- Metaview Server Allo-BLV-cCFS-MVS
  Similar to Scenario 1 if server cannot be recovered in a timely manner. Allo-DEN-cCFS-MVS can take over MVWeb provisioning and network monitoring capabilities for all Eastern NE network elements.

- Metaswitch SAS Allo-BLV-cCFS-SAS
  Similar to Scenario 1 if server cannot be recovered in a timely manner Allo-DEN-cCFS-SAS can take over call logging functions for all Eastern NE network elements.

- Metaswitch AMGC Allo-BLV-AMGC
  No impact for loss of a single VM instance.
  Similar to Scenario 1 for loss of VM pair, Allo-DEN-AMGC will take over for Allo-BLV-AMGC

- Metaswitch CFS Allo-BLV-CFS
  No impact for loss of a single VM instance.
  Similar to Scenario 1 for loss of VM pair, Allo-DEN-CFS will take over for Allo-BLV-CFS

- Metaswitch MRS Allo-BLV-MRS1, Allo-BLV-MRS2, Allo-BLV-MRS3

No loss of service for any outage of these servers. The other MRS servers including in Denver will take over for any server that is lost.

- Metaview Director Allo-BLV-MVD
  No impact for loss of a single VM instance.
  Loss of server pair will result in Bellevue CFS subscribers rehoming to Denver CFS.

- Metaswitch OBS Allo-BLV-OBS1, Allo-BLV-OBS2
  No loss of service for any outage of these servers. The other OBS servers including in Denver will take over for any server that is lost.

- Metaswitch RPAS Allo-BLV-RPAS1, Allo-BLV-RPAS2
  No loss of service for any outage of these servers. The other RPAS servers including in Denver will take over for any server that is lost.

- Metaswitch DCM Allo-BLV-DCM1,Allo-BLV-DCM2
  No loss of service for any outage of these servers. The other DCM servers including in Denver will take over for any server that is lost.
- Metaswitch Perimeta SBC Allo-BLV-ISC2
  No impact for loss of a single VM instance.
  Similar to Scenario 1 for loss of VM pair, Allo-DEN-ISC3 will take over for Allo-BLV-ISC2

- OrecX Call recording Server Allo-BLV-ORK1
  The lower priority OrecX call recording service will not function until the Allo-BLV-ORK1 server is brought back into service.

- Cisco ASA firewall BLV-Voice-VRF-FW
  No impact for loss of a single server.
  Similar to Scenario 1 for loss of server pair. DEN-Voice-VRF-FW will take over for BLV-Voice-VRF-FW for most services.
  Bellevue FW Syniverse SS7 A-Links will go out of service and Denver FW Syniverse SS7 A-Links will take over SS7 services.
  Default gateway static routes may need to be changed to point to DEN-Voice-VRF-FW instead of BLV-Voice-VRF-FW.
  VPN connectivity to Voice network including access to Denver MVS will be lost. Allo access would be from computer inside Voice-VRF or via Metaswitch support who has direct access via Metaswitch VPN through Denver firewall.

- Metaswitch Perimeta SBC SON-BLV-ISC1
  No impact for loss of a single Dell server.
  Similar to Scenario 1 for loss of Dell server pair, SON-LCN-ISC1 will take over for SON-BLV-ISC1.

- Cisco ASA firewall SON-OMA-FW
  No impact for loss of a single Cisco ASA server.

Similar to Scenario 1 for loss of Cisco ASA server pair, SON-LCN-FW will take over for SON-OMA-FW.

Legacy Network

- Metaswitch DCM Allo-DCM1, Allo-DCM2
  No impact for loss of a single VM instance. Upon loss of both VM instances, no provisioning of additional licensed features is allowed.

- Metaview Server Allo-BLV-MVS1
  Similar to Scenario 1 if server cannot be recovered in a timely manner Metasview server Allo-DNV-MVS2 can take over provisioning and monitoring capabilities for the Legacy network

- Metaview Server Allo-DNV-MVS2
  No impact for loss of standby Metaview server Allo-DNV-MVS2

- Metaswitch CFS Allo-CA1
  No impact for loss of a single VM instance. Similar to Scenario 1 for loss of VM pair.

- Metaview Director Allo-Omaha-MVD-1
  No impact for loss of a single VM instance. Since Legacy network has a single CFS server and EAS server, and 95% of all remaining subscriber base connect to the network via PBX lines, very little impact will be experienced with loss of MVD pair.

- Metaswitch SAS Allo-BLV11-SAS
  Loss of service logging will take effect upon loss of Allo-BLV11-SAS. No impact to legacy subscriber services.

- Metaswitch N-Series OMAHA-N-Series
  Loss of N-Series conferencing service will take effect upon loss of Omaha-N-Series server. Any subscribers using Legacy N-series conference can be configured on cCFS N-Series and use the Conference service on the cCFS network.

- Metasphere EAS OMAHA-EAS
  Loss of Voicemail and Auto Attendant services will take effect upon loss of Omaha-EAS server. All Auto Attendants can be configured to route to default numbers. If server cannot be recovered in a timely manner, all affected subscribers should be migrated to the cCFS.

- Legacy FW
  No impact for loss of a single FW server. All EAS Commportal and N-Series Conference web services will be lost upon outage of Legacy FW server pair. Similar to Scenario 1 for loss of server pair.

Testing of plan

Test out services and applications using the Basic cCFS Test Plan. Individual site application plans tested separately.

Communication Plan

Internal Communications:

During a service impacting event we will follow the standard incident management protocol. *(Link to the current process here)*

Vendor Communications

Directly with facilities & equipment vendors as required.

FCC/PUC/PSC Communications

See Appendix C.

External Communications

During a service impacting event we will follow the standard incident management protocol.

No information should be released to news outlets without prior approval of Corporate Communications.

DEN11 Site Plan

Scenario 1 – Total Loss of Denver BLV11 site

Disaster Assessment

- What is salvageable?
- What needs to be ordered for equipment?

Service impact

cCFS network subscribers:

- Basic telephone services
  - Residential analog – impact limited to associated services
  - Residential VoIP telephone – impact limited to associated services
  - Business analog – impact limited to associated services
  - Business VoIP telephone – impact limited to associated services
  - Enterprise PBX analog interconnection – impact limited to associated services
  - Enterprise PBX VoIP interconnection – limited outage requires manual intervention
  - Max UC Desktop and Mobile softphone client – impact limited to associated services
  - Caller ID – no impact
  - Robocall blocking – no impact
  - Call Forwarding – no impact
  - Three-Way Calling – no impact
  - Fax/Data – no impact
  - DTMF Interworking – no impact
- Advanced Business Features
  - Auto Attendant – outage until Allo-DEN-EAS is restored
  - Advanced Call Distribution – outage until Allo-DEN-EAS is restored
  - Multi Line Hunt Group – no impact
  - Line State Monitoring – no impact
  - Call Park/Pickup – no impact
- Enhanced Application Features
  - Voicemail – outage until Allo-DEN-EAS is restored
  - Commportal Web Services – outage until Allo-DEN-EAS is restored
  - Orecx call media recording – no impact
  - Large Conference – no impact
  - Music on Hold – outage until Allo-DEN-NSR has been restored
  - SIP-TLS and SRTP encryption – no impact
- Call routing services
  - Inbound Local and LD call services – no impact
  - Outbound Local interconnection Services – no impact

        - Outbound LD Services – Calls will reroute to Bellevue SIP
        - Toll Free 800 inbound – no impact
        - Toll Free outbound services – no impact
        - 911 Emergency access – no impact
    - Management Services
        - Billing services – no impact
        - Provisioning services – must use Allo-BLV-cCFS-MVS for MVWeb or MVS client
        - Alarm monitoring services – must use Allo-BLV-cCFS-MVS
        - SAS call logging services – must use Allo-BLV-cCFS-SAS, partially impacted requires manual intervention

Legacy network subscribers:

- All services - impact similar to cCFS network

Phase 0 – Execute or Confirm Application Failover

- What applications/services can run on the surviving site?
    - cCFS Network
        - Most cCFS network services and features can run on the surviving sites
        - All dynamic subscribers will rehome to Bellevue site automatically.
          H.248 and SIP devices hardcoded to Denver will need manual redirect to Bellevue.
        - MVWeb Provisioning and SAS Logging will have to be redirected to Bellevue site
- What applications require manual tasks to complete failover?
    - SIP devices hardcoded to Denver will need manual redirect to Bellevue.
        - Configure any SIP end-user devices (e.g. ADTRAN 600) with simplex SIP signaling or proxy servers to point to Bellevue (Allo-BLV-CFS or Allo-BLV-ISC2 as needed).
        - Configure any State of NE SIP end-user devices (e.g. ADTRAN 600) with simplex SIP signaling or proxy servers to point to Allo-BLV-CFS or SON-BLV-ISC1 as needed.
    - MVWeb Provisioning and SAS Logging will have to be redirected to Bellevue site
        - Ensure all users use the Bellevue systems instead of Denver (Allo-DEN-cCFS-MVS and Allo-DEN-cCFS-SAS)
    - Allo-DEN-MVS activations as management server for UMGs
        - Activate Allo-LCN-UMG and Allo-SCB-UMG on the Allo-DEN-cCFS-MVS
    - Allo-DEN-SAS activation as SAS call logging server for Lincoln UMG
        - Point Allo-LCN-UMG to Allo-DEN-cCFS-SAS for logging
        - Point SoN-LCN-ISC1 to Allo-DEN-cCFS-SAS for logging
    - Allo-DEN-EAS Voicemail, Auto-Attendant, Commportal and SIPPS services will be out of service.
    - Music On-Hold services will be out of service.
- What applications require manual tasks to complete failover?
    - SIP devices hardcoded to Denver will need manual redirect to Bellevue.
        - Configure any SIP end-user devices (e.g. ADTRAN 600) with simplex SIP signaling or proxy servers to point to Denver (Allo-BLV-CFS or Allo-BLV-ISC3 as needed).

        - Configure any State of NE SIP end-user devices (e.g. ADTRAN 600) with simplex SIP signaling or proxy servers to point to Allo-BLV-CFS or SON-BLV-ISC1 as needed.
    - MVWeb Provisioning and SAS Logging will have to be redirected to Bellevue site
        - Ensure all users use the Bellevue systems instead of Denver (Allo-BLV-cCFS-MVS and Allo-BLV-cCFS-SAS)
    - Allo-BLV-cCFS-SAS activation as SAS call logging server for Scottsbluff UMG
        - Point Allo-SCB-UMG to Allo-BLV-cCFS-SAS for logging

Phase 1 – Infrastructure Replacement

(Part of Data Center Disaster recovery: site vendor or CI Team)

- Establish physical security
- Power
- HVAC
- (Access/facilities for staff doing the recovery?)

Phase 2 – Establish external connectivity

(Part of Data Center Disaster recovery: ALLO Network Team, Nelnet & facility owner)

Phase 3 – Repair/install server & SAN hardware and establish VMware environment

(Part of Data Center Disaster recovery: joint effort with vendors & Nelnet)

Phase 4 – Most Critical Servers

These Servers/VMs should be restored in order to recover all Priority 1 and Priority 2 services.

- cCFS Network
    - Metasphere EAS Allo-DEN-EAS
    - Cisco ASA Firewall Voice-VRF DEN11-FW01

Phase 5 – Recover specific applications

Will require prioritizing due to expected limited staff & network resources. See also Scenario 2.

Scenario 2 – Server Loss

See Appendix B for individual server restoral process. This section defines the effect on service with individual server loss and method to restore any loss of service.

cCFS Network

- Metaview Server Allo-DEN-cCFS-MVS
  Similar to Scenario 1 if server cannot be recovered in a timely manner Allo-BLV-cCFS-MVS can take over MVWeb provisioning and network monitoring capabilities for all Eastern NE network elements.

- Metaswitch SAS Allo-DEN-cCFS-SAS
  Similar to Scenario 1 if server cannot be recovered in a timely manner Allo-BLV-cCFS-SAS can take over call logging functions for all Eastern NE network elements.

- Metaswitch AMGC Allo-DEN-AMGC
  No impact for loss of standby Allo-DEN-AMGC. Allo-BLV-AMGC will remain as primary AMGC server.

- Metaswitch CFS Allo-DEN-CFS
  No impact for loss of a single VM instance.
  Similar to Scenario 1 for loss of VM pair, Allo-BLV-CFS will take over for Allo-DEN-CFS.

- Metaswitch MRS Allo-DEN-MRS1, Allo-DEN-MRS2, Allo-DEN-MRS3
  No loss of service for any outage of these servers. The other MRS servers including in Bellevue will take over for any server that is lost.

- Metaview Director Allo-DEN-MVD
  No impact for loss of a single VM instance.
  Loss of server pair will result in Denver CFS subscribers relocating to Bellevue CFS.

- Metaswitch OBS Allo-DEN-OBS1, Allo-DEN-OBS2
  No loss of service for any outage of these servers. The other OBS servers including in Bellevue will take over for any server that is lost.

- Metaswitch RPAS Allo-DEN-RPAS1, Allo-DEN-RPAS2
  No loss of service for any outage of these servers. The other RPAS servers including in Bellevue will take over for any server that is lost.

- Metaswitch DCM Allo-DEN-DCM1,Allo-DEN-DCM2
  No loss of service for any outage of these servers. The other DCM servers including in Bellevue will take over for any server that is lost.

- Metasphere EAS SBC Allo-DEN-EAS
  Similar to Scenario 1 for loss of EAS VM.
  Full outage of Voicemail, Auto-Attendant, and SIPPS SIP provisioning services.

- Metaswitch N-Series Allo-DEN-NSR
  Similar to Scenario 1 for loss of N-Series VM.
  Full outage of Music On Hold services. Any conferencing should be pointed to Legacy Bellevue N-Series server.

- Metaswitch Perimeta SBC Allo-DEN-ISC3
  No impact for loss of a single VM instance.
  Similar to Scenario 1 for loss of VM pair, Allo-BLV-ISC2 will take over for Allo-DEN-ISC3.

- Cisco ASA firewall DEN-Voice-VRF-FW
  No impact for loss of a single server.
  Similar to Scenario 1 for loss of server pair, BLV-Voice-VRF-FW will take over for DEN-Voice-VRF-FW. Denver FW Syniverse SS7 A-Links will go out of service and Bellevue FW Syniverse SS7 A-Links will take over SS7 services.
  Default gateway static routes may need to be changed to point to BLV-Voice-VRF-FW instead of DEN-Voice-VRF-FW.

Testing of plan

Test out services and applications using the Basic cCFS Test Plan. Individual site application plans tested separately.

Communication Plan

Internal Communications:

During a service impacting event we will follow the standard incident management protocol. *(Link to the current process here)*

Vendor Communications

Directly with facilities & equipment vendors as required.

FCC/PUC/PSC Communications

See Appendix C.

External Communications

During a service impacting event we will follow the standard incident management protocol.

No information should be released to news outlets without prior approval of Corporate Communications.

LNK04 Site Plan

Scenario 1 – Total Loss of Lincoln LNK04 site

Disaster Assessment

- What is salvageable?
- What needs to be ordered for equipment?

Service impact

cCFS network subscribers:

- Basic telephone services
  - Residential analog – no impact
  - Residential VoIP telephone – no impact
  - Business analog – no impact
  - Business VoIP telephone – no impact
  - Enterprise PBX analog interconnection – no impact
  - Enterprise PBX VoIP interconnection – no impact
  - Max UC Desktop and Mobile softphone client – no impact
  - CallerID – no impact
  - Robocall blocking – no impact
  - Call Forwarding – no impact
  - Three-Way Calling – no impact
  - Fax/Data – no impact
  - DTMF Interworking – no impact
- Advanced Business Features
  - Auto Attendant – no impact
  - Advanced Call Distribution – no impact
  - Multi Line Hunt Group – no impact
  - Line State Monitoring – no impact
  - Call Park/Pickup – no impact
- Enhanced Application Features
  - Voicemail – no impact
  - Commportal Web Services – no impact
  - Orecx call media recording – no impact
  - Large Conference – no impact
  - Music on Hold – no impact
  - SIP-TLS and SRTP encryption – no impact
- Call routing services
  - Inbound Local and LD call services – ISUP TDM trunk capacity will be at 50%
  - Outbound Local interconnection Services – ISUP TDM trunk capacity will be at 50%
  - Outbound LD Services – calls will overflow route to Bellevue SIP
  - Toll Free 800 inbound – ISUP TDM trunk capacity will be at 50%
  - Toll Free outbound services – no impact

        - 911 Emergency access – Eastern market E911 will reroute to BW 911
    - Management Services
        - Billing services – no impact
        - Provisioning services – no impact
        - Alarm monitoring services – no impact
        - SAS call logging services – no impact

Legacy network subscribers:

- All services - impact similar to cCFS network

Phase 0 – Execute or Confirm Application Failover

- What applications/services can run on the surviving site?
  Most TDM based voice services on cCFS network are geo-redundant and will use Scottsbluff UMG resources. Eastern market 911 calls will automatically overflow to SIP based Bandwidth 911.
- What applications require manual tasks to complete failover?
    - All cCFS network outbound TDM traffic (accept for 911) will need to diverted to the overflow SIP trunks to free up resources for inbound traffic.
        - Add wildcard LCR routes in translations to divert all outbound traffic to the overflow SIP trunks.

Phase 1 – Infrastructure Replacement

(Part of Data Center Disaster recovery: site vendor or CI Team)

- Establish physical security
- Power
- HVAC
- (Access/facilities for staff doing the recovery?)

Phase 2 – Establish external connectivity

(Part of Data Center Disaster recovery: ALLO Network Team, Nelnet & facility owner)

Phase 3 – Repair/install server & SAN hardware and establish VMware environment

(Part of Data Center Disaster recovery: joint effort with vendors & Nelnet)

Phase 4 – Most Critical Servers

These Servers/VMs should be restored in order to recover all Priority 1 and Priority 2 services.

cCFS Network

- Metaswitch UMG Allo-LCN-UMG

Phase 5 – Recover specific applications

Will require prioritizing due to expected limited staff & network resources. See also Scenario 2.

Scenario 2 – Server Loss

See Appendix B for individual server restoral process. This section defines the effect on service with individual server loss and method to restore any loss of service.

cCFS Network

- Allo-LCN-UMG
  No impact for loss of a single CH6010 server instance.
  Similar to Scenario 1 for loss of CH6010 server pair.

Testing of plan

Test out services and applications using the Basic cCFS Test Plan. Individual site application plans tested separately.

Communication Plan

Internal Communications:

During a service impacting event we will follow the standard incident management protocol. *(Link to the current process here)*

Vendor Communications

Directly with facilities & equipment vendors as required.

FCC/PUC/PSC Communications

See Appendix C.

External Communications

During a service impacting event we will follow the standard incident management protocol.

No information should be released to news outlets without prior approval of Corporate Communications.

LNK23 - SON Site Plan

Scenario 1 – Total Loss of Lincoln State of NE LNK23 SON site

Disaster Assessment

- What is salvageable?
- What needs to be ordered for equipment?

cCFS network subscribers:

- Basic telephone services
  - Residential analog – no impact
  - Residential VoIP telephone – no impact
  - Business analog – no impact
  - Business VoIP telephone – partial outage for hard-coded State of NE phones, State of NE phones will reregister with SON-BLV-ISC1
  - Enterprise PBX analog interconnection – no impact
  - Enterprise PBX VoIP interconnection – no impact
  - Max UC Desktop and Mobile softphone client – no impact
  - CallerID – no impact
  - Robocall blocking – no impact
  - Call Forwarding – no impact
  - Three-Way Calling – no impact
  - Fax/Data – no impact
  - DTMF Interworking – no impact
- Advanced Business Features
  - Auto Attendant – no impact
  - Advanced Call Distribution – no impact
  - Multi Line Hunt Group – no impact
  - Line State Monitoring – no impact
  - Call Park/Pickup – no impact
- Enhanced Application Features
  - Voicemail – no impact
  - Commportal Web Services – no impact
  - Orecx call media recording – no impact
  - Large Conference – no impact
  - Music on Hold – no impact
  - SIP-TLS and SRTP encryption – no impact
- Call routing services
  - Inbound Local and LD call services – no impact
  - Outbound Local interconnection Services – no impact
  - Outbound LD Services – no impact
  - Toll Free 800 inbound – no impact
  - Toll Free outbound services – no impact
  - 911 Emergency access – no impact
- Management Services
  - Billing services – no impact

- Provisioning services – no impact
- Alarm monitoring services – no impact
- SAS call logging services – no impact

Phase 0 – Execute or Confirm Application Failover

- What applications/services can run on the surviving site?
  Most voice services on the State of NE network will switchover from LNK23 site and run on the Omaha-Bellevue BLV11 site automatically.
- What applications require manual tasks to complete failover?
  - State of NE SIP devices hardcoded to Lincoln will need manual redirect to Bellevue.
    - Configure any State of NE SIP end-user devices (e.g. ADTRAN 600) with simplex SIP proxy servers to point to SON-BLV-ISC1 as needed.

Phase 1 – Infrastructure Replacement

(Part of Data Center Disaster recovery: site vendor or CI Team)

- Establish physical security
- Power
- HVAC
- (Access/facilities for staff doing the recovery?)

Phase 2 – Establish external connectivity

(Part of Data Center Disaster recovery: ALLO Network Team, Nelnet & facility owner)

Phase 3 – Repair/install server & SAN hardware and establish VMware environment

(Part of Data Center Disaster recovery: joint effort with vendors & Nelnet)

Phase 4 – Most Critical Servers

All State of NE services should register via SON-BLV-ISC1. These Servers/VMs should be restored on priority basis as necessary.

- cCFS Network
  - Metaswitch Perimeta SBC SON-LCN-ISC1
  - Cisco ASA Firewall SON-LCN-FW

Phase 5 – Recover specific applications

Will require prioritizing due to expected limited staff & network resources. See also Scenario 2.

Scenario 2 – Server Loss

See Appendix B for individual server restoral process. This section defines the effect on service with individual server loss and method to restore any loss of service.

cCFS Network

- Metaswitch Perimeta SBC SON-LCN-ISC1
  No impact for loss of a single Dell server.
  Similar to Scenario 1 for loss of Dell server pair, SON-BLV-ISC1 will take over for SON-LCN-ISC1.

- Cisco firewall SON-LCN-FW
  No impact for loss of a single Cisco ASA server.
  Similar to Scenario 1 for loss of Cisco ASA server pair, SON-OMA-FW will take over for SON-LCN-FW.

Testing of plan

Test out services and applications using the Basic cCFS Test Plan. Individual site application plans tested separately.

Communication Plan

Internal Communications:

During a service impacting event we will follow the standard incident management protocol. *(Link to the current process here)*

Vendor Communications

Directly with facilities & equipment vendors as required.

FCC/PUC/PSC Communications

See Appendix C.

External Communications

During a service impacting event we will follow the standard incident management protocol.

No information should be released to news outlets without prior approval of Corporate Communications.

SCB01 Site Plan

Scenario 1 – Total Loss of Scottsbluff Headend SCB01 site

Disaster Assessment

- What is salvageable?
- What needs to be ordered for equipment?

Service impact

cCFS network subscribers:

- Basic telephone services
  - Residential analog – no impact
  - Residential VoIP telephone – no impact
  - Business analog – no impact
  - Business VoIP telephone – no impact
  - Enterprise PBX analog interconnection – no impact
  - Enterprise PBX VoIP interconnection – no impact
  - Max UC Desktop and Mobile softphone client – no impact
  - CallerID – no impact
  - Robocall blocking – no impact
  - Call Forwarding – no impact
  - Three-Way Calling – no impact
  - Fax/Data – no impact
  - DTMF Interworking – no impact
- Advanced Business Features
  - Auto Attendant – no impact
  - Advanced Call Distribution – no impact
  - Multi Line Hunt Group – no impact
  - Line State Monitoring – no impact
  - Call Park/Pickup – no impact
- Enhanced Application Features
  - Voicemail – no impact
  - Commportal Web Services – no impact
  - Orecx call media recording – no impact
  - Large Conference – no impact
  - Music on Hold – no impact
  - SIP-TLS and SRTP encryption – no impact
- Call routing services
  - Inbound Local and LD call services – ISUP TDM trunk capacity will be at 50%
  - Outbound Local interconnection Services – ISUP TDM trunk capacity will be at 50%
  - Outbound LD Services – calls will overflow route to Bellevue SIP
  - Toll Free 800 inbound – ISUP TDM trunk capacity will be at 50%

        - Toll Free outbound services – no impact
        - 911 Emergency access – Western market E911 will reroute to BW 911
    - Management Services
        - Billing services – no impact
        - Provisioning services – no impact
        - Alarm monitoring services – no impact
        - SAS call logging services – no impact

Legacy network subscribers:

- Basic telephone services
    - Residential analog – no impact
    - Residential VoIP telephone – N/A
    - Business analog – no impact
    - Business VoIP telephone – outage until Metaswitch Perimeta SBC Allo-SCB-ISC1 is restored
    - Enterprise PBX analog interconnection – no impact
    - Enterprise PBX VoIP interconnection – limited outage until Metaswitch Perimeta SBC Allo-SCB-ISC1 is restored
    - Max UC Desktop and Mobile softphone client – N/A
    - Caller ID – no impact
    - Robocall blocking – no impact
    - Call Forwarding – no impact
    - Three-Way Calling – no impact
    - Fax/Data – no impact
    - DTMF Interworking – no impact
- Advanced Business Features
    - Auto Attendant – no impact
    - Advanced Call Distribution – no impact
    - Multi Line Hunt Group – no impact
    - Line State Monitoring – no impact
    - Call Park/Pickup – no impact
- Enhanced Application Features
    - Voicemail – no impact
    - Commportal Web Services – no impact
    - Orecx call media recording – no impact
    - Large Conference – no impact
    - Music on Hold – no impact
    - SIP-TLS and SRTP encryption – no impact
- Call routing services uses cCFS resources
    - Inbound Local and LD call services – ISUP TDM trunk capacity will be at 50%
    - Outbound Local interconnection Services – ISUP TDM trunk capacity will be at 50%
    - Outbound LD Services – calls will overflow route to Bellevue SIP
    - Toll Free 800 inbound – ISUP TDM trunk capacity will be at 50%
    - Toll Free outbound services – no impact
    - 911 Emergency access – Western market E911 will reroute to BW 911

- Management Services
  - Billing services – no impact
  - Provisioning services – no impact
  - Alarm monitoring services – no impact
  - SAS call logging services – no impact

Phase 0 – Execute or Confirm Application Failover

- What applications/services can run on the surviving site?

  cCFS Network
  - Most TDM based voice services on cCFS network are geo-redundant and will use Lincoln UMG resources. Western market 911 calls will automatically overflow to SIP based Bandwidth 911.

  Legacy Network
  - Legacy SIP subscribers and SIP-PBXs using the Allo-SCB-ISC1 Metaswitch Perimeta SBC will be out of service until Allo-SCB-ISC1 is restored or subscribers are migrated to the cCFS Metaswitch Perimeta SBCs in Bellevue and/or Denver.
  - Legacy subscribers requiring UMG DSP resources for DTMF/Fax transcoding will use SCTSNE-UMG located in Scottsbluff CO SCB11 site. Loss of both SCB01 and SCB11 sites will require migration of affected subscribers to cCFS similar to impact to Legacy subscribers for loss of BLV11 site.
- What applications require manual tasks to complete failover?

  cCFS Network
  - All outbound cCFS network TDM traffic (accept for 911) will need to diverted to the overflow SIP trunks to free up resources for inbound traffic.
    - Add wildcard LCR routes in translations to divert all outbound traffic to the overflow SIP trunks.

  Legacy Network
  - All Legacy SIP subscribers and SIP-PBXs using Allo-SCB-ISC1 will require manual migration of affected subscribers by priority to cCFS similar to impact to Legacy subscribers for loss of BLV11 site.
  - Loss of both SCB01 and SCB11 sites will require manual migration of affected DTMF/Fax/Modem subscribers by priority to cCFS similar to impact to Legacy subscribers for loss of BLV11 site.

Phase 1 – Infrastructure Replacement

(Part of Data Center Disaster recovery: site vendor or CI Team)

- Establish physical security
- Power
- HVAC
- (Access/facilities for staff doing the recovery?)

Phase 2 – Establish external connectivity

(Part of Data Center Disaster recovery: ALLO Network Team, Nelnet & facility owner)

Phase 3 – Repair/install server & SAN hardware and establish VMware environment

(Part of Data Center Disaster recovery: joint effort with vendors & Nelnet)

Phase 4 – Most Critical Servers

These Servers/VMs should be restored in order to recover all Priority 1 and Priority 2 services.

- Legacy Network
    - Metaswitch Perimeta SBC Allo-SCB-ISC1

- cCFS Network
    - Metaswitch UMG Allo-SCB-UMG

Phase 5 – Recover specific applications

Will require prioritizing due to expected limited staff & network resources. See also Scenario 2.

Scenario 2 – Server Loss

See Appendix B for individual server restoral process. This section defines the effect on service with individual server loss and method to restore any loss of service.

cCFS Network

- Metaswitch UMG Allo-SCB-UMG
  No impact for loss of a single CH6010 server instance.
  Similar to Scenario 1 for loss CH6010 server pair.

Legacy Network

- Metaswitch Perimeta SBC Allo-SCB-ISC1
  No impact for loss of a single CH6010 server.
  Similar to Scenario 1 for total loss of CH6010 server pair. Full outage for Legacy SIP subscribers using Allo-SCB-ISC1.

- Metaswitch UMG ALNCNE-UMG
  No impact for loss of a single component of UMG2510.
  Similar to Scenario 1 for total loss of UMG2510.

Testing of plan

Test out services and applications using the Basic cCFS Test Plan. Individual site application plans tested separately.

Communication Plan

Internal Communications:

During a service impacting event we will follow the standard incident management protocol. *(Link to the current process here)*

Vendor Communications

Directly with facilities & equipment vendors as required.

FCC/PUC/PSC Communications

See Appendix C.

External Communications

During a service impacting event we will follow the standard incident management protocol.

No information should be released to news outlets without prior approval of Corporate Communications.

SCB11 Site Plan

Scenario 1 – Total Loss of Scottsbluff CO SCB11 site

Disaster Assessment

- What is salvageable?
- What needs to be ordered for equipment?

cCFS network subscribers:

- All services – no impact

Legacy network subscribers:

- All services – no impact

Phase 0 – Execute or Confirm Application Failover

- What applications/services can run on the surviving site?
  Legacy Network
  - Legacy subscribers requiring UMG DSP resources for DTMF/Fax transcoding will use ALNCNE-UMG located in Scottsbluff Headend SCB01 site. Loss of both SCB01 and SCB11 sites will require migration of affected subscribers to cCFS similar to impact to Legacy subscribers for loss of BLV11 site.
- What applications require manual tasks to complete failover?
  Legacy Network
  - Loss of both SCB01 and SCB11 sites will require manual migration of affected DTMF/Fax/Modem subscribers by priority to cCFS similar to impact to Legacy subscribers for loss of BLV11 site.

Phase 1 – Infrastructure Replacement

(Part of Data Center Disaster recovery: site vendor or CI Team)

- Establish physical security
- Power
- HVAC
- (Access/facilities for staff doing the recovery?)

Phase 2 – Establish external connectivity

(Part of Data Center Disaster recovery: ALLO Network Team, Nelnet & facility owner)

Phase 3 – Repair/install server & SAN hardware and establish VMware environment

(Part of Data Center Disaster recovery: joint effort with vendors & Nelnet)

Phase 4 – Most Critical Servers

Legacy network will use ALNCNE-UMG for DSP resources. This Server should be restored as necessary.

- Legacy Network
    - Metaswitch SCTSNE-UMG

Phase 5 – Recover specific applications

Will require prioritizing due to expected limited staff & network resources. See also Scenario 2.

Scenario 2 – Server Loss

See Appendix B for individual server restoral process. This section defines the effect on service with individual server loss and method to restore any loss of service.

Legacy Network

- Metaswitch SCTSNE-UMG
  No impact for loss of a single component of UMG3510.
  Similar to Scenario 1 for total loss of UMG3510.

Testing of plan

Test out services and applications using the Basic cCFS Test Plan. Individual site application plans tested separately.

Communication Plan

Internal Communications:

During a service impacting event we will follow the standard incident management protocol. *(Link to the current process here)*

Vendor Communications

Directly with facilities & equipment vendors as required.

FCC/PUC/PSC Communications

See Appendix C.

External Communications

During a service impacting event we will follow the standard incident management protocol.

No information should be released to news outlets without prior approval of Corporate Communications.

Appendix A: Individual Server Sparing and Availability

This appendix is intended to provide an overview of currently apps/services, and considerations for prioritizing restoral with the available resources. It is expected that each application will capture vendor-specific requirements & other recovery details in its own DR plan.

Risk Tiers:

- Tier 1: Most critical risks based on customer/company impact, including those needed to restore other services.
- Tier 2: Critical services not listed in Tier 1
- Tier 3: Other production systems
- Tier 4: Dev/Lab

Sites:

- BLV11 – TierPoint data center, Bellevue, NE. - Primary data center for Voice services
- DEN11 – 910 Telecom, Denver, CO. - Primary data center for Voice services
- SCB01 – Scottsbluff headend/hub – cCFS TDM Voice services, Legacy VoIP/TDM Voice Services
- SCB11 – Scottsbluff Lumen CO – TDM Voice Services
- LNK01 – Lincoln #1 hub – cCFS TDM Voice Services
- LNK04 – Lincoln #4 – cCFS TDM Voice Services
- LNK23 – State of NE data center – State of NE Voice services
- ALN11 – Alliance Lumen CO – TDM Voice Services

cCFS Voice Network

Voice Network Element	Server type	Hardware type	Risk Tier	redundancy	Site(s)	HA Arch	Notes
Allo-BLV-cCFS-MVS	Metaview MVS	VM	1	geo+site	BLV11	Act/Sby	12 CPU, 24GB mem, 300GB disk
Allo-BLV-AMGC	Metaswitch AMGC	VM	1	geo+site	BLV11	Act/Sby	12 CPU, 48GB mem, 200GB disk
Allo-BLV-CFS	Metaswitch CFS	VM	1	geo+site	BLV11	Act/Act	12 CPU, 48GB mem, 200GB disk
Allo-BLV-ISC2	Perimeta SBC	VM	1	geo+site	BLV11	Act/Act	8 CPU, 16GB mem, 40GB disk, PCI passthrough
SoN-BLV-ISC1	Perimeta SBC	Dell R640	1	geo+site	BLV11	Act/Act	Spare in Lincoln Office
Allo-BLV-MVD	Metaview Director	VM	1	geo+site	BLV11	Act/Sby	4 CPU, 8GB mem, 100GB disk
BLV11-FW06	Cisco Firewall	Cisco ASA	1	geo+site	BLV11	Act/Act	Spare in Lincoln office

SoN-OMA-FW	Cisco Firewall	Cisco ASA	1	geo+site	BLV11	Act/Act	Spare in Lincoln office
Allo-DEN-cCFS-MVS	Metaview MVS	VM	1	geo+site	DEN11	Act/Sby	12 CPU, 24GB mem, 300GB disk
Allo-DEN-AMGC	Metaswitch AMGC	VM	1	geo+site	DEN11	Act/Sby	12 CPU, 48GB mem, 200GB disk
Allo-DEN-CFS	Metaswitch CFS	VM	1	geo+site	DEN11	Act/Act	12 CPU, 48GB mem, 200GB disk
Allo-DEN-EAS	Metasphere EAS	VM	1	simplex	DEN11	None	12 CPU, 24GB mem, 1000GB disk
Allo-DEN-ISC3	Perimeta SBC	VM	1	geo+site	DEN11	Act/Act	8 CPU, 16GB mem, 40GB disk, PCI passthrough
Allo-DEN-MVD	Metaview Director	VM	1	geo+site	DEN11	Act/Sby	4 CPU, 8GB mem, 100GB disk
DEN11-FW01	Cisco Firewall	Cisco ASA	1	geo+site	DEN11	Act/Act	Voice-VRF Firewall Managed by Nelnet
SoN-LNK-ISC1	Perimeta SBC	Dell R640	1	geo+site	LNK23	Act/Act	Spare in Lincoln office
SoN-LNK-FW	Cisco Firewall	Cisco ASA	1	geo+site	LNK23	Act/Act	Spare in Lincoln office
Allo-BLV-MRS1	Metaswitch MRS	VM	2	geo+site	BLV11	Act/Act	8 CPU, 8GB mem, 100GB disk
Allo-BLV-MRS2	Metaswitch MRS	VM	2	geo+site	BLV11	Act/Act	8 CPU, 8GB mem, 100GB disk
Allo-BLV-MRS3	Metaswitch MRS	VM	2	geo+site	BLV11	Act/Act	8 CPU, 8GB mem, 100GB disk
Allo-BLV-RPAS1	Metaswitch RPAS	VM	2	geo+site	BLV11	Act/Act	4 CPU, 4GB mem, 100GB disk
Allo-BLV-RPAS2	Metaswitch RPAS	VM	2	geo+site	BLV11	Act/Act	4 CPU, 4GB mem, 100GB disk
Allo-BLV-ORK1	OrecX Voice Recorder	VM	2	geo+site	BLV11	Act/Act	4 CPU, 8 GB Mem, 250 GB Disk
Allo-BLV-cCFS-SAS	Metaswitch SAS	VM	2	geo+site	BLV11	Act/Sby	12 CPU, 24GB mem, 4TB disk
Allo-BLV-OBS1	Metaswitch OBS	VM	2	geo+site	BLV11	Act/Act	8 CPU, 16GB mem, 100GB disk
Allo-DEN-RPAS1	Metaswitch RPAS	VM	2	geo+site	DEN11	Act/Act	4 CPU, 4GB mem, 100GB disk
Allo-DEN-RPAS2	Metaswitch RPAS	VM	2	geo+site	DEN11	Act/Act	4 CPU, 4GB mem, 100GB disk
Allo-DEN-cCFS-SAS	Metaswitch SAS	VM	2	geo+site	DEN11	Act/Sby	12 CPU, 24GB mem, 4TB disk
Allo-DEN-OBS1	Metaswitch OBS	VM	2	geo+site	DEN11	Act/Act	8 CPU, 16GB mem, 100GB disk
Allo-DEN-OBS2	Metaswitch OBS	VM	2	geo+site	DEN11	Act/Act	8 CPU, 16GB mem, 100GB disk
Allo-LCN-UMG1	Metaswitch UMG	CH6010	2	geo+site	LNK01	Act/Sby	Spares via Metaswitch

ALN11-OPT01	ADTRAN Multiplexer	Opti	2	geo	ALN11	Act/Act	Spares via ADTRAN
Allo-SCB-UMG1	Metaswitch UMG	CH6010	2	geo+site	SCB01	Act/Sby	Spares via Metaswitch
SCB11-OPT01	ADTRAN Multiplexer	Opti	2	geo	SCB11	Act/Act	Spares via ADTRAN
Allo-BLV-OBS2	Metaswitch OBS	VM	3	geo+site	BLV11	Act/Act	8 CPU, 16GB mem, 100GB disk
Allo-BLV-DCM1	Metaswitch DCM	VM	3	geo+site	BLV11	Act/Act	1 CPU, 1 GB Mem, 10 GB Disk
Allo-BLV-DCM2	Metaswitch DCM	VM	3	geo+site	BLV11	Act/Act	1 CPU, 1 GB Mem, 10 GB Disk
Allo-DEN-MRS1	Metaswitch MRS	VM	3	geo+site	DEN11	Act/Act	8 CPU, 8GB mem, 100GB disk
Allo-DEN-MRS2	Metaswitch MRS	VM	3	geo+site	DEN11	Act/Act	8 CPU, 8GB mem, 100GB disk
Allo-DEN-MRS3	Metaswitch MRS	VM	3	geo+site	DEN11	Act/Act	8 CPU, 8GB mem, 100GB disk
Allo-DEN-DCM1	Metaswitch DCM	VM	3	geo+site	DEN11	Act/Act	1 CPU, 1 GB Mem, 10 GB Disk
Allo-DEN-DCM2	Metaswitch DCM	VM	3	geo+site	DEN11	Act/Act	1 CPU, 1 GB Mem, 10 GB Disk
Allo-DEN-N-Series	Metaswitch N-Series	VM	3	simplex	DEN11	None	4 CPU, 8GB mem, 300GB disk

Legacy Voice Network

Voice Network Element	Server type	Hardware type	Risk Tier	redundancy	Site(s)	HA Arch	Notes
Allo-BLV-MVS1	Metaview MVS	VM	1	site-redundancy	BLV11	Act/Sby	12 CPU, 24GB mem, 300GB disk
Allo-CA1	Metaswitch CFS	VM	1	site-redundancy	BLV11	Act/Sby	4 CPU, 8GB mem, 200GB disk
OMAHA-EAS	Metasphere EAS	VM	1	none	BLV11	Act/Act	4 CPU, 8GB mem, 300GB disk
Allo-Omaha-MVD-1	Metaview Director	VM	1	site-redundancy	BLV11	Act/Sby	4 CPU, 8GB mem, 100GB disk
ALNCNE-UMG	Metaswitch UMG	UMG2510	1	geo+site	SCB01	Act/Act	Spares via 3rd party vendor
SCB-ISC1	Perimeta SBC	CH6010	1	site-redundancy	SCB01	Act/Sby	Spares via Metaswitch
SCTSNE-UMG	Metaswitch UMG	UMG3510	1	geo+site	SCB11	Act/Act	Spares via 3rd party vendor
OMAHA-N-Series	Metaswitch N-Series	VM	2	none	BLV11	Act/Sby	4 CPU, 8GB mem, 300GB disk

BLV11-FW01	Cisco firewall	Cisco ASA	2	site-redundancy	BLV11	Act/Sby	Spare in Lincoln office
ALLO-BLV11-SAS	Metaswitch SAS	VM	2	none	BLV11	None	4 CPU, 8GB mem, 1000GB disk
Allo-DCM1	Metaswitch DCM	VM	3	site-redundancy	BLV11	Act/Sby	1 CPU, 1GB mem, 10GB disk
Allo-DCM2	Metaswitch DCM	VM	3	site-redundancy	BLV11	Act/Sby	1 CPU, 1GB mem, 10GB disk
Allo-DNV-MVS2	Metaview MVS	VM	3	site-redundancy	BLV11	Act/Sby	12 CPU, 24GB mem, 300GB disk

Appendix B: Individual Server Restoral Process (additional details needed)

This section provides instructions on restoring the software and configuration data on an individual Metaswitch network element that has suffered a system failure.

Metaswitch VM Instances

Ensure VM resources are available for VM Instance. If needed and as per the Data Center Disaster Recovery Plan, repair/install server and SAN hardware and establish VMware environment.

Restore VM with mirrored VM backup if available. If backup is not available VM will need to be recommissioned per the respective server Metaswitch Operations and Procedures manual. If this is the first server to be restored of a mated pair, the server will need to be commissioned and configuration restored from backup. If this is the second server to be restored of the mated pair, this server will be partnered with the running server.

Metaswitch Perimeta SBC Dell R640 server

Physically replace faulty Dell R640 server with spare Dell R640 server located in Lincoln. Refer to *Metaswitch Perimeta Configuration and Management Guide* for bootstrapping process.

If this is the first server to be restored of the mated pair, this server will need to be commissioned and configuration installed from backup. If this is the second server to be restored of the mated pair, this server will be partnered with the running server.

Metaswitch Perimeta SBC CH6010 server

Order replacement CH6010 parts from Metaswitch and physically replace faulty parts. Refer to *Metaswitch Perimeta Configuration and Management Guide* for bootstrapping process.

If this is the first server to be restored of the mated pair, this server will need to be commissioned and configuration installed from backup. If this is the second server to be restored of the mated pair, this server will be partnered with the running server.

Metaswitch Perimeta SBC CH6010 server

Order replacement CH6010 parts from Metaswitch and physically replace faulty parts. Refer to *Metaswitch Perimeta Configuration and Management Guide* for bootstrapping process.

If this is the first server to be restored of the mated pair, this server will need to be commissioned and configuration installed from backup. If this is the second server to be restored of the mated pair, this server will be partnered with the running server.

Appendix C: FCC/PUC/PSC Communications (additional details needed)

Customer operations is responsible for all customer, federal and state communications regarding network outages.

Additional details to follow.

Appendix D: Outstanding questions/action items

- Appendix B details – in progress
- Appendix C details – in progress
- AMGC requires manual switchover - in progress
- CFS subscriber Rehoming Allowed audit – in progress
- MVWeb user audit. Allo-BLV-MVS/Allo-DEN-MVS synchronization
- VPN access to Denver MVS during Voice-VRF BLV11-FW06 firewall outage
- MVWeb access via DNS-SRV instead of IP address
- EAS Auto-Attendant temporary warm backup solution
- Metaswitch EAS SSS geo-redundancy – Q3 2021 - requires Cisco UCS resources and Metaswitch bake-in scheduled for Q3
- N-Series Conferencing/MOH warm backup process
- Geo-redundant storage of backups

Data Center

ALLO Data Center Infrastructure Disaster Recovery Plan [DRAFT]

Overview & Scope

This DR plan focuses on restoring ALLO service provider data center infrastructure so that various SP applications/services can be restored. Each application will have its own specific DR plan.

The primary data center locations are as follows. Note that these facilities are both operated by third-party vendors, not the ALLO CI team:

- BLV11 – TierPoint data center, Bellevue, NE. Primary data center
- DEN11 – 910 Telecom, Denver, CO. Backup data center (not all services)

Tertiary facilities of interest supporting SP services (most are operated by ALLO):

- HST01 – Hastings hub (Speedtest server)
- SCB01 – Scottsbluff headend/hub (Speedtest server, NTP servers, Vaonet, Legacy DHCP)
- LNK04 – Lincoln #4 hub (NTP servers, voice UMG)
- SCB11(?) – Scottsbluff CO (legacy voice UMG); *note that this is a 3rd-party facility*
- LNK11 – NDC Lincoln facility (Speedtest server); *note that this is a 3rd-party facility*

Assumptions

- Equipment for recovery efforts such as laptops, KVMs, etc. will be available at work site(s).
- Supporting IT systems will be accessible to provide access to critical documentation, system credentials, license keys, and tools such as e-mail.
- Safety and security of associates takes priority over recovery activities.
- In an extensive disaster event staff & equipment resources may be insufficient, which in turn will prolong recovery activities.
- Depending on the severity of the incident, customers and other ALLO teams may be required to modify their operations to accommodate differences in applications/services until a full recovery has been completed. This may include manual processing for an extended period of time.

Sparing/Availability

Spares are not currently stocked for most components. Replacements provided by vendor support agreements. Also, SAN arrays and Metaswitch voice core are remotely monitored by their respective vendors.

Plan

Scenario 1 – Total Loss of Primary or Secondary Data Center

Disaster Assessment

- What is salvageable?
- What needs to be ordered for equipment?

Phase 0 – Execute or Confirm Application Failover

- What applications/services can run on the surving site?
- What applications require manual tasks to complete failover?

Phase 1 – Infrastructure Replacement (site vendor or CI Team)

- Establish physical security
- Power
- HVAC
- (access/facilities for staff doing the recovery?)

Phase 2 – Establish external connectivity

(ALLO Network Team, Nelnet & facility owner)

Phase 3 – Repair/install server & SAN hardware and establish VMware environment

(joint effort with vendors & Nelnet)

Phase 4 – Most Critical VMs

These VMs are needed to support most/all application or service restorals.

- Site-specific UCS Central VM (BLV11 only)
- Site-specific vCenter
- <site>-bkp01 – Backup storage (images, configuration files, etc.)
- <site>-ops01 – Local bastion host. May not need if surviving site bastion can be used.
- Nelnet CommVault (off-site backups, if available) located outside SP environment

Phase 5 – Recover specific applications

Will require prioritizing due to expected limited staff & network resources. See also Appendix A.

Scenario 2 – Server Loss

Similar to Scenario 1, except surving data center blades may be partially retasked to support most critical services.

Scenario 3 – Complete loss of one or more SAN volume(s)

This is similar to Scenario 1, but could include catatrophic conditions that place SAN in read-only mode, volume corruption due to software failure, or ransomware encryption attacks.

Identify whether hardware, software, or other problem. In some cases hardware replacement may not be necessary, and recovery can be facilitated via SAN snapshots or off-site backups.

Initial triage analysis MUST identify if incident indicates ransomware or other malware, as this may render any backups unusable.

Resources required (internal, 3rd party)

- Data Center vendor team(s)
- Nelnet UCS/SAN/VMware resources (Ben Fry team)

- Nelnet DC & CommVault team (Brian Galvin team)
- ALLO Core/Transport Network team
- ALLO Application-specific teams & app vendor support

Testing of plan

Test using tabletop exercises. Individual application plans tested separately.

Communication Plan

Internal Communications:

During a service impacting event we will follow the standard incident management protocol. *(Link to the current process here)*

Vendor Communications

Directly with facilities & equipment vendors as required.

FCC/PUC/PSC Communications

See Voice Services plan

External Communications

During a service impacting event we will follow the standard incident management protocol.

No information should be released to news outlets without prior approval of CorporateCommunications.

Appendix A: Application Restoral Strategy

This appendix is intended to provide an overview of currently apps/services, and considerations for prioritizing restoral with the available resources. It is expected that each application will capture vendor-specific requirements & other recovery details in its own DR plan.

Risk Tiers:

- Tier 1: Most critical risks based on customer/company impact, including those needed to restore other services.
- Tier 2: Critical services not listed in Tier 1
- Tier 3: Other production systems
- Tier 4: Dev/Lab

App Category	App or Service	Risk Tier	Description	Owner	Site(s)	HA Arch	Notes
UCS-SAN-VMware	vCenter	1	VMware management	Nelnet	BLV11 DEN11 ~~SCB01~~	Actv/Actv	For BLV/DEN: Can manage both sites from either vCenter in normal state, may be able to manage from surving vCenter. SCB01 node is ESXi-only, unmanaged
Backup	Backup VM	1	Storage VM for config & images	Sys Engr	BLV11	No	Data to restore other apps
Remote Access	Site bastion	1	General mgmt. jump host (SSH)	Sys Engr	BLV11 DEN11	Actv/Actv	Defer recovery if other site can be used
DDI	Recursive DNS (Mgmt Net)	1	Recursive DNS for internal & Management VRF	Sys Engr	BLV11 DEN11	Actv/Actv	Used by internal servers, not customer-facing
DDI	Recursive DNS (Public Net)	2	Customer-facing DNS, also used by many applications	Sys Engr	BLV11 DEN11	Actv/Actv	Not purely recursive (special rules for IPTV and Speedtest)
DDI	Authoritative DNS	2	Internal & external authoritative DNS zones (incl customers)	Sys Engr	BLV11 DEN11	Actv/Actv	Has both on-prem zones & AWS-hosted (Route53 service). Critical for Voice & IPTV services.
DDI	DHCP	2	Customer-facing DHCP (BLV,DEN)	Sys Engr	BLV11 DEN11	Actv/Actv*	Requires manual intervention if extended downtime (partner down state)

DDI	DHCP	2	Legacy DHCP (SCB)	Sys Engr	SCB01	None	Instance is not recoverable. Customers must be migrated to main DHCP and/or new VLANs
DDI	IPAM	2	DDI management & REST API	Sys Engr	BLV11 DEN11	Actv/Stby	Requires manual failover of DNS entry
Backup	Katello/Foreman	2	Platform for automating server (re)builds & patching	Sys Engr	BLV11	None	Cannot automate all types of server builds
NTP	NTP	2	NTP for Mangement VRF & DC	Engr	BLV11 DEN11 LNK04	Actv/Actv	
NTP	NTP	2	Customer-facing NTP, also used by some services	Engr	BLV11 DEN11	Actv/Actv	
Voice	Legacy Voice	2	Metaswitch (legacy virtual)	Voice Engr, Net Engr, Nelnet	BLV11 SCB01 SCB11	(limited)	Single site, some components within the BLV11 VMware environment provide HA
Voice	Voice (cCFS)	2	Clustered Metaswitch (Adtran OPTI, Orecx, Equinox, Cisco FW, Syniverse, Neustar, AWS/Mitel VKS, et al)	Voice Engr, Sys Engr, Net Engr, Nelnet	BLV11 DEN11 LNK04 SCB01	(partial)	Cannot support HA for all customers on all services at this time. Legacy voice migration & EAS-SSS projects will address the most critical gaps.
Monitoring	Splunk	3	Splunk	Sys Engr	BLV11	None	Critical for some monitoring
EMS-OSS	Calix CMS	3	CMS	Sys Engr	BLV11 DEN11	Actv/Stby	Requires manual data load & failover
EMS-OSS	Calix SMx	3	SMx	Sys Engr	BLV11	None	
EMS-OSS	Infinera NMS	3	TNMS	Sys Engr	BLV11	None	
EMS-OSS	Vaonet	3	Vaonet monitoring	Sys Engr	SCB01 (BLV11?)	None	Application backups only, VMware env may not be recoverable
EMS-OSS	Xymon	3	Xymon monitoring	Sys Engr	BLV11	None	
EMS-OSS	Cacti	3	Cacti (performance metrics)	Sys Engr	BLV11	None	
EMS-OSS	Agent Portal (and other apps?)	3	Agent Portal & Database node	SIG	BLV11	None	

Backup	TFTP	3	Config file storage	Sys Engr	BLV11	None	
Remote Access	RADIUS/TACACS	3	Device mgmt. access	Sys Engr	DEN11 (BLV11*)	Actv/Actv	Pending license for 2nd site
EMS-OSS	Ocular IP	3	Ocular IP	Sys Engr	DEN11	None	
EMS-OSS	Skylight	3	Accedian Skylight	Sys Engr	DEN11	None	
Monitoring	Fujitsu VPN	3	EMS event feed to Fujitsu	Sys Engr	BLV11 DEN11	Actv/Actv	
DDoS	Arbor	3	DDoS mitigation	Sys Engr	SCB01 (BLV11*)	None	Currently on h/w appliance in SCB01. *Will migrate to VM in DC in 2021
Security	Cisco FMC	3	Firewall policy	Sys Engr	BLV11	None	
Mail	SMTP Relay	3	Customer-facing relay	Sys Engr	BLV11 DEN11	Actv/Actv	Also critical for some monitoring/alerting
CGN	CGN Logging	3	CGN logs for legal compliance	Sys Engr	BLV11	None	Uses on-prem & AWS services
Speedtest	Speedtest	3	Ookla Speedtest servers	Sys Engr	SCB01 DEN11 LNK11 HST01	None	Servers do not provide failover
IPTV	IPTV	3	ALLO in-house Mediaroom infr.	Video/Sys	BLV11	None	Some components known to be EOL
Lab	Lab	4	Lab systems	Sys Engr	BLV11 DEN11	None	May need to leave offline to free resources

Production Network (Core)

ALLO Core Network Disaster Recovery Plan

Overview & Scope

This DR plan focuses on restoring ALLO service provider core network infrastructure, transport, and peering relationsips so that full network capacity and protection can be restored. Each backbone site will have its own specific DR plan.

The primary data center locations are as follows. Note that some of these facilities are operated by third-party vendors, as well as some operated by the ALLO CI team:

- OMA11 – 1623 Farnam Datacenter, Omaha, NE
- DEN11 – 910 Telecom, Denver, CO
- SCB01 – Scottsbluff Head End, Scottsbluff, NE
- LNK11 – Lincoln Datacenters, Lincoln, NE

Assumptions

- Equipment for recovery efforts such as laptops, KVMs, etc. will be available at work site(s).
- Supporting IT systems will be accessible to provide access to critical documentation, system credentials, license keys, and tools such as e-mail.
- Safety and security of associates takes priority over recovery activities.
- In an extensive disaster event staff & equipment resources may be insufficient, which in turn will prolong recovery activities.

Sparing/Availability

We shelf stock spares for each of these locations at or within 1 hour of the facility. We shelf spare all Allo owned hardware at a minimum of 3%. In the event of a critical disaster, there will not be sufficient spares to rebuild all equipment at impacted location. Additionally, we do not have spares for any vendor provided gear, such as Netflix Cache, Google Cache, or Facebook Cache.

Impact

Theoretically, the loss of any one of these facilities would not result in customers hard down, with the exception of Papillion, Scottsbluff/Gering, Ashland, or any customers physically terminating in the impacted COLO. However the loss of one of these facilities will greatly impact local/direct peering, cache capacity, as well as egress DIA.

Plan

Scenario 1 – Total Loss of backbone site (tornado, flood, fire)

Disaster Assessment

- What is salvageable?
- What equipment do we need to order to fully rebuild site?
- What transport/peering vendors do we need to coordinate restoration efforts with?
- What content providers to we need to contact for hardware replacement?

Phase 0 – Confirm network failover/stability

- Ensure all traffic has successfully failed to other transit links/peers/CDN's.
- Monitor capacity/utilization of peers and transit links, balance traffic as/if needed.
- Move individual customer circuits to alternate datacenter to restore services as applicable.

Phase 1 – Infrastructure Replacement (site vendor or CI Team)

- Establish physical security.
- Racks
- Power (UPS/Rectifier/PDU/Fuse Panels).
- HVAC
- Fiber restoration to our cage/rack by Allo OSP and/or datacenter staff from MMR.

Phase 2 – Repair/install new routing/switching hardware

- Using shelf spares, install minimal hardware in a modified configuration to restore backbone, peering, and market diversity.
    - Network Engineering will provide modified design based of hardware available, severity of damage, and lead times of hardware orders.
    - Likely have to pull hardware from multiple spare locations to complete this, putting them at risk of not having shelf spare in the event of hardware failure.
    - This would be a minimal, temporary configuration, enough to get core links/peering up to provide basic diversity to the network.
- Backups for all gear are stored on the Rancid or FTP server, based off backup type.

Phase 2 – Establish external connectivity

- Work with transport providers to restore all backbone circuits.
- Work with peers to bring core peering/DIA back online.
- Work with Allo OSP/transport providers to restore diversity to impacted markets.

Phase 4 – Final Restoration

- Remove temporary router/switch configuration and replace with new hardware in original state
- Install/turn up CDN appliances, working with content provider to commission.

Scenario 2 – Partial loss of site (Vandalism, Malicious act)

Same process as scenario 1, however instead of installing temporary solution, we would do our best to restore full redundancy to site as needed. For the interim, we may shift customers to diverse hardware to get them online while we are working on full restoration.

Scenario 3 – Single element loss (basic hardware failure)

We have shelf spares at 4 sparing depot locations across the network (Lincoln, North Platte, Scottsbluff, Denver) which are audited by dedicated staff monthly. NTAC monitors these audits, and ensures sparing inventory database (lives on Sharepoint) is accurate. These locations contain a minimum of 3% of deployed hardware for the markets they are responsible for available for dispatch to restore any single element failure. We maintain RTF support on all these spares, so backfill of used spare will be replaced in approximately a 3 week window.

Resources required (internal, 3rd party)

- Data Center vendor team(s)
- Allo HUB Techs
- Allo Network Engineering
- Allo Systems Engineering
- Allo Critical Infrastrure Team
- Transport carriers (various)
- Peers (various)
- CDN providers (various)
- NOTE – we maintain list of vendors and contacts on Sharepoint.

Testing of plan

Test using tabletop exercises. Individual application plans tested separately.

Communication Plan

Internal Communications:

During a service impacting event we will follow the standard incident management protocol. *(Link to the current process here)*

Vendor Communications

Directly with facilities & equipment vendors as required.

External Communications

During a service impacting event we will follow the standard incident management protocol.

No information should be released to news outlets without prior approval of Corporated Communications.

Production Network (Aggregation)

ALLO Aggregation Network Disaster Recovery Plan

Overview & Scope

This DR plan focuses on restoring ALLO service provider aggregation network infrastructure, as well as customer access hardware to fully restore customer services.

Assumptions

- Equipment for recovery efforts such as laptops, KVMs, etc. will be available at work site(s).
- Supporting IT systems will be accessible to provide access to critical documentation, system credentials, license keys, and tools such as e-mail.
- Safety and security of associates takes priority over recovery activities.
- In an extensive disaster event staff & equipment resources may be insufficient, which in turn will prolong recovery activities.

Sparing/Availability

We shelf stock spares for each of these locations at or within 4 hours of the facility. We shelf spare all Allo owned hardware at a minimum of 3%. In the event of a critical disaster, there will not be sufficient spares to rebuild all equipment at impacted location.

Plan

Scenario 1 – Total Loss of HUB site (tornado, flood, fire)

Disaster Assessment

- What is salvageable?
- What equipment do we need to order to fully rebuild site (routers, switches, optics, access gear, fiber jumpers, fuse panels, etc)?

Phase 1 – Infrastructure Replacement (Allo CI and Allo OSP Teams)

- Establish physical security.
- Racks
- Power (UPS/Rectifier/PDU/Fuse Panels).
- HVAC
- Fiber restoration by Allo OSP.

Phase 2 – Repair/install new routing/switching/access hardware

- Using shelf spares, install minimal hardware in a modified configuration to HUB connectivity (likely not diverse).
    - Network Engineering will provide modified design based of hardware available, severity of damage, and lead times of hardware orders.
    - Likely have to pull hardware from multiple spare locations to complete this, putting them at risk of not having shelf spare in the event of hardware failure.
    - This would be a minimal, temporary configuration, enough to get dedicated and key GPON customers back online.
- Backups for all gear are stored on the Rancid, CMS, or FTP server, based off backup type.

Phase 2 – Establish external connectivity

- Work with Allo OSP Team to restore all backbone fiber to HUB.
- Work with Allo OSP Team to restore distribution and feeder routes.

Phase 4 – Final Restoration

- Remove temporary router/switch configuration and replace with new hardware in original state
- Install/turn up CDN appliances, working with content provider to commission.

Scenario 2 – Partial loss of site (Vandalism, Malicious act)

Same process as scenario 1, however instead of installing temporary solution, we would do our best to restore full redundancy to site as needed. For the interim, we may shift customers to diverse hardware to get them online while we are working on full restoration.

Scenario 3 – Single element loss (basic hardware failure)

We have shelf spares at 4 sparing depot locations across the network (Lincoln, North Platte, Scottsbluff, Denver) which are audited by dedicated staff monthly. NTAC monitors these audits, and ensures sparing inventory database (lives on Sharepoint) is accurate. These locations contain a minimum of 3% of deployed hardware for the markets they are responsible for available for dispatch to restore any single element failure. We maintain RTF support on all these spares, so backfill of used spare will be replaced in approximately a 3 week window.

Resources required (internal, 3rd party)

- Allo HUB Techs
- Allo Network Engineering
- Allo Systems Engineering
- Allo Critical Infrastrure Team
- NOTE – we maintain list of vendors and contacts on Sharepoint.

Testing of plan

Test using tabletop exercises. Individual application plans tested separately.

Communication Plan

Internal Communications:

During a service impacting event we will follow the standard incident management protocol. *(Link to the current process here)*

Vendor Communications

Directly with facilities & equipment vendors as required.

External Communications

During a service impacting event we will follow the standard incident management protocol.

No information should be released to news outlets without prior approval of Corporated Communications

Solicitation for Citywide Fiber Optic Network Partnership

REQUEST FOR PROPOSAL

JANUARY 31, 2023

PREPARED FOR:

City of Joplin
Attn: Johan Bullington, CDBG Project Manager
602 S. Main Street
Joplin, MO 64801

Section 1 - Letter of Transmittal

January 31, 2023

Johan Bullington
CDBG Project Manager
City of Joplin
602 S. Main Street
Joplin, MO 648014

Johan,

Thank you for the opportunity to respond to the City of Joplin's Request for Proposal for a Citywide Fiber Optic Network Partnership. ALLO Communications ("ALLO") is interested in partnering with the City to meets its connectivity goals and further progress towards a Smarter Joplin by bringing fiber-optic broadband to every home and business in the community.

ALLO is a telecommunications company offering world-class Fiber-to-the-Premise networks for superior broadband, internet, television, and telephone to residents, businesses, and government entities. ALLO's fiber networks expand business opportunities, create jobs, and improve the quality of life for our customers.

ALLO's growth and success over the past two decades is evidence of our technical capabilities, experienced personnel, superior products, and unmatched reputation for customer service. Our modern network, expert team of engineers, operators, and technical specialists combine with the immense capacity of ALLO's fiber network to provide unparalleled service to our partner communities.

ALLO has recently won numerous national and local awards for our service. It is our goal to change the standards for the industry and help move communities forward by bringing the benefits of a fiber optic network.

With a deep fiber experience serving cities totaling 1 million in population, ALLO has the experience, expertise, and current solutions to partner with the City of Joplin to deploy a successful network.

Sincerely,



Bradley A. Moline
President, ALLO Communications
330 South 21st Street| Lincoln, NE 68510
brad.moline@allofiber.com | 308.633.7802

Section 2 - Executive Summary

ALLO Communications is interested in partnering with the City of Joplin to bring fiber-optic broadband to the community. The project will establish and accelerate the enhancement of broadband infrastructure in the area by providing reliable high-speed broadband service through an all Fiber-to-the-Premise (FTTP) network.

The business approach ALLO intends to use for the Joplin project will mirror the approach used in our other markets. In many of ALLO's markets, the business model includes all stages of the project, from design through construction to sales, installation, and ongoing support. ALLO's process often reduces the overall cost of construction by more than 30%.

ALLO will work with Joplin to ensure the viability of the project. An agreement will be structured based on this determination, including clear roles, responsibilities, and financial commitments.

ALLO Preferred Option – A Full-Service Solution

Design & Feasibility – ALLO will design the network using our playbook, auto-design programs, and available GIS information for the community and existing utilities to provide an optimized plan for ubiquitous fiber coverage in Joplin with a specific focus on utilizing the City's current infrastructure.

An integral part of this process includes collaboration with Joplin to gain local knowledge and expertise, including detailed knowledge of city-owned assets, construction requirements, upcoming capital projects, and permitting processes.

The City's willingness to offer a streamlined permitting process and ROW options will be very helpful in the process.

The network construction cost will continue to be refined with a reasonable, safe build interval. Once the project and financial arrangement are approved by all parties, ALLO's proven construction management processes will be utilized in order to minimize construction and operational risk as well as reduce overall costs.

The current GIS design will be finalized with inputs from local utility experts and the ALLO construction team, resulting in a final comprehensive design for the defined area.

Construction Process – The construction process will be managed by ALLO with ALLO construction personnel supported by a third-party construction contractor. The construction vendor selection process will focus on contractors and managers that are familiar with the region and ALLO's construction and safety expectations. ALLO will provide oversight of these contractors to ensure the network is built to the designed specifications.

Quality will be checked by the City, ALLO, and others to verify appropriate construction standards, meet budget expectations, and ensure completion timeliness. The construction of a highly dependable network in a cost and time-efficient manner is the goal for all involved. Safety is a focus throughout the project.

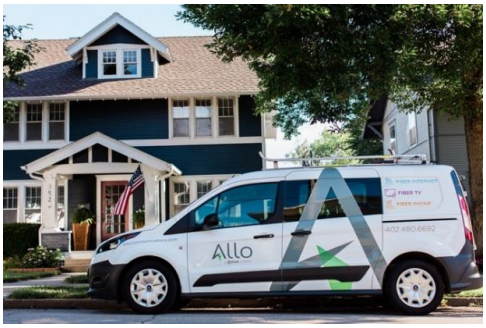
Connection to ALLO's Service Platform and Network Operations Center – Concurrent with the construction effort, redundant connections to ALLO's service platform and Network Operations Center (NOC) will be completed. The connections will enable ALLO's NOC and service platform for the City.

Service Launch – Approximately six months after the start of construction, customers located in the initial service areas will be connected to the network. ALLO will provide a full suite of products and services using our existing service model.

Customer Connections – Connections from the easement to the home or building will be powered using a common GPON solution. A homogenous network ensures a cost-efficient design with network dependability and security. ALLO utilizes a Calix GPON solution from the central office to the Wi-Fi6 router.

Connectivity for large businesses and large governmental entities will be provided with individualized solutions (such as Calix, Adtran, and Cisco), including active Ethernet connections and fully redundant paths and entrances, when required. The standard network design will accommodate both GPON and active solutions.

Installation - Operating inside of a customer's home or business is a unique challenge. ALLO has proven business processes and cultural norms that ensure a positive experience for the community.



ALLO will be responsible for the installation of equipment and services to the customer premises.

ALLO installs a full suite of residential, business, and governmental products including internet, broadband transport, video, voice services, and voice equipment over fiber transport. Our systems are proven, cost-efficient, and drive high customer satisfaction results.

Customer Service – With more than 1,300 existing customer support personnel, ALLO's solution provides customer service excellence and is extremely scalable. Technicians, customer service representatives, sales engineers, and sales personnel hired and located in the area will be supported by ALLO's 24/7/365 NOC and existing customer service representatives to ensure the network is performing for all customers.

ALLO's Operations Support Systems and Billing Support Systems, along with other technical and analytical tools, work together to provide the efficient operation of the world-class network.

Summary

ALLO's proven business model and experience provide the lowest risk and greatest benefit to Joplin and the community. The solution involves minimal technical, operational, and execution risk, and is proven through successful implementations and operations in ALLO's existing communities.

ALLO requires that design, network technology, construction oversight, and network operations be led by our experienced, professional team. A consistent operational model will result in ALLO's award-winning service, consistency, and excellence for the City of Joplin.

Section 3 – General Proposal Requirements

The City is seeking innovative partners to deploy a citywide fiber network and requires Respondents to provide the following information:

3.1 Company Profile

3.1.1 Provide a brief executive summary of Respondents proposal.

Please refer to the Executive Summary section at the beginning of the response.

3.1.2 Provide the name(s), address, email address, and telephone numbers (office and cell) for the person(s) at Respondent that can answer questions regarding responses to RFP and will be involved in potential interviews/negotiations.

Jody Hoops
New Markets Administrator
330 South 21st Street
Lincoln, NE 68510
Email: jody.hoops@allofiber.com
Phone: 402.770.5280

Brad Moline
President
330 South 21st Street
Lincoln, NE 68510
Email: brad.moline@allofiber.com
Phone: 308.633.7802

3.1.3 Provide detailed information about the business structure of the Respondent. If the RFP response involves a partnership between multiple parties, provide the information for each partner, including:

3.1.3.1 Which entity will serve as Prime? The Prime will need to provide the following information and only list the subordinate partners.

ALLO Communications will serve as Prime on this project.

3.1.3.2 The legal name of the respondent as is specified in its charter or other organizing/creation document, as well as the state in which the respondent business is organized (including DUNS number).

ALLO Communications LLC (DUNS: 14-452-5420) is a certificated telecommunications provider organized in the State of Nebraska.

3.1.3.3 Detailed organizational structure of Respondent (e.g., executive, project management, construction, subcontractors). How many people do you employ? How many of these employees work in areas related to telecom or broadband?

ALLO employs more than 1,300 associates located throughout our corporate offices in Lincoln and Imperial Nebraska; as well as business locations in our communities in Missouri, Nebraska, Colorado, and Arizona. As ALLO is a telecommunications company, all employees work in areas related to telecom/broadband.

See **Appendix A** for a high-level ALLO Organizational Chart.

The ALLO organizational structure is organized by function. As an example, residential technicians, drop technicians, residential customer experience, digital marketing, inbound sales, front office, and door-to-door representatives roll up to the residential function.

A general breakdown follows:

Department	Employees
Construction/OSP	306
Technicians	290
Customer Service Representatives	228
Sales/Marketing	123
Drop Crew	102
Administration	64
Inventory	50
Design	45
Network Team	44
Avid	38
Human Resources and IT	31
TOTAL	**1,321**

Leadership Team

ALLO's corporate leadership team follows. These individuals provide focus across all functions and lead more than 1,300 ALLO associates.

Brad Moline serves as President and Chief Executive Officer. Under his management, ALLO has successfully provided (or is in the process of providing) FTTP services to 38 communities throughout Nebraska, Colorado, and Arizona.

Allison O'Neil serves as Chief Experience Officer for ALLO and has been with the company for more than 18 years. Allison manages every aspect of the customer experience, ensuring we are meeting the expectations of both residential and business customers.

Nate Buhrman serves as Chief Financial Officer. Nate oversees finance and accounting functions for the company including internal controls and financial planning and analysis.

Don Schoening serves as Chief Field Services Officer for ALLO and has more than 30 years of experience. Don manages the outside and inside installation technicians and leads ALLO's safety and COVID-19 response teams.

Todd Heyne serves as Chief Construction Officer and is responsible for evaluating and optimizing fiber optic outside plant construction. Todd's experience managing ALLO's 300+ person construction team and 600+ person contractor crew provides valuable insight for the evaluation of designs for constructability and cost efficiency.

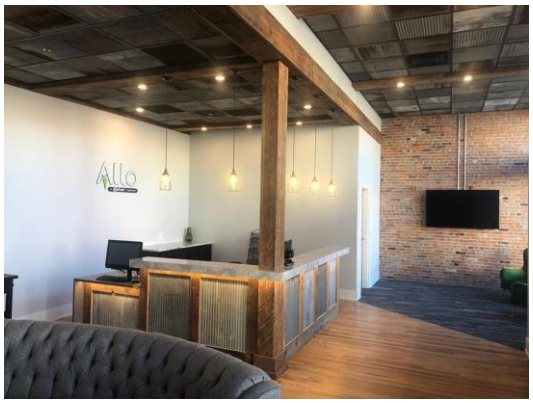
Al Schroeder serves as the Director of Outside Plant Engineering. Al has decades of experience working in and leading teams performing outside plant design and

construction. Al is a registered professional civil engineer and is an expert in aerial, buried, and underground Fiber-to-the-Home designs.

Al oversees the design, permitting, and as-built records for our projects. His team completed and delivered the designs for our Lincoln community, allowing the project to complete two years ahead of schedule while staying on budget.

Wade Hartel is the head of ALLO's Project Management Office (PMO), which oversees all new market launch projects for the company. Prior to forming the PMO, Wade served as a Construction Manager for ALLO, leading a team of 40+ associates.

3.1.3.4 Discussion of future local presence in City of Joplin.



One of ALLO's four core values is to be "local". To support this core value, we will open an office in Joplin, as we have done in our other communities. ALLO's decentralized model focuses on local support. The organizational structure that is specific to Joplin will be developed to have the appropriate number of personnel and management for the project.

ALLO will employ local teammates in the Joplin region in the areas of customer service, fiber splicing, technicians, sales, and related management. We expect to employ approximately 45 people on a permanent basis. During construction, the employment levels will be higher especially when accounting for the construction contractors.

Our local sales and marketing model includes sales offices, salespeople, and community involvement. We find it valuable to operate local and approachable sales offices where customers can test-drive services, ask questions, or have experts design tailored solutions to meet unique needs.

ALLO maintains employment levels in our communities to provide a strong local experience. Sales and marketing become more important as the operation matures. The best way to compete long-term and to keep and grow our customer base is through local sales and service backed by industry-leading customer service, as proven in the markets that ALLO serves today.

3.1.3.5 The names and mailing addresses of any parent or subsidiary of the respondent (namely, any other business entity owning or controlling the Respondent, in whole or in part) and a statement describing the nature of any such parent or subsidiary business entity.

ALLO's ownership includes SDC Capital and Nelnet (NYSE: NNI). The collaboration provides ALLO with access to additional capital from SDC and Nelnet to continue expanding its all-fiber-optic network and superior service offerings.

SDC Capital
810 Broadway, 10th Floor
New York, NE 10003

Nelnet
121 S. 13th Street, Suite 100
Lincoln, NE 68505

3.1.3.6 Please describe any partnership arrangements or other significant business arrangements that are integral to the proposed solution. If proposal includes group of ISPs and/or companies, please explain partnership structure.

Please see the response for Question 3.1.3.5.

3.2 Company Experience

3.2.1 Provide a brief company history, particularly as related to telecom and broadband.

3.2.2 Provide any statistics related to Respondents current broadband-business that would be relevant and of interest to the City. This might include such things as the number of retail customers currently served or the number of miles of fiber owned.

The below response answers Questions 3.2.1 and 3.2.2.

ALLO Communications is a telecommunications company offering internet, broadband, telephone, and television to residents and businesses through fiber-based networks.



ALLO has designed, constructed, maintained, and provided services for ubiquitous FTTP networks since 2004 and continues to operate in markets totaling approximately 1 million in population. Cities with populations of 1,400 to 290,000 are included in this total, representing the depth of our model.

We began expanding our network throughout Nebraska, Colorado, and Arizona with a passion for providing greater access and a goal to close the digital divide. We are making a substantial economic impact in our communities with our fiber network, helping to meet the technology needs of businesses and residents.

ALLO has more than 130,000 lines of service all through FTTP. ALLO's offerings provide service to government entities, businesses, schools, and residents creating gigabit societies. ALLO has invested more than $400 million in FTTP assets in 38 communities and generates more than $100 million in annual revenue.

Our growth and success are reinforced by a stellar reputation for customer service, technical capabilities, experienced personnel, and superior products. We provide customers with the most modern network while employing a team of engineers, operators, and technical experts who are constantly working with customers to develop creative ways to utilize the immense capacity on ALLO's fiber network and better serve our customers.

3.2.3 Provide the same statistics as item 3.2.2 for operations currently in Missouri.

ALLO recently purchased Avid Communications based in Kansas City, Missouri. Avid provides advanced business services to customers in Kansas City, Des Moines, and soon ALLO's Nebraska, Colorado, and Arizona markets. Avid, a subsidiary of ALLO, has 30 employees located in the Kansas City metro area.

ALLO is willing to develop an operation in Joplin, as we have done in our other markets. As an example, we recently entered Arizona and are in the process of building several communities.

ALLO is currently in the process of filing an application with the Missouri Public Service Commission for authority to operate as a CLEC in Missouri.

3.2.4 List all the states where Respondent has retail broadband customers and/or open-access customers.

3.2.5 Description of existing customers and any relevant past performance. If the RFP response involves a partnership between multiple parties, please provide this information for each partner.

The below response addresses Questions 3.2.4 and 3.2.5.

ALLO provides (or is in the process of providing) ubiquitous gigabit services in the following communities:

City/State	Date	Population[1]
Lincoln, NE	2015	292,657
Yuma County, AZ	2022	206,990
Greeley, CO	2021	109,323
Bellevue, NE	2022	63,737
Lake Havasu City, AZ	2021	58,284
Grand Island, NE	2021	52,335
Kingman / New Kingman-Butler, AZ	2022	46,729
Brighton, CO	2022	40,693
San Luis, AZ	2022	37,333
Kearney, NE	2021	33,959
Erie, CO	2022	31,686
Fremont, NE	2021	27,373
Hastings, NE	2018	25,037
Norfolk, NE	2020	24,967
Columbus, NE	2021	24,123
Papillion, NE	2022	24,105
North Platte, NE	2011	22,978
La Vista, NE	2022	16,648

[1] Population totals via 2021 U.S. Census Bureau

City/State	Date	Population[1]
Scottsbluff, NE	2005	14,282
Fort Morgan, CO	2018	11,439
York, NE	2022	8,133
Seward, NE	2022	7,693
Gering, NE	2006	8,435
Alliance, NE	2007	7,971
Sidney, NE	2022	6,439
Wayne, NE	2021	5,990
Eaton, CO	2022	5,868
Breckenridge, CO	2019	5,024
Gretna, NE	2022	5,088
Ogallala, NE	2010	4,878
Waverly, NE	2022	4,279
Ashland, NE	2022	3,086
Hudson, CO	2021	1,651
Valentine, NE	2021	2,633
Milford, NE	2022	2,155
Imperial, NE	2019	2,068
Bridgeport, NE	2010	1,454

In each community and region, ALLO designs and builds a competitive network becoming the preferred solution for residents, businesses, and governments, while typically maintaining ownership and always operating the network.

Gigabit service is available to homes and small businesses in all markets, and large and governmental entities are provided with solutions to meet their needs (100 Gbps+ capability). ALLO is deploying NGPON2 (next-generation PON) architecture capable of providing 10 Gbps service in ALLO's existing and future markets.

Additional customer information is provided earlier in this section.

Summaries for two of ALLO's most successful projects in Lincoln, NE and Fort Morgan, CO are provided below.

Lincoln, Nebraska

In November 2015, the City of Lincoln announced its partnership with ALLO to build a 100 percent fiber optics-based infrastructure. With a population of almost 290,000, Lincoln is ALLO's largest project to date, and is one of the most significant fiber builds in the United States.



The Lincoln fiber network is an all-underground ubiquitous build. ALLO is utilizing the City's 300+ miles of conduit in major arterials and is leasing them from the city, providing a cost-effective solution to customers. Without the use of the conduits, the project would not be financially possible. By working together to meet the unique needs of the city, the project was substantially completed in less than three years.

The city was constructed with ubiquitous passings between May 2016 and April 2019. Today, Lincoln has more than 70,000 customer units on fiber serving households, businesses, and governmental entities.

Ongoing operations are ALLO's strength as Lincoln has recently been ranked as the 3rd fastest upload speeds and 10th fastest download speeds of the largest 100 cities in the nation (speedtest.net).

ALLO's customer service record and sales rates have been outstanding in Lincoln, exceeding our expectations.

Fort Morgan, Colorado



In late 2017, ALLO announced a public-private partnership with the City of Fort Morgan and began building the city's ubiquitous fiber network in April 2018. The electric utility (Fort Morgan Utilities) constructed its fiber network based on ALLO's design, engineering, construction process, and quality assurance.

Fort Morgan funded and managed the construction of the network. ALLO is leasing the network from Fort Morgan and assisted with the design and contractor selection, managed the completion of the network with fiber drops to homes and businesses, and provided installation services. ALLO is operating Fort Morgan similar to our wholly owned communities and is responsible for marketing and customer service.

The Fort Morgan buildout was completed in eight months.

3.2.6 Detailed description of Respondent's safety culture and safety record. If the RFP response involves a partnership between multiple parties, please provide this information for each partner.

ALLO promotes an Exceptional and Hassle-Free outcome-oriented safety culture. ALLO maintains quality control audits ensuring organization compliance with OSHA, Department of Transportation, and other local, state, and federal safety requirements.

To ensure compliance with all OSHA requirements ALLO has a dedicated Safety Manager as well as local safety team members on job sites to oversee safe working conditions. The safety team delivers preemptive and prescriptive training at a corporate and local level on a weekly basis. All specialized workers are properly credentialed including lift training, ladder certification, compliance with DOT requirements, forklift certification, and underground locator certification.

Our safety culture also includes a Safe Driver Program and investigation of near miss and reportable accidents, injuries, and job damages.

ALLO has no recorded OSHA or other workplace safety violations over the past three (3) years.

3.2.7 Provide three (3) references (at a minimum) including entity, name of POC, phone number, email address, and location. If the RFP response involves a partnership between multiple parties, provide this information for the leading partner.

ALLO certifies that it is empowered to use the names of the references provided and agrees that the City of Joplin may contact these references.

Municipality	City of Lincoln
Contact Information	Abigal Eccher, Chief Information Officer 949 W. Bond St., Ste. 100B Lincoln, NE 68521 aeccher@lincoln.ne.gov | 531-530-9364
Project/Services	Voice, internet, television, and metroEthernet services
Length of Project	2015 – Present

Municipality	City of Fort Morgan
Contact Information	Brent Nation, City Manager 110 Main Street Fort Morgan, CO 80701 brent.nation@cityoffortmorgan.com | 970-542-3973
Project/Services	Voice, internet, television, and metroEthernet services
Length of Project	2018 – Present

Municipality	City of Fremont
Contact Information	Joey Spellerberg, Mayor 400 E. Military Ave. Fremont, NE 68025 Joey.Spellerberg@fremontne.gov| 402-919-1805
Project/Services	Voice, internet, television, and metroEthernet services
Length of Project	2021 – Present

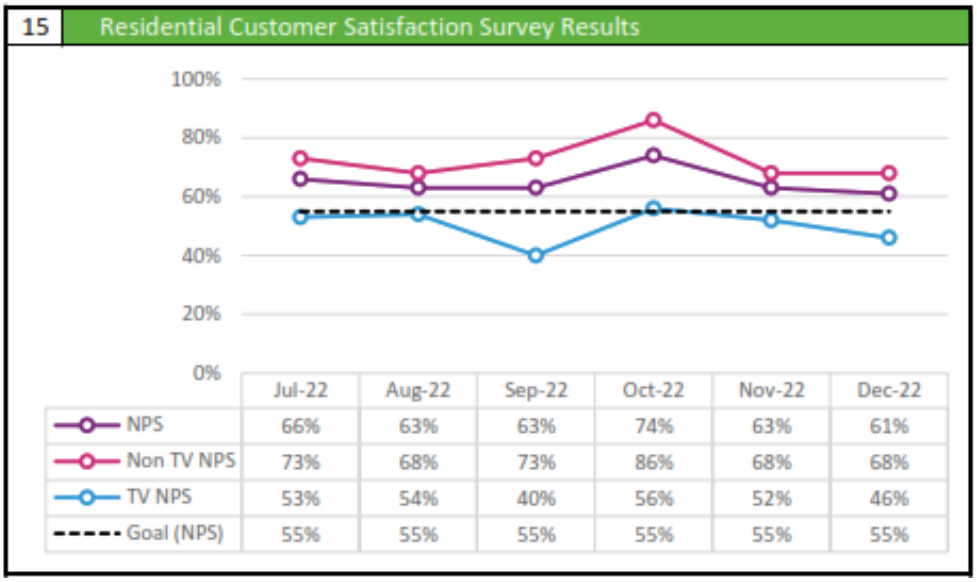
3.3 Project Execution

3.3.1 Provide customer service ratings and description of how Respondent will provide customer service as part of future partnerships.

The success of a support and customer service organization can be objectively viewed by churn statistics and Net Promoter Score (NPS). With our telecom background, service levels are generally far superior to other providers due to our culture, training, systems, redundancy, experience, and scale.

Annual competitor churn is traditionally less than 5.0% residential and 2.0% business. Churn refers to the loss of an ALLO customer to one of our competitors. In addition,

ALLO's NPS score is consistently over 60. In recent months, ALLO's **NPS score has been between 61 and 74** - almost unheard of in the telecom industry.



	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22
NPS	66%	63%	63%	74%	63%	61%
Non TV NPS	73%	68%	73%	86%	68%	68%
TV NPS	53%	54%	40%	56%	52%	46%
Goal (NPS)	55%	55%	55%	55%	55%	55%

Figure 1 – ALLO's outstanding NPS Score is a benchmark in the telecommunications industry.

ALLO's low churn rate and high NPS score reflects all aspects of our company, including product and customer service, as our customers choose ALLO over our competitors. These industry-leading metrics are ALLO's most valued Key Performance Indicators and illustrate our ability to provide exceptional customer experiences and the loyalty of our customer base.

Customer satisfaction surveys are conducted via an online form. The NPS is calculated after several touch points, as shown below. The surveys include customer metrics with ratings scales and comments areas to allow the customer to elaborate on any areas of concern.

ALLO documents and conducts reviews of the customer metrics and comments, including complaints, to ensure that issues are handled in a timely manner. The results help us determine areas that need improvement; service levels are adjusted accordingly to meet service commitments and maintain quality of service.

Survey	Trigger	Frequency
Installation Survey	48 hours from install	Daily
First Bill Survey	5 days after first bill	Twice Monthly
Tech Support Survey	7 days post resolution date	Daily
Customer Satisfaction Survey	One year service anniversary; Annually thereafter	Monthly

Online links to the surveys follow:

Installation Survey:

https://www.surveymonkey.com/r/Preview/?sm=qBDb5dSqJo6lDlER_2FpGe20x3kYoDJBkIQWpQVVL0nml0eUMstNC0MShfmAwHoJzu

First Bill Survey:

https://www.surveymonkey.com/r/Preview/?sm=MT3ETN3P2Q0TcgiHr5DKxi7tcHXDAWgVnOp2lpBfwpYlzUZSoPJO93lljdZNK9Ze

Tech Support Survey:

https://www.surveymonkey.com/r/Preview/?sm=FApZkeF6tVFCYxThS7xp1ViZGFwhaah0PRKEIM80Ts5DZc4omNOmvFn9BTnk0NTR

Customer Satisfaction Survey:

https://www.surveymonkey.com/r/Preview/?sm=WGUIY6HH_2F0IqnUpBSzqsd_2BWVHLhtoTR20f17o5r5F0YopGL5Sq4eEkdj75hR5W7O

Customer Service/NOC

ALLO's customer service and support are the cornerstones of the customer experience. Proven processes and service expectations have resulted in our high customer acquisition and retention record.

ALLO will utilize our proven products and service model to support customers. With an experienced team of 1,300+ customer support personnel, ALLO's solution provides customer service excellence and is extremely scalable. Technicians, customer service representatives, sales engineers, and sales personnel hired and located in the area will be supported by ALLO's 24/7/365 NOC and existing customer service representatives to ensure the network is performing for all customers.

Customers can contact customer service via phone, email, text, social media, or our app and communicate with live representatives. We pride ourselves on our consistent customer service process which includes very short wait times, minimal transfers, and a goal of issue resolution on the first call.

ALLO's scalable Operations Support Systems and Billing Support Systems, along with other technical and analytical tools, work together to provide the efficient operation of the world-class network.

3.3.2 Provide detailed description of future pricing and guarantees (all rates and products) to City customers (e.g., business, residential, and City government).

ALLO provides customers with a fair and honest price for world-class services. Over the last 20 years, the product value and cost structure has increased as with most industries.

We understand that price is an important consideration. It is ALLO's mission to keep costs as low as possible while delivering world class services. Our internet and telephone pricing is fair and consistent as compared to other providers.

For television services, local and national programmers control pricing. ALLO utilizes cooperative purchasing to minimize rate increases. Historically, local networks and

sports programming have the most significant price increases. ALLO's goal is to break even on television services in order to supply a necessary, but expensive service.

ALLO provides industry-leading service and support as is evidenced by our consistently high NPS, discussed in the prior response. Our fiber optic network, crystal clear telephone service, Wi-Fi 6 certified blast router, and free ALLOIQ Wi-Fi app continue to provide our customers with consistently exceptional experience. For example, in 2022 ALLO added ProtectIQ to all internet customer's ALLOIQ apps for free, adding additional security and peace of mind.

ALLO ensures that business, governmental and consumer pricing across Nebraska is competitive.

Products/Services

ALLO's FTTP network will provide key services to Joplin including world-class internet, fiber broadband connectivity, video/television, and voice services. The solutions offer a customer experience superior in capabilities and price.

ALLO specifically provides ubiquitous 1+ Gbps service with symmetrical speeds (delivering the same download and upload speeds) to entities including residences, businesses, and government entities. The standard residential offerings are symmetrical speeds at 500Mbps, 1G, and 2.3G.

We do not utilize data caps. Unfettered access is a key component of ALLO's FTTP networks. The ability to provide broadband and internet without data caps or other limits is essential to quality service.

Our service platform also includes a private (not internet-based) local telephone solution, and a world-class IPTV video solution. We offer several bundling options for combining services, which provides cost savings to customers.

A summary of all services is shown below.

Residential Services:	
Internet	ALLO's standard symmetric internet speed is 500 Mbps. We also offer internet bandwidth options of 1 Gbps, and 2.5 Gbps.
Television	Mediaroom with 200+ channels. Features such as Start-Over TV, Instant Channel Change, Whole Home HD, Whole Home DVR, Video on Demand, Watch TV Everywhere, wireless set-top boxes, and more are available. Channel packages include: • Local (20+ channels) • Basic (100+ channels) • Expanded (200+ channels) • The Works • Premium Channels (HBO/Cinemax, Showtime, Starz, etc.)

	ALLO also offers Sling TV as a wholesale over-the-top offering.
Voice	Network-based solution with full features and unlimited long distance. Features include: Caller ID, call waiting, 3-way calling, voicemail, call forwarding, speed calling, anonymous call rejection, collect/third-party blocking, robocall blocking, hunting, simultaneous ring, last call return, do not disturb, busy call forward, and more.
Business Services:	
Internet	Symmetric speeds of 500 Mbps to 10 Gbps.
Broadband	Symmetric speeds of 10 Mbps to 100 Gbps metroEthernet and MPLS. Connection to Microsoft Azure, AWS, and other content providers (Individual case basis).
Television	Ericsson Mediaroom with 200+ channels. Services include features such as Start-Over TV, Instant Channel Change, Whole Home HD, Video on Demand, Watch TV Everywhere, wireless set-top boxes, and more. Channel packages include: • Economy (20+ channels) • Basic (100+ channels) • Expanded (200+ channels)
Voice Services	POTs, PRI, SIP, and full features
Voice Equipment	HostedPBX with Mitel, Polycomm, and others. ($20-$40/station/month, ICB)

ALLO does not typically require business or residential contracts for services. We provide straightforward and fair pricing and before/after-tax pricing, so customers know the exact cost of ALLO's services.

Additionally, unlike many of our competitors, long-term customers pay the same rates as new customers. We don't use teaser rates that are low in the first year and then escalate in subsequent years.

See ALLO's website for sample residential pricing and packages in other ALLO markets, channel guides, and additional information on our business services, including customer testimonials.

3.3.3 Provide the anticipated timeline of execution and connecting the City of Joplin.

An implementation schedule at this stage is theoretical at best. Many decisions will impact the plan outside of ALLO's control including City funding, grant funding, RFP vendor selection process and timing, contract finalization, permitting, pole approval, easement issues and verification, City right-of-way agreements, building rights of entry, and final project scope, to list a few underpinnings.

Tasks within ALLO's direct control including safety, design, construction, material acquisition, splicing, restoration, and other processes will be developed within our Project Management Office.

ALLO has a defined implementation process that has been refined through more than 20 years of experience providing services in markets both larger and smaller than Joplin. Our current networks have a total population of approximately 1 million.

For a market of Joplin's size, the network is expected to be constructed over a period of 24 months and will pass substantially all homes and businesses within Joplin city limits. Design, authorities, and material purchases will occur in the first 4 months before beginning construction. The first service areas will be active approximately 6 months after the onset of construction.

ALLO's defined and predictable process relies on collaboration and cooperation with the City and electric utility for effective construction processes for the launch of the service areas. Joplin will control the speed of the project.

From a planning viewpoint, the design and construction stages are the most complicated part of the deployment. Construction communication will begin approximately 60 days before a serving area has started construction. Direct mail, door hangers, websites, yard signs, and other communication will inform the public about construction in the area.

While ALLO will start and finish in certain areas, the order is not defined by take rate or opportunity, but rather by construction efficiency. It is vitally important that the construction process occurs in a safe, but expeditious, manner. Planning to pass all entities as quickly as possible has a direct impact on the ultimate adoption by the community.

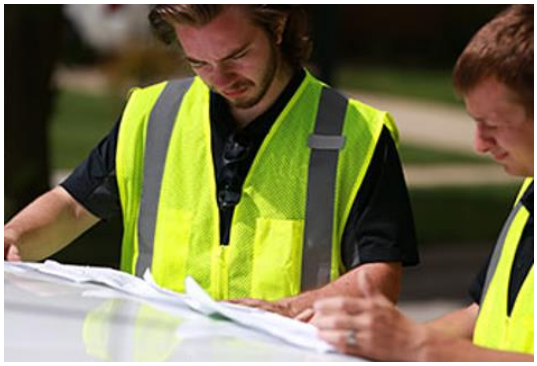
In ALLO's previous communities, ease of design and construction dictate which areas are constructed first, with more complicated areas completed later. The latter often take much longer to design and evaluate cost-efficient construction solutions.

A mix of aerial and underground will reduce the cost of construction of the City. With an all-underground construction, the City (or other government grants) may have to subsidize the cost of the project.

Timeline

Following is a sample project timeline with key milestones. Dates are subject to change based on contract award and other issues listed above.

Event	Date
Logistical Pre-Planning	Upon Award/ Q2 2023
State and Local Agreements Executed	TBD
Preliminary Design	Q3 2023
Permitting Approved	Q1 2024
Communication of Construction	Q1 2024
Materials On-Site	Q1 2024
Construction Starts	Q1 2024
Pre-Sale Marketing Ramp-Up	Q2 2024
Customer Operations Ready for Launch	Q2 2024
Fiber Huts Commissioned	Q3 2024
Retail Sales Begin	Q2 2024
Initial Customer Drops Complete	Q3 2024
Network Testing	Q3 2024
Go Live to First Customers	Q3 2024
Fully Constructed	Q1 2026
Project Close Out	Q1 2026



Design/Construction - ALLO will design our network using our playbook, auto-design programs, and available GIS information for the community and existing utilities to provide an optimized plan for the City including aerial, trench, bore, and other construction methods. A combination of construction methods and available routes will be considered in developing an optimum design.

ALLO utilizes a wide variety of construction techniques that have proven successful in other communities. Typically, ALLO will use directional boring, trenching, plowing, or aerial placement construction methods to serve existing neighborhoods to match and maintain the current character of the neighborhood.

We attempt to utilize existing infrastructure as much as possible in our design process, both for established homes and neighborhoods and neighborhoods that are in the process of being built.

ALLO partners with the local power company, local municipalities, and other utility providers whenever possible to utilize joint trenching and placement in new neighborhoods being developed to minimize ROW and utility easement impact.

The primary strategy is to work with local municipal experts to determine the safest, lowest impact locations for conduit in the ROW's. Utilizing proper planning and

experienced boring contractors, combined with proper ALLO design and oversite, provides the best solution for all.

Installation/Customer Connections – ALLO will be responsible for the installation of equipment and services to the customer premises. ALLO prefers to utilize company employees when entering a home or business. The installation crews will include technicians that will transfer from ALLO's other markets. ALLO's proven processes and procedures ensure a quality experience for the customers.

Connections from the easement to the home or building will be powered using a common GPON solution. A homogenous network ensures a cost-efficient design with network dependability and security. ALLO utilizes a Calix GPON solution from the central office to the Wi-Fi6 router.

Connectivity for large businesses and large governmental entities will be provided with individualized solutions (such as Calix, Adtran, and Cisco), including active Ethernet connections and fully redundant paths and entrances, when required. The standard network design will accommodate both GPON and active solutions.

An important component of speed is Wi-Fi. In October 2020, ALLO began installing new communities with Wi-Fi6 routers, being one of the first carriers in the country to move to the new technology. We spent the previous year working with vendors to operationalize the solution.

With 3 Gbps symmetric capabilities and substantially improved propagation, the new devices are performing at a world-class level. All of ALLO's residential service offerings include hosted Wi-Fi within the basic local service rate, creating industry-leading customer experiences.

3.3.4 Does the Respondent anticipate opening a local business office or does the Respondent have a local business office in place? If Respondent plans to open local business office, please provide its approach.

Yes, ALLO will open a local business office in Joplin. Please refer to the response to 3.1.3.4 for information.

Section 4 – Technical Approach

4. Technical Requirements

The Respondent must meet the following technical parameters. Any details of the engineering design beyond these parameters are at the discretion of the Respondent. Respondent should note in the RFP response if it intends to deviate from any of the following requirements. If Respondent deviates from the requirements, the Respondent shall include a description for the alternate approach and explain briefly why the alternative approach will be adequate.

4.1 A fiber network should be designed to pass every home, business, underserved areas, and governmental location within Joplin's City Limits.

The fiber network will pass substantially all homes and businesses within Joplin city limits. Occasionally we will come across a home/area that is extremely expensive to serve (large acreage, etc.) which makes it cost-prohibitive to provide coverage. ALLO will agree to standard franchise wording for coverage and will evaluate other solutions to

provide coverage while not committing to supply service to locations that are not economical.

Joplin is substantially more expensive to pass compared to other communities that ALLO serves. Adding unique costs or requirements could adversely impact the viability of the project.

4.2 The network should be capable of delivering gigabit download speeds and denote upload speeds capable of meeting federal guideline minimums. Respondent must document how technology will be scalable to meet future bandwidth needs to every subscribed customer in Joplin's City Limits.

ALLO provides ubiquitous 1+ Gbps service with symmetrical speeds (delivering the same download and upload speeds) to all entities including residences, businesses, government offices, and government entities.

ALLO fiber networks are designed to be a perpetual business with appropriate upgrades for the future. Existing networks have been operational for almost 20 years and are expected to be utilized for 30+ additional years.

The network model is GPON-based with active availability. ALLO's XGS GPON network is designed to be upgradeable for faster broadband speeds as demanded by the community and technological advances.

ALLO chooses equipment with the ability to handle the newest devices and increased speeds. Our solutions include the Gigacenter Wi-Fi router. The Gigacenter provides for a home or SMB-based network interface device for a consistent wireless experience and is included in our installations.

The newest powerhouse router provides wireless connections, increased network capacity, and is Wi-Fi 6 certified. The Blast gives homes and small businesses an upgraded signal, stronger connections on all devices, and increased speeds for faster online activity.

The network is designed to provide 10 Gbps symmetrical service to all households with currently offered speeds up to 2.3 Gbps. Products include symmetrical download/upload internet speeds of 500 Mbps, 1 Gbps, and 2.3 Gbps.

ALLO offers and supports broadband services to commercial entities up to 100 Gbps. The network is scalable for enterprise users. While standard speeds of 100Gbps are offered to businesses, higher speeds are available to meet specific needs. Low latency and jitter are important, possibly more so than stated speeds. Additionally, local caching and direct connections to high-volume internet sites improve the internet experience.

ALLO's all-fiber network capable of GPON, NGPON2, and active internet solutions will create a 30+ year solution. Content caching, redundancy, and evolving communications and entertainment solutions will create a competitive advantage for the Joplin area.

4.2.1 The design will incorporate a drop network access point (NAP) design that will enable the easy placement of a fiber drop to premises that take service.

ALLO uses Multi Service Terminals (MSTs) to provide a light tested Optitap port to serve each home and business as part of our network design and construction.

4.2.2 The network should be designed so that it will continue to provide the promised broadband speeds at the expected busy hour when the network carries the most local broadband traffic.

ALLO provides the full symmetrical upload and download speeds to every customer (500 Mbps, 1 Gbps, 2.3 Gbps) regardless of network demand over an individual fiber to the home or business. We do not oversubscribe links or share services between customers. Because of this, our network latency remains very low regardless of customer demands or peak usage times.

4.2.3 The design should include all huts, cabinets, and other network elements needed to make the fiber network functional and ready to accept electronics.

ALLO's design will include a central office design where all active equipment will be located. It will have a generator for backup power. The ALLO network design from the central office out to the individual homes and businesses is passive.

4.3 The City's preference is to use buried fiber. Describe the number of miles of proposed aerial and buried fiber in the Respondent plan.

The total of proposed buried fiber is 651 miles (100% underground). Due to being unable to obtain electrical GIS data from the local utility, a preliminary network design incorporating aerial footage was not possible.

See **Appendix B** for a network design.

4.4 For buried infrastructure, locating wire must be installed with all buried fiber. All conduits shall be placed at a minimum depth of 36".

ALLO uses armored fiber cables to aid in locating the buried fiber network. All cables are enclosed in conduits that are placed at a minimum of 36" of depth usually by directional boring methods. Vacant conduits contain locatable mule tape.

4.5 For aerial fiber, Respondent will execute a pole attachment agreement with the owner of any utility or light poles to be used for aerial construction and will adhere to the requirements of such agreements for purposes of performing make-ready work or in placing fiber on aerial poles.

ALLO will work with Liberty Power to obtain the needed pole attachment agreement and obtain the needed pole attachment permits for all aerial construction. All aerial fiber will be placed by following the NESC and NEC requirements to insure a safe aerial network.

4.6 Respondent shall obtain all needed permits, right-of-way, and easements from the appropriate government entity for public rights-of-way and from private landowners for private rights-of-way. These shall include, but are not limited to, all authorities having jurisdiction (local, state, and federal), railroad crossings, water crossings, wetland crossings, and road crossings.

ALLO will obtain all needed permits for underground construction. We routinely work with all the listed entities as well as the department of roads for permitting and easements. ALLO also most likely would obtain a Video Franchise to provide linear tv services.

4.6.1 Respondent should provide independent inspection of the construction process (meaning the inspectors are independent from, and not employed by the Respondent) so that the constructed network meets the design specification of the network.

This would not be ALLO's normal approach. ALLO believes oversight by ALLO field engineers and quality control teams overseeing contract construction forces in the field produces better results. However, ALLO would be open to bringing on independent inspectors who would meet the City's requirements for the term of this project to meet this contract requirement.

4.6.2 Describe proposed process for construction inspection and describe the functional independence of the inspectors.

ALLO typically uses directional bore contractors to place underground facilities and also for some aerial placement. ALLO field engineers and QC staff verify the contractor's work, restoration, and to verify billing qualities. The independent inspectors have free access to observe, inspect, and report on any construction deficiencies observed.

4.7 Post construction, Respondent shall provide a copy of the final construction/as-built drawings to the City in shapefile format to the City.

ALLO will provide Shapefiles of the final construction/as-built to the City. ALLO uses GIS in both the design and QC processes and uses 3GIS to document the fiber construction, structure locations, and running lines.

4.8 Respondent shall adhere to all national standards related to fiber construction and fiber electronics (Appendix A).

ALLO's design, materials, electronics, and construction practices are compliant with all standards listed in Appendix A in the original RFP.

Section 5 – Financial Approach

Please see the separate confidential document which contains the Financial Requirements section.

Section 6 – Additional Information

Please see the following appendices:

Appendix A: ALLO Organizational Chart

Appendix B: ALLO Network Design

Appendix C: ALLO Financial Statements (provided in separate Appendix C Confidential Financial Information document)

Appendix D: Signed Addendums 1 & 2

Appendix A – ALLO Organizational Chart

ALLO Fiber Organizational Chart

Brad Moline
President & CEO

Sales Team

Kathy Carstenson
Director of Business Sales

Mark Caniglia
Director of Residential Sales

Allison O'Neil
Chief Experience Officer

Residential & Business Customer Experience

NTAC

Nick Colton
Director of Technical Support

Clint Schleicher
Director of Video Operations

Don Schoening
Chief Field Services Officer

Field Services

Safety and Fleet

Residential Installation

Business Installation

MDU

Inventory

Joshlyn Mangan
Director of Human Resources

Recruiting

HR Operations

Benefits

Tanna Hanna
Director of Marketing

Marketing & Advertising

Inside Sales

Digital Experience

Events & PR

First Impression Specialists

Tyler Pearson
Director of Product Development

New Products

Network Engineering

Todd Heyne
Chief Construction Officer

Design

Plant Operations

Learning & Development

Al Schroeder
Director of OSP Engineering

Nate Buhrman
Chief Financial Officer

Finance

Accounting

Data Analytics

Software Engineering

Project Management

Mike Borst
Director Finance

Avid Team

Dave Scott
Avid Director

T.J. Sauder
Avid Director

David Hollingsworth
Avid Director

Regional Support

Bob Beiersdorf
Regional General Manager – CO

Mike Horton
Regional General Manager – AZ

Dave Miller
Regional General Manager – Eastern Nebraska

Clint Schleicher
Regional General Manager – Western Nebraska

Additional Directors

Doc Wininger
Director of External Relations

Shawn Traudt
Director of Public and Private Partnerships

Appendix B – ALLO Network Design

Joplin MO
01/20/2023

Service Locations
UG Route
City Boundary
GoogleEarth

N

0 2.5 5 mi

Appendix D – Signed Addendums

CITY OF JOPLIN
RFP Solicitation for Citywide Fiber Optic Network Partnership

Addendum No. 1

Replace page 5 in its entirety and replace with the attached page 5.

The sentence: *"The City is seeking innovative partners to deploy a citywide open-access fiber network. and requires Respondents to provide the following information:"*

Is replaced with: *"The City is seeking innovative partners to deploy a citywide fiber network and requires Respondents to provide the following information:"*

The undersigned hereby acknowledges receipt of this addendum, which by this reference is hereby incorporated in and becomes a part of the Contract Documents for the above referenced project.

ALLO Communications LLC
Company Name

Signature

Brad Moline, President
Printed Name, Title

CITY OF JOPLIN
RFP Solicitation for Citywide Fiber Optic Network Partnership

Addendum No. 2

Addendum 2: Responses to Questions

The undersigned hereby acknowledges receipt of this addendum, which by this reference is hereby incorporated in and becomes a part of the Contract Documents for the above referenced project.

ALLO Communictions LLC
Company Name

Signature

Brad Moline, President
Printed Name, Title

Request for Proposal (RFP)
Solicitation for Citywide Fiber Optic Network Partnership



Published November 29, 2022
Proposals are due by **5:00 PM CST on January 31, 2023**

Rev. 11/29/2022

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1. Description

The City of Joplin ("the City") published this Request for Proposal (RFP) to solicit proposals from Internet Service Providers (ISPs) and vendors to partner with the City to meet its connectivity goals and further progress towards a Smarter Joplin by bringing fiber-optic broadband to every home and business in the City. Below identifies explicit needs of the City for a successful future partnership. With this partnership, the City would like to address the following requirements:

1.1 The City requests that the future partnership covers all of the City of Joplin.

1.2 The City requests Gigabit technology to be deployed.

1.3 The City requests future partnerships consider connection to city infrastructure.

1.4 The City prefers underground facilities to the maximum extent practicable; however, the City will consider aerial infrastructure with justification. Respondents shall provide approach to meeting this requirement (i.e., new and existing infrastructure).

1.5 The City will potentially make existing publicly owned infrastructure available for consideration in future negotiations.

1.6 The City is keenly interested in affordable rates (lower rates for low-income households) and prefers respondents support the Affordable Connectivity Program (ACP) providing gigabit connectivity to all residents and businesses.

1.7 Respondents must identify if they are self-funded or using City funds. If Respondent is proposing to fund the network, proof of funding specifically for Joplin must be made available. The City will not consider offers where the City funds the entire network.

1.8 Respondents shall provide a detailed financial model (as explained in Section 5 of this document).

1.9 As the City intends to provide resources, including American Rescue Plan Act (ARPA) funds, it is the responsibility of the partner to adhere to all guidelines set by the U.S. Treasury Department. Respondents shall provide an approach to remain compliant.

.

2. Background

In September 2018, the City of Joplin assessed whether the City should adopt a "Smart City" approach to support resilient infrastructure, drive socio-economic growth, and enhance the benefits of its citizens and businesses. Through evaluating the City's current state, conducting peer city research, and obtaining design inputs, the City created a Smart City Roadmap ("Roadmap") to help guide community leaders and City staff through the next steps of implementation. The Roadmap was approved by City Council in September 2019.

In 2021, Finley Engineering, Inc. and its partner CCG Consulting conducted a Broadband Gap Analysis that detailed the feasibility of bringing fiber to the City. The Broadband Gap Analysis Report, delivered to the City in October 2021 concluded that one of the best paths forward for the City was to engage in a public-private partnership (P3).

This critical analysis concentrated on three major areas to assess fiber feasibility:

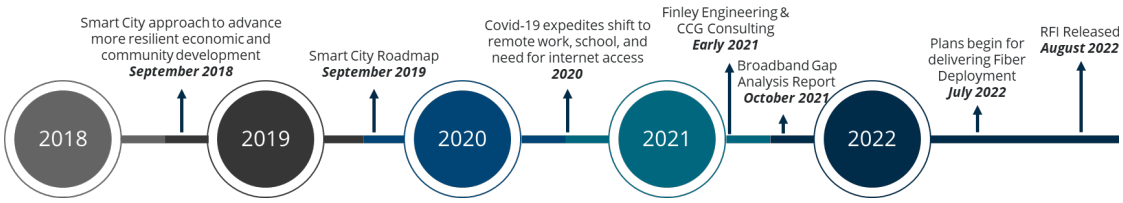
a. an analysis of the Joplin market and the demand for broadband,
b. an engineering estimate of the cost of building fiber across the entire City, and
c. a financial analysis to explore if it is financially feasible for an ISP to build fiber.

The analysis identified the need for the City to approach the broadband market to support in future improvement of connectivity across the community.

In August 2022, the City began to seek a partner interested in helping the City bring fiber-optic broadband to every home and business in the City. The City released a Request for Information (RFI) to open a dialog with interested ISPs or other vendors interested in helping the City meet its connectivity goals and further progress towards a Smarter Joplin.

A timeline representing the key dates is presented in **Figure 1**.

Figure 1: City of Joplin Broadband Initiative Timeline



From the positive response the City received from ISPs, vendors, and potential partners, the City decided to publish this Request for Proposal (RFP). The City continues to recognize there are multiple partnership structures which were highlighted during the RFI process and are commonly negotiated between cities and ISPs. In some cases, ISPs are funding and owning a new fiber network entirely. In other cases, partnerships exist where a City funds some portion of the network (e.g., fiber backbone, empty conduit for ISPs to use), while multiple ISPs use the open-access network.

3. General Proposal Requirements

The City is seeking innovative partners to deploy a citywide open-access fiber network. and requires Respondents to provide the following information:

3.1. Company Profile

3.1.1 Provide a brief executive summary of Respondents proposal.

3.1.2 Provide the name(s), address, email address, and telephone numbers (office and cell) for the person(s) at Respondent that can answer questions regarding responses to RFP and will be involved in potential interviews/negotiations.

3.1.3 Provide detailed information about business structure of the Respondent. If the RFP response involves a partnership between multiple parties, provide the information for each partner, including:

3.1.3.1 Which entity will serve as Prime? The Prime will need to provide the following information and only list the subordinate partners.

3.1.3.2 The legal name of the respondent as is specified in its charter or other organizing/creation document, as well as the state in which the respondent business entity is organized (including DUNS number).

3.1.3.3 Detailed organizational structure of Respondent (e.g., executive, project management, construction, subcontractors). How many people do you employ? How many of these employees work in areas related to telecom or broadband?

3.1.3.4 Discussion of future local presence in City of Joplin.

3.1.3.5 The names and mailing addresses of any parent or subsidiary of the respondent (namely, any other business entity owning or controlling the Respondent, in whole or in part) and a statement describing the nature of any such parent or subsidiary business entity.

3.1.3.6 Please describe any partnership arrangements or other significant business arrangements that are integral to the proposed solution. If proposal includes group of ISPs and/or companies, please explain partnership structure.

3.2. Company Experience

3.2.1 Provide a brief company history, particularly as related to telecom and broadband

3.2.2 Provide any statistics related to Respondents current broadband-business that would be relevant and of interest to the City. This might include such things as the number of retail customers currently served or the number of miles of fiber owned.

3.2.3 Provide the same statistics as item 3.2.2 for operations currently in Missouri.

3.2.4 List all the states where Respondent has retail broadband customers and/or open-access customers.

3.2.5 Description of existing customers and any relevant past performance. If the RFP response involves a partnership between multiple parties, please provide this information for each partner.

3.2.6 Detailed description of Respondent's safety culture and safety record. If the RFP response involves a partnership between multiple parties, please provide this information for each partner.

3.2.7 Provide three (3) references (at a minimum) including entity, name of POC, phone number, email address, and location. If the RFP response involves a partnership between multiple parties, provide this information for the leading partner.

3.3. Project Execution

3.3.1 Provide customer service ratings and description of how Respondent will provide customer service as part of future partnerships.

3.3.2 Provide detailed description of future pricing and guarantees (all rates and products) to City customers (e.g., business, residential, and City government)

3.3.3 Provide the anticipated timeline of execution and connecting the City of Joplin.

3.3.4 Does the Respondent anticipate opening a local business office or does the Respondent have a local business office in place? If Respondent plans to open local business office, please provide its approach.

4. Technical Requirements

The Respondent must meet the following technical parameters. Any details of the engineering design beyond these parameters are at the discretion of the Respondent. Respondent should note in the RFP response if it intends to deviate from any of the following requirements. If Respondent deviates from the requirements, the Respondent shall include a description of the alternate approach and explain briefly why the alternate approach will be adequate.

4.1 A fiber network should be designed to pass every home, business, underserved areas, and government location within Joplin's City Limits.

4.2 The network should be capable of delivering gigabit download speeds and denote upload speeds capable of meeting federal guideline minimums. Respondent must document how technology will be scalable to meet future bandwidth needs to every subscribed customer in Joplin's City Limits.

4.2.1 The design will incorporate a drop network access point (NAP) design that will enable the easy placement of a fiber drop to premises that take service.

4.2.2 The network should be designed so that it will continue to provide the promised broadband speeds at the expected busy hour when the network carries the most local broadband traffic.

4.2.3 The design should include all huts, cabinets, and other network elements needed to make the fiber network functional and ready to accept electronics.

4.3 The City's preference is to use buried fiber. Describe the number of miles of proposed aerial and buried fiber in Respondent plan.

4.4 For buried infrastructure, locating wire must be installed with all buried fiber. All conduits shall be placed at a minimum depth of 36".

4.5 For aerial fiber, Respondent will execute a pole attachment agreement with the owner of any utility or light poles to be used for aerial construction and will adhere to the requirements of such agreements for purposes of performing make-ready work or in placing fiber on aerial poles.

4.6 Respondent shall obtain all needed permits, rights-of-way, and easements from the appropriate government entity for public rights-of-way and from private landowners for private rights-of-way. These shall include, but are not limited to, all authorities having jurisdiction (local, state, and federal), railroad crossings, water crossings, wetland crossings, and road crossings.

4.6.1 Respondent should provide independent inspection of the construction process (meaning the inspectors are independent from, and not employed by the Respondent) so that the constructed network meets the design specification of the network.

4.6.2 Describe proposed process for construction inspection and describe the functional independence of the inspectors.

4.7 Post-construction, Respondent shall provide a copy of the final construction / as-built drawings to the City in shapefile format to the City.

4.8 Respondent shall adhere to all national standards related to fiber construction and fiber electronics (Appendix A).

5. Financial Requirements

The City's goal is to solicit the market for an ISP partner that will fund all or most of a network build. The City will not entertain proposals where the City funds the entirety of the network.

City leaders have prioritized the use of ARPA funds and other potential City resources to aide in strengthening the Joplin's Smart Grid for resiliency, reliability, and redundancy of current broadband systems. These resources may be allocated towards a future P3 at the discretion of the City Manager with approval from City Council on future partnership(s). The intended outcome of this RFP is to progress with the negotiation and development of a collaborative partnership focused on improving connectivity to further Joplin in its Smart City goals.

NOTE: Respondents have the option to keep financial information confidential. If a Respondent wishes to use this option, the Respondent shall respond to the financial questions in this section with a separate document labeled as "Confidential Financial Information." Please note, a Respondent should understand that at some future point, if the City enters negotiation towards a partnership that your financial information might be made public, however, for purposes of this RFP, the City will keep financial information confidential and will circulate only to selected members of the RFP review team.

5.1. Financial History

5.1.1 How long has the Respondent been operating in its current corporate structure?

5.1.2 Provide a copy or link to two most recent audited financial statements for the responding organization. If Respondent is proposing a solution that involves multiple partners, provide financial statements for each partner.

5.1.3 Has the business declared bankruptcy in the last ten years? If yes, explain and describe the current status in relationship to the bankruptcy.

5.1.4 Disclose any lawsuits during the past five years that might have an impact or bearing on a broadband business.

5.2. Ability to Fund the Network

5.2.1 This RFP assumes that the Respondent will finance a substantial portion of the proposed network. Please describe Respondents funding plans by answering the following questions:

5.2.2 What is the estimated cost, or range of costs, needed to build the proposed solution and launch the broadband business?

5.2.3 How much funding is the Respondent seeking from the City as part of its financing plan? At what stage of the project would Respondent expect the City to make the desired contribution?

5.2.4 Please describe the amount of funding that will come from various sources as follows:

Respondent Equity	$
Other Equity	$
Contribution from the City	$
Bank or Other Loans	$
Grants	$
Other	$
Total	$

5.2.5 Provide a brief description of the source and assumptions made for each of the above sources of funding

5.2.6 If the Respondent is proposing to contribute debt or equity to fund the project, provide evidence that the needed funds are available.

5.3. Other Financial Questions

5.3.1 If Respondent wants the City to contribute funding to the network, describe if Respondent is looking for a grant from the City or if the funding is specifically tied to any specific function, such as providing the City with a private network.

5.3.2 Describe any other City assets or services that the Respondent would like to receive from the City.

5.3.3 If the Respondent is proposing any ongoing revenue for the City, describe how and when such payments would be calculated and paid.

5.3.4 Describe any other financial terms and conditions Respondent wants the City to consider.

5.3.5 Please indicate the level of monetary support Respondent will need from the City.

5.3.6 Please provide a detailed list of expectations Respondent would like the City to provide in a potential future partnership agreement (e.g., ROW, permits).

5.3.7 Please describe Respondent's intent and approach to seek and use future grant funding to support the future build of the citywide network.

6. Resources Provided by City

The City has identified key resources to be provided to all Respondents and are provided on the City's procurement website. If Respondents encounter issues with accessing these files, please contact Johan Bullington (JBulling@joplinmo.org).

These resources are (Appendix B):

- Broadband Gap Analysis Study
- Smarter Joplin Roadmap
- Request for Information
- City relevant GIS data
- Joplin Development Code
- Code of Ordinances, City of Joplin

7. RFP Instructions, Definitions, and Schedule

The response should be prepared simply and economically, providing straightforward and concise responses to all questions and addressing all City requirements. False or inaccurate information will result in the rejection of the response. Once a response has been submitted, product substitutions or changes to design, material, or process may not be made without the prior written approval of the City.

RFP Modifications
The City reserves the right to modify or change any information presented in this RFP as more information becomes available. Any RFP modifications will be provided by means of Addendum.

Responsibility for Costs
The Respondent shall be fully responsible for all costs incurred in the development and submission of the proposal or any other costs incurred prior to the issuance of an agreement or contract. The City shall not assume any contractual obligations as a result of the issuance of a proposal request, the preparation or submission of a proposal, the evaluation of proposals or the final selection of a proposal.

RFP Submittal Deadline
The City will accept electronically submitted responses no later than **5:00PM CST on January 31, 2023**. The Respondent should provide a single PDF file unless otherwise indicated (i.e. financial confidentiality). Late submittals will not be considered. All responses must be clearly labeled in the subject of the transmittal email as "RFP for Solicitation for Citywide Fiber Optic Network Partnership". The City urges respondents to initiate email transmittals in advance of the deadline to mitigate risk of nonreceipt.

RFP Questions

All general questions pertaining to this RFP must be submitted by email to:

Johan Bullington
Email: JBulling@joplinmo.org

Deliver the RFP to

All submittals must be submitted directly to:

Johan Bullington
Email: JBulling@joplinmo.org

Respondents that wish to be notified of the responses to questions by other parties should request at the above email address to be added to the list of interested parties.

Any written questions from Respondents must be received no later than **December 9, 2022**. Questions or requests for clarifications received after this deadline will not be answered. The City will provide written answers to all questions and circulate the questions and answers to all known interested parties.

Schedule of Activities

The City has established the following schedule:

Issue RFP	November 29, 2022
Final acceptance for Respondent questions	December 9, 2022
City will respond to all questions	December 22, 2022
RFP responses due	**January 31, 2023**

RFP Format

In order to facilitate a timely and fair evaluation of RFP proposals, a standard response format has been developed and is documented in this section. All Respondents are required to format their proposal in a manner consistent with the guidelines below:

Section	Topic
1	Letter of Transmittal
2	Executive Summary
3	General Requirements ▪ Company Profile ▪ Company Experience ▪ Project Execution
4	Technical Approach
5	Financial Approach
6	Additional Information

The topics must be organized under the specific section as stated above and indicated appropriately. Each topic must be addressed in the proposal, or the proposal may be rejected.

Authorized Representative

Respondent should indicate the name, title, and contact information of the person who will be authorized to enter into an agreement with the City if selected.

Confidentiality

The City shall use reasonable efforts to preserve the confidentiality of any proprietary or confidential information submitted by the Respondent which is clearly designated and identified as such. Given that the City is a governmental entity, it has commitments and obligations subject to "freedom of information" laws or similar statutory disclosure requirements. The City is subject to full compliance with these laws and statutory requirements. Compliance with these laws or statutes shall be deemed not to constitute a breach of requested confidentiality of a given proposal response to the RFP.

Proposal Disposition

Any proposals received in response to this RFP shall become the property of the City.

RFP Response Review

The City will evaluate each Respondent's responses to this RFP. The City's goal is to eventually reach an agreement with one Respondent to build and operate a new broadband network in the City. The City reserves the right to take no action after reviewing responses. The City reserves the right to ask for clarifications of responses to the RFP either in writing or by video conference. The City may eliminate from consideration any Respondent that does not provide response to City questions or does not meet City minimum requirements. The City will notify any Respondents who do not meet our minimum requirements in a timely manner.

The selection committee will review each response based on the categories below independently, and the City reserves the right to reject any proposal that scores poorly on one or more categories. The City expects to conduct interviews with a short list of candidates based on the responses to the categories below.

a. **Company Profile: (10 Points)** Review will emphasize organizational structure, partnership structure, and available resources to construct the citywide network.

b. **Company Experience: (10 Points)** Review will emphasize direct experience and success with delivering similar services as well as integrity, reputation, safety, and efficiency of the Respondent.

c. **Project Execution: (10 Points)** Review will emphasize ability to commence and connect the City of Joplin promptly or within the time specified, without delay or interference. An anticipated timeline of execution and connecting the City of Joplin is required to be provided by the Respondent.

d. **Technical Requirements: (20 Points)** Review will evaluate the Respondent's capabilities and approach to address technical requirements in the RFP. The design should provide a resilient city-wide network meeting national standards related to fiber construction and fiber electronics. The fiber network should be designed to pass every home, business, and government location within Joplin's City limits. The respondent must display an adequate plan for the construction process, minimizing disruptions to the City.

8. General Provisions

Minimum Effective Period of Proposal
All proposals are required to remain in effect for at least 120 days from the date submitted to the City for review. This should be taken into account during budget preparations.

Public Information
All information, documentation, and other materials submitted in response to this solicitation are considered non-confidential and/or non-proprietary and are subject to public disclosure. Respondents may request company specific business and proprietary information not to be released and allowed by Missouri Statute.

RFP Acceptance and Rejection
The City reserves the right to accept any proposal or part of a proposal; to reject any or all proposals; to waive irregularities or informalities in any proposal, in any manner deemed in the best interest of the City.

Presentations and Site Visits
The Respondent may be invited to make a presentation in person or by conference call.

MBE/WBE
Please state whether Respondent or any potential sub-contractors participate in the Minority and Women Business Enterprise Initiative (MBE/WBE).

Type of Contract
The final contract form shall be negotiated between and be mutually acceptable to the parties. Any contract(s) resulting from this effort will be negotiated at the sole discretion of City of Joplin (the "City"), and/or their agents.

Clarifications and Interpretations
Any clarifications or interpretations of this RFP that materially affect or change its requirements will be provided by the City as an addendum. These items must be received by the City 10 days prior to the proposal due date to allow for proper notification. All such addenda issued by the City shall be issued before the proposals are due as part of the RFP, and all Respondents shall acknowledge receipt of and incorporate each addendum in its responses. All additional information or addenda will be posted on the city website at http://joplinmo.org/index.aspx in the left-hand column under Bids/Projects. Please check regularly and/or sign up to receive notifications.

Respondents shall consider only those clarifications and interpretations that the City issues by addenda five (5) days prior to the submittal deadline. Interpretations or clarifications in any other form, including oral statements, will not be binding on the City and should not be relied upon in preparing responses.

No Lobbying
Respondent acknowledges and accepts that from the Date of Issuance of the RFP until a

final decision has been made by the City, it will not take any action, make any effort or support or engage others on its behalf to take actions or efforts with attempt to influence the decision-making process for this RFP in favor of the respondent. This includes direct contact with the City Council, City Manager and staff of the City of Joplin, the selection committee, board members of the Joplin Chamber, and others who may be engaged in the process. Additionally, the Respondent acknowledges and accepts that it will not attempt to use public communication such as the news media, social media, etc. as a means of attempting to influence the RFP evaluation or decision-making process. Any respondent violating any of the aforementioned conditions is subject to immediate disqualification from consideration.

Miscellaneous
Respondent must disclose any potential conflict of interest with the City and any of its employees.

Respondent shall hold all information provided in its response in confidence and shall not reveal its proposal to or discuss its proposal with others until all relevant contracts are awarded. By the submission of a proposal, the Respondent represents and warrants that in connection with the response that no attempt has been made nor will be made to restrict competition, to induce any other person or party to submit, or conspire with any other parties to restrict or otherwise manipulate prices or competition relating to this RFI or any resultant contracts.

The City does not and shall not discriminate on the basis of race, color, religion (creed), gender, gender expression, age, national origin (ancestry), disability, marital status, sexual orientation, or military status, in any of its activities or operations. These activities include but are not limited to, hiring and firing of staff, selection of volunteers and vendors, and provision of services. The City is committed to providing an inclusive and welcoming environment for all members of our staff, citizens, volunteers, contractors, vendors, and clients. The City expects the Respondent to comply with these standards.

Appendix A – National Standards

NATIONAL ELECTRICAL CODE, NFPA 70

The National Fire Protection Association has acted as the sponsor of the National Electrical Code (NEC) since 1911. The original Code was developed in 1897 as a result of the united efforts of various insurance, electrical, architectural, and allied interests. The purpose of the NEC is the practical safeguarding of persons and property from hazards arising from the use of electricity. The NEC provides the minimum code requirements for electrical safety. In telecommunications distribution design, the NEC must be used in concert with the ANSI/EIA/TIA standards identified below, which are intended to insure the performance of the telecommunications infrastructure.

ANSI/TIA/EIA STANDARDS

The Telecommunications Industry Association/Electronics Industry Association (TIA/EIA) engineering standards and publications are designed to serve the public interest by eliminating misunderstandings between manufacturers and purchasers. The standards facilitate interchangeability and improvement of products and assist the purchaser in selecting and obtaining the proper product for his or her particular needs.

The TIA/EIA Standards are updated every five years. Due to the rapid changes in the telecommunications and electronics industries, TIA/EIA publishes periodic Telecommunications Systems Bulletins (TSB), which provide additional guidance on certain technical issues that must be addressed prior to the next scheduled revision of the standards. The information contained in TSBs is usually incorporated into the applicable standard during the next standards revision. Standards and publications are adopted by TIA/EIA in accordance with American National Standards Institute (ANSI) patent policy. The TIA website is: http://www.tiaonline.org/

FIBER OPTIC TEST STANDARDS, TIA/EIA-526 (SERIES)

The TIA/EIA-455 series, together with its addenda, provides uniform test procedures for testing the fiber optic components intended for, or forming a part of, optical communications and data transmission systems. This series contains standard test procedures for optical fibers, cables, transducers, and connecting and terminating devices.

CUSTOMER-OWNED OUTSIDE PLANT (OSP), ANSI/TIA/EIA-758

The ANSI/TIA/EIA-758 provides industry standards for the design and construction of customer-owned OSP infrastructure. Unless specified otherwise by one of the cities, the fiber network should be designed and constructed to be in compliance with ANSI/TIA/EIA-758.

NATIONAL ELECTRIC SAFETY CODE

The NESC sets the ground rules for the practical safeguarding of persons during the installation, operation, or maintenance of electric supply & communication lines & associated equipment. It contains the basic provisions that are considered necessary for the safety of employees & the public under the specified conditions. The NESC continues to be a stronghold in the U.S. electrical industry & communications fields and serves as the authority on safety requirements for power, telephone, cable TV, & railroad signal systems.

Appendix B – Resource Links

Broadband Gap Analysis Study
http://www.joplinmo.org/DocumentCenter/View/10293/Joplin-Internet_Broadband-Gap-Report-v2---10_06_2021-2

Smarter Joplin Roadmap
http://www.joplinmo.org/DocumentCenter/View/9575/Smarter-Joplin-Roadmap-Optimizedpdf

Request for Information
https://www.joplinmo.org/Bids/PlanHolders/646?documentId=10752

City relevant GIS data
https://www.joplingis.org/portal/home/webmap/viewer.html?webmap=29730f3185ea4ad1a6e9c4373fb80aac

Joplin Development Code
https://www.joplinmo.org/DocumentCenter/View/10755/Joplin-Development-Code

Code of Ordinances, City of Joplin
https://library.municode.com/mo/joplin/codes/code_of_ordinances?nodeId=COORJOMI

Interview Scores

	LIT	UNDERLINE	SOCKET	GATEWAY	ALLO
Scorer #1	9	12	25	23	24
Scorer #2	16	18	23	25	27
Scorer #3	23	23	24	26	26
Totals	48	53	72	74	77

COUNCIL BILL NO. 2024-264 ORDINANCE NO.

AN ORDINANCE approving the Development Agreement with ALLO Missouri, LLC to construct a fiber optic network that is able to offer high quality, fiber optic broadband to substantially all residents, anchor institutions, and businesses in the City that are accessible using public rights-of-way and similar public easements, ways and extension and additions thereto. The Network facilities shall be owned and operated by ALLO Missouri and located within the corporate limits of the City; authorizing the City Manager to execute said contract by and on behalf of the City of Joplin.

WHEREAS, in the Smarter Joplin Roadmap expand internet access and improve connectivity was identified as a primary concern in a resident survey; and

WHEREAS, the Broadband Gap Analysis Report identified the specific challenges with connectivity in the city of Joplin including issues with availability, capacity and affordability; and

WHEREAS, the COVID-19 Pandemic has shown that residents need to be connected to be able to work, educate, and receive healthcare from home; and

WHEREAS, for the City of Joplin to remain competitive in the areas of business attraction and retention, transportation, education, health care and other sectors that rely on the exchange of data and information;

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

Section 1. That the Development Agreement includes a not to exceed amount of Five Million and 00/100 dollars ($5,000,000.00) provided for the construction of an additional and redundant CO, a fiber drop to the City's anchor institutions, and a buried "Mainline Fiber" backbone. This additional request is funded through the American Rescue Plan Act of 2021 (ARPA) with a deadline of August 31, 2026.

Section 2. That following the execution of the Development Agreement, an additional Council Bill will be presented approving the Non-Exclusive Public ROW License Agreement.

Section 3. That the City Manager or designee, of the City of Joplin, Missouri, is hereby authorized to execute said Agreement(s), or agreement(s) 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_____, 2024, by a vote of_____.

_____

ATTEST: Douglas W Lawson, Mayor

_____

Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

Council Bill 2024-264