JOPLIN CITY COUNCIL
REGULAR MEETING AMENDED AGENDA
MONDAY, APRIL 4, 2022
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. Retirement Resolution- David Hertzberg

   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. Margey Upson Requested To Speak On Part 2

   2. Joshua Dunn Requested To Speak Regarding Hembal Business HQ Project

   3. Matt Lenhart Requested To Speak On Police Support

   4. Chris Reeves Requested To Speak On Police And Fire Issues.

   5. Pastor Britton Fields And Pastor Rick Flinn Of Saint Paul's UMC Requested To Speak Regarding Recent Events

7. **Public Hearings**

   1. Public Hearing Procedures

      Documents:

      PUBLIC HEARING PROCEDURES.PDF

2. COUNCIL BILL NO. 2022-257
AN ORDINANCE approving the voluntary annexation by the Council of the City of Joplin, Missouri, of property located 1949 Snowberry Lane, Joplin, Jasper County, Missouri.

Documents:

CB 2022-257 SUMMARY.PDF
CB 2022-257 MINUTES.PDF
CB 2022-257 STAFF REPORT.PDF
CB 2022-257.PDF

3. COUNCIL BILL NO. 2022-258
AN ORDINANCE providing to vacate approximately 150 feet of S. Picher Ave. south of Junge Blvd., City of Joplin, Jasper County, Missouri.

Documents:

CB 2022-258 SUMMARY.PDF
CB 2022-258 MINUTES.PDF
CB 2022-258 STAFF REPORT.PDF
CB 2022-258.PDF

4. COUNCIL BILL NO. 2022-259
AN ORDINANCE approving the voluntary annexation by the Council of the City of Joplin, Missouri, of property located 4005 W. 32nd Street, Joplin, Newton County, Missouri.

Documents:

CB 2022-259 SUMMARY.PDF
CB 2022-259 MINUTES.PDF
CB 2022-259 STAFF REPORT.PDF
CB 2022-259.PDF

5. COUNCIL BILL NO. 2022-260
AN ORDINANCE approving the voluntary annexation by the Council of the City of Joplin, Missouri, of property located 3031 N Arizona Ave., Joplin, Jasper County, Missouri.

Documents:

CB 2022-260 SUMMARY.PDF
CB 2022-260 MINUTES.PDF
CB 2022-260 STAFF REPORT.PDF
CB 2022-260.PDF

6. COUNCIL BILL NO. 2022-261
AN ORDINANCE approving the voluntary annexation by the Council of the City of Joplin, Missouri, of property located in Summit Ridge Plat 1- All lots number One (1) thru Sixty (60) Joplin, Newton County, Missouri.

Documents:

CB 2022-261 SUMMARY.PDF
CB 2022-261 MINUTES.PDF
CB 2022-261 STAFF REPORT.PDF
CB 2022-261.PDF

7. COUNCIL BILL NO. 2022-262
AN ORDINANCE approving the voluntary annexation by the Council of the City of Joplin, Missouri, of property located 3110 S. Catnip Ln., Joplin, Jasper County, Missouri.

Documents:

CB 2022-262 SUMMARY.PDF
CB 2022-262 MINUTES.PDF
CB 2022-262 STAFF REPORT.PDF
CB 2022-262.PDF

8. COUNCIL BILL NO. 2022-263
AN ORDINANCE approving the voluntary annexation by the Council of the City of Joplin, Missouri, of property located Northeast Corner of S. Range Line Rd. and Saginaw Rd. Joplin, Jasper County, Missouri.

Documents:

CB 2022-263 SUMMARY.PDF
CB 2022-263 MINUTES.PDF
CB 2022-263 STAFF REPORT.PDF
CB 2022-263.PDF

8. Consent Agenda

1. Minutes Of March 21, 2022 City Council Meeting

Documents:

MARCH 21, 2022.PDF

2. COUNCIL BILL NO. 2022-114
AN ORDINANCE approving an Agreement and Work Authorization with Olsson in the not to exceed amount of One Hundred Fifty-Eight Thousand Eight Hundred and 00/100 dollars ($158,800.00) for professional engineering services for the development of a Capital Improvements Program (CIP) Masterplan and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin.

Documents:

CB2022-114.PDF

3. COUNCIL BILL NO. 2022-115
AN ORDINANCE adopting parklet policies and procedures.

Documents:

CB2022-115.PDF

4. COUNCIL BILL NO. 2022-117
AN ORDINANCE approving an Agreement and Work Authorization with CJW Transportation Consultants, LLC (CJW) in the not to exceed amount of One Hundred Ten Thousand One Hundred Fifty-One and 00/100 dollars ($110,151.00) for professional engineering consulting services for the Joplin Signal System Study; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin.

Documents:

CB2022-117.PDF

9. **Resolutions**

10. **Ordinances - Emergency**

1. COUNCIL BILL NO. 2022-350
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 lot area located at 2328 Main St. in the City of Joplin, Missouri, for Three Thousand Four Hundred and Four 00/100 Dollars ($ 3,404.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

Documents:

CB 2022-350 SUMMARY.PDF
CB 2022-350 BID.PDF
CB 2022-350 PICTURES.PDF
CB 2022-350.PDF

2. COUNCIL BILL NO. 2022-351
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 lot area located at 323 N. Mineral Ave. in the City of Joplin, Missouri, for Three Thousand Four Hundred Four and 00/100 Dollars ($ 3,404.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

Documents:

CB 2022-351 SUMMARY.PDF
CB 2022-351 BIDS.PDF
CB 2022-351 PICTURES.PDF
CB 2022-351.PDF

3. COUNCIL BILL NO. 2022-352

AN ORDINANCE approving the contract by and between the City of Joplin and Gator Demolition for the demolition of the structure(s) and clearing of lot area located at 213 E 14TH St. in the City of Joplin, Missouri, for Three Thousand Eight Hundred and 00/100 Dollars ($3,800.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

Documents:

CB 2022-352 SUMMARY.PDF
CB 2022-352 BIDS.PDF
CB 2022-352 PICTURES.PDF
CB 2022-352.PDF

4. COUNCIL BILL NO. 2022-509
AN ORDINANCE approving the First Amendment to Cooperative Agreement among the City of Joplin, Missouri, the 32nd Street Place Community Improvement District, and Woodsonia Joplin, LLC; authorizing the City Manager to execute said Amendment on behalf of the City of Joplin; and containing an emergency clause.

Documents:

CB 2022-509 SUMMARY FIRST AMENDMENT TO 32ND STREET PLACE CID.PDF
CB 2022-509 ORDINANCE APPROVING AMENDMENT TO 32ND STREET PLACE COOPERATIVE AGREEMENT.PDF
CB 2022-509 EXHIBIT A FIRST AMENDMENT TO COOPERATIVE AGREEMENT.PDF
CB 2022-509 CID PUBLIC IMPROVEMENTS EXHIBIT.PDF

5. COUNCIL BILL NO. 2022-604
AN ORDINANCE approving a Recruitment Incentive Program designed to attract police applicants, and containing an emergency clause.

Documents:

SUMMARY ITEM 2022-604_RECRUITMENT INCENTIVE PROGRAM.PDF
RECRUITMENT INCENTIVE PROGRAM OVERVIEW - 2022.PDF
RECRUITMENT INCENTIVE PROGRAM AGREEMENT 2022.PDF
CB2022-604REFERRAL AGREEMENT.PDF
CB2022-604BILL.PDF

11. Ordinances - First Reading

1. COUNCIL BILL NO. 2022-120
AN ORDINANCE approving an Agreement with SFS Architecture in the not to exceed amount of One Hundred Ninety-Nine Thousand Eight Hundred Eighty and 00/100 dollars ($199,880.00) for professional consulting services for the development of a City of Joplin Facilities Masterplan and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin.

Documents:

CB2022-120SUMMARY.PDF
CB2022-120 SCORE SHEET.PDF
CB2022-120 SFS CONSULTANT AGREEMENT.PDF
CB2022-120 FACILITIES LIST.PDF
CB2022-120BILL.PDF

2. COUNCIL BILL NO. 2022-264
AN ORDINANCE establishing grades and accepting the Final Plat of Drury 2nd Subdivision located at the Northeast Corner of S. Range Line Rd. and E. 36th St. City of Joplin, Jasper County, Missouri.

Documents:

CB2022-264SUMMARY.PDF
CB 2022-264 MINUTES.PDF
CB 2022-264- FINAL PLAT.PDF
CB 2022-264 STAFF REPORT.PDF
2022-264.PDF

3. COUNCIL BILL NO. 2022-508
AN ORDINANCE repealing Section 106-62, Plan Review and Permit Fees, Article III, Improvement Permits, of Chapter 106, Streets, Sidewalk and Other Public Places, of the Code of Ordinances of the City of Joplin and enacting in lieu thereof a new Section 106-62, Plan Review and Permit Fees, Article III, Improvement Permits, of Chapter 106, Streets, Sidewalks and Other Public Places, of the Code of Ordinances of the City of Joplin to implement certain fee changes; and setting a date when this Ordinance shall become effective.

Documents:

CB 2022-508 SUMMARY CHAPTER 106 STREETS SIDEWALKS OTHER PUBLIC PLACES CODE FEE CHANGES.PDF
CB 2022-508 CHAPTER 106 STREETS SIDEWALKS AND OTHER PUBLIC PLACES FEE CHANGES.PDF

4. COUNCIL BILL NO. 2022-603
AN ORDINANCE approving an UPGRADE agreement by and between the City of Joplin and Central Square Technologies, LLC., to cover the annual software payment and related conversion fees for the Public Safety software and related systems as budgeted in the Annual Budget of the City of Joplin for the Fiscal Year 2021-2022 as adopted by Council Bill 2021-523 on October 18, 2021.

Documents:

CB2022-603SUMMARY.PDF
JOPLIN POLICE DEPARTMENT PRO AGREEMENT (HYBRID) V1.1 2.28.22 CLEAN COPY.PDF
JOPLIN POLICE DEPARTMENT DEMS AGREEMENT V1.1 2.28.22 CLEAN COPY.PDF
CB2022-603 COJ CENTRAL SQUARE UPGRADE TO PROSUITE.PDF

12. **Ordinances - Second Reading And Third Reading**

    1. COUNCIL BILL NO. 2022-119
       AN ORDINANCE approving a Contract by and between the City of Joplin and Matrix Consulting Group, Ltd. to perform a Benchmark Study in the not to exceed amount of Ninety-Nine Thousand and 00/100 Dollars ($99,000.00) for consulting services; authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; on an emergency basis.

       Documents:

       CB2022-119.PDF

13. **Unfinished Business**

14. **New Business**

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 10:15 AM on this 4TH day of APRIL 2022, (RSMo 610.020)

The City of Joplin is committed to comply with the Americans Disability Act. The Joplin City Council Chambers is wheelchair accessible. Request for reasonable special accommodations must be made 48 hours prior to the meeting. Please email the City Clerk's office at hnagy@joplinmo.org or call (417) 624-0820 ext. 1220 for assistance.

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 2022-257 - Annexation

MEETING DATE:
April 4, 2022

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, City Manager-Nicholas Edwards.

SUMMARY REQUEST:
Case 016-22: 1949 Snowberry Lane. - A request to voluntarily annex property into the City of Joplin. - Ozark Center.

BACKGROUND:
Ozarks Center is seeking to voluntarily annex approximately 43 acres of property along E. 20th St. into the City of Joplin. The intent would be for this property to be connected to City Sewer.

PLANNING & ZONING COMMISSION TESTIMONY:
Vicki Measler, Chief Administrator of Officer of the Ozark Center. Our plan is to rebuild the cottages, there are three. We did purchase the property from Big Brothers July 2021.

PUBLIC COMMENT:
None.

RECOMMENDATIONS:
Staff recommends approval for Case 016-22.
Planning & Zoning Commission recommends approval for Case 016-22 (7 Favor, 0 Nay)

ATTACHMENTS
CB 2022-257, Staff Planning Report, P&Z Commission Minutes

CB 2022-257

Case 016-22: 1949 Snowberry Lane. - A request to voluntarily annex property into the City of Joplin. - Ozark Center.

Vicki Measler, Chief Administrator of Officer of the Ozark Center. This is a little bit of history on Turn-around Ranch. We leased the property in 1989 from Big Brothers Inc., we have had psychiatric behavior hall resident treatment center for children since that day. Property buildings are in need of significant repair. Our plan is to rebuild the cottages, there are three. We did purchase the property from Big Brothers July 2021.

Ms. Brueckner-Sears asked if there was anyone that would like to speak in favor of this case? There were not. There was no opposition

MR. EASTMAN MOVED, SECONDED BY MS. STEELE THAT CASE 016-22 BE FORWARDED TO THE CITY COUNCIL WITH THE RECOMMENDATION FOR APPROVAL. MOTION CARRIED WITH MS. BRUECKNER-SEARS, MR. EASTMAN, MR. MCCULLOUGH, MS. STEELE, MR. KIMBLE, MS. WARREN, AND MS. PHILLIPS "AYE" (7 IN FAVOR, 0 NAYS)

Z&P Meeting: March 14, 2022
City Council Meeting: April 4, 2022

JOPLIN

PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

STAFF PLANNING REPORT
Voluntary Annexation

CASE 016-22 A request to voluntarily annex property into the City of Joplin

LOCATION 1949 Snowberry Ln.

APPLICANT Ozark Center

EXISTING CONDITIONS

Zoning	Land Use	Property Size
N/A (Jasper County, MO)	Medical/Residential Facility	Approximately 43 acres

DISCUSSION

Ozarks Center is seeking to voluntarily annex approximately 43 acres of property along E. 20th St. into the City of Joplin. The intent would be for this property to be connected to City Sewer.

Staff recommends approval of Case 016-22.

ENCLOSURES

- Map of area to be annexed
- Application

BEFORE THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI

PETITION FOR VOLUNTARY ANNEXATION
PURSUANT TO 71.012, RSMO., 1994

TO WHOM IT MAY CONCERN:

Pursuant to the terms of V.A.M.S. 71.02, the undersigned, being all of the owners of fee interests of record in all tracts of real property attached hereto and incorporated herein as Exhibit "A", do hereby request the voluntary annexation of said land to the City of Joplin, Missouri.

Vicky Mieseler, Chief Administrative Officer of Ozark Center

01/28/22

STATE OF Missouri)
) ss:
COUNTY OF Jasper)

On this 28th day of January 2022 before me appeared Vicky Mieseler, to me known to be the Chief Administrative Officer of Ozark Center, and the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was singed and sealed on behalf of said corporation by authority of its Board of Directors of the consideration stated therein and no other, and said Vicky Mieseler acknowledged said instrument to be the free act and deed of said corporation, and that the allegations contained therein are true.

IN TESTIMONY WHEREOF, I have hereunto set by hand and affixed by official seal, in the County and State aforesaid, the day and year first above written.

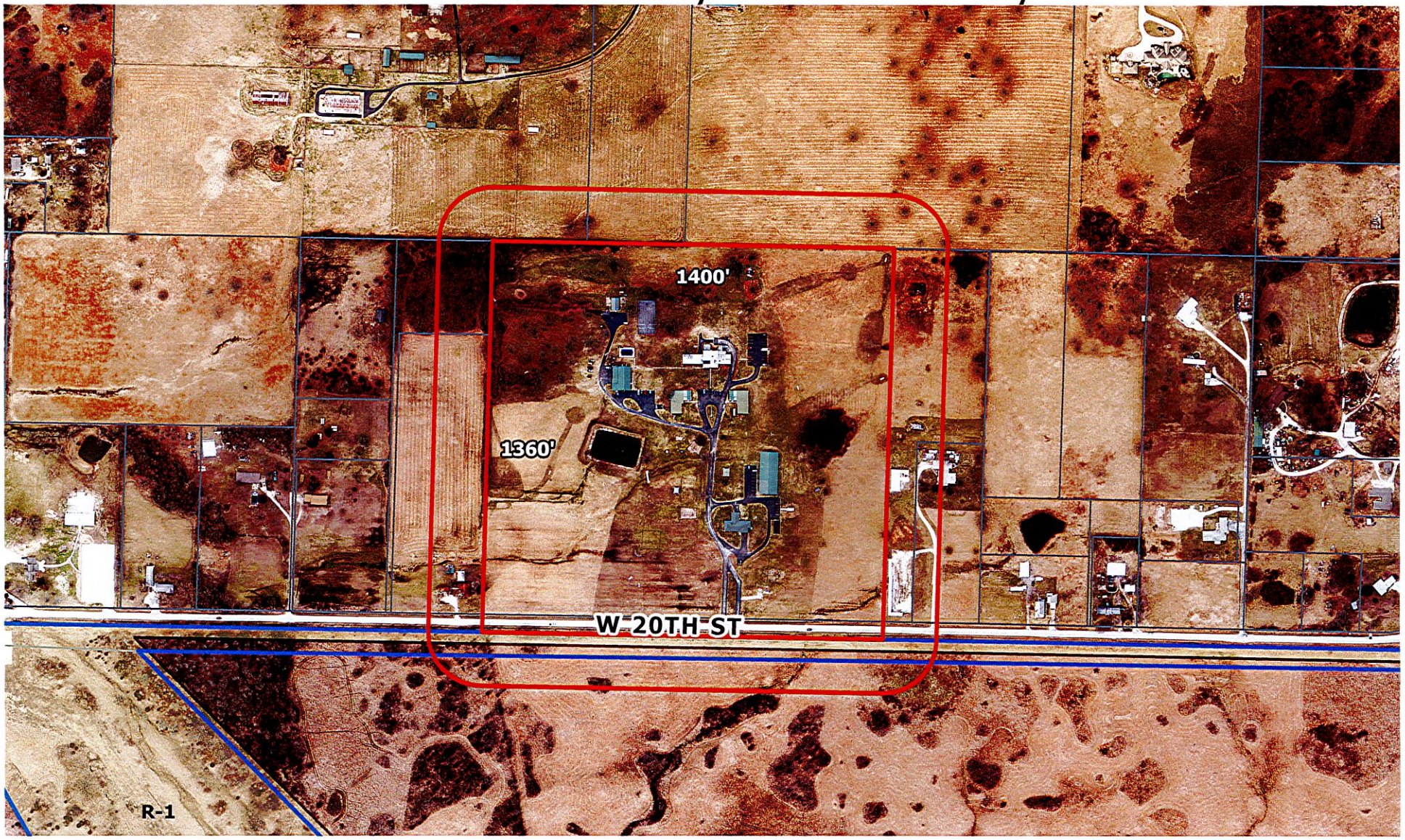
My commission expires: 04/24/2023.

Neina C. Bellm

Notary Public

NEINA C. BELLM
Notary Public – Notary Seal
STATE OF MISSOURI
Newton County
My Commission Expires Apr. 24, 2023
Commission #98439906

Case 016-22: 1949 Snowberry Lane - Voluntary Annexation



Case 016-22: 1949 Snowberry Lane. - A request to voluntarily annex property into the City of Joplin. - Ozark Center.

Joplin City Limits

0 190 380 760 1,140 1,520 Feet

N

P & Z Case 016-22
(P & Z Recommended Approval)
Ozark Center

COUNCIL BILL NO. 2022-257 ORDINANCE NO.

AN ORDINANCE approving the voluntary annexation by the Council of the City of Joplin, Missouri, of property located 1949 Snowberry Lane, Joplin, Jasper County, Missouri.

WHEREAS, pursuant to Section 71.012, RSMo, 2001, as amended, a Petition requesting annexation and signed by the owners of all fee interests in record in the tract of real property described herein, was presented to the governing body of the City of Joplin, Missouri; and,

WHEREAS, pursuant to Section having referred this matter to the Planning and Zoning Commission for Public Hearing thereon and having obtained the favorable recommendation and support of said annexation; and,

WHEREAS, having held a Public Hearing concerning the proposed annexation not less than fourteen (14) nor more than sixty (60) days after the Petition is received after first having given fifteen (15) days' notice of the Hearing in the Joplin Globe; and,

WHEREAS, after said Public Hearing, the City of Joplin determines that the annexation is reasonable and necessary to the proper development of the City of Joplin, and that the City of Joplin has the ability to furnish normal municipal services to the area to be annexed within a reasonable time; and,

WHEREAS, having received no written objections to the proposed annexation within fourteen (14) days after the Public Hearing.

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

Section 1. That the following described tract of land be and the same is hereby annexed into the City of Joplin, Missouri, said tract of land be described as follows, to-wit:

> In the County of Jasper and State of Missouri (the "Property") to-wit: Lots Three (3), Four (4), Five (5), and Six (6), in Central Grove, an Addition located in the North Half (N ½) of the Southwest Quarter (SW¼), and the Southeast Quarter (SE¼) of the Southwest Quarter (SW¼) and the Southwest Quarter (SW¼) of SE¼ of Section 12, Township 27, Range 34, in Jasper County, Missouri (otherwise referred to as being in the East Half (E ½) of the Southwest Quarter (SW¼) and the Southwest Quarter (SW¼) of the Southeast Quarter (SE¼) of Section 12, Township 27, Range 34.) and All that part of West 20th Street right-of-way lying in Sections 12 and 13 of Township 27 North, Range 34 West of the 5th Principal Base and Meridian in Jasper County, Missouri, within the following limits: Beginning at a point 1972.6 feet East of the Northwest corner of said Section 13, said point being on the West line of Lot 6 in Central Grove addition, thence extending East a distance of 1383.3 feet to the terminus point on the East line of Lot 3 in Central Grove addition. The South line of described right-of-way is contiguous to existing City Limits 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_____, 2022, by a vote of _____.

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 202-258-Street Vacation

MEETING DATE:
April 4, 2022

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, City Manager- Nicholas Edwards.

SUMMARY REQUEST:
Case 017-22: 150 feet south of the intersection of S. Picher Ave. and Junge Blvd. - A request to vacate approximately 150 feet of street right-of-way- Joplin School District.

BACKGROUND:
This vacation is sought to better secure the bus and transportation facility of the Joplin School District that surrounds this stub of S. Picher Ave.

PLANNING & ZONING COMMISSION TESTIMONY:
David Pettit, Director of Facilities with the Joplin Schools. The Joplin Schools owns both sides of the street and seeking to enhance our security for that area. The diesel pumps for our school buses sit right in the middle of that parking lot which are unsecure and has an underground tank.

PUBLIC COMMENT;
None.

FUNDING SOURCE
These payments are included in the FY 2021-22 budget of the Community Planning Fund.

RECOMMENDATION:
Staff recommends approval of Case 017-22.
Planning & Zoning Commission recommends Case 017-22 for approval (7 in favor, 0 Nay).

ATTACHMENTS
CB 2022-258, Staff Planning Report, P&Z Commission Minutes

CB 2022-258

Case 017-22: 150 feet south of the intersection of S. Picher Ave. and Junge Blvd. - A request to vacate approximately 150 feet of street right-of-way- Joplin School District.

David Pettit, Director of Facilities with the Joplin Schools. The Joplin Schools owns both sides of the street and seeking to enhance our security for that area. The diesel pumps for our school buses sit right in the middle of that parking lot which are unsecure and has an underground tank. We are hopefully wanting to move the underground tank above ground and eliminate those in-ground tanks and allow us to move that fuel facility to a more secure location.

Ms. Brueckner-Sears asked if there were any questions from the commissioners?

Mr. Kimble wanted to know if there was a timeline on moving the tanks above ground to a different location?

Mr. Pettit stated that would probably consider that for our capital outlay for 2023-2024.

Ms. Brueckner-Sears asked if there was anyone else that would like to speak in favor of this Case? There was not. Is there any opposition? There was none.

MS. STEELE MOVED, SECONDED BY MR. EASTMAN THAT CASE 017-22 BE FORWARDED TO THE CITY COUNCIL WITH THE RECOMMENDATION FOR APPROVAL. MOTION CARRIED WITH MS. BRUECKNER-SEARS, MR. EASTMAN, MR. MCCULLOUGH, MS. STEELE, MR. KIMBLE, MS. WARREN, AND MS. PHILLIPS "AYE" (7 IN FAVOR, 0 NAYS)

Z&P Meeting: March 14, 2022
City Council Meeting: April 4, 2022

JOPLIN

PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

STAFF PLANNING REPORT
Vacation

CASE 017-22 A request to vacate approximately 150 feet of street right-of-way.

APPLICANT Joplin Schools

REPRESENTATIVE Dave Pettit

LOCATION 150 feet south of the intersection of S. Picher Ave. and Junge Blvd.

EXISTING CONDITIONS

Easement Type(s)	Easement Size
Street Right-of-Way	Approximately 150' x 60'

REASON FOR VACATION

Joplin Schools is wanting to better secure its property that abuts this right-of-way and would like to consolidate its holdings.

UTILITIES CURRENTLY LOCATED IN THE RIGHT-OF-WAY?

Utilities are not currently in the Right-of-Way. Rerouting of utilities is not required to maintain current services to adjoining properties.

UTILITIES PLANNED TO LOCATE IN THE RIGHT-OF-WAY?

No plans for new utilities to be located in the right-of-way.

DISCUSSION

This vacation is sought to better secure the bus and transportation facility of the Joplin School District that surrounds this stub of S. Picher Ave. The existing street does not go through as a portion of it was previously vacated. There is no thru traffic, and Joplin Schools is the only property owner affected by the vacation.

Staff recommends approval of Case 017-22.

ENCLOSURES

- Application
- Map

CITY OF JOPLIN

APPLICATION FOR VACATION OF STREET OR RESERVATION

Return Form and Attachments to:
Planner
Joplin City Hall
602 S. Main Street
Joplin, Missouri 64801
417-624-0820 Ext. 1511
FAX 417-625-4738

For Office Use Only

Case No.: 017-22
Filing Fee: $550.00
Date Advertised:
Date Notices Sent
Public Hearing Date: 3-14-22

I. Applicant Name: Joplin Schools c/o Dave Pettit Phone: 417 625 5300

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

Address: 1301 S. Picher Ave Email: davepettit@joplinschools.org

II. Type of vacation requested (check one):

Street Vacation ✓

Alley Vacation

Utility Vacation

Other (Please specify)

III. Location of street, alley, utility easement, or other reservation: S. Picher Ave; 13th St South to RR right of way

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

1. Private rights will not be injured or endangered by the vacation. Joplin Schools owns both adjacent sides of the request area

2. The vacation will not cause the public to suffer a loss or inconvenience. Current street is a dead end non-thorough fare

3. In justice to the applicant(s) the vacation should be granted. Allow more secure site for Joplin Schools facilities and transportation

V. Required Attachments:

1. Legal description of the street, alley, or utility easement to be vacated from a deed of record or certified survey. Digital copies are acceptable. Must be legible.

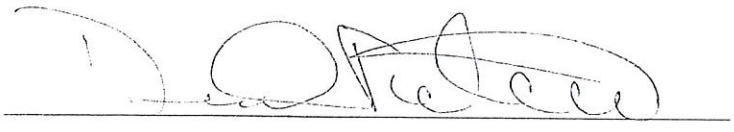
2. Survey or such other drawing acceptable to the Planning / Community Development Manager depicting the street, alley or public reservation sought to be vacated and the properties and property ownerships surrounding said street, alley, or public reservation.

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

4. Completed Utility Comments forms from the following utility companies indicating their consent to vacate the easement. The following companies must be contacted, and their consent received, before the Public Hearing can take place.

Utility	Contact	Email	Phone
AT&T	Jon Fisk	jf4583@att.com	417-529-0840
MoAm Water*	Derec Bass	derec.bass@amwater.com	
MoAm Water*	Trenton Mccarty	trenton.mccarty@amwater.com	
MoAm Water*	Bob Kirby	bob.kirby@amwater.com	
Liberty Utilities (Power)	Jeff Lebeda	jeff.lebeda@libertyutilities.com	417-625-6159
Republic Services (Trash)			(800) 431-1507
Cable One/Sparklight	Keri Bledsoe	keri.bledsoe@sparklight.biz	
Spire Energy (Gas)**	Ken Stegall	ken.stegall@spireenergy.com	
Spire Energy (Gas)**	Mandy Butkovich	mandy.butkovich@spireenergy.com	816-472-3767
City Sanitary Sewer	Chris Parker	cparker@joplinmo.org	417-624-0820 x1584
City Stormwater	Steven Martinez	smartine@joplinmo.org	417-624-0820 x1531

*Must contact ALL contacts at MoAm Water.
**Must contact BOTH contacts at Spire Energy.

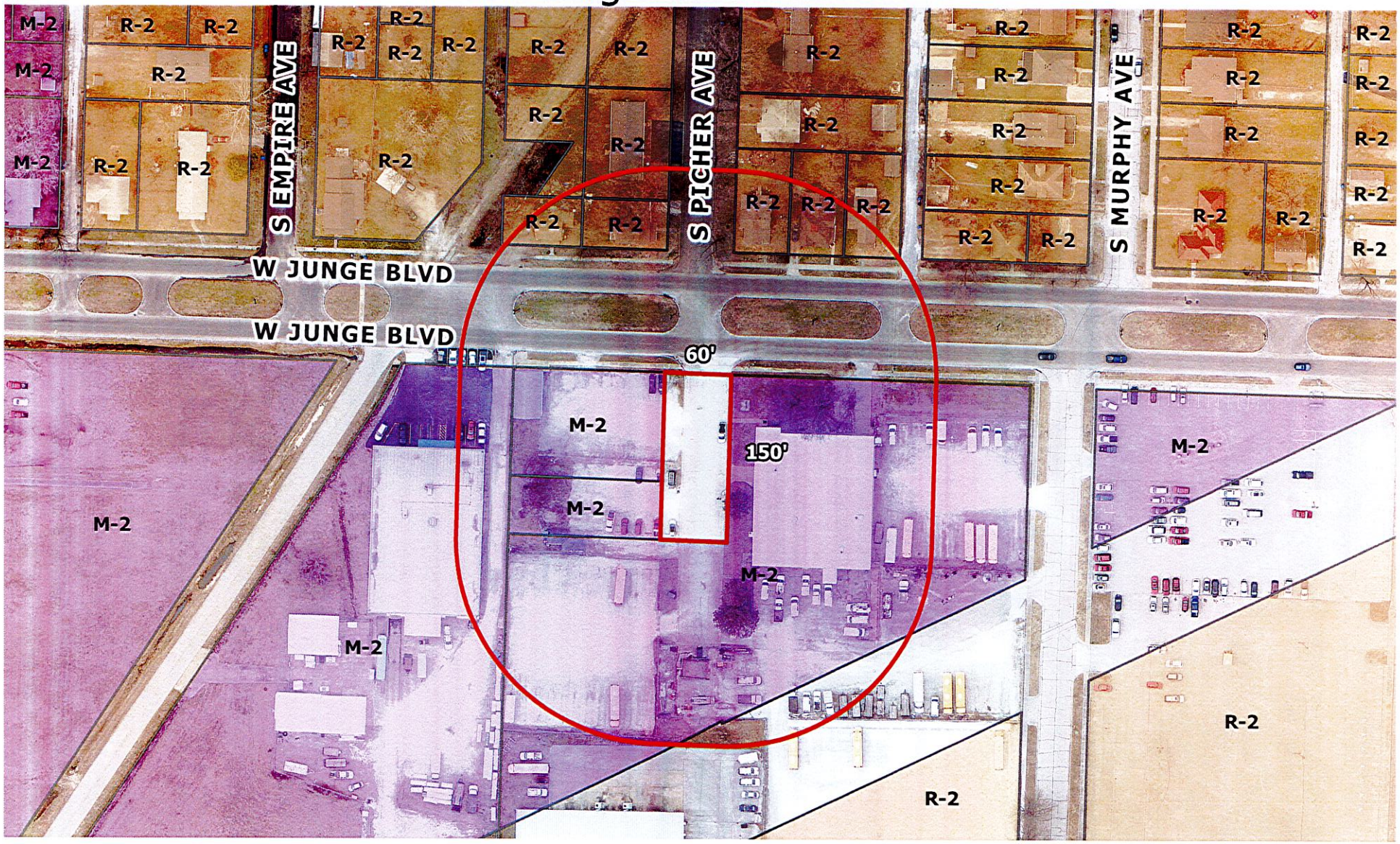


Signature

1/28/22

Date

Case 017-22: 150 feet south of the intersection of S. Picher Ave. and Junge Blvd. - Vacation



Case 017-22: 150 feet south of the intersection of S. Picher Ave. and Junge Blvd. - A request to vacate approximately 150 feet of street right-of-way.

N

0 50 100 200 300 400 Feet

P & Z Case 017-22
Joplin School District
(P & Z Recommended Approval)

COUNCIL BILL NO. 2022-258 ORDINANCE NO.

AN ORDINANCE providing to vacate approximately 150 feet of S. Picher Ave. south of Junge Blvd., City of Joplin, Jasper County, Missouri.

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

Section 1. That all that part of all that part of Picher Avenue between the South right-of-way line of Junge Blvd. and the North line of the St. Louis and San Francisco Railroad, all in the Northeast Quarter of the Southwest Quarter of Section 10, Township 27, Range 33 in the City of Joplin, Jasper County, Missouri

City of Joplin, Jasper County, Missouri described as follows is hereby vacated, conveyed, relinquished, and reverted to the owners of the abutting lots and land:

> All that part of Picher Avenue between the South right-of-way line of Junge Blvd. and the North line of the St. Louis and San Francisco Railroad, all in the Northeast Quarter of the Southwest Quarter of Section 10, Township 27, Range 33 in the City of Joplin, Jasper County, Missouri.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2022, by a vote of _____.

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM: CB 2022-259 - Annexation

MEETING DATE:
April 4, 2022

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, City Manager-Nicholas Edwards.

SUMMARY REQUEST:
Case 018-22: 4005 W. 32nd St. - A request to voluntarily annex property into the City of Joplin. - Director of Public Works

BACKGROUND:
As part of the out-of-town sewer agreement executed in 2009, the Public Works Director of the City of Joplin is exercising his power of attorney to voluntarily annex this property into the City now that the property is contiguous to the City Limits of the City of Joplin.

PLANNING & ZONING COMMISSION TESTIMONY:
This first case is in Newton County currently and is home to several duplex type units on the corner of 32nd St. and Crane Drive. It is contiguous along the south right-of-way line of 32nd St. At this time, the city requests it be annexed into the corporate limits of the City of Joplin.

PUBLIC COMMENT:
None.

RECOMMENDATIONS:
Staff recommends approval for Case 018-22.
Planning & Zoning Commission recommends approval for Case 018-22 (7 Favor, 0 Nays)

ATTACHMENTS
CB 2022-259, Staff Planning Report, P&Z Commission Minutes

CB 2022-259

Case 018-22: 4005 W. 32nd St. - A request to voluntarily annex property into the City of Joplin. - Director of Public Works

This first case is in Newton County currently and is home to several duplex type units on the corner of 32nd St. and Crane Drive. It is contiguous along the south right-of-way line of 32nd St. At this time, the city requests it be annexed into the corporate limits of the City of Joplin.

Ms. Brueckner-Sears asked if the Commissioners had any questions? They did not. There was no one to speak in favor or opposition to this case.

MR. KIMBLE MOVED, SECONDED BY MR. EASTMAN THAT CASE 018-22 BE FORWARDED TO THE CITY COUNCIL WITH THE RECOMMENDATION FOR APPROVAL. MOTION CARRIED WITH MS. BRUECKNER-SEARS, MR. EASTMAN, MR. MCCULLOUGH, MS. STEELE, MR. KIMBLE, MS. WARREN, AND MS. PHILLIPS "AYE" (7 IN FAVOR, 0 NAYS)

Z&P Meeting: March 14, 2022
City Council Meeting: April 4, 2022

JOPLIN

PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

STAFF PLANNING REPORT
Voluntary Annexation

CASE 018-22 A request to voluntarily annex property into the City of Joplin

LOCATION 4005 W. 32nd St.

APPLICANT Director of Public Works

EXISTING CONDITIONS

Zoning	Land Use	Property Size
N/A (Newton County, MO)	Multi-family	Approximately 5 acres

DISCUSSION

As part of the out-of-town sewer agreement executed in 2009, the Public Works Director of the City of Joplin is exercising his power of attorney to voluntarily annex this property into the City now that the property is contiguous to the City Limits of the City of Joplin.

Staff recommends approval of Case 018-22.

ENCLOSURES

- Map of area to be annexed
- Application

BEFORE THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI

PETITION FOR VOLUNTARY ANNEXATION PURSUANT TO 71.012, RSMO., 1994

TO WHOM IT MAY CONCERN:

Pursuant to the terms of V.A.M.S. 71.02, the undersigned, being all of the owners of fee interests of record in all tracts of real property attached hereto and incorporated herein as Exhibit "A", do hereby request the voluntary annexation of said land to the City of Joplin, Missouri.

David K. Hertzberg

David K. Hertzberg - Director of Public Works

STATE OF Missouri)
) ss:
COUNTY OF Jasper)

On this 21st day of March 2022, before me appeared David K. Hertzberg, to me known to be the Director of Public Work of the City of Joplin, and the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its City Council of the consideration stated therein and no other, and said _____ acknowledged said instrument to be the free act and deed of said corporation, and that the allegations contained therein are true.

KIMBERLY S. HOUNSCHELL
Notary Public - Notary Seal
STATE OF MISSOURI
Jasper County
My Commission Expires: July 20, 2024
Commission # 12536153

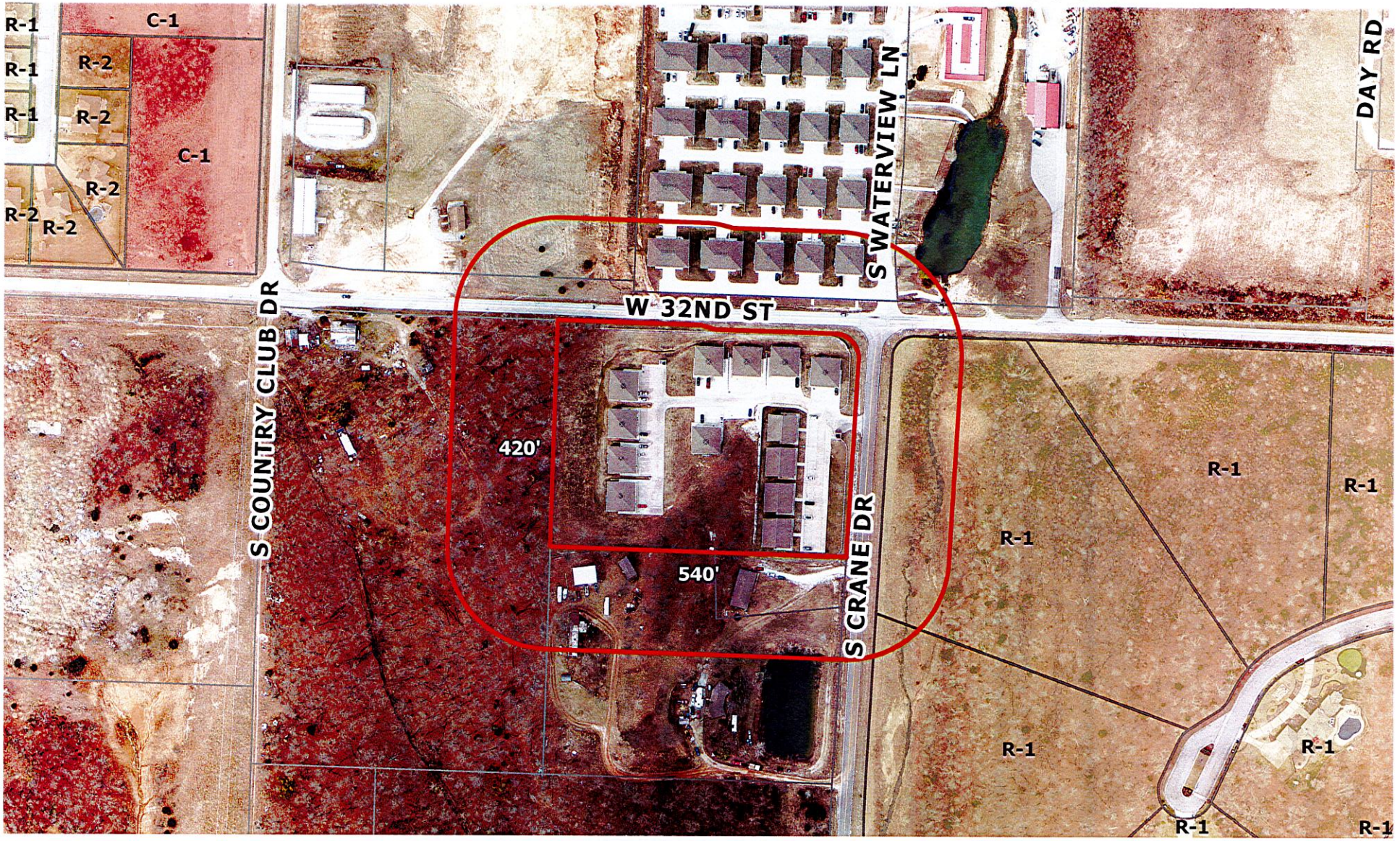
IN TESTIMONY WHEREOF, I have hereunto set by hand and affixed by official seal, in the County and State aforesaid, the day and year first above written.

Notary Public Kimberly S. Hounschell

My commission expires: 7-20-2024

KIMBERLY S. HOUNSCHELL
Notary Public - Seal
STATE OF MISSOURI
Jasper County
My Commission Expires: July 20, 2024
Commission # 12536153

Case 018-22: 4005 W. 32nd St. - Annexation



Case 018-22: 4005 W. 32nd St. - A request to voluntarily annex property into the City of Joplin. - Director of Public Works

N

0 100 200 400 600 800 Feet

P & Z Case 018-22
(P & Z Recommended Approval)
Director-Public Works

COUNCIL BILL NO. 2022-259 ORDINANCE NO.

AN ORDINANCE approving the voluntary annexation by the Council of the City of Joplin, Missouri, of property located 4005 W. 32nd Street, Joplin, Newton County, Missouri.

WHEREAS, pursuant to Section 71.012, RSMo, 2001, as amended, a Petition requesting annexation and signed by the owners of all fee interests in record in the tract of real property described herein, was presented to the governing body of the City of Joplin, Missouri; and,

WHEREAS, pursuant to Section having referred this matter to the Planning and Zoning Commission for Public Hearing thereon and having obtained the favorable recommendation and support of said annexation; and,

WHEREAS, having held a Public Hearing concerning the proposed annexation not less than fourteen (14) nor more than sixty (60) days after the Petition is received after first having given fifteen (15) days' notice of the Hearing in the Joplin Globe; and,

WHEREAS, after said Public Hearing, the City of Joplin determines that the annexation is reasonable and necessary to the proper development of the City of Joplin, and that the City of Joplin has the ability to furnish normal municipal services to the area to be annexed within a reasonable time; and,

WHEREAS, having received no written objections to the proposed annexation within fourteen (14) days after the Public Hearing.

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

Section 1. That the following described tract of land be and the same is hereby annexed into the City of Joplin, Missouri, said tract of land be described as follows, to-wit:

Commencing at the Northwest corner of Section 20, Township 27, Range 33, Newton County, Missouri, Thence South along the West line of Section 20, 25.0 feet Thence North 89 degrees 34 minutes 24 seconds East 525.67 feet to the point of beginning, Thence North 89 degrees 34 minutes 24 seconds East 529.14 feet, Thence South 0 degrees 31 minutes 59 seconds West 413.54 feet, Thence South 89 degrees 34 minutes 24 seconds West 525.29 feet, Thence North 413.50 feet to point of beginning., Joplin, Newton County, 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_____, 2022, by a vote of _____.

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM: CB 2022-260 - Annexation

MEETING DATE:
April 4, 2022

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, City Manager-Nicholas Edwards.

SUMMARY REQUEST:
Case 019-22: 3031 N. Arizona Ave. - A request to voluntarily annex property into the City of Joplin. – Director of Public Works

BACKGROUND:
As part of the out-of-town sewer agreement executed in 2005, the Public Works Director of the City of Joplin is exercising his power of attorney to voluntarily annex this property into the City now that the property is contiguous to the City Limits of the City of Joplin.

PLANNING & ZONING COMMISSION TESTIMONY:
Keegan Stanton, 602 S. Main St., Joplin, MO, this is the second request for the voluntary annexations from the Director of Public Works. This property is in Jasper County just off to east of Main Street, more near Minnesota Ave, but does have an address of 3031 N. Arizona Ave. and is contiguous with the city on the east property line and is approximately five acres.

Ms. Phillips stated she was surprised to see this case on the agenda, and do we have other agreements with other property owners in this addition?

Mr. Stanton stated to his knowledge no.

PUBLIC COMMENT:
None.

RECOMMENDATIONS:
Staff recommends approval for Case 019-22.
Planning & Zoning Commission recommends approval for Case 019-22 (7 Favor, 0 Nays)

ATTACHMENTS
CB 2022-260, Staff Planning Report, P&Z Commission Minutes

CB 2022-260

Case 019-22: 3031 N. Arizona Ave. - A request to voluntarily annex property into the City of Joplin. - Director of Public Works

Keegan Stanton, 602 S. Main St., Joplin, MO, this is the second request for the voluntary annexations from the Director of Public Works. This property is in Jasper County just off to east of Main Street, more near Minnesota Ave, but does have an address of 3031 N. Arizona Ave. and is contiguous with the city on the east property line and is approximately five acres.

Ms. Phillips stated she was surprised to see this case on the agenda, and do we have other agreements with other property owners in this addition?

Mr. Stanton stated to his knowledge no.

Ms. Brueckner-Sears asked if there were any other questions? There were not. There was not anyone to speak in favor or in opposition to this case.

MR. EASTMAN MOVED, SECONDED BY MS. WARREN THAT CASE 019-22 BE FORWARDED TO THE CITY COUNCIL WITH THE RECOMMENDATION FOR APPROVAL. MOTION CARRIED WITH MS. BRUECKNER-SEARS, MR. EASTMAN, MR. MCCULLOUGH, MS. STEELE, MR. KIMBLE, MS. WARREN, AND MS. PHILLIPS "AYE" (7 IN FAVOR, 0 NAYS)

Z&P Meeting: March 14, 2022
City Council Meeting: April 4, 2022

JOPLIN

PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

STAFF PLANNING REPORT
Voluntary Annexation

CASE 019-22 A request to voluntarily annex property into the City of Joplin

LOCATION 3031 N. Arizona Ave.

APPLICANT Director of Public Works

EXISTING CONDITIONS

Zoning	Land Use	Property Size
N/A (Jasper County, MO)	Multi-family	Approximately 5 acres

DISCUSSION

As part of the out-of-town sewer agreement executed in 2005, the Public Works Director of the City of Joplin is exercising his power of attorney to voluntarily annex this property into the City now that the property is contiguous to the City Limits of the City of Joplin.

Staff recommends approval of Case 019-22.

ENCLOSURES

- Map of area to be annexed
- Application

BEFORE THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI

PETITION FOR VOLUNTARY ANNEXATION PURSUANT TO 71.012, RSMO., 1994

TO WHOM IT MAY CONCERN:

Pursuant to the terms of V.A.M.S. 71.02, the undersigned, being all of the owners of fee interests of record in all tracts of real property attached hereto and incorporated herein as Exhibit "A", do hereby request the voluntary annexation of said land to the City of Joplin, Missouri.

David K. Hertzberg

David K. Hertzberg - Director of Public Works

STATE OF Missouri)
) ss:
COUNTY OF Jasper)

On this 21st day of March 20 22, before me appeared David K. Hertzberg, to me known to be the Public Works Director of City of Joplin, and the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its city council of the consideration stated therein and no other, and said _____ acknowledged said instrument to be the free act and deed of said corporation, and that the allegations contained therein are true.

KIMBERLY S. HOUNSCHELL
Notary Public - Notary Seal
STATE OF MISSOURI
Jasper County
My Commission Expires: July 20, 2024
Commission # 12536153

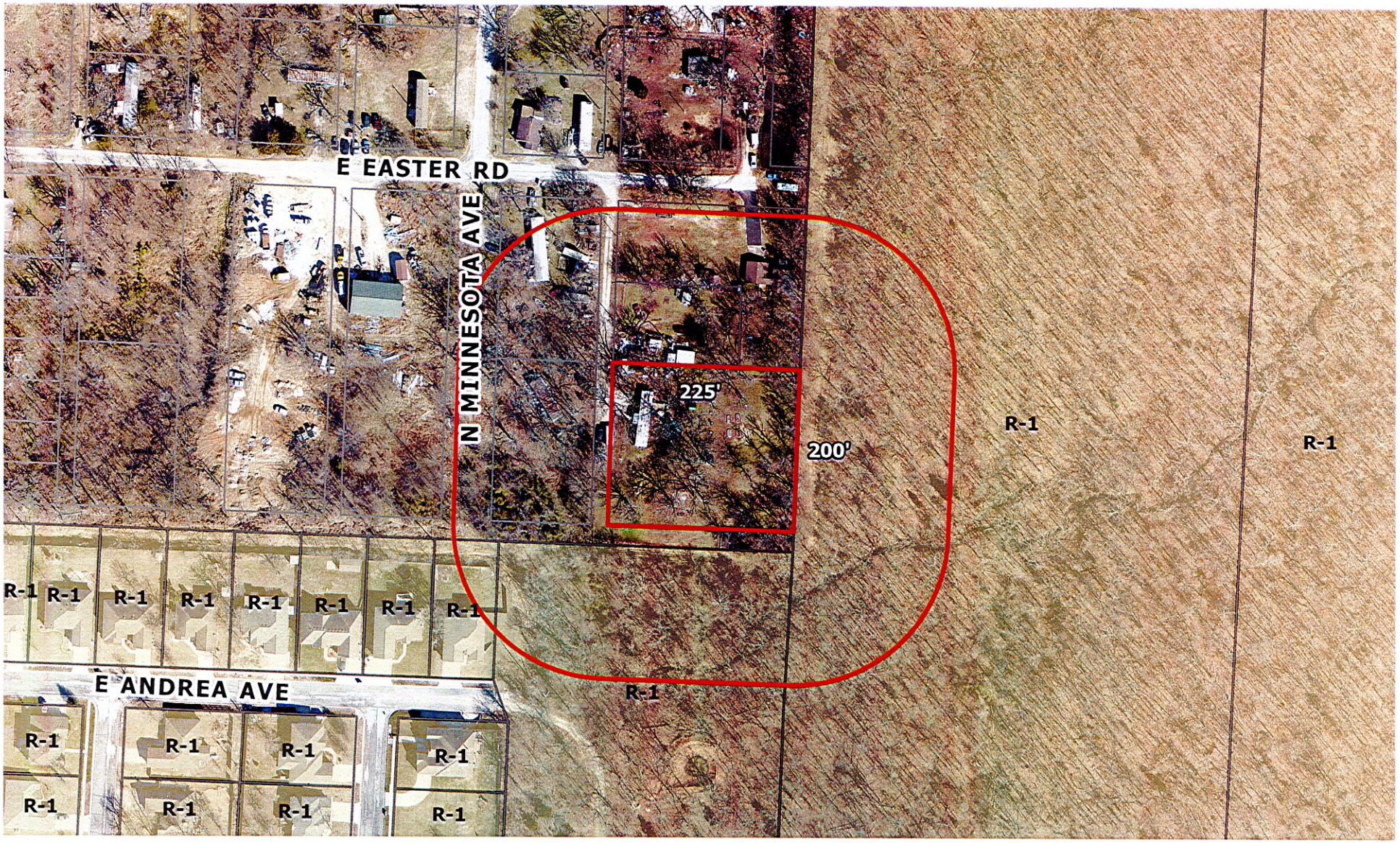
IN TESTIMONY WHEREOF, I have hereunto set by hand and affixed by official seal, in the County and State aforesaid, the day and year first above written.

Notary Public Kimberly S. Hounschell

My commission expires: 7-20-2024

KIMBERLY S. HOUNSCHELL
Notary Public - Notary Seal
STATE OF MISSOURI
Jasper County
My Commission Expires: July 20, 2024
Commission # 12536153

Case 019-22: 3031 N. Arizona Ave. - Annexation


E EASTER RD
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P & Z Case 019-22
(P & Z Recommended Approval)
Director-Public Works

COUNCIL BILL NO. 2022-260 ORDINANCE NO.

AN ORDINANCE approving the voluntary annexation by the Council of the City of Joplin, Missouri, of property located 3031 N Arizona Ave., Joplin, Jasper County, Missouri.

WHEREAS, pursuant to Section 71.012, RSMo, 2001, as amended, a Petition requesting annexation and signed by the owners of all fee interests in record in the tract of real property described herein, was presented to the governing body of the City of Joplin, Missouri; and,

WHEREAS, pursuant to Section having referred this matter to the Planning and Zoning Commission for Public Hearing thereon and having obtained the favorable recommendation and support of said annexation; and,

WHEREAS, having held a Public Hearing concerning the proposed annexation not less than fourteen (14) nor more than sixty (60) days after the Petition is received after first having given fifteen (15) days' notice of the Hearing in the Joplin Globe; and,

WHEREAS, after said Public Hearing, the City of Joplin determines that the annexation is reasonable and necessary to the proper development of the City of Joplin, and that the City of Joplin has the ability to furnish normal municipal services to the area to be annexed within a reasonable time; and,

WHEREAS, having received no written objections to the proposed annexation within fourteen (14) days after the Public Hearing.

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

Section 1. That the following described tract of land be and the same is hereby annexed into the City of Joplin, Missouri, said tract of land be described as follows, to-wit:

All of lots numbered six (6), seven (7), eight (8), nine (9), and ten (10) in North Joplin Addition located on the North Half (N1/2) of the Southwest Quarter (SW1/4) of Section twenty-six (26), Township twenty-eight (28), Ran e thirty-three (33), in Jasper County, 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_____, 2022, by a vote of _____.

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Holly Nagy, City Clerk APPROVED

AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM: CB 2022-261 - Annexation

MEETING DATE:
April 4, 2022

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, City Manager-Nicholas Edwards.

SUMMARY REQUEST:
Case 020-22: All of Lots Numbered One (1) thru Sixty (60) inclusive in Summit Ridge Plat 1 – A request to voluntarily annex property into the City of Joplin. - Director of Public Works.

BACKGROUND:
As part of the out-of-town sewer agreement executed in 2007, the Public Works Director of the City of Joplin is exercising his power of attorney to voluntarily annex this property into the City now that the property is contiguous to the City Limits of the City of Joplin.

PLANNING & ZONING COMMISSION TESTIMONY:
Keegan Stanton, 602 S. Main St., Joplin, MO. This will be the third case for voluntary annexation. Again, this is an agreement signed with the developer for the Summit Ridge neighborhood. The agreement was executed in 2007, and now that we are contiguous on the south east side of the property which is approximately twenty-seven acres, the city is requesting it be brought into the corporate limits.

Mr. Kimble asked Mr. Stanton if he knew what the price difference would be for sewer and trash? Changing over the services?

Mr. Stanton stated that there is a 30% service change they currently pay for being outside the city limits will be removed from their monthly sewer bill.

PUBLIC COMMENT:
Jay Marlay, 2601 W. Summit, Joplin, MO. To speak about some of the questions about the trash and sewer bills which is currently $47.00-month flat fee that will dropped to $36.00 if we are annexed into the city limits. The trash is about $12.00 and currently paying $14.00. They do have a $5.00 fee for extra poly carts. Mr. Marlay represented about 29-30 members of the subdivision that are in opposition to the annexation. We do realize it is based on the sewer agreement of 2007 with Mr. Moore. The reasoning for the opposition is we have created a community. We have a hill that is extremely bad and Special Roads Districts has taken care of us. During inclement weather, other subdivisions have complained that they cannot get out and we have a special relationship with the Special Roads District.

Ms. Phillips stated that since the City Attorneys office is here, will you explain to us what happens if people do not want to come in.

Jordan Paul, Assistant City Attorney stated that Mr. Stanton covered it pretty well. The out-of-town sewer agreements that are used by Public Works, every one contains a series of clauses that deal with annexation. They generally provide a variety of reasons of why the city cannot extend services, but when the city gets to that point where they feel they can extend services or just wants to exercise that right. It is a recorded document, and the owner should be aware of this through any owner's title work it should be in there when they purchase their property.

Ms. Phillips stated that when people bought their property, they would have seen this in the title search, correct?

Mr. Paul stated that was correct

Aaron Smith, 4010 Miles Ct., Joplin MO and acknowledging the agreement in place and certainly, admit that it does have language that owners not to protest this annexation, the real issue today is the lack of notice. It was chance that I found out about this meeting today.
I would ask you to consider the process for future annexations or for future homeowners that may potentially be a citizen of the City of Joplin.

RECOMMENDATIONS:
Staff recommends approval for Case 020-22.
Planning & Zoning Commission recommends approval for Case 020-22 (7 Favor, 0 Nays)

ATTACHMENTS
CB 2022-261, Staff Planning Report, P&Z Commission Minutes

CB 2022-261

Case 020-22: All of Lots Numbered One (1) thru Sixty (60) inclusive in Summit Ridge Plat 1 – A request to voluntarily annex property into the City of Joplin. - Director of Public Works

Keegan Stanton, 602 S. Main St., Joplin, MO. This will be the third case for voluntary annexation. Again, this is an agreement signed with the developer for the Summit Ridge neighborhood. The agreement was executed in 2007, and now that we are contiguous on the south east side of the property which is approximately twenty-seven acres, the city is requesting it be brought into the corporate limits.

Ms. Phillips wanted to know if the Director of Public Works is aware of the state law about the two-year notice if it is over a certain number of houses for trash pickup and with Waste Corporation, will they be changed over to current services?

Dan Johnson, Assistant Public Works Director, stated that information was passed on to the person that works with the trash companies.

Mr. Kimble asked Mr. Stanton if he knew what the price difference would be for sewer and trash? Changing over the services?

Mr. Stanton stated that there is a 30% service change they currently pay for being outside the city limits will be removed from their monthly sewer bill.

Ms. Brueckner-Sears asked if there were any other questions? There was not anyone to speak in favor of this request.

In opposition of this request was:

Jay Marlay, 2601 W. Summit, Joplin, MO. To speak about some of the questions about the trash and sewer bills which is currently $47.00-month flat fee that will dropped to $36.00 if we are annexed into the city limits. The trash is about $12.00 and currently paying $14.00. They do have a $5.00 fee for extra poly carts. Mr. Marlay represented about 29-30 members of the subdivision that are in opposition to the annexation. We do realize it is based on the sewer agreement of 2007 with Mr. Moore. The reasoning for the opposition is we have created a community. We have a hill that is extremely bad and Special Roads Districts has taken care of us. During inclement weather, other subdivisions have complained that they cannot get out and we have a special relationship with the Special Roads District. We have 14 Doctors, 7 Surgical or Emergency Room people in our subdivision. I currently have 31 Protest Petitions out of the twenty-nine of the fifty-four roof tops that are currently in Summit Ridge.

Mr. Eastman wanted to know if it passed, would your homeowners insurance premiums will go down?

Mr. Marlay stated that it would not. We addressed this topic of conversation back in 2019 and

we reached out to our homeowner's insurance, and it is based off the same percentage as Joplin. What does change for a tax purpose for us is the Redding Mills Fire Department.

Mr. Eastman stated that they would now have Joplin Police protection that you do not have now.

Mr. Marlay stated that was correct. We have County Sheriff now, which is an elected Official.

Mr. Kimble mentioned he had a question. Mr. Marlay, you stated you had twenty-nine or so petitions against out of fifty-four roof tops, which you mentioned all the specialized medical people. Do you know how many of the petitions you have against are in some of those specialized medical positions?

Mr. Marlay stated he did not know off the top of his head.

Ms. Phillips stated that since the City Attorneys office is here, will you explain to us what happens if people do not want to come in. Is it a done deal? She was not sure about the legalities that were signed.

Jordan Paul, Assistant City Attorney stated that Mr. Stanton covered it pretty well. The out-of-town sewer agreements that are used by Public Works, every one contains a series of clauses that deal with annexation. They generally provide a verity of reasons of why the city cannot extend services, but when the city gets to that point where they feel they can extend services or just wants to exercise that right. It is a recorded document, and the owner should be aware of this through any owner's title work it should be in there when they purchase their property.

Ms. Phillips stated that when people bought their property, they would have seen this in the title search, correct?

Mr. Paul stated that was correct.

Mr. Kimble had another question for the city. The city stated that it has enough resources or the ability to extend out to annex these properties. Concerning police and fire being down thirty plus three more recently adding on another section for Officers to patrol, is that enough resources?

Mr. Bolander stated thee is a shortage in every sector, every department in the city. Not only here in Joplin but regionally and all over the country. The police have reviewed this and they feel that they can service this and the other properties on the agenda satisfactorily.

Mr. Marlay wanted to make one last comment. They are aware of the agreement, but we are not saying no, we are saying maybe not yet.

Mr. Kimble stated that he brought forward a relationship they have with the County as far as Sheriff, patrol, etc. people that are taking care of their streets. Could there be an agreement struck where they could say "As a housing development we would like to create an agreement with the County to patrol this area and/or have the choice to bring in a service to clear them streets?"

Mr. Bolander stated he does not want to speak for the Special Roads District, but they encompass a certain area including Joplin. Joplin is the biggest contributor finance-wise to the road district. That maybe a topic of discussion. However, it is likely not possible for County Sheriff to patrol and respond to calls in Joplin, even with our mutual aid agreements.

Ms. Steele had a question for City Staff. Fire protection will be provided by the Fire Station on W. 32nd St. or the one at 34th or 35th and Main St. Are they the two nearest the subdivision?

Mr. Bolander stated they were.

Ms. Brueckner-Sears asked if there was anyone else in opposition?

Aaron Smith, 4010 Miles Ct., Joplin MO and acknowledging the agreement in place and certainly, admit that it does have language that owners not to protest this annexation, the real issue today is the lack of notice. It was chance that I found out about this meeting today. I would ask you to consider the process for future annexations or for future homeowners that may potentially be a citizen of the City of Joplin.

Mr. Eastman asked city staff if they had notified the citizens?

Mr. Bolander mentioned this was the first time we have received concern coming into the city due to an out-of-town sewer agreement. We can do that in the future.

Ms. Brueckner-Sears asked if there was anyone else to speak in opposition to this request. There was not.

Dan Johnson, Assistant Public Works Director, stated that he had had some of the residents ask him about the road situation out there. He pointed out that it is an either-or situation. The city of Joplin Public Works Department and the Joplin Special Roads District has overlapping areas. We work together to maintain and keeping the roads safe. And though we do not usually treat or plow local street, there are certain trouble spots we will look at, and this hill may be one of them.

MR. KIMBLE MOVED, SECONDED BY MS. PHILLIPS THAT CASE 020-22 BE FORWARDED TO THE CITY COUNCIL WITH THE RECOMMENDATION FOR APPROVAL. MOTION CARRIED WITH MS. BRUECKNER-SEARS, MR. EASTMAN, MR. MCCULLOUGH, MS. STEELE, MR. KIMBLE, MS. WARREN, AND MS. PHILLIPS "AYE" (7 IN FAVOR, 0 NAYS)

Z&P Meeting: March 14, 2022
City Council Meeting: April 4, 2022

JOPLIN

PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

STAFF PLANNING REPORT
Voluntary Annexation

CASE 020-22 A request to voluntarily annex property into the City of Joplin

LOCATION Lots 1-60 inclusive in Summit Ridge Plat 1

APPLICANT Director of Public Works

EXISTING CONDITIONS

Zoning	Land Use	Property Size
N/A (Newton County, MO)	Single-family Subdivision	Approximately 27 acres

DISCUSSION

As part of the out-of-town sewer agreement executed in 2007, the Public Works Director of the City of Joplin is exercising his power of attorney to voluntarily annex this property into the City now that the property is contiguous to the City Limits of the City of Joplin.

Staff recommends approval of Case 020-22.

ENCLOSURES

- Map of area to be annexed
- Application

BEFORE THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI

PETITION FOR VOLUNTARY ANNEXATION PURSUANT TO 71.012, RSMO., 1994

TO WHOM IT MAY CONCERN:

Pursuant to the terms of V.A.M.S. 71.02, the undersigned, being all of the owners of fee interests of record in all tracts of real property attached hereto and incorporated herein as Exhibit "A", do hereby request the voluntary annexation of said land to the City of Joplin, Missouri.

David K. Hertzberg

David K. Hertzberg - Director of Public Works

STATE OF Missouri)
) ss:
COUNTY OF Jasper)

On this 21st day of March 20 22, before me appeared David K. Hertzberg, to me known to be the Director of Public Works of _____, and the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its City Council of the consideration stated therein and no other, and said _____ acknowledged said instrument to be the free act and deed of said corporation, and that the allegations contained therein are true.

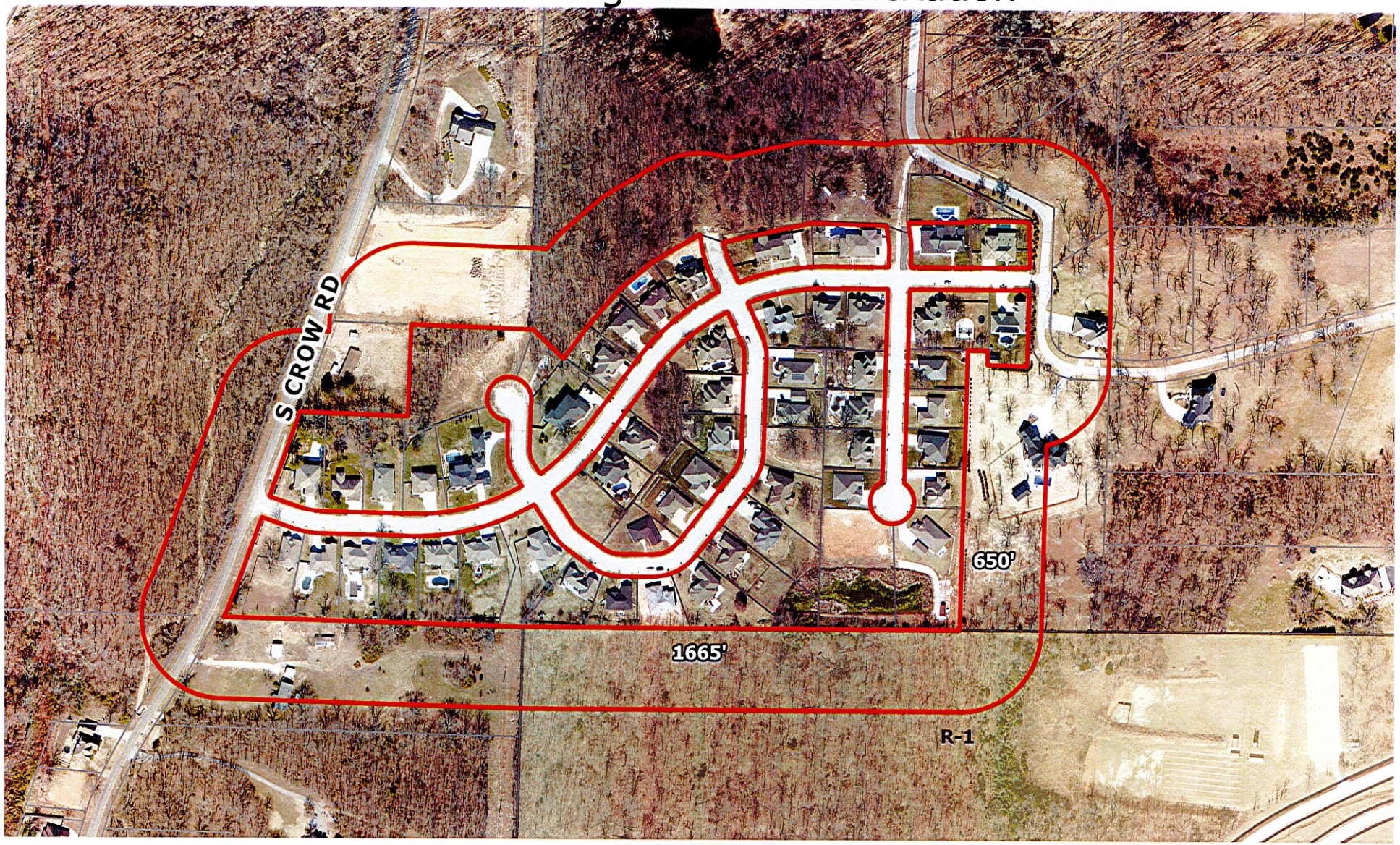
IN TESTIMONY WHEREOF, I have hereunto set by hand and affixed by official seal, in the County and State aforesaid, the day and year first above written.

Notary Public Kimberly S. Hounschell

My commission expires: 7-20-2024

KIMBERLY S. HOUNSCHELL
Notary Public - Notary Seal
STATE OF MISSOURI
Jasper County
My Commission Expires: July 20, 2024
Commission # 12536153

Case 020-22: All of Lots Numbered One (1) thru Sixty (60) inclusive in Summit Ridge Plat 1 - Annexation



Case 020-22: All of Lots Numbered One (1) thru Sixty (60) inclusive in Summit Ridge Plat 1 – A request to voluntarily annex property into the City of Joplin. - Director of Public Works

P & Z Case 020-22
(P & Z Recommended Approval)
Director-Public Works

COUNCIL BILL NO. 2022-261 ORDINANCE NO.

AN ORDINANCE approving the voluntary annexation by the Council of the City of Joplin, Missouri, of property located in Summit Ridge Plat 1- All lots number One (1) thru Sixty (60) Joplin, Newton County, Missouri.

WHEREAS, pursuant to Section 71.012, RSMo, 2001, as amended, a Petition requesting annexation and signed by the owners of all fee interests in record in the tract of real property described herein, was presented to the governing body of the City of Joplin, Missouri; and,

WHEREAS, pursuant to Section having referred this matter to the Planning and Zoning Commission for Public Hearing thereon and having obtained the favorable recommendation and support of said annexation; and,

WHEREAS, having held a Public Hearing concerning the proposed annexation not less than fourteen (14) nor more than sixty (60) days after the Petition is received after first having given fifteen (15) days' notice of the Hearing in the Joplin Globe; and,

WHEREAS, after said Public Hearing, the City of Joplin determines that the annexation is reasonable and necessary to the proper development of the City of Joplin, and that the City of Joplin has the ability to furnish normal municipal services to the area to be annexed within a reasonable time; and,

WHEREAS, having received no written objections to the proposed annexation within fourteen (14) days after the Public Hearing.

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

Section 1. That the following described tract of land be and the same is hereby annexed into the City of Joplin, Missouri, said tract of land be described as follows, to-wit:

All of Lots Numbered One (1) thru Sixty (60) inclusive in Summit Ridge Plat 1 a Sub-division of a tract of land in Southeast Quarter of the Southeast Quarter of Section 20, Township 27 North, Range 33 West and in the Southwest Quarter of the Southwest Quarter of Section 21, Township 27 North , Range 33 West in Newton County, 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_____, 2022, by a vote of _____.

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Holly Nagy, City Clerk APPROVED AS

TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM: CB 2022-262 - Annexation

MEETING DATE:
April 4, 2022

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, City Manager-Nicholas Edwards.

SUMMARY REQUEST:
Case 021-22: 3110 S. Catnip Ln. - A request to voluntarily annex property into the City of Joplin. Director of Public Works.

BACKGROUND:
The Public Works Director of the City of Joplin is exercising his power of attorney to voluntarily annex this property into the City now that the property is contiguous to the City Limits of the City of Joplin.

PLANNING & ZONING COMMISSION TESTIMONY:
Keegan Stanton, 602 S. Main St. Joplin MO and this will be the fourth request in this series. This is on the north side of 32nd St. and is in Jasper County. Approximately two acres and currently has a commercial construction enterprise on it. This agreement was executed in 2014.

PUBLIC COMMENT:
None.

RECOMMENDATIONS:
Staff recommends approval for Case 021-22.
Planning & Zoning Commission recommends approval for Case 021-22 (7 Favor, 0 Nays)

ATTACHMENTS
CB 2022-262, Staff Planning Report, Subdivision Plat, P&Z Commission Minutes

CB 2022-262

Case 021-22: 3110 S. Catnip Ln. - A request to voluntarily annex property into the City of Joplin. - Director of Public Works.

Keegan Stanton, 602 S. Main St. Joplin MO and this will be the fourth request in this series. This is on the north side of 32nd St. and is in Jasper County. Approximately two acres and currently has a commercial construction enterprise on it. This agreement was executed in 2014.

There was no one to speak in favor or in opposition to this request.

MS. STEELE MOVED, SECONDED BY MR. KIMBLE THAT CASE 021-22 BE FORWARDED TO THE CITY COUNCIL WITH THE RECOMMENDATION FOR APPROVAL. MOTION CARRIED WITH MS. BRUECKNER-SEARS, MR. EASTMAN, MR. MCCULLOUGH, MS. STEELE, MR. KIMBLE, MS. WARREN, AND MS. PHILLIPS "AYE" (7 IN FAVOR, 0 NAYS)

Z&P Meeting: March 14, 2022
City Council Meeting: April 4, 2022

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

STAFF PLANNING REPORT
Voluntary Annexation

CASE 021-22 A request to voluntarily annex property into the City of Joplin

LOCATION 3110 S. Catnip Ln.

APPLICANT Director of Public Works

EXISTING CONDITIONS

Zoning	Land Use	Property Size
N/A (Jasper County, MO)	Commercial/Industrial	Approximately 2 acres

DISCUSSION

As part of the out-of-town sewer agreement executed in 2014, the Public Works Director of the City of Joplin is exercising his power of attorney to voluntarily annex this property into the City now that the property is contiguous to the City Limits of the City of Joplin.

Staff recommends approval of Case 021-22.

ENCLOSURES

- Map of area to be annexed
- Application

BEFORE THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI

PETITION FOR VOLUNTARY ANNEXATION PURSUANT TO 71.012, RSMO., 1994

TO WHOM IT MAY CONCERN:

Pursuant to the terms of V.A.M.S. 71.02, the undersigned, being all of the owners of fee interests of record in all tracts of real property attached hereto and incorporated herein as Exhibit "A", do hereby request the voluntary annexation of said land to the City of Joplin, Missouri.

David K. Hertzberg

David K. Hertzberg - Director of Public Works

STATE OF Missouri)
) ss:
COUNTY OF Jasper)

On this 21st day of March 2022, before me appeared David K. Hertzberg, to me known to be the Director of Public Work of City of Joplin, and the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its City Council of the consideration stated therein and no other, and said _____ acknowledged said instrument to be the free act and deed of said corporation, and that the allegations contained therein are true.

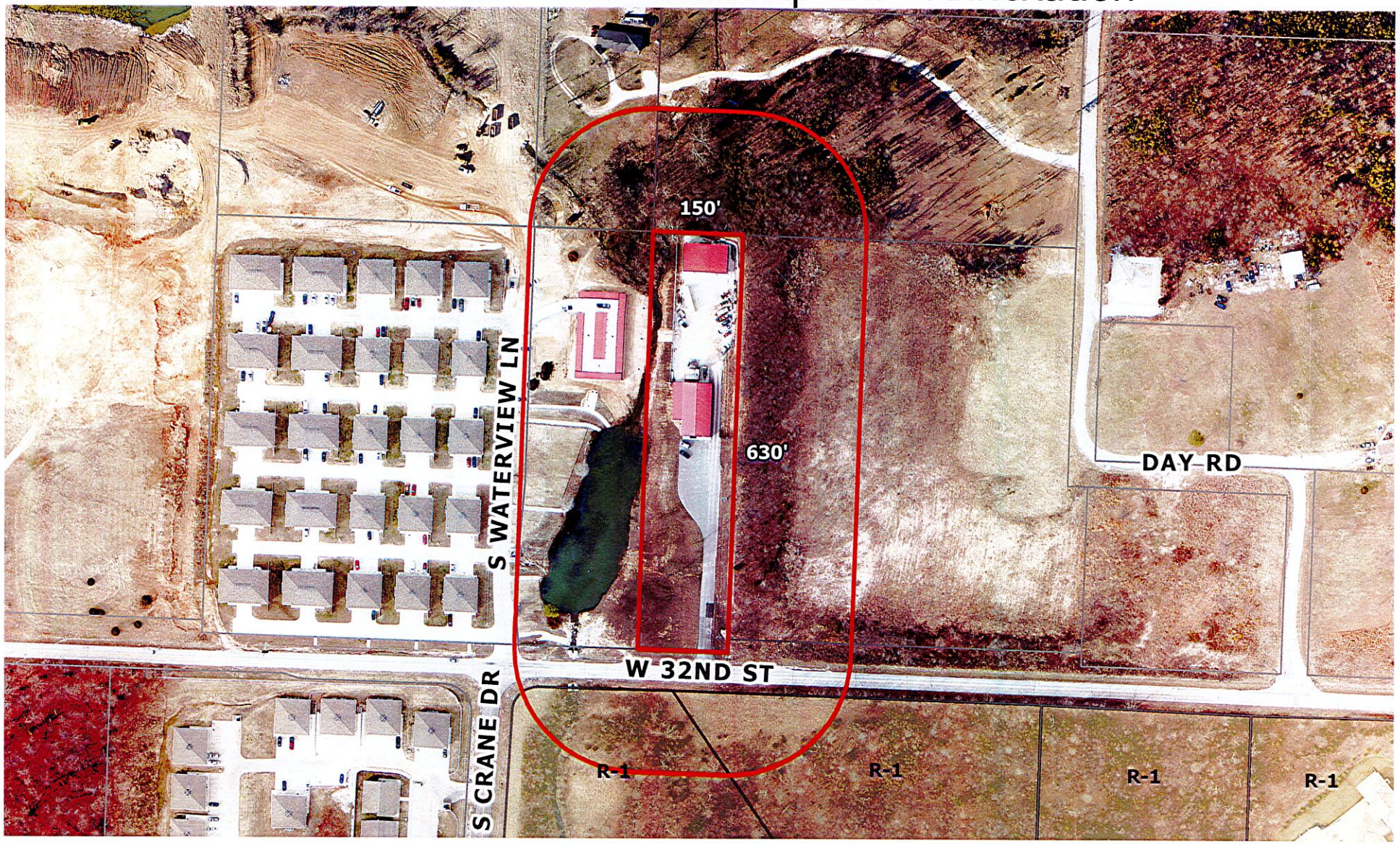
IN TESTIMONY WHEREOF, I have hereunto set by hand and affixed by official seal, in the County and State aforesaid, the day and year first above written.

Notary Public Kimberly S. Hounschell

KIMBERLY S. HOUNSCHELL
Notary Public - Notary Seal
STATE OF MISSOURI
Jasper County
My Commission Expires: July 20, 2024
Commission # 12536153

My commission expires: 7-20-2024

Case 021-22: 3110 S. Catnip Ln. - Annexation



Case 021-22: 3110 S. Catnip Ln. - A request to voluntarily annex property into the City of Joplin. - Director of Public Works

P & Z Case 021-22
(P & Z Recommended Approval)
Director-Public Works

COUNCIL BILL NO. 2022-262 ORDINANCE NO.

AN ORDINANCE approving the voluntary annexation by the Council of the City of Joplin, Missouri, of property located 3110 S. Catnip Ln., Joplin, Jasper County, Missouri.

WHEREAS, pursuant to Section 71.012, RSMo, 2001, as amended, a Petition requesting annexation and signed by the owners of all fee interests in record in the tract of real property described herein, was presented to the governing body of the City of Joplin, Missouri; and,

WHEREAS, pursuant to Section having referred this matter to the Planning and Zoning Commission for Public Hearing thereon and having obtained the favorable recommendation and support of said annexation; and,

WHEREAS, having held a Public Hearing concerning the proposed annexation not less than fourteen (14) nor more than sixty (60) days after the Petition is received after first having given fifteen (15) days' notice of the Hearing in the Joplin Globe; and,

WHEREAS, after said Public Hearing, the City of Joplin determines that the annexation is reasonable and necessary to the proper development of the City of Joplin, and that the City of Joplin has the ability to furnish normal municipal services to the area to be annexed within a reasonable time; and,

WHEREAS, having received no written objections to the proposed annexation within fourteen (14) days after the Public Hearing.

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

Section 1. That the following described tract of land be and the same is hereby annexed into the City of Joplin, Missouri, said tract of land be described as follows, to-wit:

Commencing at the Northeast corner of the Southeast Quarter (SEl/4) of the Southwest Quarter (SWl/4) of the Southwest Quarter (SW¼) of Section 17, Township 27, Range 33, thence South along the East line of said Southeast Quarter (SEl/4) of the Southwest Quarter (SWl/4) of the Southwest Quarter(SWl/4 a distance of 660 feet, thence East a distance of 132 feet, thence North on a line parallel to the East line of said Southeast Quarter (SEl/4) of the Southwest Quarter(SWl/4) of the Southwest Quarter (SWl/4) a distance of 660 feet, thence West a distance of 132 feet to the point of beginning, except that portion thereof along the South edge occupied by 32nd Street as the same now exists , Joplin, Jasper County, 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_____, 2022, by a vote of _____.

_____
Ryan D. Stanley, Mayor

ATTEST:

_____

Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM: CB 2022-263 - Annexation

MEETING DATE:
April 4, 2022

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, City Manager-Nicholas Edwards.

SUMMARY REQUEST:
Case 022-22: Northeast Corner of S. Range Line Rd. and Saginaw Rd. - A request to voluntarily annex property into the City of Joplin. - Public Works Director.

BACKGROUND:
Public Works Director of the City of Joplin is exercising his power of attorney to voluntarily annex this property into the City now that the property is contiguous to the City Limits of the City of Joplin.

PLANNING & ZONING COMMISSION TESTIMONY:
Keegan Stanton, 602 S. Main St., Joplin, MO. This is the last one for this series of annexations. The address is 5030 S. Rangeline Rd. it is to the south of Silver Creek. Approximately six acres and currently has a commercial use. The agreement was established in 2006.

PUBLIC COMMENT:
None.

RECOMMENDATIONS:
Staff recommends approval for Case 022-22.
Planning & Zoning Commission recommends approval for Case 022-22 (7 Favor, 0 Nays)

ATTACHMENTS
CB 2022-263, Staff Planning Report, P&Z Commission Minutes

CB 2022-263

Case 022-22: Northeast Corner of S. Range Line Rd. and Saginaw Rd. - A request to voluntarily annex property into the City of Joplin. - Public Works Director

Keegan Stanton, 602 S. Main St., Joplin, MO. This is the last one for this series of annexations. The address is 5030 S. Rangeline Rd. it is to the south of Silver Creek. Approximately six acres and currently has a commercial use. The agreement was established in 2006.

Mr. Bolander stated he had a little bit of history on the building on the property. Originally, it was a restaurant. Last use and current use are an office.

There was no one to speak in favor or in opposition of this request.

MR. EASTMAN MOVED, SECONDED BY MS. STEELE THAT CASE 022-22 BE FORWARDED TO THE CITY COUNCIL WITH THE RECOMMENDATION FOR APPROVAL. MOTION CARRIED WITH MS. BRUECKNER-SEARS, MR. EASTMAN, MR. MCCULLOUGH, MS. STEELE, MR. KIMBLE, MS. WARREN, AND MS. PHILLIPS "AYE" (7 IN FAVOR, 0 NAYS)

Z&P Meeting: March 14, 2022
City Council Meeting: April 4, 2022

JOPLIN

PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

STAFF PLANNING REPORT
Voluntary Annexation

CASE 022-22 A request to voluntarily annex property into the City of Joplin

LOCATION 5030 S. Range Line Rd.

APPLICANT Director of Public Works

EXISTING CONDITIONS

Zoning	Land Use	Property Size
N/A (Newton County, MO)	Residential	Approximately 6 acres

DISCUSSION

As part of the out-of-town sewer agreement executed in 2006, the Public Works Director of the City of Joplin is exercising his power of attorney to voluntarily annex this property into the City now that the property is contiguous to the City Limits of the City of Joplin.

Staff recommends approval of Case 022-22.

ENCLOSURES

- Map of area to be annexed
- Application

BEFORE THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI

PETITION FOR VOLUNTARY ANNEXATION PURSUANT TO 71.012, RSMO., 1994

TO WHOM IT MAY CONCERN:

Pursuant to the terms of V.A.M.S. 71.02, the undersigned, being all of the owners of fee interests of record in all tracts of real property attached hereto and incorporated herein as Exhibit "A", do hereby request the voluntary annexation of said land to the City of Joplin, Missouri.

David K. Hertzberg

David K. Hertzberg - Director of Public Works

STATE OF Missouri)
) ss:
COUNTY OF Jasper)

On this 21st day of March 20 22, before me appeared David K. Hertzberg, to me known to be the Director of Public Works of _____, and the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its City Council of the consideration stated therein and no other, and said _____ acknowledged said instrument to be the free act and deed of said corporation, and that the allegations contained therein are true.

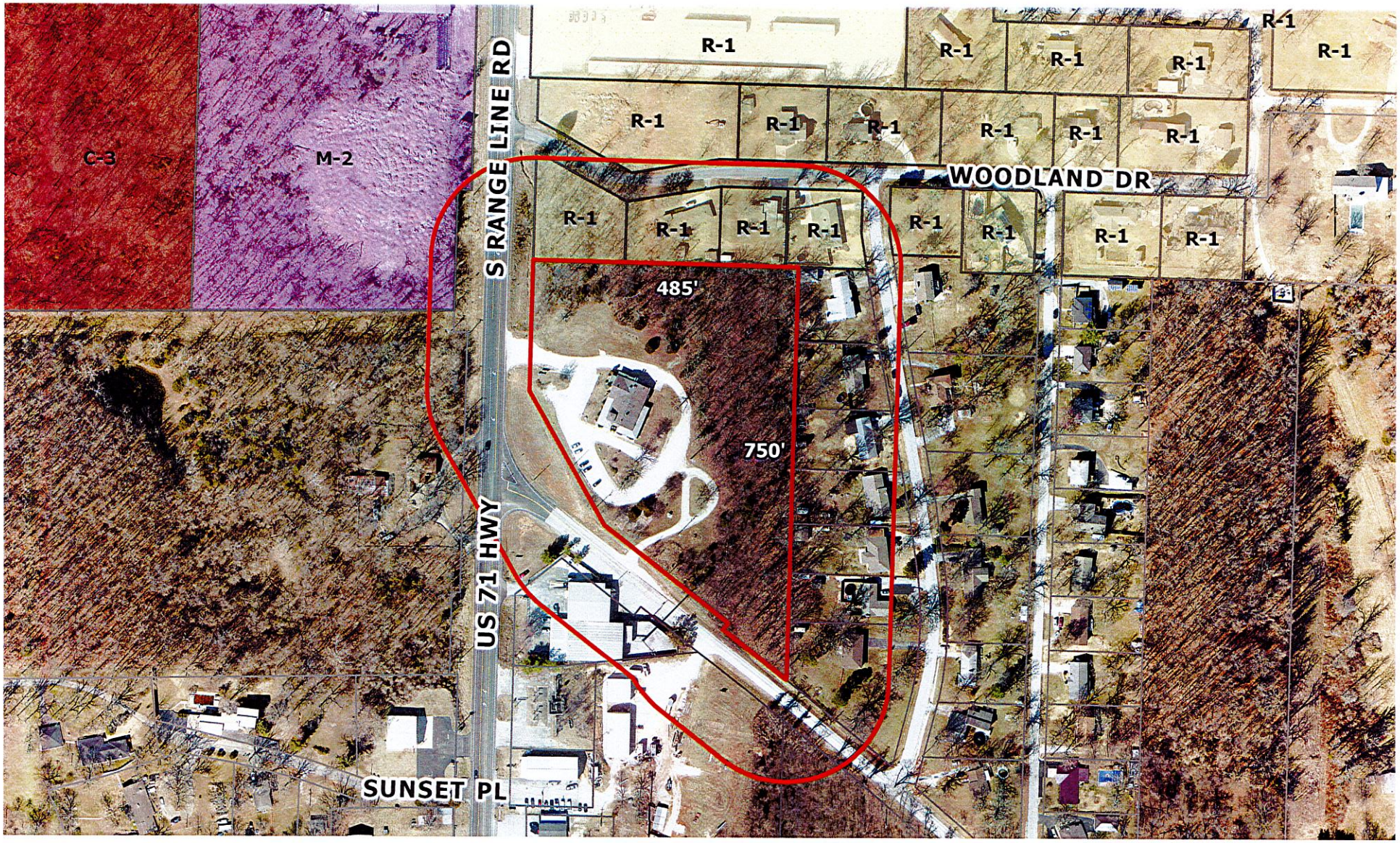
IN TESTIMONY WHEREOF, I have hereunto set by hand and affixed by official seal, in the County and State aforesaid, the day and year first above written.

Notary Public Kimberly S. Hounschell

My commission expires: 7-20-2024

KIMBERLY S. HOUNSCHELL
Notary Public - Notary Seal
STATE OF MISSOURI
Jasper County
My Commission Expires: July 20, 2024
Commission # 12536153

Case 022-22: Northeast Corner of S. Range Line Rd. and Saginaw Rd. - Annexation



Case 022-22: Northeast Corner of S. Range Line Rd. and Saginaw Rd. - A request to voluntarily annex property into the City of Joplin. - Public Works Director

P & Z Case 022-22
(P & Z Recommended Approval)
Director-Public Works

COUNCIL BILL NO. 2022-263 ORDINANCE NO.

AN ORDINANCE approving the voluntary annexation by the Council of the City of Joplin, Missouri, of property located Northeast Corner of S. Range Line Rd. and Saginaw Rd. Joplin, Jasper County, Missouri.

WHEREAS, pursuant to Section 71.012, RSMo, 2001, as amended, a Petition requesting annexation and signed by the owners of all fee interests in record in the tract of real property described herein, was presented to the governing body of the City of Joplin, Missouri; and,

WHEREAS, pursuant to Section having referred this matter to the Planning and Zoning Commission for Public Hearing thereon and having obtained the favorable recommendation and support of said annexation; and,

WHEREAS, having held a Public Hearing concerning the proposed annexation not less than fourteen (14) nor more than sixty (60) days after the Petition is received after first having given fifteen (15) days' notice of the Hearing in the Joplin Globe; and,

WHEREAS, after said Public Hearing, the City of Joplin determines that the annexation is reasonable and necessary to the proper development of the City of Joplin, and that the City of Joplin has the ability to furnish normal municipal services to the area to be annexed within a reasonable time; and,

WHEREAS, having received no written objections to the proposed annexation within fourteen (14) days after the Public Hearing.

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

Section 1. That the following described tract of land be and the same is hereby annexed into the City of Joplin, Missouri, said tract of land be described as follows, to-wit:

All that part of the Northwest Quarter of the Southwest Quarter of Section 30, Township 27, Range 32, in the Village of Saginaw, Newton County, Missouri, described as beginning at a point 65.0 feet East of the center of the concrete slab of U.S. Highway 71, and on the North line of the Northwest Quarter of the Southwest Quarter of Section 30, thence East along said North line 489.3 feet (record) 480.13 feet (measured) to the Northwest corner of Sunset Park Sub-division, thence South 759.0 (record) South 00 degrees 46 minutes 25 seconds East 759.56 feet (measured) to a found iron pin, thence continuing South 00 degrees 46 minutes 25 seconds East 4.55 feet to the North right-of-way line old concrete road, thence North 53 degrees 04 minutes West (record) North 53 degrees 28 minutes 41 seconds West (measured) 146.0 feet, thence North 36 degrees 56 minutes (record) North 36 degrees 31 minutes 19 seconds (measured) East 15 feet, thence North 53 degrees 04 minutes (record) North 53 degrees 28 minutes 41 seconds (measured) West 324.0 feet, thence North 22 degrees 58 minutes West 306.0 feet (record) North 23 degrees 16 minutes 55 seconds (measured) West 305.91 feet, thence North (record) North 00 degrees 12 minutes 51 seconds West (measured) along a line 65 feet East of the center of the concrete slab 188.0 (record) 186.73 (measured) feet, more or less to the point of beginning.

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_____, 2022, by a vote of _____.

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

JOPLIN CITY COUNCIL
MARCH 21, 2022
MEETING MINUTES

CALL TO ORDER

The March 21, 2022 regular meeting of the Joplin City Council was called to order at 6:00 p.m. by Mayor Ryan Stanley.

INVOCATION was read by City Clerk Holly Nagy.

PLEDGE OF ALLEGIANCE TO THE UNITED STATES OF AMERICA was led by Mr. Bob Harrington.

ROLL CALL

Answering Roll Call were Council Members: Charles Copple, Keenan Cortez, Doug Lawson, Anthony Monteleone, Gary Shaw, Mayor Ryan Stanley, Phil Stinnett, and Christina Williams. Absent: Diane Reid Adams. Motion by Mr. Monteleone, second by Mr. Lawson to excuse Dr. Reid Adams. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Stanley, Shaw, Stinnett, and Williams, 8. Also, in attendance were City Manager Nick Edwards and Assistant City Attorney Jordan Paul.

PRESENTATIONS

Memorial Hall Presentation
Mr. Bob Harrington presented.

FINALIZATION OF CONSENT AGENDA

REPORTS AND COMMUNICATIONS

News from the Public Information Office

To help Joplin voters learn more about the candidates running for the Joplin City Council, KGCS-TV will feature a forum with the candidates at 6 p.m. Tuesday, March 29. The municipal election is Tuesday, April 5, 2022.

The candidate forum will be broadcast live on KGCS from the Joplin City Council Chambers. The public is welcome to attend the forum and remind them to please use the west doors to enter. Bobbie Pottorff, KGCS General Manager, will serve as moderator of the program.

For persons unable to see the program live, it will be repeated on KGCS-TV at 6 p.m. on Wednesday, March 30, Thursday, March 31, and Sunday, April 3. The station will also post it on their YouTube Channel for those unable to view it at the specified times. KGCS programming may be seen over the air on digital channel 21 and regional cable television systems. The station operates as a service of the Department of Communication at Missouri Southern State University.

The City will also stream the forum live on our website, and citizens can also view it there later at their convenience.

CITIZEN REQUESTS AND PETITIONS

-Matt Lenhart spoke on Police staffing shortage.
-Brian Evans spoke on support for Joplin Police Dept.
-Margey Upson spoke on Part 1. Motion by Mr. Monteleone, second by Mr. Copple to allow Ms. Upson to speak for an additional 30 seconds. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Shaw, Stanley, Stinnett, and Williams, 8. Nays: 0 Absent: Reid Adams, 1.
- Mark Farnham spoke on Joplin Police Dept.
- Abbie Covington spoke on Joplin Police Dept.
- Tom Robertson spoke on EAS, Police and Fire.

PUBLIC HEARINGS

CONSENT AGENDA

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

Minutes Of March 7, 2022 City Council Meeting

COUNCIL BILL NO. 2022-111 - AN ORDINANCE approving a construction agreement with Vance Brothers Inc. in the amount of Four Hundred Seventy-Seven Thousand Seven Hundred Two and 97/100 Dollars ($477,702.97) for the Microsurfacing 2022 project; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin. **Ordinance No. 2022-026**

COUNCIL BILL NO. 2022-112 - AN ORDINANCE approving a construction agreement with Springfield Striping & Sealing in the amount of Thirty-One Thousand Eight Hundred Forty-Four and 25/100 Dollars ($31,844.25) for the Parking Lots and Trails Sealing 2022 project and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin. **Ordinance No. 2022-027**

COUNCIL BILL NO. 2022-251 - AN ORDINANCE approving the voluntary annexation by the Council of the City of Joplin, Missouri, of property located 18758 Apple Rd., Joplin, Jasper County, Missouri. **Ordinance No. 2022-028**

COUNCIL BILL NO. 2022-252 - AN ORDINANCE approving the voluntary annexation by the Council of the City of Joplin, Missouri, of property located 18987 Argon Rd., Joplin, Jasper County, Missouri. **Ordinance No. 2022-029**

COUNCIL BILL NO. 2022-253 - AN ORDINANCE approving the voluntary annexation by the Council of the City of Joplin, Missouri, of property located Northeast corner of S. Rob O'Brian Way and E. 26th Street., Joplin, Jasper County, Missouri. **Ordinance No. 2022-030**

COUNCIL BILL NO. 2022-254 - AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing

from District C-1 (Neighborhood Commercial)and including in District C-3 (Commercial) property as described below and located at 2502, 2508, and 2510 N. Range Line Rd., City of Joplin, Jasper County, Missouri. **Ordinance No. 2022-031**

COUNCIL BILL NO. 2022-256 - AN ORDINANCE amending Ordinance No. 2004- 256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 (Single-Family Residential) and including in District R-2 (Two-family Residential) property as described below and located at 2636 & 2642 E. 4th Street, City of Joplin, Jasper County, Missouri. **Ordinance No. 2022-032**

RESOLUTIONS

ORDINANCES – EMERGENCY

COUNCIL BILL NO. 2022-107

Mr. Lawson introduced Council Bill No. 2022-107 - Approval of a Purchase Order for Work Order No. 2022-01 with Ace Pipe Cleaning, Inc. for the 2021-2023 Evaluation and Rehabilitation Toolbox for Wastewater Collection System Project; and containing an emergency clause. Motion by Mr. Lawson, second by Mr. Stinnett that Council Bill No. 2022-107 be passed on an emergency basis. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Shaw, Stanley, Stinnett, and Williams, 8. Nays: 0. Absent: Reid Adams, 1. The Council Bill was declared adopted and entitled **Ordinance No. 2022-033**.

COUNCIL BILL NO. 2022-113

Mr. Stinnett introduced Council Bill No. 2022-113-AN ORDINANCE authorizing the acceptance of a Second Supplemental Airport Aid Agreement from the Missouri Highways and Transportation Commission (MoDOT) for the completion of the Relocation of the General Aviation Entrance Road at the Joplin Regional Airport and authorizing the City Manager or his Designee to execute the agreement on behalf of the City of Joplin; and containing an emergency clause. Motion by Mr. Stinnett, second by Mr. Cortez that Council Bill No. 2022-113 be passed on an emergency basis. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Shaw, Stanley, Stinnett, and Williams, 8. Nays: 0. Absent: Reid Adams, 1. The Council Bill was declared adopted and entitled **Ordinance No. 2022-034**.

COUNCIL BILL NO. 2022-116

Mr. Cortez introduced Council Bill No. 2022-116- AN ORDINANCE approving an Agreement and Work Authorization with CJW Transportation Consultants, LLC (CJW) in the not to exceed amount of Thirty-Three Thousand Eight Hundred and 00/100 dollars ($33,800.00) for professional engineering consulting services for design and construction inspection services for the pedestrian crossing of 20th Street at Joplin High School; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; on an emergency basis. Motion by Mr. Cortez, second by Mr. Monteleone that Council Bill No. 2022-116 be passed on an emergency basis. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Shaw, Stanley, Stinnett, and Williams, 8. Nays: 0. Absent: Reid Adams, 1. The Council Bill was declared adopted and entitled The Council Bill was declared adopted and entitled **Ordinance No. 2022-035**.

COUNCIL BILL NO. 2022-118

Mr. Lawson introduced Council Bill No. 2022-118- AN ORDINANCE authorizing the City of Joplin to enter into an agreement with Crossland Construction Inc. in the amount of Nine Hundred Sixty Thousand and 00/100 Dollars ($960,000.00) for the Shoal Creek Wastewater Treatment Facility Drying Bed Covers project; authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause. Motion by Mr. Lawson, second by Mr. Shaw that Council Bill No. 2022-118 be passed on an emergency basis. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Shaw, Stanley, Stinnett, and Williams, 8. Nays: 0. Absent: Reid Adams, 1. The Council Bill was declared adopted and entitled **Ordinance No. 2022-036**.

COUNCIL BILL NO. 2022-504

Mr. Stinnett introduced Council Bill No. 2022-504 - AN ORDINANCE approving the Real Estate Contract by and between the City of Joplin, Missouri, a Municipal Corporation, and TAMKO Building Products LLC., for the sale of one parcel located at North St. Louis and East North Street, totaling approximately 10,000 square feet of land; and authorizing the City Manager to execute the same by and on behalf of the City of Joplin; and containing an emergency clause. Motion by Mr. Stinnett, second by Mr. Lawson that Council Bill No. 2022-504 be passed on an emergency basis. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Shaw, Stanley, Stinnett, and Williams, 8. Nays: 0. Absent: Reid Adams, 1. The Council Bill was declared adopted and entitled **Ordinance No. 2022-037**.

COUNCIL BILL NO. 2022-505

Mr. Cortez introduced Council Bill No. 2022-505 - AN ORDINANCE approving the Real Estate Contract by and between the City of Joplin, Missouri, a Municipal Corporation, and Ledford Construction and Development, LLC., for the sale of one parcel located at 1304 Kentucky Avenue, totaling approximately 6,000 square feet of land; and authorizing the City Manager to execute the same by and on behalf of the City of Joplin; and containing an emergency clause. Motion by Mr. Cortez, second by Mr. Copple that Council Bill No. 2022-505 be passed on an emergency basis. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Shaw, Stanley, Stinnett, and Williams, 8. Nays: 0. Absent: Reid Adams, 1. The Council Bill was declared adopted and entitled **Ordinance No. 2022-038**.

COUNCIL BILL NO. 2022-506

Mr. Shaw introduced Council Bill No. 2022-506- AN ORDINANCE approving the Real Estate Contract by and between the City of Joplin, Missouri, a Municipal Corporation, and Ledford Construction and Development, LLC., for the sale of one parcel located at 916 Jackson Avenue, totaling approximately 5,134 square feet of land; and authorizing the City Manager to execute the same by and on behalf of the City of Joplin; and containing an emergency clause. Motion by Mr. Shaw, second by Mr. Lawson that Council Bill No. 2022-506 be passed on an emergency basis. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Shaw, Stanley, Stinnett, and Williams, 8. Nays: 0. Absent: Reid Adams, 1. The Council Bill was declared adopted and entitled **Ordinance No. 2022-039**.

COUNCIL BILL NO. 2022-507

Mr. Lawson introduced Council Bill No. 2022-507 - AN ORDINANCE approving the Real Estate Contract by and between the City of Joplin, Missouri, a Municipal Corporation, and Ledford Construction and Development, LLC., for the sale of one parcel located at West Junge Blvd and South Sergeant Avenue, totaling approximately 6,250 square feet of land; and authorizing the City Manager to execute the same by and on behalf of the City of Joplin; and containing an emergency clause. Motion by Mr. Lawson, second by Mr. Cortez that Council Bill No. 2022-507 be passed on an emergency basis. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Shaw, Stanley, Stinnett, and Williams, 8. Nays: 0. Absent: Reid Adams, 1. The Council Bill was declared adopted and entitled **Ordinance No. 2022-040**.

ORDINANCES – FIRST READING

COUNCIL BILL NO. 2022-114

Mr. Monteleone introduced Council Bill No. 2022-114 - AN ORDINANCE approving an Agreement and Work Authorization with Olsson in the not to exceed amount of One Hundred Fifty-Eight Thousand Eight Hundred and 00/100 dollars ($158,800.00) for professional engineering services for the development of a Capital Improvements Program (CIP) Masterplan and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin. Motion by Mr. Monteleone, second by Mr. Copple to pass Council Bill No. 2022-114 on First Reading and advance to Second and Third Reading. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Shaw, Stanley, Stinnett, and Williams, 8. Nays: 0. Absent: Reid Adams, 1. The bill was read as **Council Bill No. 2022-114**.

COUNCIL BILL NO. 2022-115

Mr. Cortez introduced Council Bill No. 2022-115- AN ORDINANCE adopting Parklets policies and procedures. Motion by Mr. Cortez, second by Mr. Lawson to pass Council Bill No. 2022-115 on First Reading and advance to Second and Third Reading. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Shaw, Stanley, Stinnett, and Williams, 8. Nays: 0. Absent: Reid Adams, 1. The bill was read as **Council Bill No. 2022-115**.

COUNCIL BILL NO. 2022-117

Mr. Monteleone introduced Council Bill No. 2022-117- AN ORDINANCE approving an Agreement and Work Authorization with CJW Transportation Consultants, LLC (CJW) in the not to exceed amount of One Hundred Ten Thousand One Hundred Fifty-One and 00/100 dollars ($110,151.00) for professional engineering consulting services for the Joplin Signal System Study; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin. Motion by Mr. Monteleone, second by Mr. Cortez to pass Council Bill No. 2022-117 on First Reading and advance to Second and Third Reading. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Shaw, Stanley, Stinnett, and Williams, 8. Nays: 0. Absent: Reid Adams, 1. The bill was read as **Council Bill No. 2022-117**.

COUNCIL BILL NO. 2022-119

Mr. Monteleone introduced Council Bill No. 2022-119 - AN ORDINANCE approving a

Contract by and between the City of Joplin and Matrix Consulting Group, Ltd. to perform a Benchmark Study in the amount not to exceed Ninety-Nine Thousand and 00/100 Dollars ($99,000.00) for consulting services; authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin. Motion by Mr. Monteleone, second by Mr. Cortez to pass Council Bill No. 2022-119 on First Reading and advance to Second and Third Reading. Voting in favor were Council Members: Cortez, Lawson, Monteleone, Shaw, Stanley, Stinnett, and Williams, 7. Nays: Copple, 1. Absent: Reid Adams, 1. The bill was read as **Council Bill No. 2022-119**.

SECOND AND THIRD READING

AMENDED COUNCIL BILL NO. 2022-255

Mr. Cortez introduced Amended Council Bill No. 2022-255 - AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 (Single-Family Residential) and including in District C-1 (Neighborhood Commercial) property as described below and located at 2023- 2047, 2101 & 2121 S. Highview Ave., City of Joplin, Jasper County, Missouri. Motion by Mr. Cortez, second by Mr. Shaw that Amended Council Bill No. 2022-255 be passed on second reading, advance to third reading and pass. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Shaw, Stanley, Stinnett, and Williams, 8. Nays: 0. Absent: Reid Adams, 1. The Council Bill was declared adopted and entitled **Ordinance No. 2022-041**.

UNFINISHED BUSINESS

NEW BUSINESS

Mr. Copple would like follow up regarding the process on collective bargaining for the Police Department.

Vote to go into closed session, which shall pertain to legal action, causes of action, or litigation including a public governmental body and any confidential or privileged communications between a governmental body or its representatives and its attorneys pursuant to state law, as set forth in Section 610.021 (1) RSMo, as amended, 2020. This meeting, record, and vote to be closed. Council shall adjourn at the end of the session. Motion by Mr. Cortez, second by Mr. Copple to adjourn to closed session. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Shaw, Stanley, Stinnett, and Williams, 8. Nays: 0. Absent: Reid Adams, 1.

The meeting was adjourned at 8:47 p.m.

Respectfully,

Holly Nagy, City Clerk

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2022-114 Agreement and Work Authorization with Olsson for professional engineering services for the development of a Capital Improvements Program (CIP) Masterplan

MEETING DATE
March 21, 2022

ORIGINATING DEPT
Public Works-Engineering

ATTACHMENTS
Council Bill 2022-114; Agreement and Work Authorization; Scoring Summary

REVIEWED BY
Director of Public Works: David Hertzberg; Finance Director: Leslie Haase; City Attorney: Peter Edwards; City Manager: Nicholas Edwards

SUMMARY
This Council Bill authorizes the City Manager or his designee to approve an agreement and work authorization with Olsson in the not to exceed amount of One Hundred Fifty-Eight Thousand Eight Hundred and 00/100 dollars ($158,800.00) for professional engineering services for the development of a Capital Improvements Program (CIP) Masterplan

BACKGROUND
In August, 2004, Joplin citizens voted in favor of initiating a Capital Improvement Sales Tax with a ten-year sunset provision to provide an additional funding source to complete major road improvements. Within this ten-year period, more than $44 million of revenues were generated from the 3/8-cent sales tax, and provided funding for 19 projects. In August, 2014, Joplin citizens voted to renew this 3/8-cent sales tax for an additional 10-year period, which will sunset in 2025. The revenues generated by the renewal of this sales tax are being used to fund an additional 14 projects which have either been completed or are currently underway.

It is anticipated that the City will be asking the citizens to renew the 3/8-cent Capital Improvement Sales Tax in 2024, for an additional 10-year period (2025-2035). To prepare for this, a Request for Qualifications (RFQ) for professional engineering services to provide a Capital Improvement Program (CIP) Masterplan was advertised on January 29th, with Statements of Qualifications from interested consultants due on February 17th. The City received one response to the RFQ, from Olsson. The qualification statement received was reviewed and scored by a team of City staff comprised of Public Works, Planning and Zoning, and Health Department personnel. Based on the scoring, it was determined that Olsson was qualified to provide the requested services. A scoping meeting was held with Olsson to determine the scope of work to be included in this agreement.

The masterplan will include a comprehensive list of proposed projects for possible inclusion in the next Capital Improvements Sales Tax program. This list of projects will be provided to the City's Capital Improvements Sales Tax Renewal Committee for their review and recommendation of the final list of projects to be presented to the citizens and voted upon. It is anticipated that the proposed sales tax will generate between $45 million to $50 million.

In addition, the list of proposed projects will also be utilized moving forward as a guide that will support future project selection and determination if additional funding opportunities arise; including grants, cost-share opportunities, etc.

FUNDING SOURCE

Capital Improvement Sales Tax

RECOMMENDATION

Staff recommends adoption of this Council Bill on first reading.

CITY		ENGINEER	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: Olsson Address: 702 S Main Joplin, MO 64801	
Attention: Dan Johnson, P.E.		Attention: Jack Schaller Clayton Cristy	
Department: Public Works		Phone: 417-781-0643	Fax: 17-781-4714
Phone: 417-624-0820	Fax:	CIP Masterplan	

AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES

THIS AGREEMENT, made and entered into this _____ day of _____, 20___, by the parties identified above.

WITNESSETH:

THAT, WHEREAS, the City of Joplin desires to engage the Engineer to render certain technical and professional services in connection with a projects identified on future Work Authorizations to this Agreement;

WHEREAS, the Engineer made certain representations and statements to the City with respect to the provision of such services and the City has accepted said proposal; and

WHEREAS, the Engineer represents Engineer is licensed by the Missouri Board for Architects, Professional Engineers, and Land Surveyors to perform the services designated under this contract, and further represents that all survey services shall be done under the direction of a Land Surveyor licensed by the Missouri Board for Architects, Professional Engineers, and Land Surveyors;

NOW, THEREFORE, for the considerations herein expressed, it is agreed by and between the City and the Engineer as follows:

1. **Services.** The City agrees to engage the services of the Engineer and the Engineer agrees, upon receipt of each duly executed Work Authorization, to perform the services described in the Work Authorization. The services of the Engineer shall commence as soon as practicable after the execution of a Work Authorization, 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. The Engineer shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, and other services furnished by the Engineer under this Agreement. Approval by the City and other agencies of drawings, designs, specifications, reports, and incidental engineering work or materials furnished hereunder shall not in any way relieve the Engineer of his responsibility for the technical adequacy of his work except as to matters involving peculiar conditions or uses of the property known to the City or other agencies but not to the Engineer.

2. **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*** of any executed Work Authorization.

3. **Payment.** The City, pursuant to each fully executed Work Authorization, shall pay Engineer the consideration set forth in the Work Authorization, which shall constitute complete payment for the services furnished in connection with the work required to be performed under the Work Authorization.

4. **Exchange of Data**. All information, data, and reports as are in the City's possession and necessary for the carrying out of the work, shall be furnished to the Engineer without charge, and the parties shall cooperate with each other in every way possible in carrying out the scope of services.

5. **Personnel**. The Engineer represents that Engineer will secure at Engineer's own expense, all personnel required to perform the services called for under this contract by Engineer. Such personnel shall not be employees of or have any contractual relationship

with the City except as employees of the Engineer. All of the services required hereunder will be performed by the Engineer or under Engineer's direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services. None of the work or services covered by this contract shall be subcontracted without the written approval of the City.

6. **Termination of Contract.**

a. Termination for breach. Failure of the Engineer to fulfill Engineer's obligations under this contract in a timely and satisfactory manner in accordance with the schedule and description of services set forth in Exhibit A shall constitute a breach of the contract, and the City shall thereupon have the right to immediately terminate the contract. The City shall give written notice of termination to the Engineer by one of three different means: Facsimile Transmission ("FAX") if Engineer has a FAX number; U.S. Postal Service Mails; or by hand delivering a copy of the same to the Engineer; or may give notice by any combination of the above methods. The date of termination shall be the date upon which notice of termination is hand delivered to Engineer or given by FAX, or the third day following mailing of the notice of termination, whichever first occurs. In the event of termination for breach, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the Engineer under this contract shall at the option of the City become its property, and the Engineer shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials; provided, that the Engineer shall not be relieved of liability to the City for damages sustained by the City by virtue of any such breach of the contract by the Engineer.

b. Right to terminate in the absence of breach. Either party may terminate this contract for any reason, by serving notice of intent to terminate upon the other party by the means specified in paragraph A of this section. Such notice shall specify the date of termination, but in no event shall either party terminate the contract under this provision upon less than thirty (30) days' notice to the other party; provided, that the parties may mutually agree to waive the thirty (30) day requirement and to shorten the time for notice of termination. In the event of termination in the absence of breach, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the Engineer under this contract shall at the option of the City become its property, and the Engineer shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

7. **Conflicts**. No salaried officer or employee of the City, and no member of the City Council shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the contract void. Any federal regulations, and applicable provisions in Section 105.450 et seq. RSMo. shall not be violated. Engineer covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this contract. The Engineer further covenants that in the performance of this contract no person having such interest shall be employed.

8. **Assignment**. The Engineer shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the City thereto. Provided, however, that claims for money due or to become due to the Engineer from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City. Any such assignment is expressly subject to all rights and remedies of the City under this agreement, including the right to change or delete activities from the contract or to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this agreement, though City will attempt to so notify any such assignee.

9. **Confidentiality of Documents**. Any reports, data, design or similar information given to or prepared or assembled by the Engineer under this contract which the City requests to be kept as confidential shall not be made available to any individual or organization by the Engineer without prior written approval of the City.

10. **Discrimination.** The Engineer 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, or political opinion or affiliation, against any employee of Engineer or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.

11. **Occupational License**: The Engineer 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 Engineer. No contract will be executed by the City until this occupational license has been obtained and that the Engineer is current on any City taxes is verified.

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

13. **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 Engineer is associated with a business entity, Engineer 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, Engineer must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

14. **Nonresident/Foreign Contractors**. The Engineer shall procure and maintain during the life of this contract:

a. If the Engineer 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 351.572 RSMo.

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.

15. **General Independent Contractor Clause**. This agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the Engineer 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 Engineer will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Engineer's activities and responsibilities hereunder. The Engineer agrees that it is a separate and independent enterprise from the public employer, 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 a high level of skill necessary to perform the work. This agreement shall not be construed as creating any joint employment relationship between the Engineer and the City, and the City will not be liable for any obligation incurred by the Engineer, including but not limited to unpaid minimum wages and/or overtime premiums.

16. **City Benefits**. The Engineer 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.

17. **Liability and Indemnity**. The parties mutually agree to the following:

a. The Engineer shall defend, indemnify, and hold the City harmless from and against all damages, losses, liabilities, expenses, and costs with respect to all claims, including, but not limited to, claims for personal injuries, wrongful death, and damages to property, which may be asserted against the City by any person or entity as the result of Engineer’s (or any of Engineer’s subcontractors) negligent acts, errors, or omissions in the course of the performance of this contract, provided that the Engineer is not obligated to indemnify or hold harmless the City from the City’s own negligence or wrong doing.

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

c. In no event shall the City be liable to the Engineer for special, indirect, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this contract. The maximum liability of the City shall be limited to the amount of money to be paid or received by the City under this contract.

18. **Ownership of Documents.** All files and information will be submitted before or upon final approval and acceptance of the contract documents. All documents, including original drawings, calculations, computer runs, field notes, drawings, estimates, specifications, written design criteria and written reports are and remain the property of the Engineer until such time as this Agreement is, for any reason, terminated, at which time they become the property of the City. The Engineer shall furnish to the City, one set of reproducible record Mylars of drawings, AutoCAD files and copies of estimates, specifications, written reports, and written design criteria, in consideration of which the City will use them fully in connection with the project and will not sell them.

19. **Notices**. All notices required or permitted hereinunder and required to be in writing may be given by FAX or by first class mail addressed to City and Engineer at the addresses shown above. The date of delivery of any notice given by mail shall be the date falling on the third day after the day of its mailing. The date of delivery of notice by FAX transmission shall be deemed to be the date transmission occurs, except where the transmission is not completed by 5:00 p.m. on a regular business day at the terminal of the receiving party, in which case the date of delivery shall be deemed to fall on the next regular business day for the receiving party.

20. **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 litigated, venue shall be proper only in the Circuit Court of Jasper County, Missouri.

21. **Entire Agreement**. This agreement contains the entire agreement of the parties. No modification, amendment, or waiver of any of the provisions of this agreement shall be effective unless in writing specifically referring hereto, and signed by both parties.

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

By: _____

Printed Name: Jack Schaller

Title: Client Relationship Manager

Date: 03/14/2022

Engineer:

Olsson

By: _____

Printed Name: Clayton Cristy

Title: Senior Project Manager

Date: 03/14/2022

CITY OF JOPLIN, MISSOURI

By: _____

Dan Johnson, P.E.
Interim Public Works Director

Date: _____

CITY		ENGINEER	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: Olsson Address: 702 S Main Joplin, MO 64801	
Attention: Dan Johnson, P.E.		Attention: Jack Schaller Clayton Cristy	
Department: Public Works		Phone: 417-781-0643	Fax: 417-781-4717
Phone: 417-624-0820	Fax:	CIP Masterplan	

WORK AUTHORIZATION NUMBER OLS-CIP-01
TO AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES

City and Engineer agree to amend their Agreement for Professional Engineering Consulting Services to include a scope of work and fees for engineering services, by adding the following terms to their Agreement.

1. **Services**. The City agrees to engage the services of the Engineer and the Engineer agrees to perform the services hereinafter set forth in connection with projects described in ***Exhibit A***.

2. **Addition to Services**. The City may add to the Engineer services or delete therefrom activities of a similar nature to those set forth in ***Exhibit A***, provided that the total cost of such work does not exceed the total cost allowance as specified in Paragraph 5 hereof. The Engineer shall undertake such changed activities only upon the direction of the City. All such directives and changes shall be in written form and prepared and approved by the City and shall be accepted and countersigned by the Engineer.

3. **Term**. The services of the Engineer shall commence as soon as practicable after the execution of this contract, unless otherwise directed in writing, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of the contract, but in any event, all of the services required hereunder shall be completed as set forth in the schedule for the project which is attached hereto as ***Exhibit A***.

4. **Costs not to Exceed**. The City of Joplin is limited by law with respect to the amount of money it can pay. Therefore, the City has established a fixed sum for this contract, which cannot be exceeded unless this contract is amended. The Engineer providing services hereunder shall be required to keep track of the amount of hours billable under this contract at all times; and any work in excess of the fixed sum shall not be eligible for payment. The Engineer shall notify the City if Engineer anticipates that the contract amount may be exceeded, in order to determine whether or not the City is prepared to increase the total compensation. The Engineer shall establish a billing system showing the amount of money remaining on the contract, which shall be shown in each monthly billing.

5. **Payment**.

a. **Conditioned upon acceptable performance**. The City agrees to pay the Engineer in accordance with the terms set forth in ***Exhibit A***, which shall constitute complete compensation for all services to be rendered under this contract; provided, that where payments are to be made periodically to Engineer for services rendered under this contract, the City expressly reserves the right to disapprove in whole or in part a request for payment where the services rendered during the period for which payment is claimed are not performed in a timely and satisfactory manner in accordance with the schedule and description of services set forth in ***Exhibit A***.

b. **Total compensation not to exceed**. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Engineer under the terms of this work Authorization Number OLS-CIP-01 exceed the sum of One hundred fifty eight thousand eight hundred Dollars ($158,800.00).

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, 2022, 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 Sixty-Five Thousand Nine Hundred Fifty-Two and no/100 Dollars ($3,065,952.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Fifty-Nine Thousand Eight Hundred Ninety-Three and no/100 Dollars ($459,893.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Engineer agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorneys fees of Engineer, its employees, officers or agents. Engineer agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Three Million Sixty-Five Thousand Nine Hundred Fifty-Two and no/100 Dollars ($3,065,952.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Fifty-Nine Thousand Eight Hundred Ninety-Three and no/100 Dollars ($459,893.00) 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

By: Jack Schaller

Printed Name: Jack Schaller

Title: Client Relationship Manager

Date: 03/14/2022

Engineer: Olsson

By: Clayton Cristy

Printed Name: Clayton Cristy

Title: Senior Project Manager

Date: 03/14/2022

CITY OF JOPLIN, MISSOURI

By: _____
Dan Johnson, P.E.
Interim Public Works Director

Date: _____

Exhibit A

SCOPE OF SERVICES
03-10-2022

Olsson shall provide the following services (Scope of Services) to Client for the Project:

PHASE 100 – PROJECT KICK-OFF, RESEARCH, AND ANALYSIS
Olsson will meet with Client to review scope, schedule, key milestones, and project roles throughout the Project. Olsson will provide project management of the Project for Client, coordinating schedules, key milestones, team members, and tasks to be completed.

Client will provide Olsson will copies of the following CIP Review Documents to be reviewed.

CIP Review Documents

- Current City of Joplin Capital Improvement Program
- City of Joplin Stormwater Master Plan
- City of Joplin Traffic Signal Master Plan (Under development)
- City of Joplin Parks Master Study Plan
- City of Joplin Facilities Master Plan (Under development)
- City of Joplin ADA and Sidewalk Assessment
- City of Joplin Active Transportation Assessment
- City of Joplin Transit Masterplan
- City of Joplin Airport Masterplan
- MoDOT Long Range Transportation Plan
- Joplin Area Transportation Study Organization Transportation Improvement Program
- Joplin Area Transportation Study Organization Metropolitan Transportation Plan
- Joplin Area Transportation Study Organization Bicycle and Pedestrian Transportation Plan

Olsson will review the CIP Review Documents and develop an initial list of projects as proposed in each of the documents. Olsson will organize list for use during the focus group meetings. Project data that will be extracted from CIP Documents will include project name, description, costs, and plan. Projects magnitude of costs will be developed for projects that do not have assigned costs within the CIP Review Documents. Plan graphics will be developed in GIS. Olsson anticipates a maximum of a one hundred (100) projects within the initial list.

Olsson will review available base map information provided by Client and will assemble a base map for required plan documents. Olsson will contact City of Joplin, Missouri for available GIS data and aerial electronic data.

Meetings:

- One (1) Virtual Project Kick-off Meeting

Deliverables:

- Initial list of projects from CIP Review Documents (including cost information)

Total Phase 100 Fee: $51,700.00

PHASE 200 – ENGAGEMENT

Marketing and Outreach

Olsson will create the branding plan detailing the Project's visual/graphic identity that will be used on all Project materials, marketing and outreach materials, and document design.

Olsson will write and coordinate with Client on the content and timing of up to four (4) press releases throughout the Project. Client will coordinate and schedule media outreach releases.

Olsson will create one (1) postcard-size mailer for Client to send to all city residents. The mailer will include a Project overview, a link to the Project website, and list of ways to get involved. Client will be responsible for compiling the distribution list, print and postage costs, and mailing the mailer.

Olsson will coordinate with city's existing social media platforms and the city's existing website to encourage engagement in the Project. Olsson will draft Project-related content, including appropriately sized graphics and captions, for the city's website and social media accounts. Client will be responsible for posting Project-related content to the city's website and social media accounts. Olsson will coordinate with Client on timing of city website and social media posts.

Marketing and outreach efforts will be focused on engagement and feedback opportunities for the public, including, the public surveys, public open house, and virtual draft plan review.

Online Engagement

Olsson will prepare a dedicated and branded Project website for Project information. This website will allow interested participants to view proposed project locations and descriptions, provide feedback on proposed projects, and learn about the CIP planning process and how to get involved. Content on the website will also include an educational element for the upcoming Capital Improvement Sales Tax election. Olsson will maintain website operations, content, maps, updates, and monitoring throughout the Project and will transfer all website operations and update authority to Client once the Project is complete. The website will include a community member interest form to generate a Project community contact list.

Olsson will create an online public survey embedded within the Project website that will include educational elements, as well as high-level priority-focused questions.

In-Person Engagement

Olsson will conduct one (1) in-person prioritization workshop for the city departments and stakeholders. The prioritization workshop will include facilitated small-group discussions and review sessions with the larger group. Olsson will organize a series of interactive exercises for participants. Olsson anticipates a maximum of forty (40) projects within the prioritization workshop list.

Olsson will host one (1) in-person public open house once project prioritization and recommendations are refined. This event provides the public with another opportunity to review the CIP projects and their priority.

Olsson will also create a virtual public open house, hosted through the Project website. The virtual public open house will be live for at least two (2) weeks and will include the same content as the in-person public open house. The virtual public open house will allow those that were unable to attend or uncomfortable attending the in-person public open house a chance to voice their opinion on the CIP projects.

Olsson will combine comments and recommendations from the in-person and virtual public open house for review by the city. The city shall provide comments on open house summary findings and recommendations for incorporation into the final CIP project list.

Deliverables:

- Project branding plan
- Content for social media posts (graphics and captions)
- Content for up to four (4) press releases
- Development and maintenance of a project website
- Public survey creation, monitoring, and summary report
- Prioritization workshop memoranda, as needed
- Marketing and outreach materials
- One (1) virtual public open house
- Prioritized list of projects

Meetings:

- One (1) public survey coordination meeting with Client
- One (1) prioritization workshop
- One (1) in-person public open house

Total Phase 200 Fee: $48,300.00

PHASE 300 – CIP Master Plan Development

Olsson shall prepare the comprehensive CIP Master Plan document based upon the data, analysis, and input generated in the previous tasks. The plan document and recommendations will be illustrative, including annotated plan graphics, diagrams, and photographic imagery. Olsson will develop a set of supporting implementation strategies and action steps for each recommendation that may include information such as phasing, prioritization, and cost impact.

Deliverables:

- Draft CIP Master Plan

Meetings:

- One (1) Draft CIP Master Plan Review Meeting

Total Phase 300 Fee: $31,900.00

PHASE 400 – Plan Refinement and Adoption

Following a review by city staff members and comment incorporation, a final draft CIP master plan will be posted on the Project website for public review. Public and Project stakeholders will be able to comment on the draft plan with an interactive software for a set period of time.

When the public review period has closed, Olsson and city staff members will discuss revisions and edits to be incorporated into the final version of the CIP Master Plan.

The final deliverable will be presented by Olsson at (1) City Council meeting.

Deliverables:

- PDF of draft and final version of comprehensive CIP Master Plan document

Meetings:

- One (1) Content review meeting with city staff members
- One (1) City Council presentation/meeting

Total Phase 400 Fee: $21,900.00

Phase 900 – Expenses

Includes all Project related reimbursable expenses, as defined on the Reimbursable Expense Schedule attached to this Agreement. Additional expenses above estimated fee shall be approved with the Client prior to proceeding.

Phase 900: Estimated $5,000.00

TOTAL SCOPE OF SERVICES: $158,800.00

Assumptions

- Magnitude of costs developed will include exceptions due to fluctuation in current economy, inflation, and construction costs.

Additional Services

- Olsson will review and city Maintenance and Personnel Requirements with the city to determine areas to implement into the CIP.

olsson

General Infrastructure

LABOR RATE BILLING SCHEDULE 2022

LABOR RATES

Description	Range
Principal/Senior Professional ……..	175 - 280
Project Manager……	140 - 250
Project Professional……..	130 - 180
Associate Professional ……...	115 - 135
Assistant Professional…….	85 - 130
Designer ……	110 - 160
CAD Operator ……..	40 - 120
*Surveyor ……..	65 - 150
*Survey Crew……..……	130 - 175
*Construction Services……..	50 - 240
Administrative/Clerical……..	45 - 110

Note:

1. Special Services not included in above categories will be provided on a Special Labor Rate Schedule. Special rates include but are not limited to Power Delivery, Survey, Field Operations, Special Inspection, Construction Observation, Geotechnical, Non-Destructive Testing, Drilling, Executive Staff.
2. Rates subject to change based upon updates to Billing Rates for upcoming year.

*Not inclusive of all services. Refer to Note 1.

REIMBURSABLE EXPENSE SCHEDULE

The expenses incurred by Olsson or Olsson's independent professional associates or consultants directly or indirectly in connection with the Project shall be included in periodic billing as follows:

Classification	**Cost**
Automobiles (Personal Vehicle)	$0.585/mile*
Suburban's and Pick-Ups	$0.75/mile*
Automobiles (Olsson Vehicle)	$85.00/day
Other Travel or Lodging Cost	Actual Cost
Meals	Actual Cost
Printing and Duplication including Mylars and Linens	
In-House	Actual Cost
Outside	Actual Cost+10%
Postage & Shipping Charges for Project Related Materials including Express Mail and Special Delivery	Actual Cost
Film and Photo Developing	Actual Cost+10%
Telephone and Fax Transmissions	Actual Cost+10%
Miscellaneous Materials & Supplies Applicable to this Project	Actual Cost+10%
Copies of Deeds, Easements or other Project Related Documents	Actual Cost+10%
Fees for Applications or Permits	Actual Cost+10%
Sub-Consultants	Actual Cost+10%
Taxes Levied on Services and Reimbursable Expenses	Actual Cost

*Rates consistent with the IRS Mileage Rate Reimbursement Guidelines (Subject to Change).

Updated for Year 2022

Capital Improvements Program (CIP) Masterplan RFQ Scoring Sheet

	Max Score	Scorer	Olsson
Concept and Responsiveness to City's Request. Responsiveness of the written response in clearly stating an understanding of the work to be performed as outlined in the scope of service.	**20**	1	18
		2	17
		3	15
		4	20
		5	20
		Subtotal	**18**
Consultant's Relevant Experience. The Firm's overall experience with similar projects.	**20**	1	19
		2	19
		3	19
		4	20
		5	20
		Subtotal	**19.4**
Project Team - Qualifications of staff to be assigned, education, position in firm and years experience will be considered.	**20**	1	19
		2	16
		3	19
		4	20
		5	20
		Subtotal	**18.8**
Approach - Accessibility to client, familiarity with the area, proximity to the client, client/consultant relationship and general approach to project.	**40**	1	37
		2	35
		3	36
		4	40
		5	40
		Subtotal	**37.6**
		Score	**93.8**

COUNCIL BILL NO. 2022-114 ORDINANCE NO.

AN ORDINANCE approving an Agreement and Work Authorization with Olsson in the not to exceed amount of One Hundred Fifty-Eight Thousand Eight Hundred and 00/100 dollars ($158,800.00) for professional engineering services for the development of a Capital Improvements Program (CIP) Masterplan 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 Agreement and Work Authorization with Olsson in the not to exceed amount of One Hundred Fifty-Eight Thousand Eight Hundred and 00/100 dollars ($158,800.00) for professional engineering services for the development of a Capital Improvements Program (CIP) Masterplan, for the City of Joplin, a true and accurate copy of said agreement being attached hereto and incorporated herein, 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 agreement, or agreement in substantially similar form, by and on behalf of the City of Joplin with Olsson.

Section 3. That upon the final approval and acceptance of the consultant's work under said contract, in substantial conformance with the attached exhibits, 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 Capital Improvement Sales Tax fund.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of_____, 2022, by a vote of_____.

_____

ATTEST: Ryan D. Stanley, Mayor

_____

Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

I hereby certify that a sufficient amount is available in the Capital Improvement Sales Tax Fund to pay the amounts called for on the basis of the negotiated fee.

_____

Leslie Haase, Director of Finance

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2022-115 – adoption of a Standard Operating Procedure to allow Parklets in the City of Joplin Right of Way.

MEETING DATE
March 21, 2022

ORIGINATING DEPARTMENT
Public Works - Operations

ATTACHMENTS
Council Bill 2022-115 Ordinance, Standard Operating Procedure (SOP)

REVIEWED BY
Director of Public Works: David Hertzberg; Director of Finance: Leslie Haase; City Attorney: Peter Edwards; City Manager: Nicholas Edwards.

SUMMARY
This Council Bill adopts a Standard Operating Procedure for allowing Parklets within the City limits.

BACKGROUND
Five years ago, City Staff was asked to place a Parklet in a parking stall along Main Street. Downtown Joplin Alliance has requested that the City allow parklets in the Right of Way (ROW) as part of a Downtown revitalization effort. Staff reviewed guidelines through the National Association of City Transportation Officials (NACTO) website while writing this SOP. Staff presented to City Council a draft SOP for consideration during a Work session to adopt a policy. Staff has received feedback from the Downtown Joplin Alliance and also from Council before bringing updating the SOP that is included in this Council Bill. Staff will need to be involved with issuing a permit, making inspections and also inspecting the area after a parklet has been removed.

FUNDING SOURCE
No City Funding

RECOMMENDATION
Staff recommends adoption of this Council Bill on First Reading.

Public Works
602 S Main Street
Joplin, Missouri 64801
417-624-0820

MEMORANDUM:

November 30, 2021

From: Assistant Director of Public Works for Operations
To: City Employees

Subj: POLICY CONCERNING PERMITTING PARKLETS IN CITY RIGHT OF WAYS
REF: (1) National Association of City Transportation Officials (NACTO)
(2) OSHA Rules & Regulations 1910.29 (f) (7) fall protection systems and falling object protection – criteria and practices
(3) Americans with Disabilities Act (ADA)
(4) Manual on Uniform Traffic Control Devices (MUTCD)
(5) Joplin City Code Manual

1. This memorandum states the policy for the proper handling of permitting Parklets before, after and during the emplacement into the City Right of Ways (ROW).
2. Parklets can easily convert curbside parking spaces into usable community spaces.
3. According to NACTO, Parklets should have a distinctive design that incorporates seating, greenery and or bike racks. This should meet the demand for public space in a thriving community or retail area.
4. Parklets will be allowed during the warmer months during the year, Parklets will not be allowed during the winter months because of snow plowing and removal. The season will normally be between March to November.
5. Parklets will meet the Americans with Disabilities Act (ADA) criteria while in the Public ROW.
6. Any damage to the Street, gutter, or curb caused by a Parklet will be paid for by the owner with the City either utilizing Street crews or the Restoration contractor to repair.
7. The Parklet will be limited to the parking space(s) assigned except when tying into the curb & sidewalk.
8. The Parklets must be attractive in nature and not be unsightly.
9. The Parklets must not have tripping or trapping hazards that may cause injuries.
10. Design and maintenance costs for the Parklet is borne by the owner.
11. The Parklet should be no wider than 8’ and the length no longer than 25’.
12. The Parklet must have distinguishing reflective devices so that is easily identifiable by drivers.
13. The floor of the parklet must be able to hold the number of people it is designed for. Signage should state capacity.
14. There should be at least a four-foot buffer between the placing of the Parklet and the parking space behind and to the front of it.

15. Parklets will not be placed at intersections, street corners, alleys, or in areas that may cause a sight triangle issue.
16. Parklets will be placed in front of the business who sponsors it, as long as it meets all of the other rules contained within this Policy.
17. Some Parklet will be pre-fabricated per City Ordinances, these are acceptable.
18. Parklets will only be placed on streets that have a Speed limit of 25 miles per hour or less.
19. No alcohol will be consumed in a Parklet unless it is approved through a Picnic License permit through the City Manager's office.
20. If the parklet is being used as an extension to a Restaurant, the Health Department would need to inspect the facility. This would be in accordance with the City of Joplin Food Sanitation Ordinance and refers to operations that must meet the "Food Establishment."
21. No matter the slope of the street, the floor of the Parklet should be designed so that it is not more than 7 percent off level.
22. There should be either an open or closed railing (normally 36 to 38 inches in height) and able to withstand 200 pounds of horizontal force within the top 2" of railing. There must be a sign along the railing stating not to extend body parts past the railing into the street.
23. The parklet should not block access to Sanitary sewer manholes or Storm water inlets.
24. Parklets should not block any type of ADA access or electrical boxes or vaults.
25. Parklets will not extend past the parking space(s) into the driving lane or onto the sidewalk, except where the access ramp may be located.
26. City personnel Actions:

    Step 1: A permit should be granted first, before a Parklet is emplaced into the City's ROW. This must be approved by the Director of Public Works or the Director of Planning, Development and Neighborhood Services, or one of the Assistant Directors of these two Departments. The Permit fee will be $150.
    Step 2: There will be an expiration date for the permit where the parklet is removed by the owner.
    Step 3: The owner of the Parklet will furnish liability insurance for the Parklet for $1,000,000 insured.
    Step 4: The location must meet requirements listed above.
    Step 5: The parklet must meet city specifications before being emplaced (quality, weight capacity, reflectivity, ADA requirements).
    Step 6: After being emplaced and before any use of the Parklet, an inspection by the building inspectors should be conducted to ensure that it meets specifications.
    Step 7: During the season, the Parklet should be inspected at least once every two months to ensure it still meets the requirements.
    Step 8: Construction Inspectors must inspect the pavement where the Parklet was located after it is removed to ensure that there is no damage caused by the Parklet.

27. Parklets shall be removed by the owner, at their expense, no later than November 1st each year, and not replaced the following year until after March 15th. These dates may be changed by the City at its sole discretion.
28. The City of Joplin has adopted this policy as a pilot policy and reserves the right to suspend the use of parklets at any time. Upon written notice to the business, the parklet shall be removed no later than five (5) days after notice is given.
29. Any questions or comments concerning this policy can be addressed through the normal chain of command or through the Assistant Director of Public Works for Operations at (417) 624-0820 ext. 1560.

Lynden Lawson

COUNCIL BILL NO. 2022-115 ORDINANCE NO.

AN ORDINANCE adopting parklet policies and procedures.

WHEREAS, parklets are public seating platforms that convert curbside parking spaces into vibrant community spaces; and

WHEREAS, the City believes that authorizing parklets on City property would encourage investment and redevelopment, especially in the downtown area; and

WHEREAS, the City desires to authorize parklets on City property in accordance with the terms and conditions described in the policies and procedures attached hereto and incorporated by reference as Exhibit A.

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

Section 1: The City of Joplin hereby adopts the Parklet Policies and Procedures attached hereto and incorporated by reference as Exhibit A.

Section 2: These policies and procedures are subject to change upon approval by the City Council.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of April, 2022, by a vote of _____.

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2022-117 – approving an Agreement and Work Authorization with CJW Transportation Consultants, LLC (CJW) for professional engineering consulting services for the Joplin Signal System Study.

MEETING DATE
March 21, 2022

ORIGINATING DEPARTMENT
Public Works - Engineering

ATTACHMENTS
Council Bill 2022-117, Agreement, Work Authorization, Score Sheet

REVIEWED BY
Director of Public Works: David Hertzberg; Director of Finance: Leslie Haase; City Attorney: Peter Edwards; City Manager: Nicholas Edwards.

SUMMARY
This Council Bill authorizes the City Manager or his designee to approve a work authorization with CJW in the not to exceed amount of One Hundred Ten Thousand One Hundred Fifty-One and 00/100 dollars ($110,151.00) for professional engineering consulting services for the Joplin Signal System Study.

BACKGROUND
The City of Joplin owns and operates more than 50 signalized intersections. The City has a comprehensive study of these signalized intersection performed approximately every ten years with the last study being done in 2009. City staff prepared a Request for Qualifications (RFQ) for professional engineering services to provide an updated Traffic Signal System Study and was advertised on January 29th, with Statements of Qualifications from interested consultants due on February 17th. The City received three responses to the RFQ. The qualification statements received were reviewed and scored by a team of City staff. Based on the scoring, CJW was selected to perform the Traffic Signal System Study. A scoping meeting was held with CJW to determine the scope of work to be included in this agreement.

The study includes in its scope of work items such as cataloging existing equipment, analyzing and recommending signal timing plans, and recommendations for signal projects. Additionally, the consultant is to review the duties of the City's Signal Technician position. The consultant will also be performing a cost benefit analysis in regard to the ownership of streetlights within the City. Come of the project recommendations from the consultant may be incorporated into the Capital Improvements Program Masterplan.

FUNDING SOURCE
These payments are included in the FY 2021-22 budget of the Capital Improvement Sales Tax.

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

Joplin Traffic Signal Sytem Study RFQ Scoring

	Max Score	Scorer	CJW	Olsson	Bartlett & West
Concept and Responsiveness to City's Request. Responsiveness of the written response in clearly stating an understanding of the work to be performed as outlined in the scope of service.	**20**	1	17	18	18
		2	18	18	18
		3	19	18	18
		4	19	19	18
		5	18	20	17
		Subtotal	**18.20**	**18.60**	**17.80**
Consultant's Relevant Experience. The Firm's overall experience with similar projects.	**20**	1	18	19	18
		2	17	18	16
		3	20	18	16
		4	19	18	18
		5	19	20	17
		Subtotal	**18.60**	**18.60**	**17.00**
Project Team - Qualifications of staff to be assigned, education, position in firm and years experience will be considered.	**20**	1	19	18	18
		2	18	17	18
		3	19	18	18
		4	18	19	18
		5	20	20	19
		Subtotal	**18.80**	**18.40**	**18.20**
Approach - Accessibility to client, familiarity with the area, proximity to the client, client/consultant relationship and general approach to project.	**40**	1	34	35	36
		2	32	33	35
		3	38	36	34
		4	36	36	33
		5	40	38	35
		Subtotal	**36.00**	**35.60**	**34.60**
		Score	**91.60**	**91.20**	**87.60**

CITY		ENGINEER	
CITY OF JOPLIN 602 S. MAIN STREET JOPLIN, MO 64801		Name: CJW Transportation Consultants, LLC Address: 5051 S. National, Ste. 7A Springfield, MO 65810	
Attention: Dakota Rusk		Attention: Dane Seiler, PE	
Department: Public Works – Engineering		Phone: 417-889-3400	Fax: 417-889-3402
Phone: 417-624-0820 ext. 1598	Fax: 417-625-4738	Joplin Traffic Signal System Study	

AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES

THIS AGREEMENT, made and entered into this _____ day of _____, 20___, by the parties identified above.

WITNESSETH:

THAT, WHEREAS, the City of Joplin desires to engage the Engineer to render certain technical and professional services in connection with a projects identified on future Work Authorizations to this Agreement;

WHEREAS, the Engineer made certain representations and statements to the City with respect to the provision of such services and the City has accepted said proposal; and

WHEREAS, the Engineer represents Engineer is licensed by the Missouri Board for Architects, Professional Engineers, and Land Surveyors to perform the services designated under this contract, and further represents that all survey services shall be done under the direction of a Land Surveyor licensed by the Missouri Board for Architects, Professional Engineers, and Land Surveyors;

NOW, THEREFORE, for the considerations herein expressed, it is agreed by and between the City and the Engineer as follows:

1. **Services.** The City agrees to engage the services of the Engineer and the Engineer agrees, upon receipt of each duly executed Work Authorization, to perform the services described in the Work Authorization. The services of the Engineer shall commence as soon as practicable after the execution of a Work Authorization, 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. The Engineer shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, and other services furnished by the Engineer under this Agreement. Approval by the City and other agencies of drawings, designs, specifications, reports, and incidental engineering work or materials furnished hereunder shall not in any way relieve the Engineer of his responsibility for the technical adequacy of his work except as to matters involving peculiar conditions or uses of the property known to the City or other agencies but not to the Engineer.

2. **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*** of any executed Work Authorization.

3. **Payment.** The City, pursuant to each fully executed Work Authorization, shall pay Engineer the consideration set forth in the Work Authorization, which shall constitute complete payment for the services furnished in connection with the work required to be performed under the Work Authorization.

4. **Exchange of Data**. All information, data, and reports as are in the City's possession and necessary for the carrying out of the work, shall be furnished to the Engineer without charge, and the parties shall cooperate with each other in every way possible in carrying out the scope of services.

5. **Personnel**. The Engineer represents that Engineer will secure at Engineer's own expense, all personnel required to perform the services called for under this contract by Engineer. Such personnel shall not be employees of or have any contractual

relationship with the City except as employees of the Engineer. All of the services required hereunder will be performed by the Engineer or under Engineer's direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services. None of the work or services covered by this contract shall be subcontracted without the written approval of the City.

6. **Termination of Contract.**

a. Termination for breach. Failure of the Engineer to fulfill Engineer's obligations under this contract in a timely and satisfactory manner in accordance with the schedule and description of services set forth in Exhibit A shall constitute a breach of the contract, and the City shall thereupon have the right to immediately terminate the contract. The City shall give written notice of termination to the Engineer by one of three different means: Facsimile Transmission ("FAX") if Engineer has a FAX number; U.S. Postal Service Mails; or by hand delivering a copy of the same to the Engineer; or may give notice by any combination of the above methods. The date of termination shall be the date upon which notice of termination is hand delivered to Engineer or given by FAX, or the third day following mailing of the notice of termination, whichever first occurs. In the event of termination for breach, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the Engineer under this contract shall at the option of the City become its property, and the Engineer shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials; provided, that the Engineer shall not be relieved of liability to the City for damages sustained by the City by virtue of any such breach of the contract by the Engineer.

b. Right to terminate in the absence of breach. Either party may terminate this contract for any reason, by serving notice of intent to terminate upon the other party by the means specified in paragraph A of this section. Such notice shall specify the date of termination, but in no event shall either party terminate the contract under this provision upon less than thirty (30) days' notice to the other party; provided, that the parties may mutually agree to waive the thirty (30) day requirement and to shorten the time for notice of termination. In the event of termination in the absence of breach, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the Engineer under this contract shall at the option of the City become its property, and the Engineer shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

7. **Conflicts**. No salaried officer or employee of the City, and no member of the City Council shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the contract void. Any federal regulations, and applicable provisions in Section 105.450 et seq. RSMo. shall not be violated. Engineer covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this contract. The Engineer further covenants that in the performance of this contract no person having such interest shall be employed.

8. **Assignment**. The Engineer shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the City thereto. Provided, however, that claims for money due or to become due to the Engineer from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City. Any such assignment is expressly subject to all rights and remedies of the City under this agreement, including the right to change or delete activities from the contract or to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this agreement, though City will attempt to so notify any such assignee.

9. **Confidentiality of Documents**. Any reports, data, design or similar information given to or prepared or assembled by the Engineer under this contract which the City requests to be kept as confidential shall not be made available to any individual or organization by the Engineer without prior written approval of the City.

10. **Discrimination.** The Engineer 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, or political opinion or affiliation, against any employee of Engineer or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.

11. **Occupational License**: The Engineer 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 Engineer. No contract will be executed by the City until this occupational license has been obtained and that the Engineer is current on any City taxes is verified.

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

13. **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 Engineer is associated with a business entity, Engineer 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, Engineer must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

14. **Nonresident/Foreign Contractors**. The Engineer shall procure and maintain during the life of this contract:

a. If the Engineer 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 351.572 RSMo.

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.

15. **General Independent Contractor Clause**. This agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the Engineer 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 Engineer will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Engineer's activities and responsibilities hereunder. The Engineer agrees that it is a separate and independent enterprise from the public employer, 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 a high level of skill necessary to perform the work. This agreement shall not be construed as creating any joint employment relationship between the Engineer and the City, and the City will not be liable for any obligation incurred by the Engineer, including but not limited to unpaid minimum wages and/or overtime premiums.

16. **City Benefits**. The Engineer 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.

17. **Liability and Indemnity**. The parties mutually agree to the following:

a. The Engineer shall defend, indemnify, and hold the City harmless from and against all damages, losses, liabilities, expenses, and costs with respect to all claims, including, but not limited to, claims for personal injuries, wrongful death, and damages to property, which may be asserted against the City by any person or entity as the result of Engineer's (or any of Engineer's subcontractors) negligent acts, errors, or omissions in the course of the performance of this contract, provided that the Engineer is not obligated to indemnify or hold harmless the City from the City's own negligence or wrong doing.

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

c. In no event shall the City be liable to the Engineer for special, indirect, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this contract. The maximum liability of the City shall be limited to the amount of money to be paid or received by the City under this contract.

18. **Ownership of Documents.** All files and information will be submitted before or upon final approval and acceptance of the contract documents. All documents, including original drawings, calculations, computer runs, field notes, drawings, estimates, specifications, written design criteria and written reports are and remain the property of the Engineer until such time as this Agreement is, for any reason, terminated, at which time they become the property of the City. The Engineer shall furnish to the City, one set of reproducible record Mylars of drawings, AutoCAD files and copies of estimates, specifications, written reports, and written design criteria, in consideration of which the City will use them fully in connection with the project and will not sell them.

19. **Notices**. All notices required or permitted hereinunder and required to be in writing may be given by FAX or by first class mail addressed to City and Engineer at the addresses shown above. The date of delivery of any notice given by mail shall be the date falling on the third day after the day of its mailing. The date of delivery of notice by FAX transmission shall be deemed to be the date transmission occurs, except where the transmission is not completed by 5:00 p.m. on a regular business day at the terminal of the receiving party, in which case the date of delivery shall be deemed to fall on the next regular business day for the receiving party.

20. **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 litigated, venue shall be proper only in the Circuit Court of Jasper County, Missouri.

21. **Entire Agreement**. This agreement contains the entire agreement of the parties. No modification, amendment, or waiver of any of the provisions of this agreement shall be effective unless in writing specifically referring hereto, and signed by both parties.

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:

CJW Transportation Consultants LLC

By: _____

Printed Name: Dane Soucier

Title: President

Date: 3/14/22

CITY OF JOPLIN, MISSOURI

By: _____

Dan Johnson, P.E.
Public Works Director

Date: _____

CITY		ENGINEER	
CITY OF JOPLIN 602 S. MAIN STREET JOPLIN, MO 64801		Name: CJW Transportation Consultants, LLC Address: 5051 S. National, Ste. 7A Springfield, MO 65810	
Attention: Dakota Rusk		Attention: Dane Seiler, PE	
Department: Public Works – Engineering		Phone: 417-889-3400	Fax: 417-889-3402
Phone: 417-624-0820 ext. 1598	Fax: 417-625-4738	Joplin Signal System Assessment	

WORK AUTHORIZATION NUMBER CJW-Signal-2022
TO AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES

City and Engineer agree to amend their Agreement for Professional Engineering Consulting Services to include a scope of work and fees for engineering services, by adding the following terms to their Agreement.

1. **Services**. The City agrees to engage the services of the Engineer and the Engineer agrees to perform the services hereinafter set forth in connection with projects described in ***Exhibit A***.

2. **Addition to Services**. The City may add to the Engineer services or delete therefrom activities of a similar nature to those set forth in ***Exhibit A***, provided that the total cost of such work does not exceed the total cost allowance as specified in Paragraph 5 hereof. The Engineer shall undertake such changed activities only upon the direction of the City. All such directives and changes shall be in written form and prepared and approved by the City and shall be accepted and countersigned by the Engineer.

3. **Term**. The services of the Engineer shall commence as soon as practicable after the execution of this contract, unless otherwise directed in writing, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of the contract, but in any event, all of the services required hereunder shall be completed as set forth in the schedule for the project which is attached hereto as ***Exhibit A***.

4. **Costs not to Exceed**. The City of Joplin is limited by law with respect to the amount of money it can pay. Therefore, the City has established a fixed sum for this contract, which cannot be exceeded unless this contract is amended. The Engineer providing services hereunder shall be required to keep track of the amount of hours billable under this contract at all times; and any work in excess of the fixed sum shall not be eligible for payment. The Engineer shall notify the City if Engineer anticipates that the contract amount may be exceeded, in order to determine whether or not the City is prepared to increase the total compensation. The Engineer shall establish a billing system showing the amount of money remaining on the contract, which shall be shown in each monthly billing.

5. **Payment**.

a. **Conditioned upon acceptable performance**. The City agrees to pay the Engineer in accordance with the terms set forth in ***Exhibit A***, which shall constitute complete compensation for all services to be rendered under this contract; provided, that where payments are to be made periodically to Engineer for services rendered under this contract, the City expressly reserves the right to disapprove in whole or in part a request for payment where the services rendered during the period for which payment is claimed are not performed in a timely and satisfactory manner in accordance with the schedule and description of services set forth in ***Exhibit A***.

b. **Total compensation not to exceed**. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Engineer under the terms of this work Authorization Number CJW-Signal-2022 exceed the sum of One Hundred Ten Thousand One Hundred Fifty-One and 00/100 Dollars ($110,151.00).

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, 2022, 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 Sixty-Five Thousand Nine Hundred Fifty-Two and no/100 Dollars ($3,065,952.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Fifty-Nine Thousand Eight Hundred Ninety-Three and no/100 Dollars ($459,893.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Engineer agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorneys fees of Engineer, its employees, officers or agents. Engineer agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Three Million Sixty-Five Thousand Nine Hundred Fifty-Two and no/100 Dollars ($3,065,952.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Fifty-Nine Thousand Eight Hundred Ninety-Three and no/100 Dollars ($459,893.00) 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: CJW Transportation LLC

By: _____

Printed Name: Dane Sotelo

Title: President

Date: 3/14/22

CITY OF JOPLIN, MISSOURI

By: _____

Dan Johnson, P.E.
Interim Public Works Director

Date: _____

CJW
Providing Transportation and Engineering Solutions

5051 S. National, Ste. 7A
Springfield, MO 65810
Phone: 417.889.3400
Fax: 417.889.3402
www.GoCJW.com

March 9, 2022

Dakota Rusk,
City of Joplin
602 S Main Street
Joplin, Missouri 64801

RE: Request for Proposal, Joplin Signal System Assessment

Dear Mr. Rusk,

CJW Transportation Consultants, LLC has thoroughly reviewed your request to provide signal system assessment, signal timing, lighting review, and operational analysis services for the Joplin Signal System. Please see attached proposal for your review and approval.

If you have questions and need additional information, let me know.

Sincerely,

Dane Seiler, P.E., PTOE
President
CJW Transportation Consultants, LLC

This is **Attachment A**, consisting of 6 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services**

Engineer's Services

The Joplin Signal System Review project will consist of the review of all signals within the city of Joplin. That review will include a documenting and assessing the current signal equipment in the field. In addition signal timing will be reviewed for each intersection as a part of the project. New signal timing plans will also be developed and implemented throughout the city. Additional work items include providing an analysis of the current duties of the signal technician, evaluating staffing signal maintenance staffing levels, and a benefit cost analysis of the streetlights. The Engineer will serve as an extension of City staff to provide assistance in the delivery of the project designated as "Joplin Signal System Review" hereinafter referred to as the PROJECT.

Engineer shall provide Basic and Additional Services as set forth below.

PART 1 – BASIC SERVICES

1. Engineer will provide project management for engineering tasks, including development of a detailed milestone schedule all phases of the PROEJCT including meeting dates, deliverable dates and procurement milestones for inclusion in RFQ/RFP documents with post-proposal and construction administration management

2. Engineer will provide monthly project updates describing completed and upcoming tasks, including distribution of a regular look ahead calendar of tasks.

3. Engineer will prepare monthly reporting on budget, status, pending changes, and schedule.

Project Records & Administration

1. Engineer will maintain a record of project documents, meetings, correspondence, comments, and other pertinent material throughout the course of the project. The materials shall be assimilated into an electronic Project Record at the completion of the project. The Project Record will include editable copies of raw material, such as AutoCAD and Word files for the project deliverables

Quality Management

1. Engineer will provide quality assurance to develop and evaluate project delivery process and discipline collaboration throughout all phases of the PROJECT.

Project Scheduling

1. Engineer will provide and maintain scheduling for all phases of the PROJECT.

Project Coordination

1. The Engineer's Project Manager or designee will coordinate work activities with the City's Project Manager and others.

2. The Engineer's Project Manager or designee will coordinate daily work activities of the subcontractors and provide oversight and overall project management.

3. The Engineer's Project Manager or designee will participate in a biweekly teleconference or video conference to keep the City's Project Manager abreast of the progress. The meeting should last 30 minutes to an hour on average. The frequency of the meeting will be expected for the first four (4) months of this PROJECT. Meeting frequencies may be adjusted at any time as the City's Project Manager deems necessary.

TASK 1.0 Signal System Data Collection

1.1. Kick off Meeting

The Consultant shall organize and conduct a kick off meeting for the project. The meeting will involve all necessary City and Engineer personnel for the completion of the project. The Engineer shall provide an agenda for the meeting.

1.2. Coordination with City GIS Personnel

The Consultant will coordinate with City GIS personnel on the type of data required for input into the city of Joplin's GIS system. IT is anticipated that the Engineer will proved the data, and the city will input the data into the cities GIS system.

1.3. Establishment of Data to Collect

The Consultant shall establish a working list of items to be collected at each signalized intersection. This list shall include pertinent signal related items for the city. The list will be collaboration between the consultant, city staff, and standard practices. Data may include the following:

Signal controllers, supports, indications, detection, pedestrian facilities, all field data, signs, back plates, signal plans, timing plans.

1.4. Field Data Collection

The Consultant will provide data collection and field evaluation of each of the 55 traffic signals within the city of Joplin. The consultant will provide detailed information on each signal, and evaluate the signal based upon condition, ADA standards, and overall need. A field inspection should be conducted to identify any detectors, pushbuttons or other appurtenances that are not operational that could affect system operation. Included shall be a confirmation that internal controller clocks are synchronized (system parent and local clocks). A list of deficiencies will be provided to the maintaining agency identifying any problems. The consultant shall report to the maintaining agency, systems that show excessive clock drift during the inspection. The maintaining agency will consider this information to determine if physical system changes are required to prevent future clock drifting from affecting system operation.

1.5. Summarization of Data

All Data will be summarized for City use. Data will be summarized in spreadsheet format and coordinated with the use of the Cities GIS system.

1.6. Technical Report

1.7. Meeting updates

The Consultant will conduct periodic meetings throughout the project to update and coordinate with City Staff.

TASK 2.0 Signal Timing

2.1. Review of Timing

The consultant will utilize traffic modeling to provide a cursory review of the existing signal timing, reviewing the splits, and coordination factors for the timing.

2.2. Clearance Interval Review

The Consultant will review existing clearance intervals for consistency and comparison to the existing standards.

2.3. Traffic Modeling

The initial model shall include the correct minimum initials, vehicular clearance, pedestrian intervals, and aerial background image. With the model shall be an "Existing Geometrics and Signal Layout" diagrams including intersection phasing. This is a one page per intersection diagram with an aerial of the intersection showing the signal layout (and phase diagram).

The time of day models should use the highest volume hour. The time of day models should be complete with the various applicable local timing parameters including:

a. Min Initials;
b. Min Splits;
c. Pedestrian Intervals;
d. Yellow Time;
e. Red Time;
f. Vehicle Extension/Min Gaps

The specific tasks related to modeling are:

Field Work - shall be performed, if necessary, to gather necessary model parameters, including basic geometrics, lane use, turn lane storage length, intersection widths (red calculation), pedestrian crossing widths, lane widths, intersection spacing, signal phasing, etc.

Model Creation - Shall consist of the physical creation of the Synchro 10 timing model using already gathered volume information and field work information. A base model should be created and submitted to for review/approval as described above. The consultant may at his/her discretion create the other timing plan models; however, they shall be revised accordingly based upon any comments received on the submitted base model. Models shall be created for each of the following timing plans with checkmarks:

- ☐ Weekday AM peak
- ☐ Weekday MID peak
- ☐ Weekday PM peak
- ☐ Weekday Off peak

Model Check/Calibration - shall consist, when necessary, of making vehicle and driver parameter changes to ensure the model accurately represents real-world conditions.

Timing Table Creation- shall consist of making easily readable timing tables for use in the field (or via download) to program controllers with optimized timing plans. Existing controller timings will be provided at each intersection, if requested, such timings should then be summarized into the spreadsheet for ease of reviews and to compare existing to proposed timing. Included shall be cycle lengths, splits, offsets, local timing parameters (min, max, recalls, yellow, red, ped timing, memory settings, etc). Also included shall be plan transition times (time when a plan is scheduled to begin).

Note: The implementation of a new timing plan (plan transition time) should normally occur at least a half hour prior to when it is needed. The implementation of a new timing plan can cause a lack of coordination for 2-4 cycle lengths, so this disruption should be completed prior to the onset of peak hours.

2.4. Field Implementation

The maintaining agency or an equipment vendor will install the new timing plans. Consultant should review installed timings via database print outs and/or field checks to insure they are correct in the controller.

2.5. Field Refinement

The consultant shall make field observations of implemented, optimized signal timings. The recommended timing adjustments shall be submitted to the maintaining agency for approval. The maintaining agency or an equipment vendor will install the recommended timing adjustments.

TASK 3.0 Future Needs Analysis

The Consultant will look and the overall needs of the city signal system and evaluate any capital projects to improve the signal system including evaluating central software, interconnect, and operational needs. In addition the consultant will review the need for upgrades to additional signals providing the city with a list of anticipated projects with budgets for inclusion on the CIP project list. The consultant will provide a detail report that will include a summer of Task 4.0 and Task 5.0.

TASK 4.0 Review of Signal Technician Duties

The Consultant will provide an analysis of Signal Technician duties. In addition to identifying any needed duties, the consultant will also provide a staffing level analysis for maintenance of the city signal system.

TASK 5.0 Streetlight Analysis

The Consultant will analyze the current ownership and operation of the streetlights within the city of Joplin. The Consultant will coordinate the data for their analyses with the city of Joplin, and Liberty utilities. With the assistance of the city, the consultant will analyze various ownership scenarios of the street lights

PART 2 – ADDITIONAL SERVICES

A2.01 *Additional Services Requiring Owner's Written Authorization*

If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner.

Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.

Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer, or the Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.

Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in Paragraph A1.01.A.1 and 2.

Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.

Furnishing services of Consultants for other than Basic Services.

Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.

A3.01 *Exclusions and Assumptions*

Exclusions:

Assumptions:

City of Joplin will provide existing signal timing plans

Traffic Count Data will be provided by the City of Joplin

Subject:	Engineering Design Fee Estimate City of Joplin, Missouri Joplin, Missouri Signal System Review			
By:	CJW	Date:	3/9/2022	Sheet:
CJW No.	21100			1 of 2

MAN-HOURS and FEE ESTIMATE

		Project Principal	Senior Engineer	Project Engineer	Engineer Intern	Senior Designer	Signal Tech	Field Inspector	Office Administrator	Hours	Cost
	Hourly rate =	$170.00	$150.00	$108.00	$79.00	$83.00	$100.00	$65.00	$32.00	Total	total
Joplin Signal System Review											
Task 1.0 Signal System Data Collection											
Task 1.1	Kick off Meeting		2		2					4	$458
Task 1.2	Coordination with City GIS Personnel		2		32					34	$2,828
Task 1.3	Establishment of Data & Worksheet		2		12					14	$1,248
Task 1.4	Field Data Collection at 55 Locations		8		110					118	$9,890
Task 1.5	Summarization of Data		2		40					42	$3,460
Task 1.6	Technical Report and Findings		8		32					40	$3,728
Task 1.7	Meeting Updates		10		10					20	$2,290
Subtotal		**0**	**34**	**0**	**238**	**0**	**0**	**0**	**0**	**272**	**$23,902**
Task 2.0 Signal Timing											
Task 2.1	Cursory Review of Timing		60		40					100	$12,160
Task 2.2	Clearance Interval Analysis		8		40					48	$4,360
Task 2.3	Traffic Modeling		16		80					96	$8,720
Task 2.4	Field Implementation		60		60					120	$13,740
Task 2.5	Field Refinement		40		40					80	$9,160
Task 2.6	Signal Timing Development		16		60					76	$7,140
Subtotal		**0**	**200**	**0**	**320**	**0**	**0**	**0**	**0**	**520**	**$55,280**
Task 3.0 Future Needs Analysis											
Task 3.1	Evaluate Existing Conditions		16							16	$2,400
Task 3.2	Evaluate System Approach		16							16	$2,400
Task 3.3	Determine Signal Related CIP Projects		32							32	$4,800
Task 3.4	Provide a Cost for projects		8		24					32	$3,096
Task 3.5	Provide a detailed report on recommended		24		24					48	$5,496
Task 3.12	QA/QC		8							8	$1,200
Subtotal		**0**	**104**	**0**	**48**	**0**	**0**	**0**	**0**	**152**	**$19,392**
Task 4.0 Review Duties of Signal Technician											
Task 4.1	Review Current Duties of Signal tech		4				16			20	$2,200
Task 4.2	Review Staffing Need based upon workload		2				8			10	$1,100
Subtotal		**0**	**6**	**0**	**0**	**0**	**24**	**0**	**0**	**30**	**$3,300**
Task 5.0 Streetlight Analysis											
Task 5.1	Analyze Current Street Light Conditions		8		12					20	$2,148
Task 5.2	Review Future Streetlight scenarios		8		12					20	$2,148
Task 5.3	Develop a benefit cost analysis of scenarios		8		12					20	$2,148
Subtotal		**0**	**24**	**0**	**36**	**0**	**0**	**0**	**0**	**60**	**$6,444**

Subject:	**Engineering Design Fee Estimate** **#REF!** **#REF!** **#REF!**			
By:	#REF!	Date:	3/9/2022	Sheet:
CJW No.	21100			2 of 2

SUMMARY OF MAN-HOURS and FEE ESTIMATE

CJW Transportation Consultants, LLC

Task #		Hours	Cost
Task 1.0	Signal System Data Collection	272	$ 23,902
Task 2.0	Signal Timing	520	$ 55,280
Task 3.0	Future Needs Analysis	152	$ 19,392
Task 4.0	Review Duties of Signal Technician	30	$ 3,300
Task 5.0	Streetlight Analysis	60	$ 6,444
	Σ Hours =	1034	Σ Labor = **$ 108,318**

Direct Cost

Prints/ Copies						$250
Travel	2,800	Miles @	$0.566	/Mile		$1,583
					Reimbursable Total =	**$1,833**
					Total Estimated Fee =	**$110,151**

TOTAL FEE =	**$110,151**
TOTAL NOT TO EXCEED FEE =	**$110,151**



CJW
2022 Fee Schedule

Personnel Hourly Rates:	
Principal	$170.00
Senior Engineer	$150.00
Project Engineer	$108.00
Engineer Intern	$79.00
Inspector	$74.00
Senior Designer	$83.00
Senior Designer II	$78.00
Survey Manager / PLS	$88.00
Survey Crew Chief	$72.00
Survey Crew Member	$60.00
2 Person Survey Crew	$132.00
Traffic Data Collector	$30.00
Engineering Technician	$62.00
Administrator	$34.00
Clerical	$30.00

Expenses and Equipment Charges:	
Vehicle (3/4 ton or less)	$0.535/mile
Copies	$0.10/each
Blueprints	$0.50/sq. ft.
Real Time GPS Equipment	$250.00/day
Robotic Prism-Less Instrument	$195.00/day

Reimbursables: Travel Expenses, Outside Printing, Sub-Contractor Expenses

Overtime (Over 8 hours a day, 40 hours a week, Saturdays, Sundays, and Holidays):
1.5 times the hourly rate

CJWTRAN-01 KMCTAGGART

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/9/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Insurancenter 2901 Arizona Ave Joplin, MO 64804	CONTACT NAME: Kathleen McTaggart PHONE (A/C, No, Ext): (417) 623-7500 FAX (A/C, No): E-MAIL ADDRESS: kmctaggart@theinsurancenter.com
INSURED CJW Transportation Consultants, LLC 5051 S National, Ste 7A & 7B Springfield, MO 65810	INSURER A : CINCINNATI INSURANCE COMPANY 10677 INSURER B : Cincinnati Casualty Company 28665 INSURER C : Everest National Insurance Company 10120 INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			ECP0383831	4/22/2021	4/22/2022	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			ECP0383831	4/22/2021	4/22/2022	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			ECP0383831	4/22/2021	4/22/2022	EACH OCCURRENCE	$ 3,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 3,000,000
	DED X RETENTION $ 0							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		EWC0383832	4/22/2021	4/22/2022	X PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	Prof Liability			AAEP000081211	4/22/2021	4/22/2022	Occurrence	1,000,000
C	Prof Liability			AAEP000081211	4/22/2021	4/22/2022	Aggregate	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

City of Joplin
602 S Main St
Joplin, MO 64801

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Kathy McTaggart

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COUNCIL BILL NO. 2022-117 ORDINANCE NO

AN ORDINANCE approving an Agreement and Work Authorization with CJW Transportation Consultants, LLC (CJW) in the not to exceed amount of One Hundred Ten Thousand One Hundred Fifty-One and 00/100 dollars ($110,151.00) for professional engineering consulting services for the Joplin Signal System Study; 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 Agreement and Work Authorization with CJW in the not to exceed amount of One Hundred Ten Thousand One Hundred Fifty-One and 00/100 dollars ($110,151.00) for professional engineering consulting services for design and construction inspection services for the Joplin Signal System Study, a true and accurate copy of said work authorization being attached hereto and incorporated herein, 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 agreement, or agreement 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 work authorization, 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 Capital Improvement Sales Tax fund.

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

_____, 2022 by a _____ vote.

_____

ATTEST: Ryan D. Stanley, Mayor

_____

Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

Council Bill 2022-117

I hereby certify that a sufficient amount is available in the Capital Improvement Sales Tax Fund to pay the amounts called for on the basis of the negotiated fee.

_____

Leslie Haase, Director of Finance

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill No. 2022- 350, Building Regulations

MEETING DATE
April 4, 2022

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- Nick 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 2328 Main St.

BACKGROUND
The above listed address was "tagged" as a dangerous building on October 14, 2013. The structures were determined to be dangerous under sub sections of the Dangerous Building Code (Section 26-612, Joplin City Code). On December 24, 2021, an advertisement for bids was published in the Joplin Globe with bids being received on January 7, 2022 for the removal of structures and any reaming debris including footings and foundations. At that time bids were received as follows.

Gator Demolition	$ 5,800.00
B&D Yardbuilders	$ 3,404.00

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 2021-22 budget of the Revolving Fund.

RECOMMENDATION
City Staff recommends that the demolition removal contract be awarded to B&D Yardbuilders for $3,404.00 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. 2022- 350, Photograph of Property, Bid Tabulation

CLOSING DATE:	7-Jan-2022	DEPT:	Planning & Community Development
STARTING TIME	10:00 AM		
CLOSING TIME:	10:15 AM	BID OPENED BY:	Kim Newhouse
Demolition of all structures		LOCATION:	2328 S. Main Street

COMPANY	BIDS
B & D Yardbuilders	$3,404.00
Big John's Heavy Equipment	NO BID
Clay Cole Trucking	NO BID
Gator Industrial	$5,800.00
Nelson's Enterprises	NO BID


COUNCIL BILL 2022-350
2328 MAIN ST.







COUNCIL BILL NO. 2022 – 350 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 lot area located at 2328 Main St. in the City of Joplin, Missouri, for Three Thousand Four Hundred and Four 00/100 Dollars ($ 3,404.00); 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 Three Thousand Four Hundred Four 00/100 Dollars ($ 3,404.00) is hereby approved for the demolition of the structure(s) and clearing of lot area located at 2328 Main St.

Section 2. The contractor will be paid in cash for the portion of the work performed by him, and this amount will be appropriated from the Revolving Public Improvement Fund and will be evidenced by a special tax bill made and levied against 2328 Main St. and legally described as:

ALL OF LOTS NUMBERED ONE HUNDRED SEVENTY-SIX (176), ONE HUNDRED SEVENTY- SEVEN (177) AND ONE HUNDRED SEVNTY-EIGHT (178) ON O'KEEF'S ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF.

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 _____ day of _____, 2022, by a _____ vote.

_____
Ryan D. Stanley – 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. 2022- 351, Building Regulations

MEETING DATE
April 4, 2022

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- Nick 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 323 Mineral Ave.

BACKGROUND
The above listed address was "tagged" as a dangerous building on October 14, 2013. The structures were determined to be dangerous under sub sections of the Dangerous Building Code (Section 26-612, Joplin City Code). On December 24, 2021, an advertisement for bids was published in the Joplin Globe with bids being received on January 7, 2022 for the removal of structures and any reaming debris including footings and foundations. At that time bids were received as follows:

Gator Demolition	$ 3,500.00
B&D Yardbuilders	$ 3,404.00

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 2021-22 budget of the Revolving Fund.

RECOMMENDATION
City Staff recommends that the demolition removal contract be awarded to B&D Yardbuilders for $3,404.00 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. 2022- 351, Photograph of Property, Bid Tabulation

CLOSING DATE:	7-Jan-2022	DEPT:	Planning & Community Development
STARTING TIME	10:00 AM		
CLOSING TIME:	10:15 AM	BID OPENED BY:	Kim Newhouse
Demolition of all structures		LOCATION:	323 N. Mineral Ave

COMPANY	BIDS
B & D Yardbuilders	$3,404.00
Big John's Heavy Equipment	NO BID
Clay Cole Trucking	NO BID
Gator Industrial	$3,500.00
Nelson's Enterprises	NO BID


COUNCIL BILL 2022-351
323 N. MINERAL AVE.







COUNCIL BILL NO. 2022 – 351 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 lot area located at 323 N. Mineral Ave. in the City of Joplin, Missouri, for Three Thousand Four Hundred Four and 00/100 Dollars ($ 3,404.00); 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 in the amount of Three Thousand Four Hundred Four 00/100 Dollars ($ 3,404.00) is hereby approved for the demolition of the structure(s) and clearing of lot area located at 323 N. Mineral Ave.

Section 2. The contractor will be paid in cash for the portion of the work performed by him, and this amount will be appropriated from the Revolving Public Improvement Fund and will be evidenced by a special tax bill made and levied against 323 N. Mineral Ave. and legally described as:

ALL OF LOT NUMBERED ONE IN BLOCK THREE (3) OF J.C. COX'S FIRST ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF.

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 _____ day of _____, 2021, by a _____ vote.

_____
Ryan D. Stanley – 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. 2022- 352, Building Regulations

MEETING DATE
April 4, 2022

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- Nick Edwards.

SUMMARY
This council bill approves the contract by and between the City of Joplin and with Gator Demolition to remove the structures, and any remaining debris including foundation and footings located at 213 E 14TH St.

BACKGROUND
The above listed address was "tagged" as a dangerous building on August 18, 2021. The structures were determined to be dangerous under sub sections of the Dangerous Building Code (Section 26-612, Joplin City Code). On March 4, 2022, an advertisement for bids was published in the Joplin Globe with bids being received on March 18, 2022 for the removal of structures and any reaming debris including footings and foundations. At that time bids were received as follows.

Gator Demolition	$ 3,800.00
Big Johns	$ 7,000.00
B&D Yardbuilders	$ 7,130.08

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 2021-22 budget of the Revolving Fund.

RECOMMENDATION
City Staff recommends that the demolition removal contract be awarded to Gator Demolition for $3,800.00 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. 2022- 352, Photograph of Property, Bid Tabulation

CLOSING DATE: 18-Mar-22 DEPT: Planning & Community Development

STARTING TIME 10:00 AM

CLOSING TIME: 10:20 AM BID OPENED BY: Jeff Oliver/Kim Newhouse

Demolition of all structures LOCATION: 213 E. 14th St.

COMPANY	BIDS
B & D Yardbuilders	$7,130.08
Big John's Heavy Equipment	$7,000.00
Clay Cole Trucking	NO BID
Gator Industrial	$3,800.00
Nelson's Enterprises	NO BID


COUNCIL BILL 2022-352
213 E 14TH ST.







COUNCIL BILL NO. 2022 – 352 ORDINANCE NO.

AN ORDINANCE approving the contract by and between the City of Joplin and Gator Demolition for the demolition of the structure(s) and clearing of lot area located at 213 E 14TH St. in the City of Joplin, Missouri, for Three Thousand Eight Hundred and 00/100 Dollars ($ 3,800.00); 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 Gator Demolition in the amount of Three Thousand Eight Hundred 00/100 Dollars ($ 3,800.00) is hereby approved for the demolition of the structure(s) and clearing of lot area located at 213 E 14th St.

Section 2. The contractor will be paid in cash for the portion of the work performed by him, and this amount will be appropriated from the Revolving Public Improvement Fund and will be evidenced by a special tax bill made and levied against 213 E 14TH St. and legally described as:

ALL OF THE EAST 80 FEET OF LOT NUMBERED FIFTY (50) IN JOHN C COX JR'S SECOND ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF.

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 _____ day of _____, 2022, by a _____ vote.

_____
Ryan D. Stanley – Mayor

ATTEST:

_____
Holly Nagy – City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2022-509 – Approving the first amendment to the 32nd Street Place Community Improvement District

MEETING DATE
April 4, 2022

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2022-509 Ordinance; Exhibit "A" First Amendment to the 32nd Street Place Community Improvement District; CID Public Improvements Exhibit

REVIEWED BY
Department Head: Leslie Haase; Planning Director: Troy Bolander; City Attorney: Peter Edwards; City Manager: Nick Edwards

SUMMARY
This Council Bill approves the first amendment to the 32nd Street Place Community Improvement District (CID) for the area generally located to the north of Hammons Boulevard and the east of Rangeline Road and south of 32nd Street.

BACKGROUND
In August of 2020, the City Council approved the 32nd Street Place Community Improvement District (CID). Woodsonia Joplin, LLC (the developer) submitted a petition to the City to form a community improvement district (CID) for a proposed development located in this general area, called 32nd Street Place.

The amendment makes the following changes:

(1) Updates definitions
(2) Updates the CID boundary exhibits following the previously approved annexations and deannexations within the CID boundaries
(3) Updates the CID budget exhibits
(4) Removes the requirement for Area A and Area B bank subaccounts

(1) Update the CID Revenue Account and bank subaccount definitions to reflect the actual flow of the CID revenues for the repayment of the bonds.
(2) Previously, the City Council has approved annexations and deannexations to the District. This amendment includes updated exhibits to show the current CID boundaries following these changes.
(3) Exhibit E-1 is the updated Five-Year Plan budget that was approved by Ordinance 2021-177. Exhibit E-2 is the updated CID project budget used for the bond issuance. Both budget updates will allow the CID to use bond proceeds to pay for planned improvements at 32nd Street and 36th Street.

(4) It was originally thought that bank subaccounts would be needed to properly account for the two areas. However, these subaccounts are not needed and, as such, are being removed from the CID Cooperative Agreement.

FUNDING SOURCE

Not applicable for this item.

RECOMMENDATION

Staff recommends approval of this council bill on an emergency basis in order to advance this project.

COUNCIL BILL NO. 2022-509 ORDINANCE NO.

AN ORDINANCE approving the First Amendment to Cooperative Agreement among the City of Joplin, Missouri, the 32nd Street Place Community Improvement District, and Woodsonia Joplin, LLC; authorizing the City Manager to execute said Amendment on behalf of the City of Joplin; and containing an emergency clause.

WHEREAS, the City of Joplin, Missouri (the "City") is a charter city and a political subdivision of the State of Missouri; and

WHEREAS, on August 3, 2020, the City Council adopted Ordinance No. 2020-113 creating the 32nd Street Place Community Improvement District (the "District") as a political subdivision of the State of Missouri to fund certain public facilities and the rehabilitation of blighted private property within the project area, all in accordance the Missouri Community Improvement District Act, Sections 67.1401-67.1571, Revised Statutes of Missouri, as amended (the "CID Act)"; and

WHEREAS, the boundaries of the District have been subsequently amended by: Ordinance No. 2020-193 dated December 7, 2020; Ordinance No. 2020-205 dated December 21, 2020; Ordinance No. 2021-012 dated January 19, 2021; and Ordinance No. 2021-177 dated December 6, 2021; and

WHEREAS, the District, the City, and Woodsonia Joplin, LLC, a Nebraska limited liability company ("Woodsonia") entered into the Cooperative Agreement (the "Cooperative Agreement") dated December 30, 2020, which sets forth the parties' rights and obligations with respect to District administration and the financing and construction of the District's project, which specifically includes: (a) acquisition of property within the District for public and private improvements; (b) capital improvements within the District as permitted by the CID Act, including (i) Hammons Boulevard improvements and realignment, (ii) traffic light on 32nd Street, and (iii) related hardscape, landscaping, and utility improvements; (c) remediation of blighting conditions on private property within the District as permitted under the CID Act provided that the City Council first determines that the action to be taken is reasonably anticipated to remediate the blighting conditions and will serve a public purpose; (d) administration and operation of the District as permitted under the CID Act; and (e) further all other lawful purposes of the District under the CID Act and services authorized by the formation petition as approved by the City Council (collectively, the "Project"); and

WHEREAS, the qualified voters within the District approved a community improvement sales tax (the "Sales Tax") in a mail-in ballot election and the Sales Tax became effective on January 1, 2021, all in accordance with the CID Act; and

WHEREAS, to finance the Project, the Industrial Development Authority of the City of Joplin, Missouri, issued as of February 15, 2021, its Sales Tax Revenue Bonds (32nd Street Place Community Improvement District Project), Series 2021, in the original principal amount of $15,925,000 (the "2021 Bonds"). The 2021 Bonds are payable solely from the Sales Tax; and

WHEREAS, at the time the 2021 Bonds were issued, it was anticipated that 2021 Bond proceeds would be used to pay for additional public improvements north of the midline of 32nd Street and to 36th Street at its intersection with Rangeline Road, and the City Council by Ordinance No. 2021-177 dated December 6, 2021, approved: (i) the addition of property to the District to allow the District to fund such public improvements; and (ii) an update to the Five-Year Plan budget attached as Exhibit D-1 to the Formation Petition to include line items for such public improvements; and

WHEREAS, the 2021 Bond documents refer to the original Project budget attached as Exhibit E-2 to the Cooperative Agreement. To allow the District to utilize 2021 Bond proceeds to fund planned public improvements north of the midline of 32nd Street and on 36th Street at its intersection with Rangeline Road, it is necessary to amend the Project budget attached as Exhibit E-2 to the Cooperative Agreement to include such public improvements; and

WHEREAS, by its Resolution No. 2022-01 dated March 17, 2022, the District's Board of Directors approved the First Amendment to Cooperative Agreement (the "Amendment") among the District, the City, and Woodsonia to update the District budgets attached to the Cooperative Agreement as Exhibits E-1 and E-2 and to make such other amendments to the Cooperative Agreement included in the Amendment as presented to the City Council for approval.

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

Section 1. That the First Amendment to Cooperative Agreement among the City of Joplin, Missouri, the 32nd Street Place Community Improvement District, and Woodsonia Joplin, LLC, attached hereto as Exhibit A is approved and the City is authorized to execute said amendment on behalf of the City.

Section 2. The City Manager, City Clerk and any other appropriate City officials are hereby authorized to take any action as may be deemed necessary or convenient to carry out and comply with the intent of this Ordinance and to execute and deliver for and on behalf of the City all certificates, instruments or other documents as may be necessary, desirable, convenient or proper to perform all matters herein authorized.

Section 3. It is hereby declared to be the intention of the City Council that each and every part, section and subsection of this Ordinance shall be separate and severable from each and every other part, section and subsection hereof and that the City Council intends to adopt each said part, section and subsection separately and independently of any other part, section and subsection. In the event that any part, section or subsection of this Ordinance shall be determined to be or to have been unlawful or unconstitutional, the remaining parts, sections and subsections shall be and remain in full force and effect, unless the court making such finding shall determine that the valid portions standing alone are incomplete and are incapable of being executed in accord with the legislative intent.

Section 4. This Ordinance relating to the First Amendment to Cooperative Agreement is declared by the City Council to be an emergency within this meaning of Section 2.12, subparagraph (6), of the Home Rule Charter of the City of Joplin, Missouri, and as such shall become effective immediately upon its passage. The First Amendment to Cooperative Agreement needs to be approved to advance the District's project.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2022, by a _____vote.

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

EXHIBIT "A"

FIRST AMENDMENT TO COOPERATIVE AGREEMENT

among the

CITY OF JOPLIN, MISSOURI,

32ND STREET PLACE COMMUNITY IMPROVEMENT DISTRICT,

and

WOODSONIA JOPLIN, LLC

EXHIBITS

A. Legal Description and Map – Current District Area (Revised)

E-1. CID Five-Year Budget (Revised)

E-2. CID Project Budget (to be paid from the Obligations) (Revised)

G-2. Legal Description and Map – Annexed Property (New)

H. Additional Map – Location of Public Improvements (New)

FIRST AMENDMENT COOPERATIVE AGREEMENT

THIS FIRST AMENDMENT TO COOPERATIVE AGREEMENT ("Amendment "), entered into as of this _____ day of _____, 2022, among the CITY OF JOPLIN, MISSOURI, a constitutional charter city and a political subdivision of the State of Missouri (the "City"), the 32ND STREET PLACE COMMUNITY IMPROVEMENT DISTRICT, a Missouri political subdivision (the "District") and WOODSONIA JOPLIN, LLC, a Nebraska limited liability company (the "Developer") (the City, District, and Developer are collectively referred to herein as the "Parties" and individually as "Party," as the context so requires). This Amendment supplements and amends that certain Cooperative Agreement dated December 30, 2020 among the Parties (the "Original Agreement"). The Original Agreement and this Amendment are collectively referred to as the "Cooperative Agreement" or "Agreement".

RECITALS

WHEREAS, on August 3, 2020, the City Council adopted Ordinance No. 2020-113, pursuant to which the City approved the Petition to establish the District and found the area described in the Petition to be a blighted area, and established the District for the purposes set forth in the Petition, as the boundaries of the District were subsequently amended by:

- on December 7, 2020, the City Council adopted Ordinance No. 2020-193, pursuant to which the City approved the addition of certain property to the District as described therein; and

- on December 21, 2020, the City Council adopted Ordinance No. 2020-205, pursuant to which the City approved the removal of certain property from the District as described therein; and

- on January 19, 2021, the City Council adopted Ordinance No. 2021-012, pursuant to which the City approved the addition of certain property to the District as described therein.

- on December 6, 2021, the City Council adopted Ordinance No. 2021-177, pursuant to which the City approved the addition of certain property to the District as described therein and **Exhibit G-2**. The property currently within the District is legally described and shown on **Exhibit A** attached hereto and incorporated herein by reference (the "District Area"); and

WHEREAS, the Second Amended Petition to Amend Boundaries and Add Property to the 32nd Street Place Community Improvement District ("Second Amended Annexation Petition") approved on December 6, 2021, by Ordinance No. 2021-177 also included an updated Five-Year Budget for the District, which is attached to this Amendment as **Exhibit E-1**.

WHEREAS, the Petition requested authority for the District to impose a CID Sales Tax at a rate of up to one percent (1%) to fund the CID Project and Operating Costs; and

WHEREAS, on December 28, 2020, the City Council adopted Ordinance No. 2020-210, which approved the 32ND Street Place Tax Increment Financing Plan and Projects ("TIF Plan"), established a redevelopment area, and selected the Developer to implement the projects in the TIF Plan pursuant to the terms of a separate redevelopment agreement, as may be amended

from time to time, with the Developer for the implementation of the Redevelopment Projects as described in the TIF Plan; and

WHEREAS, on December 28, 2020, the City Council adopted Ordinance No. 2020-211, which approved the Cooperative Agreement (the "Cooperative Agreement") dated December 30, 2020, among the District, the City, and the Developer, as may be amended from time to time, for the purpose of establishing the rights and obligations of the Parties with respect to the administration, enforcement, and operation of the CID Sales Tax and the funding of the CID Project and related Financing Costs, and Operating Costs therefrom; and

WHEREAS, the CID Sales Tax became effective on January 1, 2021; and

WHEREAS, on January 15, 2021, the District and the Developer entered in the Construction Management Agreement as contemplated in the Cooperative Agreement; and

WHEREAS, the Industrial Development Authority of the City of Joplin, Missouri (the "IDA"), with the approval of the City, issued on March 1, 2021, its Sales Tax Revenue Bonds (32nd Street Place Community Improvement District Project), Series 2021, in the original principal amount of $15,925,000 (the "2021 Bonds"), the proceeds of which will be used to fund CID Reimbursable Project Costs; and

WHEREAS, on March 12, 2021, the District acquired the Public Improvements Property and the City acquired the Escrowed Hammons Boulevard Property; and

WHEREAS, pursuant to the Construction Management Agreement, the Cooperative Agreement, and the CID Act, the District entered into the following construction contracts for the construction of the Hammons Boulevard Improvements and the Detention Area Improvements:

- Contract dated March 23, 2021, between the District and Jeff Asbell Excavating & Trucking, Inc., as amended by Change Order #1 dated on or about July 29, 2021; and

- Contract dated April 26, 2021, between the District and Emery Sapp & Sons, Inc., as amended by Change Order #1 dated on or about May 13, 2021; and

WHEREAS, at the time the IDA issued the 2021 Bonds, the budget attached to the Original Agreement as **Exhibit E-2** was revised (but not formally approved) to reflect the availability of proceeds to fund the CID Bond Project Costs, including additional improvements to 32nd Street and to 36th Street; and

WHEREAS, at the time the IDA issued the 2021 Bonds, the Parties understood and acknowledged that the District Area would need to be expanded and that **Exhibit E-2** would need to be updated to allow the District to fund such CID Bond Project Costs under the CID Act; and

WHEREAS, the District Area, as expanded in the Second Amended Annexation Petition, reflects the additional property necessary to accommodate construction of: (a) public road improvements on 32nd Street and Rangeline Road, as may be required by the City or MoDOT; and (b) public road improvements to 36th Street and its intersection with Rangeline Road, as may be required by City or MoDOT by annexing property into the District as legally described and shown on the map attached hereto as and incorporated herein as **Exhibit G-2**; and

WHEREAS, the Parties desire to amend the Cooperative Agreement as set forth in this Amendment.

NOW, THEREFORE, for and in consideration of the premises, and the mutual covenants herein contained, the Parties agree as follows:

ARTICLE 1: DEFINITIONS, RECITALS, AND EXHIBITS

Section 1.1 Recitals and Exhibits.

The representations, covenants, and recitations set forth in the foregoing recitals and the exhibits attached to this Amendment are material to this Amendment and are hereby incorporated into and made a part of this Amendment as though they were fully set forth in this Section, and the appropriate exhibits are incorporated into each section of this Amendment that makes reference to an exhibit.

Section 1.2. Amended Definitions.

The words and terms defined in Section 1.2 of the Cooperative Agreement (or as they appear elsewhere in the Cooperative Agreement) are hereby amended to include the following words and terms, which shall have the meanings ascribed to them in this Section unless the context in which such words and terms are used clearly requires otherwise:

"2021 Bonds" means the Sales Tax Revenue Bonds (32nd Street Place Community Improvement District Project), Series 2021, in the original principal amount of $15,925,000, issued by the IDA on March 1, 2021 to fund the Hammons Boulevard Improvements, the Detention Area Improvements, and the BKD Relocation.

"32nd Street Improvements" means the public road improvements to 32nd Street and its intersection with Rangeline Road as may be required by the City or MoDOT that are within the District and existing or to be acquired public right-of-way. A portion of the 32nd Street Improvements on the south side of 32nd Street is currently within the District and the additional planned 32nd Street Improvements have been added to the District upon the addition of the Annexed Property to the District.

"36th Street Improvements" means the public road improvements to 36th Street and its intersection with Rangeline Road as may be required by the City or MoDOT that are within the District and existing or to be acquired public right-of-way.

"Annexed Property" means the property legally described and shown on the map attached as **Exhibit G-2** that has been added to the District Area in accordance with the CID Act.

"CID Revenue Account" means the master trust fund established by the District to be known as the "The 32ND Street Place Community Improvement District Sales Tax Fund" into which CID Sales Tax Revenue shall be deposited, and from which the District shall transfer pledged CID Sales Tax Revenue to the Trustee and pay Operating Costs and CID Reimbursable Project Costs in accordance with this Agreement. The District, through its accountant, shall transfer CID Sales Tax Revenue generated in CID Revenue Area A to the Trustee for payment of debt service on the Obligations as provided in this Agreement and the

Financing Documents. CID Sales Tax Revenue generated in CID Revenue Area B shall be available for payment of CID Reimbursable Project Costs as provided in this Agreement.

The definition of "CID Revenue Area A Subaccount" is hereby deleted.

The definition of "CID Revenue Area B Subaccount" is hereby deleted.

"Construction Management Agreement" means the Development and Construction Management Services and License Agreement dated January 15, 2021, between the District and the Developer pursuant to which the Developer will construct the CID Project.

"District Area" means the real property within the boundaries of the District as legally described and shown on the attached **Exhibit A**, which includes the Annexed Property. The District Area and **Exhibit A** will be automatically amended to include property that is dedicated as public right-of-way to the City or MoDOT as contemplated in the Second Amended Annexation Petition approved by the City for the addition of the Annexed Property.

"Financing Agreement" means the Financing Agreement dated as of February 15, 2021 between the IDA and the District.

"Obligations" means the 2021 Bonds and any loans, bonds, additional bonds, debentures, notes, special certificates, or other evidences of loans or indebtedness issued by the IDA (or other eligible issuer) to pay all or any portion of the CID Reimbursable Project Costs incurred or estimated to be incurred, to pay for interest costs, to establish reserves to refund or secure such Obligations, to finance the interest costs associated with such Obligations or to refund, redeem or defease outstanding Obligations. Only those CID Reimbursable Project Costs described in **Exhibit E-2** shall be paid with proceeds from the Obligations and such costs shall be paid in the manner set forth in the Financing Documents. To the extent of any discrepancy in the manner of payment of such CID Reimbursable Project Costs between this Agreement and the Financing Documents, the Financing Documents shall control.

"Public Improvements" means: (a) the Hammons Boulevard Improvements; (b) the Detention Area Improvements; (b) the Traffic Signal Improvements; (c) the Detention Area Improvements; (d) utility relocations, medians, turn lanes, or other improvements within the District Area and the public right-of-way as may be required by the City or MoDOT in connection with the Public Improvements, including, without limitation, the 32nd Street Improvements and the 36th Street Improvements; and (e) such other improvements that may be acquired and constructed in accordance with this Agreement and the CID Act as part of CID Project. The location of the Public Improvements are shown on the attached **Exhibit H**.

"Public Improvements Property" means the land within the District Area necessary for the Public Improvements as legally described and shown on the attached and revised **Exhibit H** and to be acquired by the District pursuant to the Purchase and Sale Agreement; provided, however, that the Escrowed Hammons Boulevard Property, which will be conveyed by the Developer to the City in order to extinguish the existing Access Easements and for vacation by the City, shall not be part of the Public Improvements Property and that the location of the new traffic signal at the intersection of 32nd Street and the re-aligned Hammons Boulevard is within existing MoDOT right-of-way and will not be acquired by the District.

"TIF Contract" means the Tax Increment Financing Contract dated December 31, 2020, among the Developer, the City, and Menard, Inc. pertaining to the TIF Plan.

"TIF Plan" means the 32ND Street Place Tax Increment Financing Redevelopment Plan approved by the City pursuant to the TIF Act, as may be amended from time to time.

"Traffic Signal Improvements" means the installation of a new traffic signal and related improvements at the intersection of 32nd Street and the re-aligned Hammons Boulevard, provided that all such improvements will be within the District Area.

"Trustee" means UMB Bank, N.A., or other banking institution named as successor trustee under the trust indenture and related documents for the Obligations issued to fund the CID Project.

ARTICLE 2: AMENDMENTS

Section 2.1. Section 3.2.B. of the Cooperative Agreement is hereby deleted in its entirety and replaced with:

B. The District. The District shall perform or provide for the performance of all functions incident to the administration, enforcement, and operation of the CID Sales Tax, to the extent not performed by DOR, pursuant to the CID Act, and subject to this Agreement. If collected by DOR, the District shall receive the CID Sales Tax Revenues from DOR, which shall be used in accordance with this Agreement.

The District has: (i) entered into all contracts required by DOR for the collection of the CID Sales Tax and deposit thereof into the CID Revenue Account in accordance with the CID Act and (ii) prescribe any required forms and administrative rules and regulations for reporting the CID Sales Tax. The Parties anticipate that retail businesses within the District Area will collect and report the CID Sales Tax to DOR in substantially the manner and form as set forth in **Exhibit D** attached hereto and incorporated herein by reference. The District shall deposit all proceeds of the CID Sales Tax that may lawfully be collected by the District into the CID Revenue Account.

The District shall keep accurate records of the amount of CID Sales Tax Revenue on deposit in the CID Revenue Account and such records shall be open to the inspection of the City at reasonable times and upon written request. In the event that any records pertaining to the CID Sales Tax are governed by Section 32.057 of the Revised Statutes of Missouri, as amended, the District shall provide such records in the District's possession to the City upon receipt of a written request that conforms to Section 32.057.2(1)(e) of the Revised Statutes of Missouri, as amended, and only to the extent necessary to assist in collection of the CID Sales Tax.

The District shall report all violations that come to its attention of the Sales Tax Law, Sections 144.010 to 144.525 of the Revised Statutes of Missouri, as amended, to the DOR for enforcement to the extent that such violations result in the District's inability to collect the CID Sales Tax in a timely manner as provided for in the Sales Tax Law. All amounts in the CID Revenue Account shall be expended solely in accordance with this Agreement and the Financing Documents. Upon the expiration of the CID Sales Tax, all funds remaining in the CID Revenue Account shall continue to be used solely in accordance with this Agreement and the Financing Documents. Any CID Sales Tax Revenue generated in CID Revenue Area B and available in in the CID Revenue Account that are not needed for current expenditures may be invested by the Board of Directors pursuant to applicable laws relating to the investment of other District funds.

Each month that any Obligations are outstanding, the District, through its accountant, shall:

1. identify CID Sales Tax Revenue generated in CID Revenue Area A and disburse such funds as provided in this Agreement and the Financing Documents; and

2. identify CID Sales Tax Revenue generated in CID Revenue Area B and disburse such funds for disbursement as provided in this Agreement.

Section 2.2. Section 3.3.A. of the Cooperative Agreement is hereby deleted in its entirety and replaced with:

A. The Operating Costs of the District shall be paid from CID Sales Tax Revenue in accordance with **Section 3.5** of this Agreement. The Operating Costs shall be included in the District's annual budget, as provided in **Section 5.5**. The Operating Costs may be paid from funds available in the CID Operating Account or from CID Sales Tax Revenue generated in CID Revenue Area B and available in the CID Revenue Account.

Section 2.3. Section 3.5.A. of the Cooperative Agreement is hereby deleted in its entirety and replaced with:

A. Obligations. The District shall, pursuant to the Financing Documents, provide for transfer to the Trustee of the CID Sales Tax Revenue generated in CID Revenue Area A and deposited each month into the CID Revenue Account, except for the funds reserved to pay for Operating Costs in the Operating Account. The payment of CID Bond Project Costs shall be approved in the manner set forth in the Financing Documents, which will require that the City approve and certify each written request for disbursement (in the form attached as Exhibit B to the trust indenture as part of the Financing Documents) prior to the payment of CID Bond Project Costs.

Section 2.4. Section 4.3.E. of the Cooperative Agreement is hereby deleted in its entirety and replaced with:

E. Notwithstanding any other provision in this this Agreement, to the extent that any improvements related to the Public Improvements are located outside the boundaries of the District, as such improvements may be required by the City or MoDOT, the Developer shall be responsible for paying for and performing such improvements as provided in the TIF Contract and pursuant to the terms and conditions of a separate cooperative agreement among the District, the City, and MoDOT; provided, however, the District and the Developer must first present to the City and MoDOT plans and specifications and a detailed construction budget for such improvements for prior approval by the City and MoDOT.

Section 2.5. The second Section 4.4.A. starting on Page 22 of the Cooperative Agreement is renamed Section 4.4.B. and is deleted in its entirety and replaced with:

B. Whether or not the Obligations are issued, so long as there is CID Sales Tax Revenue available that is not pledged to the Trustee and CID Sales Tax proceeds are disbursed on a pay as you go basis, Developer shall submit its request for certification of CID Reimbursable Project Costs ("Reimbursement Certificate") to the District and the City Finance Director using substantially the form attached as **Exhibit C** for such costs incurred by

Developer, within sixty (60) days of incurring such costs. Developer shall provide itemized invoices, receipts, or other information, if any, to confirm that any submitted cost has been so incurred and qualifies as a CID Reimbursable Project Cost. If the District and the City Finance Director determine, in their reasonable discretion, that the costs submitted for reimbursement are CID Reimbursable Project Costs, then the Reimbursement Certificate and the amounts stated therein for payment from CID Sales Tax Revenue generated in CID Revenue Area B and available in the CID Revenue Account in accordance with this Agreement shall be approved and the City and the District shall sign and deliver the Reimbursement Certificate to the Developer within three (3) days of its approval. If the District and the City Finance Director determine to not approve the Reimbursement Certificate for payment, the Developer shall be notified as appropriate in writing within fifteen (15) days after receiving the Reimbursement Certificate, and shall specify in such notice the reason(s) for withholding its approval. Upon request of the Developer, the Board of Directors of the District if the District withholds its approval or the City Council if the City withholds its approval shall hold a hearing at which the Developer may challenge the District's or the City Finance Director's determination, including presentation of new and/or additional evidence. Developer shall have the right to identify and substitute other CID Reimbursable Project Costs with a supplemental application for payment, subject to the limitations of this Agreement, for any requested reimbursement that the District or the City Finance Director determine does not qualify as a CID Reimbursable Project Cost. Developer shall not be required to obtain the approved Completion Certificate pursuant to **Section 4.4.A** prior to receiving reimbursement in accordance with this Agreement. If the District and the City fail to either approve or withhold approval of any Reimbursement Certificate within thirty (30) days after receipt of a Reimbursement Certificate, the Reimbursement Certificate shall be deemed approved for all purposes under this Agreement.

Section 2.6. Section 4.4.B starting on Page 22 of the Cooperative Agreement is renamed Section 4.4.C.

Section 2.7. Section 4.5.B.4. of the Cooperative Agreement is deleted in its entirety and replaced with:

4. Traffic Signal Improvements. The District will dedicate or otherwise transfer the Traffic Signal Improvements to MoDOT. The Developer will dedicate or otherwise transfer improvements related to the Traffic Signal Improvements that are located outside of the District Area to MoDOT as provided in the TIF Contract.

Section 2.8. Exhibit A attached to the Cooperative Agreement is deleted and replaced with Exhibit A attached to this Amendment.

Section 2.9. Exhibit E-1 attached to the Cooperative Agreement is deleted and replaced with Exhibit E-1 attached to this Amendment.

Section 2.10. Exhibit E-2 attached to the Cooperative Agreement is deleted and replaced with Exhibit E-2 attached to this Amendment.

Section 2.11. Exhibit G-2 attached to this Cooperative Amendment is added as a new exhibit to the Cooperative Agreement.

Section 2.12. Exhibit H attached to the Cooperative Agreement is modified by adding a map showing the Public Improvements on the Public Improvements Property and within public right-of-way.

ARTICLE 3: MISCELLANEOUS

Section 3.1. Modification.

The terms, conditions, and provisions of this Amendment can be neither modified nor eliminated except in writing and by mutual agreement between the Parties. Any modification to this Amendment as approved shall be attached hereto and incorporated herein by reference.

Section 3.2. Applicable Law; Common Representation.

This Amendment shall be governed by and construed in accordance with the laws of the State of Missouri and all actions shall be heard in Newton County Circuit Court or Jasper County Circuit Court, as applicable. The District and the Developer agree that the engagement of common special legal counsel among such Parties does not materially limit the representation of those Parties and will not adversely affect the relationship among such Parties. To the extent that such common legal representation presents a conflict of interest, the District and the Developer hereby consent to common representation.

Section 3.3. Validity and Severability.

It is the intention of the Parties hereto that the provisions of this Amendment shall be enforced to the fullest extent permissible under the laws and public policies of State of Missouri, and that the unenforceability (or modification to conform with such laws or public policies) of any provision hereof shall not render unenforceable, or impair, the remainder of this Amendment. Accordingly, if any provision of this Amendment shall be deemed invalid or unenforceable in whole or in part, this Amendment shall be deemed amended to delete or modify, in whole or in part, if necessary, the invalid or unenforceable provision or provisions, or portions thereof, and to alter the balance of this Amendment in order to render the same valid and enforceable.

Section 3.4. Execution of Counterparts.

This Amendment may be executed simultaneously in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

Section 3.5. Recording of Agreement.

Upon full execution by the District, Developer and City, this Amendment or a memorandum of this Amendment, shall be recorded by the City, at the District's expense, in the Office of the Recorder of Deeds for Newton County, in Neosho, Missouri, and in the Office of the Recorder of Deeds for Jasper County, in Carthage, Missouri.

Section 3.6 No Conflict with Series 2021 Bonds.

The Parties agree and acknowledge that this Amendment is not intended and shall not be construed to modify, amend or waive any provision of the Original Agreement relating to any matter prohibited by, or requiring Trustee consent, as required under Section 4.4 of the Financing Agreement dated as of February 15, 2021 between the District and the IDA.

Section 3.7 Full Force and Effect.

Except as amended by this Amendment, the Cooperative Agreement shall remain in full force and effect and binding upon the Parties and their successors and permitted assigns.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Developer, the District, and the City have caused this Amendment to be executed in their respective names and attested as to the date as set forth below.

CITY:

CITY OF JOPLIN, MISSOURI

By: _____

Nick Edwards, City Manager

ATTEST:

_____

Barbara Gollhofer, City Clerk

CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF MISSOURI)
) ss
COUNTY OF JASPER)

On this _____ day of_____, in the year 2022, before me, a Notary Public in and for said state, personally appeared Nick Edwards, the City Manager of the City of Joplin, known to me to be the person who executed the within Amendment on behalf of the City of Joplin, Missouri and acknowledged to me that he executed the same for the purposes therein stated.

Subscribed and affirmed before me this _____ day of _____, 2022.

_____

Notary Public

My Commission Expires:

DEVELOPER:

WOODSONIA JOPLIN, LLC

By:_____

Name:_____

Title:_____

CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF NEBRASKA)
) ss
COUNTY OF DOUGLAS)

On this _____ day of _____ in the year 2022 before me, a Notary Public in and for said state, personally appeared _____, of Woodsonia Joplin, LLC, a Nebraska limited liability company, known to me to be the person who executed the within Amendment on behalf of said company and acknowledged to me that he or she executed the same for the purposes therein stated.

Subscribed and affirmed before me this ____ day of _____, 2022.

_____

Notary Public

My Commission Expires:

CID:

32ND STREET PLACE COMMUNITY IMPROVEMENT DISTRICT

By: _____
Name: Giltner B. Stevens, Chairman

ATTEST:

By: _____
Name: _____
Title: _____

CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF MISSOURI)
) ss
COUNTY OF JASPER)

On this ___ day of _____, in the year 2022, before me, a Notary Public in and for said state, personally appeared Giltner B. Stevens, the Chairman of the 32ND Street Place Community Improvement District, known to me to be the person who executed the within Amendment on behalf of the 32ND Street Place Community Improvement District and acknowledged to me that he executed the same for the purposes therein stated.

Subscribed and affirmed before me this ____ day of _____, 2022.

_____
Notary Public

My Commission Expires:

EXHIBIT A

LEGAL DESCRIPTION AND MAP – CURRENT DISTRICT AREA

ALL THAT PART OF FRACTIONAL SECTION 19, TOWNSHIP 27 NORTH, RANGE 32 WEST, ALL IN THE CITY OF JOPLIN, NEWTON COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM THE NORTHWEST CORNER OF SAID SECTION 19 (BEARINGS WRITTEN HEREIN ARE BASED UPON THE MISSOURI STATE PLANE COORDINATE SYSTEM, WEST ZONE); THENCE SOUTH 01°22'35" WEST, ALONG THE WEST LINE OF SAID FRACTIONAL SECTION 19, A DISTANCE OF 225.28 FEET; THENCE SOUTH 88°36'58" EAST, A DISTANCE OF 60.00 FEET TO THE **POINT OF BEGINNING**, SAID POINT BEING ON THE EAST RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 71 (RANGE LINE ROAD), THENCE NORTH 47°54'24" EAST, A DISTANCE OF 36.52 FEET; THENCE SOUTH 88°49'26" EAST, A DISTANCE OF 116.65 FEET; THENCE SOUTH 45°04'38" EAST, A DISTANCE OF 45.99 FEET; THENCE SOUTH 88°49'29" EAST, A DISTANCE OF 93.80 FEET TO A POINT ON THE EAST LINE OF A TRACT OF LAND DESCRIBED IN BOOK 351 AT PAGE 2535; THENCE SOUTH 01°17'42" WEST, ALONG SAID EAST LINE, A DISTANCE OF 99.69 FEET; THENCE SOUTH 88°40'47" EAST, ALONG THE SOUTH LINE OF TWO TRACTS OF LAND DESCRIBED ON BOOK 351 AT PAGE 2535 AND BOOK 334 AT PAGE 1685 TO THE SOUTHEAST CORNER OF SAID TRACT OF LAND DESCRIBED IN BOOK 334 AT PAGE 1685, A DISTANCE OF 349.37 FEET; THENCE NORTH 01°20'14" EAST, ALONG THE EAST LINE OF THE LAST MENTIONED TRACT OF LAND, A DISTANCE OF 329.70 FEET TO A POINT ON THE NORTH LINE OF SAID FRACTIONAL SECTION 19; THENCE SOUTH 88°29'34" EAST, ALONG THE NORTH LINE OF SAID FRACTIONAL SECTION 19, A DISTANCE OF 1516.61 FEET TO THE INTERSECTION OF SAID NORTH LINE AND THE WEST RIGHT OF WAY LINE OF THE KANSAS CITY SOUTHERN RAILROAD, AS PREVIOUSLY ESTABLISHED; THENCE SOUTH 50°51'36" EAST, ALONG THE WEST RIGHT OF WAY LINE OF SAID KANSAS CITY SOUTHERN RAILROAD, A DISTANCE OF 1644.63 FEET; THENCE NORTH 88°25'48" WEST, A DISTANCE OF 1117.64 FEET; THENCE NORTH 63°13'15" WEST, A DISTANCE OF 103.00 FEET; THENCE NORTH 88°25'48" WEST, A DISTANCE OF 106.34 FEET; THENCE SOUTH 26°46'58" WEST, A DISTANCE OF 69.40 FEET; THENCE NORTH 88°25'48" WEST, A DISTANCE OF 147.57 FEET; THENCE SOUTH 01°34'45" WEST, A DISTANCE OF 156.63 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT; THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A CHORD BEARING OF SOUTH 03°50'48" EAST, A RADIUS OF 1205.54 FEET, FOR AN ARC DISTANCE OF 331.08 FEET TO A POINT ON THE NORTH LINE OF AN EXISTING INGRESS/EGRESS EASEMENT DESCRIBED IN BOOK 353 AT PAGES 13767 & 13738; THENCE SOUTH 88°27'31" WEST, ALONG THE NORTH LINE OF SAID INGRESS/EGRESS EASEMENT, A DISTANCE OF 378.02 FEET, SAID POINT BEING ON A NONTANGENT CURVE TO THE RIGHT; THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A CHORD BEARING OF SOUTH 08°37'33" WEST, A RADIUS OF 830.54 FEET, FOR AN ARC DISTANCE OF 60.97 FEET, SAID POINT BEING AT THE NORTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN BOOK 332 AT PAGE 708; THENCE NORTH 88°27'31" EAST, ALONG THE NORTH LINE OF SAID TRACT OF LAND IN BOOK 332 AT PAGE 708, A DISTANCE OF 524.91 FEET TO THE NORTHEAST CORNER OF SAID TRACT OF LAND; THENCE SOUTH 01°31'29" EAST, ALONG THE EAST LINE OF SAID TRACT OF LAND, A DISTANCE OF 759.62 FEET, TO THE SOUTHEAST CORNER OF SAID TRACT OF LAND; THENCE SOUTH 88°25'00" WEST, ALONG THE SOUTH LINE OF SAID TRACT OF LAND, A DISTANCE OF 50.32 FEET TO THE NORTHEAST CORNER OF A TRACT OF LAND DESCRIBED IN BOOK 364 AT PAGE 3348; THENCE SOUTH 01°33'07" EAST, ALONG THE EAST LINE OF SAID TRACT OF LAND, A DISTANCE OF 426.15 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE U.S. INTERSTATE NO. 44, AS PREVIOUSLY ESTABLISHED, SAID POINT BEING ON A NON-TANGENT CURVE TO THE RIGHT; THENCE ALONG SAID CURVE TO THE RIGHT, HAVIG A CHORD BEARING OF SOUTH 83°18'13" WEST, A RADIUS OF 5482.90, FOR AN ARC DISTANCE OF 593.34 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 86°31'35" WEST, ALONG THE NORTH RIGHT OF WAY LINE OF SAID

INTERSTATE NO. 44, A DISTANCE OF 251.82 FEET TO THE SOUTHEAST CORNER OF LOT 3, HAMMONS SILVER CREEK SUBDIVISION, AS RECORDED IN PLAT BOOK 7 AT PAGE 22; THENCE NORTH 72°49'10" WEST, ALONG THE SOUTH LINES OF LOTS 3, 2 OF SAID SUBDIVISION AND THE NORTH RIGHT OF WAY LINE OF SAID INTERSTATE NO. 44, A DISTANCE OF 652.09 FEET TO THE SOUTHWEST CORNER OF SAID LOT 2; THENCE NORTH 34°50'17" EAST, ALONG THE WEST LINE OF SAID LOT 2, A DISTANCE OF 169.37 FEET; THENCE NORTH 52°54'46" EAST, ALONG THE WEST LINE OF SAID LOT 2, A DISTANCE OF 56.12 FEET; THENCE NORTH 64°12'51" EAST, ALONG THE WEST LINE OF SAID LOT 2, A DISTANCE OF 56.53 FEET; THENCE NORTH 74°00'08" EAST, ALONG THE WEST LINE OF SAID LOT 2, A DSTANCE OF 86.28 FEET; THENCE NORTH 02°18'22" EAST, ALONG THE WEST LINE OF SAID LOT 2, A DISTANCE OF 137.07 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF HAMMONS BLVD; THENCE SOUTH 89°31'20" WEST ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 90.72 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE TO THE RIGHT AND ALONG SAID SOUTH RIGHT OF WAY LINE, HAVING A CHORD BEARING OF NORTH 88°24'56" WEST, A RADIUS OF 1415.47 FEET, FOR AN ARC DISTANCE OF 101.08 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT; THENCE ALONG SAID CURVE TO THE LEFT AND ALONG SAID SOUTH RIGHT OF WAY LINE, HAVING A CHORD BEARING OF NORTH 88°24'57" WEST, A RADIUS OF 1365.88 FEET, FOR AN ARC DISTANCE OF 98.28 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 89°31'21" WEST, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANC OF 434.42 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE TO THE RIGHT AND ALONG SAID SOUTH RIGHT OF WAY LINE, HAVING A CHORD BEARING OF NORTH 45°28'39" WEST, A RADIUS OF 175.00 FEET, FOR AN ARC DISTANCE OF 274.89 FEET; THENCE NORTH 00°28'39" WEST, ALONG THE WEST RIGHT OF WAY LINE OF SAID HAMMONS BLVD, A DISTANCE OF 39.80 FEET TO THE BEGINNING OF A CURVE TO THE LEFT, AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE TO THE LEFT, AND ALONG THE WEST AND SOUTH, SOUTH RIGHT OF WAY LINE, HAVING A CHORD BEARING OF NORTH 44°06'48" WEST, A RADIUS OF 67.48 FEET, FOR AN ARC DISTANCE OF 102.78 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF SAID U.S. HIGHWAY NO. 71 (RANGE LINE ROAD); THENCE NORTH 01°23'02" EAST, ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 216.47 FEET TO THE NORTHWEST CORNER OF PARCEL 1 OF DRURY FIRST SUBDIVISION, AS RECORDED IN BOOK 4 AT PAGE 14; THENCE SOUTH 88°45'52" EAST, ALONG THE NORTH LINE OF SAID PARCEL 1, A DISTANCE OF 174.00 FEET; THENCE SOUTH 01°33'55" WEST, ALONG THE NORTH LINE OF SAID PARCEL 1, A DISTANCE OF 40.50 FEET; THENCE SOUTH 88°45'52" EAST, ALONG THE NORTH LINE OF SAID PARCEL 1, A DISTANCE OF 204.50 FEET TO A POINT ON THE WEST LINE OF A TRACT OF LAND DESCRIBED IN BOOK 365 AT PAGE 7078; THENCE NORTH 01°33'55" EAST, ALONG THE WEST LINE OF SAID TRACT, A DISTANCE OF 195.50 FEET TO A POINT ON THE SOUTH LINE OF 36TH STREET, AS PREVIOUSLY ESTABLISHED; THENCE SOUTH 88°45'52" ALONG THE SOUTH RIGHT OF WAY LINE OF SAID 36TH STREET, A DISTANCE OF 221.50 FEET TO A POINT ON THE WEST LINE OF A TRACT OF LAND DESCRIBED IN BOOK 348 AT PAGE 12652; THENCE NORTH 01°33'57" EAST, THE WEST LINE OF SAID TRACT OF LAND DESCRIBED IN BOOK 348 AT PAGE 12652, A DISTANCE OF 360.00 FEET TO THE NORTHEAST CORNER OF SAID TRACT OF LAND DESCRIBED IN BOOK 357 AT PAGE 873; THENCE NORTH 88°53'34" WEST, ALONG THE NORTH LINE OF THE LAST WRITTEN TRACT OF LAND AND THE NORTH LINE OF PARCEL 4, DRURY FIRST SUBDIVISION, AS RECORDED IN PLAT BOOK 4 AT PAGE 14, A DISTANCE OF 329.77 FEET; THENCE NORTH 01°16'16" EAST, ALONG THE EAST LINE OF A TRACT OF LAND DESCRIBED IN BOOK 346 AT PAGE 2404, A DISTANCE OF 263.97 FEET TO THE NORTHEAST CORNER OF SAID TRACT OF LAND; THENCE NORTH 88°41'12" WEST, ALONG THE SOUTH LINE OF LOT 1, DARRELL L. ROGERS 2008 TRUST ADDITION AS RECORDED IN PLAT BOOK 14 AT PAGE 1, A DISTANCE OF 283.50 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1, SAID POINT BEING ON THE EAST RIGHT OF WAY LINE OF SAID U.S. HIGHWAY NO. 71 (RANGE LINE ROAD); THENCE NORTH 01°15'44" EAST, ALONG THE EAST RIGHT OF

WAY LINE OF SAID U.S. HIGHWAY NO. 71 (RANGE LINE ROAD), A DISTANCE OF 701.14 FEET TO THE **POINT OF BEGINNING.**

EXCEPT THAT PART DESCRIBED AS FOLLOWS:

ALL THAT PART OF FRACTIONAL SECTION 19, TOWNSHIP 27 NORTH, RANGE 32 WEST, ALL IN THE CITY OF JOPLIN, NEWTON COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM THE NORTHWEST CORNER OF SAID SECTION 19 (BEARINGS WRITTEN HEREIN ARE BASED UPON THE MISSOURI STATE PLANE COORDINATE SYSTEM, WEST ZONE); THENCE SOUTH 88°29'34" EAST, ALONG THE NORTH LINE OF THE SAID FRACTIONAL SECTION 19, A DISTANCE OF 678.82 FEET; THENCE SOUTH 01°34'24" WEST, A DISTANCE OF 571.49 FEET TO THE **POINT OF BEGINNING**; THENCE SOUTH 88°25'36" EAST, A DISTANCE OF 969.71 FEET; THENCE SOUTH 01°34'24" WEST, A DISTANCE OF 562.48 FEET; THENCE NORTH 88°25'36" WEST, A DISTANCE OF 969.71 FEET; THENCE NORTH 01°34'24" EAST, A DISTANCE OF 562.48 FEET TO THE **POINT OF BEGINNING.**

AND

ALL THAT PART OF FRACTIONAL SECTION 19, TOWNSHIP 27 NORTH, RANGE 32 WEST, ALL IN THE CITY OF JOPLIN, NEWTON COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM THE NORTHWEST CORNER OF SAID SECTION 19 (BEARINGS WRITTEN HEREIN ARE BASED UPON THE MISSOURI STATE PLANE COORDINATE SYSTEM, WEST ZONE); THENCE SOUTH 88°29'34" EAST, ALONG THE NORTH LINE OF THE SAID FRACTIONAL SECTION 19, A DISTANCE OF 916.30 FEET; THENCE SOUTH 01°29'03" WEST, A DISTANCE OF 40.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF MISSOURI ROUTE FF (A.K.A. 32ND STREET) AND THE INTERSECTION OF SAID SOUTH RIGHT OF WAY LINE AND THE WEST RIGHT OF WAY LINE OF HAMMONS BLVD, AS PREVIOUSLY ESTABLISHED; THENCE CONTINUING SOUTH 01°29'03" WEST, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 99.99 FEET TO THE BEGINNING OF A CURVE TO THE LEFT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE, HAVING A CHORD BEARING OF SOUTH 02°52'54" EAST, A RADIUS OF 834.27 FEET, FOR AN ARC DISTANCE OF 127.13 FEET TO THE **POINT OF BEGINNING**, SAID POINT BEING ON NON-TANGENT CURVE TO THE RIGHT; THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A CHORD BEARING OF NORTH 83°56'35" EAST, A RADIUS OF 209.04 FEET, FOR AN ARC DISTANCE OF 55.95 FEET; THENCE SOUTH 88°36'47" EAST, A DISTANCE OF 605.51 FEET; THENCE SOUTH 01°37'40" EAST, A DISTANCE OF 76.59 FEET; THENCE SOUTH 88°22'20" EAST, A DISTANCE OF 11.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT; THENCE ALONG SAID CURVE TO THE LEFT, HAVING A CHORD BEARING OF SOUTH 08°53'10" EAST, A RADIUS OF 503.07 FEET, FOR AN ARC DISTANCE OF 158.86 FEET TO A POINT OF REVERSE CURVATURE TO THE RIGHT; THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A CHORD BEARING OF SOUTH 08°01'02" EAST, A RADIUS OF 485.00 FEET, FOR AN ARC DISTANCE OF 83.62 FEET; THENCE NORTH 88°25'36" WEST, A DISTANCE OF 962.36 FEET; THENCE SOUTH 01°34'24" WEST, A DISTANCE OF 562.48 FEET; THENCE SOUTH 88°25'36" EAST, A DISTANCE OF 954.46 FEET; THENCE SOUTH 04°07'26" WEST, A DISTANCE OF 4.42 FEET; THENCE NORTH 88°36'06" WEST, A DISTANCE OF 1015.66 FEET TO THE BEGINNING OF A NON-TANGENT CURV TO THE RIGHT; THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A CHORD BEARING OF NORTH 06°43'32" WEST, A RADIUS OF 320.00 FEET, FOR AN ARC DISTANCE OF 86.44 FEET; THENCE NORTH 00°49'44" EAST, A DISTANCE OF 623.79 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A CHORD BEARING OF NORTH 33°50'51" EAST, A RADIUS OF 112.00 FEET, FOR AN ARC DISTANCE OF 128.37 FEET; THENCE

SOUTH 88°40'47" EAST, A DISTANCE OF 19.16 FEET; THENCE NORTH 01°20'14" EAST, A DISTANCE OF 4.70 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT; THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A CHORD BEARING OF NORTH 84°12'52" EAST, A RADIUIS OF 110.31 FEET, FOR AN ARC DISTANCE OF 28.32 FEET; THENCE SOUTH 88°25'13" EAST, A DISTANCE OF 44.20 FEET TO THE BEGINNING OF A CURVE TO THE LEFT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE TO THE LEFT, HAVING A CHORD BEARING OF NORTH 76°18'30" EAST, A RADIUS OF 241.50 FEET, FOR AN ARC DISTANCE OF 128.74 FEET; THENCE NORTH 63°34'59" EAST, A DISTANCE OF 18.43 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A CHORD BEARING OF NORTH 71°11'32" EAST, A RADIUS OF 209.04 FEET, FOR AN ARC DISTANCE OF 37.09 FEET TO THE **POINT OF BEGINNING**. CONTAINING 346,498.22 SQ. FEET (7.95 ACRES).

BUT INCLUDING THE FOLLOWING ANNEXED PROPERTY TRACTS ADDED TO THE DISTRICT AREA:

ALL THAT PART OF FRACTIONAL SECTION 19, TOWNSHIP 27 NORTH, RANGE 32 WEST, ALL IN THE CITY OF JOPLIN, NEWTON COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM THE NORTHWEST CORNER OF SAID SECTION 19 (BEARINGS WRITTEN HEREIN ARE BASED UPON THE MISSOURI STATE PLANE COORDINATE SYSTEM, WEST ZONE); THENCE SOUTH 88°29'34" EAST, ALONG THE NORTH LINE OF THE SAID FRACTIONAL SECTION 19, A DISTANCE OF 2196.16 FEET TO THE INTERSECTION OF SAID NORTH LINE AND THE WEST RIGHT OF WAY LINE OF THE KANSAS CITY SOUTHERN RAILROAD, AS PREVIOUSLY ESTABLISHED; THENCE SOUTH 50°51'36" EAST ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 1644.63 TO THE **POINT OF BEGINNING**; THENCE CONTINUING SOUTH 50°51'36" EAST, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 622.51 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID FRACTIONAL SECTION 19; THENCE SOUTH 01°23'26" WEST, ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, A DISTANCE OF 12.65 FEET; THENCE NORTH 50°51'36" WEST, PARALLEL WITH THE WEST RIGHT OF WAY LINE OF SAID KANSAS CITY SOUTHERN RAILROAD, A DISTANCE OF 643.25 FEET; THENCE SOUTH 88°25'48" EAST, A DISTANCE OF 16.40 FEET TO THE **POINT OF BEGINNING**. CONTAINING 6,328.81 SQ. FEET (0.15 ACRES).

AND

ALL THAT PART OF FRACTIONAL SECTION 19, TOWNSHIP 27 NORTH, RANGE 32 WEST, ALL IN THE CITY OF JOPLIN, NEWTON COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM THE NORTHWEST CORNER OF SAID SECTION 19 (BEARINGS WRITTEN HEREIN ARE BASED UPON THE MISSOURI STATE PLANE COORDINATE SYSTEM, WEST ZONE); THENCE SOUTH 88°29'34" EAST, ALONG THE NORTH LINE OF THE SAID FRACTIONAL SECTION 19, A DISTANCE OF 2196.16 FEET TO THE INTERSECTION OF SAID NORTH LINE AND THE WEST RIGHT OF WAY LINE OF THE KANSAS CITY SOUTHERN RAILROAD, AS PREVIOUSLY ESTABLISHED; THENCE SOUTH 50°51'36" EAST ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 1644.63; THENCE NORTH 88°25'48" WEST, A DISTANCE OF 16.40 FEET TO THE **POINT OF BEGINNING**; THENCE CONTINUING NORTH 88°25'48" WEST, A DISTANCE OF 1101.24 FEET; THENCE SOUTH 01°34'12" WEST, A DISTANCE OF 18.92 FEET; THENCE SOUTH 88°25'48" EAST, A DISTANCE OF 1125.83 FEET; THENCE NORTH 50°51'36" WEST, PARALLEL WITH SAID WEST RIGHT OF WAY, A DISTANCE OF 31.02 FEET TO THE **POINT OF BEGINNING**. CONTAINING 21,064.49 FEET (0.48 ACRES)

AND

ALL THAT PART OF FRACTIONAL SECTION 19, TOWNSHIP 27 NORTH, RANGE 32 WEST, ALL IN THE CITY OF JOPLIN, NEWTON COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM THE NORTHWEST CORNER OF SAID SECTION 19 (BEARINGS WRITTEN HEREIN ARE BASED UPON THE MISSOURI STATE PLANE COORDINATE SYSTEM, WEST ZONE); THENCE SOUTH 01°23'02" WEST, ALONG THE WEST LINE OF SAID FRACTIONAL NORTHWEST QUARTER OF SAID SECTION 19, A DISTANCE OF 2149.36 FEET; THENCE SOUTH 88°36'58" EAST, A DISTANCE OF 125.00 FEET TO THE **POINT OF BEGINNING**; THENCE CONTINUING SOUTH 88°36'58" EAST, A DISTANCE OF 2.64 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF HAMMONS BLVD, AS PREVISOUSLY ESTABLISHED; THENCE SOUTH 00°28'39" EAST, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 2.36 FEET TO THE BEGINNING OF CURVE TO THE LEFT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE, HAVING A CHORD BEARING OF SOUTH 45°28'39" EAST, A RADIUS OF 175.00 FEET, FOR AN ARC DISTANCE OF 274.89 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF SAID HAMMONS BLVD; THENCE NORTH 89°31'21" EAST, ALONG THE SOUTH RIGHT OF WAY LINE OF SAID HAMMONS BLVD, A DISTANCE OF 352.25 FEET; THENCE SOUTH 0124'10" WEST, ALONG THE WEST LINE OF A TRACT OF LAND DESCRIBED IN BOOK 287 AT PAGE 385, A DISTANCE OF 43.86 FEET TO THE NORTH RIGHT OF WAY OF LINE OF INTERSTATE ROUTE NO. 44; THENCE NORTH 88°36'58" WEST, ALONG THE NORTH RIGHT OF WAY LINE OF SAID INTERSTATE ROUTE NO. 44, A DISTANCE OF 535.35 FEET TO THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF SAID INTERSTATE ROUTE NO. 44 AND THE EAST RIGHT OF WAY LINE OF SOUTH RANGELINE ROAD, AS PREVIOUSLY ESTABLISHED; THENCE NORTH 01°23'02" EAST, ALONG THE EAST RIGHT OF WAY LINE OF SAID SOUTH RANGELINE ROAD, A DISTANCE OF 204.00 FEET TO THE **POINT OF BEGINNING**. CONTAINING 26,374.65 SQ. FEET (0.61 ACRES).

AND

ALL THAT PART OF FRACTIONAL SECTION 19, TOWNSHIP 27 NORTH, RANGE 32 WEST, ALL IN THE CITY OF JOPLIN, NEWTON COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM THE NORTHWEST CORNER OF SAID SECTION 19 (BEARINGS WRITTEN HEREIN ARE BASED UPON THE MISSOURI STATE PLANE COORDINATE SYSTEM, WEST ZONE); THENCE SOUTH 88°29'34" EAST, ALONG THE NORTH LINE OF THE SAID FRACTIONAL SECTION 19, A DISTANCE OF 916.73 FEET; THENCE SOUTH 01°29'03" WEST, A DISTANCE OF 40.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF MISSOURI ROUTE FF (A.K.A. 32ND STREET) AND THE INTERSECTION OF SAID SOUTH RIGHT OF WAY LINE AND THE WEST RIGHT OF WAY LINE OF HAMMONS BLVD, AS PREVIOUSLY ESTABLISHED; THENCE CONTINUING SOUTH 01°29'03" WEST, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 99.99 FEET TO THE BEGINNING OF A CURVE TO THE LEFT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE, HAVING A CHORD BEARING OF SOUTH 14°06'27" EAST, A RADIUS OF 834.27 FEET, FOR AN ARC DISTANCE OF 454.04 FEET; THENCE SOUTH 88°25'36" EAST, A DISTANCE OF 603.02 FEET TO THE **POINT OF BEGINNING**; THENCE CONTINUING SOUTH 88°25'36" EAST, A DISTANE OF 7.35 FEET; THENCE SOUTH 01°34'24" WEST, A DISTANCE OF 562.48 FEET; THENCE NORTH 88°25'36" WEST, A DISTANCE OF 15.25 FEET; THENCE NORTH 04°07'26" EAST, A DISTANCE OF 195.92 FEET TO THE BEGINNING OF A CURVE TO THE LEFT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE TO THE LEFT, HAVING A CHORD BEARING OF NORTH 02°52'33" EAST, A RADIUS OF 485.00 FEET, FOR AN ARC DISTANCE OF 21.13 FEET; THENCE NORTH 01°37'40" EAST, A DISTANCE OF 305.84 FEET TO THE BEGINNING OF A CURVE TO THE LEFT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE TO THE LEFT, HAVING A CHORD BEARING OF NORTH

00°43'30" WEST, A RADIUS OF 485.00 FEET, FOR AN ARC DISTANCE OF 39.93 FEET TO THE **POINT OF BEGINNING**. CONTAINING 4316.13 SQ. FEET (0.10) ACRES.

AND (PROPERTY ANNEXED IN DECEMBER 2021)

ALL THAT PART OF THE SOUTHWEST QUARTER OF SECTION 18 AND ALL THAT PART OF THE NORTHWEST QUARTER OF SECTION 19, ALL IN TOWNSHIP 27 NORTH, RANGE 32 WEST, IN THE CITY OF JOPLIN, IN JASPER AND NEWTON COUNTIES, MISSOURI, BEING GENERALLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWESTERLY CORNER OF PARCEL 20401800000047000 (3323 E 32ND STREET), SAID POINT BEING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF KANSAS CITY SOUTHERN RAILWAY; THENCE SOUTHEASTERLY, WITH THE NORTHEASTERLY LINE OF SAID PARCEL 20401800000047000 AND THE SOUTHERLY RIGHT-OF-WAY LINE OF THE KANSAS CITY SOUTHERN RAILWAY AND THEIR SOUTHEASTERLY PROLONGATION TO THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 18 AND THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 19; THENCE WESTERLY, WITH THE NORTH LINE OF SAID SECTION 19, TO A POINT ON THE NORTHERLY PROLONGATION OF THE EAST LINE OF PARCEL 04401900000000900; THENCE SOUTHERLY, WITH THE NORTHERLY PROLONGATION OF SAID EAST LINE, TO THE SOUTH RIGHT-OF-WAY LINE OF E. 32ND STREET; THENCE WESTERLY AND SOUTHWESTERLY, WITH THE SOUTHERLY RIGHT-OF-WAY LINE ON E. 32ND STREET, TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF S. RANGE LINE ROAD; THENCE NORTHERLY, WITH THE NORTHERLY PROLONGATION OF THE EAST RIGHT-OF-WAY LINE OF S. RANGE LINE ROAD, THE INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF S. RANGE LINE ROAD AND THE NORTH RIGHT-OF-WAY LINE OF E. 32ND STREET; THENCE SOUTHEASTERLY AND EASTERLY, WITH THE NORTH RIGHT-OF-WAY LINE OF E. 32ND STREET, TO THE SOUTHWEST CORNER OF PARCEL 20401800000047000 (3323 E 32ND STREET); THENCE NORTHERLY, WITH THE WEST LINE OF SAID PARCEL 20401800000047000 (3323 E 32ND STREET) TO THE POINT OF BEGINNING.

AND

ALL THAT PART OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 27 NORTH, RANGE 32 WEST, AND ALL THAT PART OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 27 NORTH, RANGE 33 WEST, ALL IN THE CITY OF JOPLIN, NEWTON COUNTY, MISSOURI, BEING GENERALLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF PARCEL 4, DRURY 1, A SUBDIVISION IN THE CITY OF JOPLIN, NEWTON COUNTY, MISSOURI, SAID POINT BEING ON THE NORTH RIGHT-OF-WAY LINE OF E. 36TH STREET, THENCE SOUTHERLY WITH THE SOUTHERLY PROLONGATION OF THE EAST LINE OF SAID PARCEL 4, TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF E. 36TH STREET; THENCE WESTERLY WITH THE SOUTH RIGHT-OF-WAY LINE OF E. 36TH STREET TO THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF E. 36TH STREET AND THE EAST RIGHT-OF-WAY LINE OF S. RANGE LINE ROAD; THENCE SOUTHERLY, WITH THE EAST RIGHT-OF-WAY LINE OF S. RANGE LINE ROAD, 75 FEET; THENCE WESTERLY, AND NO LONGER WITH THE EAST RIGHT-OF-WAY OF S. RANGE LINE ROAD TO A POINT ON THE WEST RIGHT-OF-WAY OF S. RANGE LINE ROAD; THENCE NORTHERLY, WITH THE WEST RIGHT-OF-WAY OF S. RANGE LINE ROAD, 190 FEET; THENCE EASTERLY, AND NO LONGER WITH THE WEST RIGHT-OF-WAY OF S. RANGE LINE ROAD TO A POINT ON THE EAST RIGHT-OF-WAY OF S. RANGE LINE ROAD; THENCE SOUTHERLY, WITH THE EAST RIGHT-OF-WAY LINE OF S. RANGE LINE ROAD 75 FEET TO THE INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF S. RANGE LINE ROAD AND THE NORTH RIGHT-OF-WAY LINE OF E. 36TH STREET; THENCE EASTERLY, WITH THE NORTH RIGHT-OF-WAY OF E. 36TH STREET, TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED TRACTS ADDED IN DECEMBER 2021 CONTAIN 291,167 SQ. FEET (6.68 ACRES).

THE ABOVE DESCRIBED DISTRICT AREA CONTAINS IN TOTAL 114.94 ACRES, MORE OR LESS.

PLUS, additional property adjacent to Rangeline Road, 32nd Street, or 36th Street that is part of the planned project of the District shall automatically become property within the District at such time as such property is dedicated to the City of Joplin or the Missouri Department of Transportation as public right-of-way by plat or other conveyance.

MAP OF DISTRICT AREA ON NEXT PAGE

REVISIONS			
NO.	DESCRIPTION	BY	DATE

DRAWING INFO.	
DRAWN BY:	TAF
CHECK BY:	PJJ
UCDISK NO.	
DATE:	10/27/2021
ISSUED FOR:	FOR REVIEW
JOB NUMBER:	21HC12000

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32ND ST. PLACE

FINAL CID BOUNDARY

NEWTON AND JASPER COUNTIES, CITY OF JOPLIN, MISSOURI

SHEET NUMBER
EX.2
2 OF 2

EXHIBIT E-1

CID FIVE-YEAR BUDGET (Revised)

CID Petition Budget for Insertion into CID Annexation Petition Exhibit - 10-14-21

		Year 1 2021	Year 2 2022	Year 3 2023	Year 4 2024	Year 5 2025
A	Estimated Sales Tax Revenue (1.0%)	$ 1,051,042	$ 1,089,717	$ 1,129,150	$ 1,146,087	$ 1,163,279
	Sales Tax Revenue Total	$ 1,051,042	$ 1,089,717	$ 1,129,150	$ 1,146,087	$ 1,163,279
B	Expenditures					
1	Acquisition	$ 4,693,500				
2	Building Construction and Enhancements	$ 1,065,000	$ 710,000			
3	Movie Theater - Including 15,000 Expansion Area	$ -	$ 500,000			
4	General Conditions	$ 177,903	$ 44,476			
5	Clearing, Mass Grading	$ 823,213				
6	Hammons Blvd Improvements (North Portion)	$ 841,800				
7	Hardscape, Parking, Landscape, Irrigation	$ 1,968,893	$ 656,298			
8	Power/Gas	$ 103,500				
9	General Landscape and Irrigation	$ 129,375				
10	Traffic Light on 32nd Street	$ 201,250				
11	Professional Services (Eng./Arch/Consult/Legal/PM/Other)	$ 1,193,732	$ 511,599			
12	Financing Costs (Interest Carry/Closing/Fees/Other)	$ 1,879,950	$ 939,975	$ 313,325		
13	Development Fee	$ 218,018	$ 152,613	$ 65,405		
14	Insurance	$ 3,000	$ 3,000	$ 3,000	$ 3,000	$ 3,000
15	Legal	$ 15,000	$ 10,000	$ 10,000	$ 7,500	$ 5,000
16	Accounting	$ 7,500	$ 5,000	$ 5,000	$ 5,000	$ 5,000
17	32nd Street MoDOT Work - Paint Stallion (northside of 32nd Street)	$	$ 246,640			
18	36th Street MoDOT/City Work	$	$ 61,500			
19	Expenditure Total	$ 13,321,633	$ 3,841,100	$ 396,730	$ 15,500	$ 13,000
C	Net of Revenue/Expenditures	($12,270,591)	($2,751,383)	$732,420	$1,130,587	$1,150,279

Note: These costs are estimates only and may fluctuate based on actual revenues/costs incurred for purposes under the CID Act, the CID Cooperative Agreement and TIF Contract

Exhibit E-2

CID PROJECT BUDGET (to be paid from the Obligations) (Revised)

EXHIBIT E-2 - CID PROJECT BUDGET

	32nd Street Place, Joplin, MO CID Project Budget			Date:	2/17/2021
NO.	Land Acquisition for Public Property	Acres	Sq. Ft.	Cost/PSF	Total Cost
1	Existing Hammons Blvd	2.55	111,276	$ 6.50	$ 723,294
2	New Hammons Blvd.	2.95	128,443	$ 6.50	$ 834,878
3	Detention Tract A - to be owned by the CID	1.81	78,888	$ 6.00	$ 472,127
4	Detention Tract B - to be owned by the CID	2.14	93,424	$ 8.00	$ 747,392
5	Detention Tract C - to be owned by the CID	4.09	178,250	$ 4.34	$ 773,338
	TOTAL LAND COST	13.55	590,081	$ 6.02	$ 3,551,029
	PUBLIC IMPROVEMENT CONSTRUCTION COSTS				
NO.	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	TOTAL COST
1	GENERAL CONDITIONS & MOBILIZATION	1	LS	$175,000	$175,000
2	EROSION CONTROL	6	AC	$7,500	$45,000
3	SITE GRADING (Hammons Blvd only)	13,000	CY	$8	$104,000
4	DETENTION GRADING	16,000	CY	$10	$160,000
5	REPLACE TOPSOIL	3,000	CY	$25	$75,000
6	UNDERGRADING	2,000	CY	$70	$140,000
7	ROCK BREAKING - Mass Rock	500	CY	$100	$50,000
8	ROCK BREAKING - Trench Rock	1,500	CY	$200	$300,000
9	TREE CLEARING	6	AC	$7,000	$40,950
10	ROAD DEMOLITION - South Hammons	12,500	SY	$8	$100,000
11	4 STATE BUILDING DEMOLITION	6,000	SF	$15	$90,000
12	SANITARY SEWER PIPING	2,820	LF	$120	$338,400
13	SANITARY LATERALS	3	EA	$2,000	$6,000
14	SANITARY STRUCTURES	10	EA	$7,000	$70,000
15	STORM SEWER PIPING	1,700	LF	$150	$255,000
16	STORM STRUCTURES (new)	10	EA	$5,000	$50,000
17	STORM STRUCTURES (remove and replace)	4	EA	$10,000	$40,000
18	DETENTION OUTLET STRUCTURES	2	EA	$20,000	$40,000
19	CULVERT REPLACEMENT	150	LF	$3,500	$525,000
20	STREET LIGHTING	32	EA	$10,000	$320,000
21	WATER LINE PIPING	1,550	LF	$105	$160,650
22	ROADWAY ASPHALT (new)	6,200	SY	$100	$620,000
23	ROADWAY ASPHALT (remove and replace)	2,700	SY	$100	$270,000
24	ROADWAY ASPHALT (mill and overlay)	4,500	SY	$30	$135,000
25	CURB & GUTTER	5,200	LF	$20	$104,000
26	SIDEWALK	2,000	SY	$35	$70,000
27	STRIPING AND SIGNAGE	3,800	LF	$20	$76,000
28	LANDSCAPING	3,800	LF	$30	$114,000
29	TRAFFIC CONTROL	1	LUMP	$50,000	$50,000
30	COMMERICAL ENTRY REPLACEMENT	3	EA	$10,000	$30,000
31	MINE REMEDIAITON (in public area only)	8	EA	$15,000	$120,000
	SUBTOTAL				$4,674,000
	32nd STREET MoDOT Work within CID (SOUTH of CL)				
32	GENERAL CONDITIONS & MOBILIZATION	1	LS	$5,000	$5,000
33	EROSION CONTROL				$0
34	DEMOLITION	1	LS	$15,000	$15,000
35	32nd STREET WIDEING	350	CY	$100	$35,000
36	8" Reinforced Concrete	1,575	SY	$80	$126,000
37	3" ROADWAY ASPHALT (widening)	1,575	SY	$25	$39,375
38	CURB & GUTTER	1,415	LF	$20	$28,300
39	SIDEWALK	550	SY	$35	$19,250
40	CONCRETE DRIVES	200	SY	$70	$14,000
41	MEDIANS & ISLANDS	380	SY	$70	$26,600
42	TRAFFIC SIGNAL & CONTROL	1	LS	$277,500	$277,500
43	STRIPING AND SIGNAGE	1,500	LF	$10	$15,000
	SUBTOTAL				$601,025
	32nd STREET MoDOT Work - Painted Stallion (northside of 32nd Street)				
45	GENERAL CONDITIONS & MOBILIZATION	1	LS	$5,000	$5,000
46	EROSION CONTROL				$0
47	DEMOLITION	1	LS	$10,000	$10,000
48	32nd STREET WIDEING	100	CY	$100	$10,000
49	8" Reinforced Concrete	340	SY	$80	$27,200
50	3" ROADWAY ASPHALT (widening)	340	SY	$25	$8,500
51	CURB & GUTTER	835	LF	$20	$17,900
52	CONCRETE DRIVES	400	SY	$70	$28,000
53	MEDIANS & ISLANDS	822	SY	$70	$57,540
54	TRAFFIC SIGNAL & CONTROL	1	LS	$102,500	$102,500
55	STRIPING AND SIGNAGE	750	LF	$20	$15,000
	SUBTOTAL				$246,640
	86th STREET MoDOT Work				
57	GENERAL CONDITIONS & MOBILIZATION	1	LS	$5,000	$5,000
58	EROSION CONTROL	1	LS	$2,500	$2,500
59	DEMOLITION	1	LS	$10,000	$10,000
60	86th STREET WIDEING	100	CY	$100	$10,000
61	ROADWAY ASPHALT (wideaing)	160	SY	$100	$16,000
62	CURB & GUTTER	350	LF	$20	$7,000
63	TRAFFIC CONTROL	1	LS	$3,000	$3,000
64	STRIPING AND SIGNAGE	800	LF	$10	$8,000
	SUBTOTAL				$61,500
	TOTAL				$ 5,583,165
	CONTINGENCY	18.32	PERCENT	18.32%	$1,022,925
	TOTAL CID PUBLIC IMPROVEMENT CONSTRUCTION COSTS				$ 6,606,090
NO.	PUBLIC IMPROVEMENT PROJECT SOFT COSTS				
1	CID Legal				$ 105,000
2	Engineering				$ 410,000
3	Project Management / Development Fee				$ 420,000
4	Entitlement/Public Finance Consulting Fee				$ 414,000
5	Third Party Reports				$ 35,000
6	Closing and Title				$ 50,000
7	Performance Bond for Public Work	1.00%	PERCENT		$ 68,081
8	Contingency	10.00%	PERCENT		$ 150,006
	TOTAL PROJECT SOFT COSTS				$ 1,650,087
NO.	PRIVATE RECONSTRUCTION COSTS				
1	Reconstruction, Building Improvements and Soft Costs related to 3129 Hammons Blvd.- Future BKD Remodel				$ 2,147,674
	TOTAL CID BOND ISSUANCE PROJECT BUDGET				$ 13,854,852

Notes:

(1) The above referanced Costs are estimates - Bond Proceeds deposited to the Project Fund shall be spent as allowed by the CID Statute and in accordance with Trust Indenture and Tax Compliance Agreement.

(2) Notwithstanding anything contained herein to the contrary, the Developer may, without prior District or City approval, transfer amounts among each line item category in Exhibit E-2 so long as the Developer does not (a) exceed the aggregate of the total CID Bond Project Costs, (b) transfer to line items that are not approved for the District's funds, (c) transfer amounts to the Construction Management or Project Administration line items that result in an increase to said line items of more than ten percent (10%), or (d) result in any additional fees or payments directly to the Developer.

EXHIBIT G-2

LEGAL DESCRIPTION AND MAP – ANNEXED PROPERTY (New)

ALL THAT PART OF THE SOUTHWEST QUARTER OF SECTION 18 AND ALL THAT PART OF THE NORTHWEST QUARTER OF SECTION 19, ALL IN TOWNSHIP 27 NORTH, RANGE 32 WEST, IN THE CITY OF JOPLIN, IN JASPER AND NEWTON COUNTIES, MISSOURI, BEING GENERALLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWESTERLY CORNER OF PARCEL 20401800000047000 (3323 E 32ND STREET), SAID POINT BEING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF KANSAS CITY SOUTHERN RAILWAY; THENCE SOUTHEASTERLY, WITH THE NORTHEASTERLY LINE OF SAID PARCEL 20401800000047000 AND THE SOUTHERLY RIGHT-OF-WAY LINE OF THE KANSAS CITY SOUTHERN RAILWAY AND THEIR SOUTHEASTERLY PROLONGATION TO THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 18 AND THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 19; THENCE WESTERLY, WITH THE NORTH LINE OF SAID SECTION 19, TO A POINT ON THE NORTHERLY PROLONGATION OF THE EAST LINE OF PARCEL 04401900000000900; THENCE SOUTHERLY, WITH THE NORTHERLY PROLONGATION OF SAID EAST LINE, TO THE SOUTH RIGHT-OF-WAY LINE OF E. 32ND STREET; THENCE WESTERLY AND SOUTHWESTERLY, WITH THE SOUTHERLY RIGHT-OF-WAY LINE ON E. 32ND STREET, TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF S. RANGE LINE ROAD; THENCE NORTHERLY, WITH THE NORTHERLY PROLONGATION OF THE EAST RIGHT-OF-WAY LINE OF S. RANGE LINE ROAD, THE INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF S. RANGE LINE ROAD AND THE NORTH RIGHT-OF-WAY LINE OF E. 32ND STREET; THENCE SOUTHEASTERLY AND EASTERLY, WITH THE NORTH RIGHT-OF-WAY LINE OF E. 32ND STREET, TO THE SOUTHWEST CORNER OF PARCEL 20401800000047000 (3323 E 32ND STREET); THENCE NORTHERLY, WITH THE WEST LINE OF SAID PARCEL 20401800000047000 (3323 E 32ND STREET) TO THE POINT OF BEGINNING.

AND

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PLUS, additional property adjacent to Rangeline Road, 32nd Street, or 36th Street that is part of the planned project of the District shall automatically become property within the District at such time as such property is dedicated to the City of Joplin or the Missouri Department of Transportation as public right-of-way by plat or other conveyance.

MAP OF ANNEXED PROPERTY ON NEXT PAGE

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LICENSE NO.	
DATE:	10/25/2021
ISSUED FOR:	FOR REVIEW
JOB NUMBER:	21KC10026

NO.	DESCRIPTION	BY	DATE

CID ANNEXATION EXHIBIT

32ND ST. PLACE

NEWTON AND JASPER COUNTIES, CITY OF JOPLIN, MISSOURI

SHEET NUMBER EX.1 1 OF 2

Map #	Owner	Parcel ID	Address	AV 2021
1	Woodsonia Joplin, LLC	20401800000047000	3323 E. 32nd Street	$109,050
			Total	$109,050

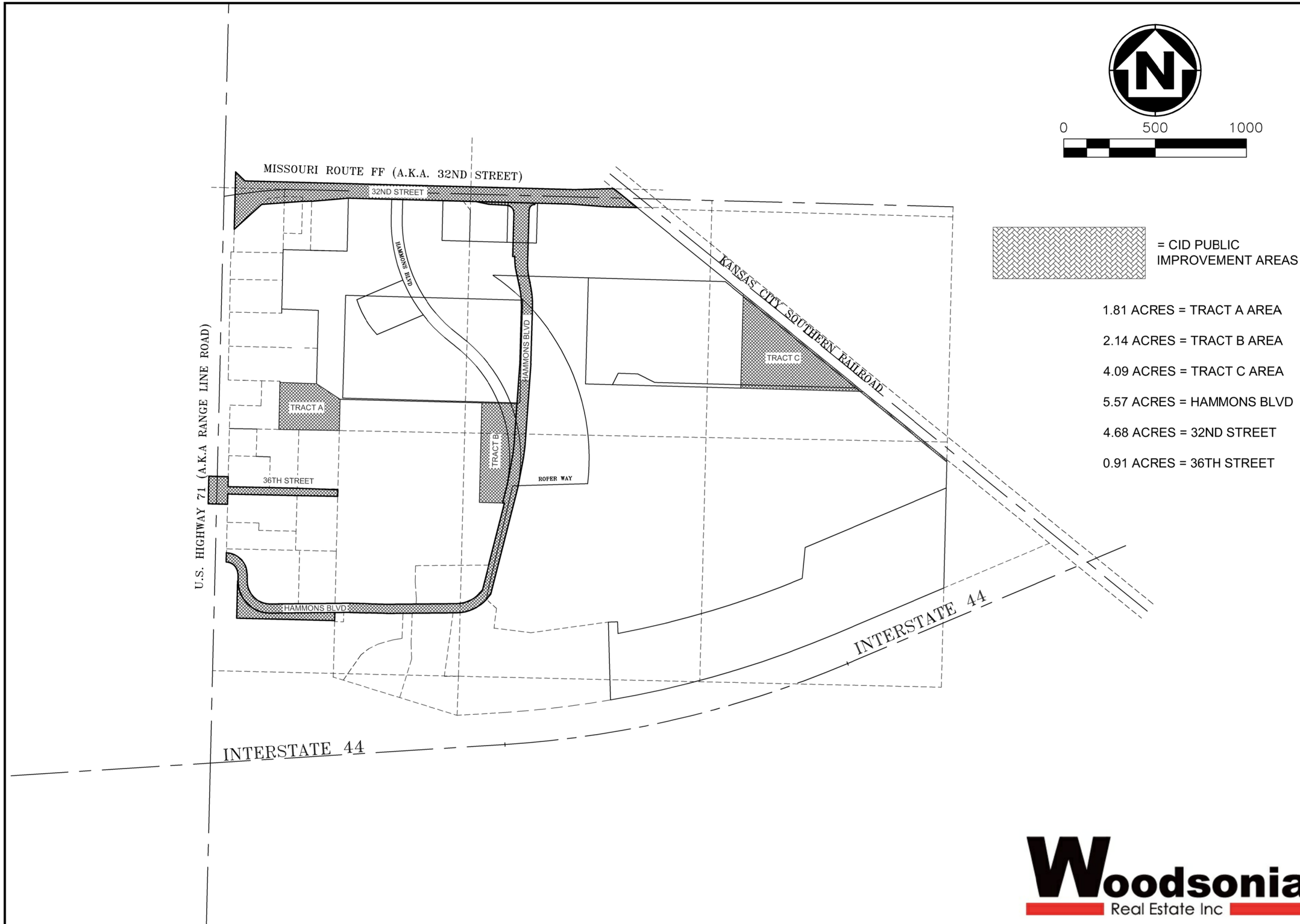
CID ANNEXATION
BOUNDARY AREA
± 6.68 AC

HORIZONTAL
SCALE: 1" = 100'

EXHIBIT H

MAP OF PUBLIC IMPROVEMENTS ON PUBLIC IMPROVEMENTS PROPERTY AND IN PUBLIC RIGHT-OF-WAY
(in addition to, and not as a replacement for, the legal description and map of the Public Improvements Property attached as Exhibit H to the Cooperative Agreement describing and depicting the property acquired by the District)

WOODSONIA REAL ESTATE INC.
CID PUBLIC
IMPROVEMENT AREAS
JOPLIN, NEWTON COUNTY, MISSOURI
1
REVISIONS
NO. DESCRIPTION BY DATE
DRAWING INFO
DRAWN BY
CHECK BY
LICENSE NO.
DATE 201-12-15
FIELD BOOK
JOB NUMBER 20J010011
ANDERSON ENGINEERING
EMPLOYEE OWNED
ENGINEERS • SURVEYORS • LABORATORIES • DRILLING
Woodsonia
Real Estate Inc
= CID PUBLIC IMPROVEMENT AREAS
1.81 ACRES = TRACT A AREA
2.14 ACRES = TRACT B AREA
4.09 ACRES = TRACT C AREA
5.57 ACRES = HAMMONS BLVD
4.68 ACRES = 32ND STREET
0.91 ACRES = 36TH STREET
0
500
1000
KANSAS CITY SOUTHERN RAILROAD
INTERSTATE 44
MISSOURI ROUTE FF (A.K.A. 32ND STREET)
32ND STREET
HAMMONS BLVD
TRACT C
TRACT B
TRACT A
36TH STREET
U.S. HIGHWAY 71 (A.K.A RANGE LINE ROAD)
INTERSTATE 44



0 500 1000

= CID PUBLIC IMPROVEMENT AREAS

1.81 ACRES = TRACT A AREA

2.14 ACRES = TRACT B AREA

4.09 ACRES = TRACT C AREA

5.57 ACRES = HAMMONS BLVD

4.68 ACRES = 32ND STREET

0.91 ACRES = 36TH STREET

Woodsonia Real Estate Inc

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EMPLOYEE OWNED
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DATE: 201-12-15
FIELD BOOK:
JOB NUMBER: 20JO10011

REVISIONS

NO.	DESCRIPTION	BY	DATE

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WOODSONIA REAL ESTATE INC.
CID PUBLIC IMPROVEMENT AREAS
JOPLIN, NEWTON COUNTY, MISSOURI

1

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2022-604– approving a Recruitment Incentive Program for police officer applicants.

MEETING DATE
April 4, 2022

ORIGINATING DEPT
Police Department

ATTACHMENTS
Recruitment Incentive Program Overview, Recruitment Incentive Program Agreement, Referral Incentive Program Agreement

REVIEWED BY
Dept. Head: Police Chief Sloan Rowland; Director of Finance: Leslie Haase; City Attorney: Peter Edwards; City Manager: Nicholas Edwards

SUMMARY
This Council Bill approves the adoption of a Recruitment Incentive Program for qualified police officer applicants.

BACKGROUND
The ability to recruit, hire, and retain police officers has become increasingly difficult in light of recent events nationwide. The Joplin Police Department has been affected by these conditions which are reflected in current staffing levels. Currently the police department has twelve police officer vacancies with anticipation of three retirements this year alone, as well as additional vacancies expected. In an effort to hire qualified police officers who do not require basic law enforcement certification, we are proposing this recruitment incentive program. The hiring of these qualified police officer applicants would expedite the deployment of trained police officers in the community by reducing their training requirement by a minimum of six months. The referral incentive for City employees will also aid in recruiting efforts.

FUNDING SOURCE
This program will be funded by the public safety sales tax.

RECOMMENDATION
Staff recommends adoption of this Council Bill on an Emergency basis; being an ordinance dealing generally with payment of current city government expenses, to be an emergency within the meaning of Section 2.12(3) of the HOME RULE CHARTER of the City of Joplin, Missouri, and as such, this Ordinance shall become effective immediately upon its passage.

JOPLIN POLICE DEPARTMENT

HONOR COURAGE COMMITMENT SERVICE

CHIEF OF POLICE SLOAN A. ROWLAND

www.joplinpolice.org

PROPOSAL

Recruitment Incentive Program

RECRUITMENT INCENTIVE PROGRAM

Background

In May of 2021 the Joplin City Council passed Council Bill 2021-603 Authorizing the implementation of a recruitment incentive for lateral police applicants in the amount of $5,000, along with a referral incentive of $1,000 for eligible City employees who refer a lateral applicant to the City.

This proposal has been updated for consideration of an increase in the amounts for a lateral applicant ($10,000), and an increase for eligible employees that refer a lateral applicant ($2,000). We hope this change in the program will motivate continued recruitment by city employees, as well as entice additional lateral police applicants to join the Joplin Police Department.

Over the last decade, the Joplin Police Department has experienced severe levels of attrition within its ranks. This has been due to terminations (both voluntary and involuntary), transfers to other city positions, and retirements. The police department has experienced a high turnover rate since 2012. The ability to recruit, hire and retain officers has also been a difficult and troubling task. Controversial events and the national rioting against law enforcement in 2020, coupled with a growing "defund the police" movement, has exacerbated the problem of hiring quality officers nationwide. While the Joplin Police Department is allotted 110 sworn officer positions, there are currently only 83 officers available for duty (4- light duty/injury, 8- in training, 3- in MSSU academy, 12- position vacancies). There is also one retirement scheduled for April 7, 2022, and a pending resignation for April 9, 2022, as well as two retirements late summer.

Need for Lateral/POST Certified Officers

The Joplin Police Department is in dire need of officers who are P.O.S.T. certified (have their Missouri Peace Officer License) and/or have law enforcement experience from another agency and meet Missouri eligibility requirements to take and pass the Missouri Police Officer Licensing Exam. This is based on several facets:

1) The hiring process for police officers takes place over a 3-to-4-month time period in order to accommodate all phases of testing and hiring. The hiring process includes interviews, background investigation, polygraph and psychological examinations, as well as physical and drug screening processes.

2) Officers who do not have their P.O.S.T. certification and/or law enforcement experience at other agencies must attend a Law Enforcement Academy in the State of Missouri. The academy is a 600 hour training academy that is spread over a 5 month period that is equivalent to a full college semester. This is followed by a 7 week in-house training academy at the Joplin Public Safety Training Facility. Once this is complete, the trainee enters their field training and spend 16 weeks in "on the job" training, which is broken into 4 phases. Therefore, it takes a non-P.O.S.T. certified officer over a year before they are hired and fully trained in order to work as a solo police officer for the Joplin Police Department.

3) P.O.S.T. certified and/or employees with law enforcement experience only undergo the 7-week in-house academy, followed by their field training program, which can be shortened based upon their experience and aptitude. P.O.S.T. certified officers or applicants with prior law enforcement experience may be available to work as solo officers in as little as 6-7 months (half the time of a non-P.O.S.T. applicant or applicants with previous law enforcement experience that have allowed their certifications to lapse).

4) P.O.S.T. certified applicants and officers who have previously worked in law enforcement bring certification and experience with them. Experience is crucial in a profession that consistently requires officers to make critical decisions, some of them being a matter of life and death, in a very short time frame. Certification also negates the need to send applicants through basic law enforcement academy training.

5) Hiring non-POST certified applicants requires the City of Joplin to send those employees to a law enforcement academy. The city currently pays $7,791.98 for academy fees per employee.

PROPOSAL

Currently, staffing within the Joplin Police Department is at a critical stage. A new and unique manner of bringing experienced employees is needed to help solve this complex issue. The implementation of a Recruitment Incentive Program will help attract lateral applicants for the position of Police Officer, which is one of the most difficult-to-fill positions in the City of Joplin. This program would allow all city employees an opportunity to help promote the City by having an active role in attracting applicants to this organization.

Recruitment Incentive Defined

The proposal is comprised of two separate components, with one being aimed towards potential applicants and the other directed towards current city employees.

-Applicant Incentive

The applicant incentive offers a $10,000 payment to lateral police applicants who complete the following:

1) Complete a City of Joplin application for employment.
2) Complete all stages of the LATERAL police officer hiring process
3) Complete all In-House Academy training
4) Complete all required phases of the Field Training Officer (FTO) program.

Lateral applicants who wish to participate in this program will be required to enter into an agreement with the City of Joplin. The lateral applicant will be expected to maintain employment with the City of Joplin for a minimum of two years.

The current standards and practices regarding lateral police officers and their compensation level will remain the same. If a lateral applicant fails to maintain employment for the two year period, he or she may be required to forfeit accrued leave hours.

Upon implementation, current city employees whose employment with the City of Joplin is terminated will not be eligible for the recruitment incentive payment until one full year following their termination date. Those employees may reapply within the one-year time frame as a lateral applicant but will not be eligible for the recruitment incentive payment program.

-Referral Incentive

The proposed referral incentive is to motivate and reward current city employees to actively recruit applicants for the lateral police officer position. This would only be for lateral police applicants who have previous law enforcement experience, are Missouri POST certified, and/or are currently enrolled and attending a Missouri POST approved law enforcement academy. A referral incentive of $2,000 would be paid to the current city employee who recruits a lateral applicant only if the lateral applicant completes all requirements listed above. All city employees will be eligible (except for certain circumstances listed below under “restrictions”) as this will be a force multiplier for the JPD recruiting team.

To evaluate the effectiveness of this program, it is recommended that a review of this program occurs on an annual basis. Should this program address the staffing difficulties of the Joplin Police Department, there may be point in time where this program is no longer needed and could be discontinued.

Eligibility

-Applicant Incentive:

-Any applicant who:

1) Currently has passed the Missouri Peace Officer License Exam and has their Missouri Peace Officer License
2) Has previously worked in the position of Police Officer for a law enforcement agency in the last 5 years and meets the Missouri eligibility requirements to take and pass the Missouri Police Officer Licensing Exam.
3) Currently enrolled and attending a P.O.S.T. approved law enforcement academy.

-Referral Incentive:

- All full-time employees (both exempt and non-exempt) are eligible to receive the recruitment incentive for the referral of a lateral (P.O.S.T. certified, prior law enforcement experience, and/or current academy student) applicant. Certain positions would be ineligible in order to maintain integrity within the program. Those positions are listed below under "restrictions"

-In order to receive the referral incentive, the lateral applicant must complete the following:

1) Complete a City of Joplin application for employment and,
2) Complete all stages of the lateral police officer hiring process and,
3) Complete all In-House Academy training and all required phases of the Field Training Officer (FTO) program.

Only one City of Joplin employee per applicant may receive the referral incentive. The referral incentive will only be paid to the first employee listed on the City of Joplin job application form (both print and online) in the referral source section. The lateral applicant must list the employee making the referral at the time of application as he or she cannot add that information after the application has been submitted and received. The referral incentive will only be paid after the lateral applicant completes all requirements of the applicant incentive (stipulations in the agreement). Eligible employees will be required to sign an agreement with the city recognizing their recruitment efforts and eligibility to receive the referral incentive payment. Employees will not be eligible for the referral incentive if the applicant is an immediate relative of that employee.

Restrictions:

As a matter of integrity and safeguards for the recruitment incentive program, the following restrictions are recommended:

1) Employees in the following positions shall not be eligible to receive the referral incentive:
    a. Chief of Police, Assistant Chief of Police, any Police Captain or other supervisor who has an active role in the vetting, interviewing and hiring recommendation process of prospective employees
    b. Any member of the Joplin Police Department recruiting team
    c. Any member of the Human Resources Department

   d. Finance Director
   e. City Manager & Assistant City Manager
   f. Immediate relative of the applicant
2) Background investigators shall not be assigned to investigate any applicant in which they have been listed as a referral source.
3) Polygraph examiners shall not be assigned to conduct polygraph examinations of any employee in which they have been listed as a referral source.

Legal

In order to be successful and compliant with laws and regulations, the recruitment incentive program detailed above was constructed and brought forth with the following legal issues in mind:

Article III, Section 39 of the Missouri Constitution states:

"The general assembly shall not have power: To grant or to authorize any county or municipal authority to grant any extra compensation, fee or allowance to a public officer, agent, servant or contractor after service has been rendered or a contract has been entered into and performed in whole or in part"

Additionally, an official opinion (opinion 72-1955) written by Missouri Attorney General John M. Dalton on June 14, 1955 states:

"The Constitutional provision prohibits the General Assembly from granting extra compensation, fees or allowances to a public officer, agent or servant after service has been rendered. Likewise, a government agency which derives its power and authority from the Constitution and laws of this state would be prohibited from granting extra ·compensation in the form of bonuses to public officers or servants after the service has been rendered."

Therefore, it is understood that "bonuses" in the State of Missouri are not legal and not authorized. However, the recruitment incentive program is not considered a "bonus". This reasoning is based on the following:

1) It is recommended that the compensation payment to a LATERAL applicant be made only as a condition of an employment contract entered into between the City of Joplin and the LATERAL applicant. If the contract specifically stipulates the requirements of the applicant and all of those requirements are achieved, then the applicant has fulfilled the obligations of the contract and are entitled to the contractual compensation listed, and no more. Any additional payment above what is listed in the employment contract could be considered a violation of the Missouri Constitution Article III, section 39.

2) The referral incentive for city employees is specifically based on a performance measure that must be clearly defined, outlined and disseminated to all city employees. We are asking for city employees to actively recruit people to come and work for the city of Joplin. If a city employee is active in recruiting employees for difficult to fill positions, such as a Police Officer, then that work, or performance, should be rewarded. But, as mentioned above, this would only take place after the applicant meets all of the prescribed and contractual requirements.

These two points are consistent with recent statements made by the Missouri State Auditor Nicole Galloway. In an audit report published in March of 2017, Auditor Galloway was quoted as saying "While the use of an incentive program may be allowable if implemented and executed appropriately, the absence of consistent documentation about performance goals to be met and the lack of defined objective criteria to determine the achievement of incentives gives the appearance the payments represent additional compensation for past performance". In a news article on this audit, Auditor Galloway was also quoted as saying "In other words, incentives are predetermined in an employment contract and have specific requirements to be met in order to receive payments. Bonuses reward extra compensation for work the employee was already expected to perform."

In addition, this exact program is currently being utilized by the City of St. Louis, however they have expanded the program to include other positions that have been deemed as "hard to fill". The City of St. Louis implemented this program in September of 2019 and in conversations with their personnel department, this program has been very effective and beneficial for their city.

Other cities also actively use their own form of recruitment incentives to attract Police Officer applicants. The following are only a few examples of what some other agencies in the State of Missouri currently offer:

- Hannibal Police Department- $2,000
- Excelsior Springs Police Department- $2,250
- Riverside Police Department- $10,000 (POST certified) & $5,000 (non-POST certified)
- Springfield Police Department - $10,000
- Independence Police Department - $10,000

The City of Columbia has also implemented a different version of their own recruitment incentive program. Their program utilizes city funding to provide rent and down payment assistance to newly hired officers and firefighters (hard to fill positions).

Conclusion

The implementation of this recruitment incentive program is needed to help address growing issues with the hiring of police officers. This is an issue nationwide, not just in the City of Joplin. Providing additional compensation incentives will help attract experienced Police Officers to the City of Joplin. By hiring officers with experience and their POST certification, it results in a major cost savings to the City of Joplin, it's citizens and taxpayers of Joplin. In addition, this program would comply with all legal requirements regarding additional compensation of government employees. It is anticipated that the Joplin Police Department will be able to attract talented and experienced officers and bring the agency back to full staff in a shorter amount of time.

CITY OF JOPLIN
AGREEMENT FOR LATERAL POLICE OFFICER
FOR PAYMENT OF RECRUITMENT INCENTIVE

EMPLOYEE'S NAME: _____DATE: _____
Print: (FIRST MI. LAST)

RECRUITMENT INCENTIVE:

I, _____, understand that I am being employed by the City of Joplin Police Department as a Police Officer and I meet the following guidelines to be considered as a lateral police officer:

1) Have successfully passed the Missouri Peace Officer License Exam and have received my Missouri Peace Officer License and/or,
2) Have previously worked in the position of Police Officer for a law enforcement agency in the last 5 years and meet the Missouri eligibility requirements to undergo the Missouri Police Officer Licensing Exam and/or,
3) Currently enrolled and attending a Missouri P.O.S.T. approved law enforcement academy

And that upon being hired by the City of Joplin, I am eligible to participate in the City of Joplin's Lateral Police Officer Recruitment Incentive Program. The recruitment incentive program offers a $10,000 payment to eligible lateral police officers for being hired by the City of Joplin. I understand that to receive the $10,000 payment, I must meet the following requirements:

1. Complete a City of Joplin application for employment, and
2. Complete all stages of the LATERAL police officer hiring process, and
3. Complete all In-House Academy training, and
4. Complete all required phases of the Field Training Officer (FTO) program.

And, as a condition of receiving the recruitment incentive payment, I will commit to two (2) years of full-time employment for the City of Joplin as a Police Officer. If I do not fulfill my commitment of two (2)

years of full-time employment, I will be required to forfeit any accrued leave balances to offset any financial obligations based upon a pro-rated amount of the remaining commitment.

I have read this agreement in full and understand the requirements, terms and conditions set forth herein.

I hereby elect to: (check one)

☐ - Elect to participate and receive the $10,000 recruitment incentive program payment following the completion of all terms and conditions.

or

☐ - Elect NOT to participate and will not receive the $10,000 recruitment incentive program payment.

_____ _____

Employee's Signature Date

On this _____ day of _____, 20__ before me, a notary public, personally appeared _____ to me known to be the person described in and who executed the above contract, and acknowledged that the person executed the same as a free act and deed.

_____ _____

Notary Public Signature Date

CITY OF JOPLIN
AGREEMENT FOR LATERAL POLICE OFFICER
REFERRAL INCENTIVE

DATE: _____

NAME OF CITY EMPLOYEE: _____

NAME OF RECRUITED LATERAL POLICE OFFICER: _____

REFERRAL INCENTIVE:

I,_____, hereby attest that I am an employee of the City of Joplin and am voluntarily participating in the Lateral Police Officer Referral Incentive program. I understand the terms of the Lateral Police Officer Recruitment Incentive program and meet all of the requirements set forth herein:

1. I am a current City of Joplin Employee and,
2. I am not employed as the City Manager, Assistant City Manager, Finance Director, a member of the Human Resources Department, a Police Captain, Assistant Chief or Chief of Police, or a member of the recruiting team of the Joplin Police Department and,
3. The active recruitment of city employees is not a primary job function of my current position and,
4. I Did not participate in any phase of the application review, background investigation, or polygraph examination of the Lateral Police Officer listed above and,
5. The Lateral Police Officer listed above did use my name in the Referral section of his or her employment application upon submitting the application to the city and,
6. The Lateral Police Applicant did not add my name after the application was submitted and,
7. I am not an immediate relative of the recruited Lateral Police Officer listed above.

I hereby attest that I actively recruited the Lateral Police Officer listed above and am entitled to receive a one-time payment of $2,000 for referring and recruiting this person to work for the City of

Joplin. I hereby acknowledge that I will only receive this payment once the Lateral Police Officer listed above completes all requirements and conditions set forth in the Lateral Police Officer Recruitment Incentive program, which includes the following:

1. Completes a City of Joplin application for employment and
2. Completes all stages of the Lateral Police Officer hiring process and
3. Completes all In-House Academy training and
4. Completes all required phases of the Field Training Officer (FTO) program.

Failure of the Lateral Police Officer to complete those requirements and conditions will disqualify me from receiving the Lateral Police Officer Referral Incentive payment of $2,000. I have read this agreement in full and understand the requirements, terms and conditions set forth herein.

_____ _____

Employee's Signature Date

On this_____day of_____, 20__before me, a notary public, personally appeared _____to me known to be the person described in and who executed the above contract, and acknowledged that the person executed the same as a free act and deed.

_____ _____

Notary Public Signature Date

Council Bill No. 2022-604 ORDINANCE NO.

AN ORDINANCE approving a Recruitment Incentive Program designed to attract police applicants; and containing an emergency clause.

WHEREAS, the City of Joplin has twelve unfilled police officer positions, and three police officer retirements, pending in the year 2022; and,

WHEREAS, this program would allow qualified police applicants to receive an incentive upon successful completion of all police officer training phases to include the in-house academy and field training program; and,

WHEREAS, this program would also allow a referral incentive for qualified City of Joplin employees who refers a police officer applicant that successfully completes all phases of the program; and,

WHEREAS, this program allows for increased capability to recruit and retain qualified police officers.

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

Section 1. That the Recruitment Incentive Program, attached hereto as Exhibit "A", is hereby approved.

Section 2. As set forth in Recruitment Incentive Program, Exhibit "A", Qualified police applicants will receive an incentive in the amount of Ten Thousand Dollars ($10,000.00) upon completion of the Joplin Police Department in-house academy and field training program. The applicant will commit to a minimum of two years' service as a police officer. Officers who receive an incentive and leave employment prior to the two-year commitment will forfeit any accrued leave time.

Section 3. As set forth in Recruitment Incentive Program, Exhibit "A", City of Joplin employees that meet qualifications may receive a referral incentive in the amount of Two Thousand Dollars ($2,000.00) for police officer applicants they refer that qualify and successfully complete the training process.

Section 4. That this Ordinance is an emergency within the meaning of Section 2.12 (1)(3) of the Home Rule Charter of the City of Joplin, Missouri, in that said ordinance is for the immediate preservation of the public peace, property, health, safety and morals, and is an ordinance making an appropriation for the payment for current expenses of the city government; and shall take effect immediately upon passage.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this ____day of

_____, 2022, by a vote of _____.

_____

Ryan D. Stanley, Mayor

ATTEST:

_____
Holly Nagy,
City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards,
City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2022-120 Agreement with SFS Architecture for professional consulting services for the development of a City of Joplin Facilities Masterplan

MEETING DATE
April 4, 2022

ORIGINATING DEPT
Public Works-Engineering

ATTACHMENTS
Council Bill 2022-120; Agreement; Scoring Summary; Facilities List

REVIEWED BY
Director of Public Works: David Hertzberg; Finance Director: Leslie Haase; City Attorney: Peter Edwards; City Manager: Nicholas Edwards

SUMMARY
This Council Bill authorizes the City Manager or his designee to approve an agreement with SFS Architecture in the not to exceed amount of One Hundred Ninety-Nine Thousand Eight Hundred Eighty and 00/100 dollars ($199,880.00) for professional consulting services for the development of a City of Joplin Facilities Masterplan

BACKGROUND
The City of Joplin currently owns and/or maintains over 50 facilities, which include but are not limited to City Hall, the City Justice Center (which houses the City Police, Fire and Municipal Court System), Public Works Center (PWC) Facilities, Fire Stations, Parks Facilities, MAPS/Transit System Facilities, Airport Facilities, City Police & Fire Training Facility, Wastewater Treatment Facilities, Joplin Public Library, Joplin Senior Center, Joplin Museum Complex, Memorial Hall, Joplin Recycling Center, and multiple other facilities.

On February 5th, 2022, City Staff published a Request for Qualifications for professional architectural/engineering services for the development of a City of Joplin Facilities Masterplan, with statements of qualifications from interested consultants due on February 23rd. The City received one response to the RFQ, from the team of SFS Architecture and Corner Greer & Associates (CGA) Architects. The qualification statement received was reviewed and scored by a team of City staff comprised of Public Works, Facilities Maintenance, Fire Department and Parks and Recreation personnel. Based on the scoring, it was determined that SFS Architecture was qualified to provide the requested services. A scoping meeting was held with SFS and CGA to determine the scope of work to be included in this agreement.

The Facilities Masterplan will be limited to 29 City Facilities at this time, and will include an assessment of each facility, cataloged and delivered via a facilities management software platform that can be added to and updated by the City moving forward. Recommendations for required maintenance staffing and annual budgeting will be included for each facility, and a space needs assessment will be provided for City Hall as well.

Funds for the Facilities Masterplan were included in the FY2021/22 Capital Improvements Sales Tax Fund budget that was approved by Council.

In addition, the consultant will also provide an in-depth feasibility study for the City Justice Center. The Justice Center facility was constructed in 1967, and currently houses Fire Station 1, Fire Administration offices, Emergency Management, Emergency Communications/Dispatch, Municipal Court, City Prosecutor's office, Municipal Jail facilities, and the Police Department. Along with assessing the Justice Center facility itself, SFS will also hold multiple staff engagement meetings with all departments currently located in the facility to prepare a programming and space needs assessment, to be used in determining the feasibility of the use of the facility moving forward. Funds for the Justice Center Feasibility Study were included in the FY2021/22 General Fund budget that was approved by Council.

FUNDING SOURCE

Capital Improvement Sales Tax; General Fund

RECOMMENDATION

Staff recommends adoption of this Council Bill on first reading.

Facilities Masterplan RFQ Scoring Sheet

	Max Score	Scorer	SFS/CGA
Concept and Responsiveness to City's Request. Responsiveness of the written response in clearly stating an understanding of the work to be performed as outlined in the scope of service.	**20**	1	18
		2	18
		3	19
		4	20
		5	15
		6	20
		Subtotal	**18.33333333**
Consultant's Relevant Experience. The Firm's overall experience with similar projects.	**20**	1	18
		2	19
		3	18
		4	20
		5	20
		6	20
		Subtotal	**19.16666667**
Project Team - Qualifications of staff to be assigned, education, position in firm and years experience will be considered.	**20**	1	19
		2	18
		3	19
		4	20
		5	20
		6	20
		Subtotal	**19.33333333**
Approach - Accessibility to client, familiarity with the area, proximity to the client, client/consultant relationship and general approach to project.	**40**	1	38
		2	39
		3	39
		4	40
		5	35
		6	40
		Subtotal	**38.5**

Score	**95.33333333**

AGREEMENT
FOR CONSULTING SERVICES

THIS AGREEMENT is made and entered into this _____ day of _____, 2022, by and between the City of Joplin, Missouri, a Missouri Municipal Corporation, hereinafter referred to as "City," and SFS Architecture, hereinafter referred to as "Consultant," and with City and Consultant being referred to collectively as "the Parties."

WITNESSETH:

WHEREAS, City desires to engage Consultant to perform the services described in Request for Qualifications for City of Joplin Facilities Masterplan, attached hereto and incorporated by reference as Exhibit A; and

WHEREAS, Consultant submitted a Statement of Qualifications on February 23, 2022, and its proposal dated March 25, 2022, attached hereto and incorporated by reference as Exhibit B; and

WHEREAS, Consultant has become the lowest and best Offeror for performing said services.

NOW, THEREFORE, in exchange for valuable consideration each received from the other, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

1. Scope of Work and Payment.

a. City agrees to engage Consultant for performance, and Consultant agrees to perform, the services described in Exhibit A within 5 months from the project kickoff meeting.

b. The services of Consultant shall commence only as authorized in writing by City and shall be undertaken and completed as promised by Consultant as described in Exhibit B.

c. City agrees to pay Consultant in accordance with the prices and terms set forth in Exhibit B for work authorized by City upon presentation of proper invoice and inspection by City of work completed by Consultant. However, in no event shall the total payment for the scope of work exceed $199,880.00.

d. All information, data, and reports as are existing, available, and necessary for the carrying out of the work, shall be furnished to Consultant without charge, and the Parties shall cooperate with each other in every way possible in carrying out the scope of services.

e. Consultant shall fully coordinate its activities in the performance of this contract with the activities of City.

f. Consultant represents that Consultant will secure the following at Consultant's own expense: all personnel required to perform the services called for under this contract by Consultant. Such personnel shall not be employees of or have any contractual relationship with City except as employees of Consultant. All the services required hereunder will be performed by Consultant or under Consultant's direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services. None of the work or services covered by this contract shall be subcontracted without the written approval of City.

2. Amendments. The covenants and obligations herein contained are the full and complete terms of this Agreement, and no alteration, amendments, or changes to such terms shall be binding unless first reduced to writing and executed with the same formality as this Agreement.

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

4. Attorney's Fees and Expenses. If City files suit in order to enforce any term of this Agreement and is the prevailing party, Consultant shall be liable for City's reasonable attorney's fees and expenses. In no event shall City be liable for Consultant's reasonable attorney's fees and expenses.

5. Binding Effect. This Agreement shall be binding upon the parties hereto, their heirs, executors, administrators, legal representatives, successors, and assigns, and shall be binding in the event of the death or legal disability of the parties. Provided, however, that nothing in this paragraph shall be construed as a consent by City to any assignment of this Agreement or any interest therein by Consultant.

6. Choice of Law and Venue. This Agreement has been made, and its validity, performance and effect shall be determined, in accordance with the laws of the State of Missouri and venue for litigation between the parties shall be solely and exclusively in Jasper County, Missouri.

7. Compliance with Laws. Consultant shall observe and comply with all Federal, State, and local laws and ordinances that affect those employed or engaged by it on the project, or the material or equipment used, or the conduct of the work, and shall procure all necessary licenses, permits, and insurance.

8. Confidentiality. Any reports, data, or similar information given to or prepared or assembled by the Consultant under this contract which the City requests to be kept as confidential shall not be made available to any individual or organization by the Consultant without prior written approval of the City.

9. Contract Documents. The contract documents shall consist of the following: this Agreement, City's Request for Qualifications, and Consultant's Response to City's Request for Qualifications. In the event of conflict between the contract documents, this Agreement will

prevail. In the event of conflict between the City's Request for Qualifications and Consultant's Response to City's Request for Qualifications, City's Request for Qualifications will prevail.

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

11. Ethics. Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, gift, or contingent fee.

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

13. Indemnification.

a. In no event shall the City be liable to the Consultant for special, indirect, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this contract. The maximum liability of the City shall be limited to the amount of money to be paid or received by the City under this contract.

b. The Consultant shall defend, indemnify, and hold the City harmless, its elected or appointed officials, agents, and employees from and against any and all liability, suits, damages, costs (including attorney fees), losses, outlays, and expenses from claims in any manner caused by, or allegedly caused by, or arising out of, or connected with, this contract, or the work or any subcontract there under (the Consultant hereby assuming full responsibility for relations with subcontractors), including, but not limited to, claims for personal injuries, death, property damage, or for damages from the award of this contract to Consultant.

c. The Consultant shall indemnify and hold the City harmless from all wages or overtime compensation due any 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.

d. The indemnification obligations of Consultant hereunder shall not be limited by any limitations as to the amount or type of damages, compensation or benefits payable by or for the Consultant, 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.

e. 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.

f. Consultant affirms that it has had the opportunity to recover the costs of the liability insurance required in this agreement in its contract price. Consultant's obligation under this agreement to defend, indemnify and hold harmless any person from that person's own negligence or wrongdoing is limited to the coverage and limits of the applicable insurance.

14. Independent Contractor. This Agreement does not create an employer-employee relationship between the parties. Consultant is an independent contractor and is not entitled to any benefits including health, dental, vision, disability, life, and unemployment insurance, worker's compensation coverage, and LAGERS. Consultant is an independent contractor and not an employee for all purposes including the application of the Fair Labor Standards Act Minimum Wage and Overtime Payments, Federal Insurance Contribution Act, Social Security Act, Federal Unemployment Tax Act, and the provisions of the Internal Revenue Code, Missouri Revenue and Taxation Laws, and Missouri's Worker Compensation Laws and Unemployment Insurance Laws.

15. Insurance. Consultant shall secure and maintain at its own cost and expense, throughout the duration of this Agreement, insurance of such types and in such amounts as may be necessary to protect it and the interests of City against all hazards or risks of loss as hereunder specified or which may arise out of the performance of this Agreement. Such policies shall name 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)

16. Intellectual Property. Any information, know-how, data, results, inventions, and any associated intellectual property, that is made, discovered, created, invented, or generated by Consultant in any activities or work under this Agreement shall be owned by City.

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

18. Notices. All notices required or permitted hereinunder and required to be in writing may be given by first class mail addressed to City and Consultant at the addresses as follows:

City of Joplin
ATTN: City Attorney
602 S. Main St.
Joplin, MO 64801

SFS Architecture
ATTN: Marsha K. Hoffman, Principal
2100 Central Street, Suite 31
Kansas City, MO 64108

The date of delivery of any notice given by mail shall be the date falling on the second full day after the day of its mailing.

19. Records and Audits. The Consultant shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the City to assure proper accounting for all project funds. These records will be made available for audit purposes to the

City or any authorized representative, and will be retained for three years after the expiration of this Contract.

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

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

22. Subcontractors. Consultant shall be as fully responsible to City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Consultant is for the acts and omissions of persons it directly employs. Consultant shall cause appropriate provisions to be inserted in all subcontracts relating to this work, to bind all subcontractors to Consultant by all the terms herein set forth, and insofar as applicable to the work of subcontractors and to give Consultant the same power regarding termination of any subcontract as City may exercise over Consultant under any provisions of this Agreement. Nothing contained in this Agreement shall create any contractual relation between the subcontractor and City or between any subcontractors.

23. Termination. If, through any cause, Consultant shall fail to fulfill in a timely and proper manner Consultant's obligations under this contract, or if Consultant shall violate any of the covenants, agreements, or stipulations of this contract, City shall thereupon have the right to terminate this contract by giving written notice to Consultant of such termination and specifying the effective date thereof, at least five (5) days before the effective day of such termination. City may, without cause, terminate this contract upon thirty (30) day's prior written notice. In either such event, all finished or unfinished documents, data, studies, reports, or other materials prepared by the Consultant shall, at the option of City, become its property. Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed. Notwithstanding the above, Consultant shall not be relieved of liability to City for damages sustained by City by virtue of any such breach of the contract by Consultant.

24. Third-Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any person other than the parties and their respective successors and permitted assigns.

25. Unauthorized Aliens. That pursuant to Missouri Revised Statute Sections 285.525 through 285.555, if this contract exceeds the amount of $5,000.00 and Consultant is associated with a business entity, Consultant 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, Consultant must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

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

IN WITNESS WHEREOF, the Parties have hereunto set their hands the date first above written.

CITY OF JOPLIN, MISSOURI

_____
Nick Edwards, City Manager

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

SFS Architecture

_____
Marsha K. Hoffman, Principal

EXHIBIT A

CITY OF JOPLIN

REQUEST FOR QUALIFICATIONS
(RFQ)

FOR

City of Joplin Facilities Masterplan

SEALED QUALIFICATION SUBMISSION DEADLINE
NO LATER THAN 2:00 P.M., CENTRAL TIME, FEBRUARY 23, 2022

EXHIBIT A

CITY OF JOPLIN

REQUEST FOR QUALIFICATIONS

City of Joplin Facilities Masterplan

I. REQUEST FOR QUALIFICATIONS

A. Request

Statements of Qualifications are now being accepted by the City of Joplin from qualified Architectural or Architectural/Engineering Firms for providing a Facilities Masterplan. Respondents to this Request for Qualifications shall submit to the City of Joplin, a statement of qualifications, which will address the various components as set forth in this Request for Qualifications.

B. Obtaining a Request for Qualifications

This document is available to all qualified Consultants that request a copy up to the closing date/hour of submission.

Copies can be obtained from the City of Joplin, Capital Improvement Project Manager, Rob Beachner, 602 S Main St., Joplin, Missouri 64801, or by calling (417 624-0820 Ext. 1543). They can also be obtained from the City of Joplin website at https://www.joplinmo.org/bids.aspx .

II. BACKGROUND INFORMATION

Incorporated in 1873, the City of Joplin is located in the southwest corner of Missouri and is the State's fourth largest metropolitan area. Population growth within the City limits, which covers more than 30 square miles, continues to grow modestly while rapid growth is being experienced in the surrounding regional area. Joplin's actual population is 51,762 that swells to approximately 225,000 during the day.

The City of Joplin currently owns &/or maintains over 50 facilities, in-excess of over one-million square feet of interior area. These facilities include but are not limited to City Hall, Public Works Center (PWC) Facilities, City Justice Center (which houses the City Police, Fire & Municipal Court System), Police Substations, Fire Stations, Parks Facilities, MAPS/Transit System Facilities, Airport Facilities, City Police & Fire Training Facility, Wastewater Treatment Plant Facilities and Lift Stations, Joplin Public Library, Joplin Senior Center, Joplin Museum Complex, Memorial Hall, Joplin Recycling Center, and multiple other facilities.

III. SCOPE OF WORK

The purpose of the Facilities Masterplan is to provide a valuable fact-based tool for future facility-related decision making. It shall set a logical course for capital improvements and facility management initiatives for the future. The Facility Masterplan shall be a living document and will be re-examined and updated on a regular review cycle.

EXHIBIT A

Given the varying physical age of current facilities, as well as the ever-changing needs and levels of services provided by the City now and in the future, a visionary plan for maintenance and renovations, including repair and replacement schedules is imperative for future planning.

The City of Joplin is seeking to establish a relationship with an architectural or architectural/engineering firm (consultant) for the purpose of analyzing the state of current facilities, identifying repair and renovation needs, analyzing building utilizations indicators, establishing budgetary pricing, and examining potential viable additions to existing facilities as well as the need for new buildings.

The Facilities Masterplan shall include the following items at a minimum. A detailed scope of work will be developed in conjunction with the selected firm as part of the contract development process.

1. Consultant will analyze the state of current facilities as detailed above (including major mechanical equipment included in the facilities), relating to the repair, renovation, or replacement of the facilities or equipment.

2. Consultant will analyze each facility and develop plans to ensure that the facilities meet ADA accessibility guidelines and requirements.

3. Consultant will provide recommendations for new &/or additional facilities needed for the future.

4. Consultant will provide the City with recommendations for current and future staffing needs and annual budget estimates required to adequately operate and maintain the facilities.

5. Consultant will assist the City in determining the need for and selection of asset management program software. All deliverables from the Consultant to the City shall be in a format compatible with the proposed software.

6. It is expected that the Consultant will utilize information included in existing plans that have been developed by the City and other organizations as related to facilities, including but not limited to:

    - Current City of Joplin Capital Improvement Program
    - City of Joplin Stormwater Masterplan
    - City of Joplin Parks Master Study Plan
    - City of Joplin Transit Masterplan
    - City of Joplin Airport Masterplan
    - City of Joplin Wastewater Facility Plan
    - City of Joplin Solid Waste Masterplan (energy focus)
    - City of Joplin Police Department Resource Allocation Study
    - City of Joplin Fire Department Resource Allocation Study

IV. SCHEDULE

Schedule shall be determined during the contract negotiation phase with the selected Consultant.

EXHIBIT A

V. DELINEATION OF RESPONSIBILITIES

A. Responsibilities of the Consultant

1. The Consultant shall be responsible for undertaking the services identified under Section III above, or as negotiated (if required) with the City, upon execution of the contract by both parties.

2. All invoices for services shall be submitted to the City in duplicate and include brief description of services rendered. In addition, invoices must show the name of the Department or Division for which the services were performed and the City of Joplin Purchase Order Number.

3. During the course of the project, the Consultant may invoice the City for services rendered, no more than once per month.

B. Responsibilities of the City of Joplin

1. The City shall make available to the Consultant all documents, studies, plans and specifications in the City's possession, which will be useful in completing the project work. However, it will remain the Consultant's responsibility to gather and verify necessary data.

C. Review Committee

The City will set up a committee to review the Qualifications

VI. QUALIFICATIONS FORMAT

The Submittal of Qualifications shall include the following:

A. Letter of Transmittal

The letter of transmittal shall be addressed to the City of Joplin Capital Improvement Project Manager, 602 South Main Street, Joplin, MO 64801 and must, at a minimum, contain the following:

1. Identification of the Consultant including name, address, telephone number, and email.

2. Location of the office from which service will be provided, including hours of operation.

3. An officer of the firm authorized to contract for the work shall sign the transmittal letter.

B. Responsiveness of written response in clearly stating an understanding of the scope of work as outlined in the scope of services portion of this request for qualifications

C. Consultant's Experience

The Qualifications must include a demonstration of the Consultant's knowledge and experience relative to the items identified under the Scope of Work. This will include a list of similar projects and a description of the Consultant's general

organization and names of key personnel, indicating the depth and quality of experience.

References (three minimum) shall be provided identifying each client, a contact person and the client's mailing address and telephone number for similar projects done by the personnel to be involved in these projects. One of the clients shall be a government agency.

D. Project Team

The Qualifications shall include the identification and organization of the team proposed to be assigned to this project, with individual resumes and the specific areas of responsibility of key personnel, concentrating on both breadth of experience and experience on similar projects. The same information for any sub-consultants proposed to be involved in any work shall also be included.

E. Approach

Responding parties shall provide their proposed methods of proceeding with the project work, including the method of keeping the City informed on the progress of the project.

F. Conflict of Interest Information

Information on possible conflicts of interest should be provided in the Submittal of Qualifications. Such information will be taken into account in making a decision on the selection of the Consultant to perform the services.

Should a conflict arise during preparations for or while undertaking these services, the Consultant shall immediately advise the City of such conflict.

VII. PROCESSING OF QUALIFICATIONS

A. Questions

Questions regarding this Request for Qualifications, the Scope of Work, or need for additional data or information can be obtained from Rob Beachner, Capital Improvement Project Manager, City of Joplin, 602 S. Main, Joplin, Missouri 64801. Contact 417-624-0820 Ext. 1543.

B. Pre-submittal Meeting

None anticipated.

C. Submission of Qualifications

To receive consideration, respondents should submit six copies of their submittal, highlighting their qualifications and experience. Including any cover letter, the entire document must be **no more than 20 pages in length**. Qualification submittals must be received in the Engineering Department, 4th Floor City Hall, 602 South Main, Joplin, Missouri 64801, **no later than 2:00 P.M., February 23, 2022** at which time they will be opened and distributed for evaluation. The outside of the envelope shall be marked **"RFQ for City of Joplin Facilities Masterplan"**. All submittals will be held in confidence until a contract has been executed or City Staff has rejected all Submittals. Late submittals will not be considered. They will be returned, unopened, to the sender.

D. Evaluation of Qualifications

The City of Joplin reserves the right, to evaluate each submittal of Qualifications, and to reject any or all submittals, or to accept the submittal(s) that in its sole judgment may be in the best interest of the City.

E. Time Frame

The Consultant shall maintain the contracted time frames.

F. Pre-contractual Expenses
The City shall not, in any event, be liable for any pre-contractual expenses incurred in the preparation of a Consultant's Submittal, prior to execution of the contract by both parties.

Pre-contractual expenses are defined as expenses incurred by the Consultant in:

1. Preparing and submitting qualifications(s) to the City;
2. Negotiations with the City on any matter related to the contract terms, professional fees, and schedule;
3. Any other expenses incurred by the Consultant prior to reaching agreement in advance of the date of execution of the negotiated contract.

G. Notification of Successful Consultant(s)

Successful potential Consultant(s) shall be notified as soon as possible by the City following review and scoring. In the event that the City is unable to negotiate a contract with the first selected Consultant, the City shall terminate those negotiations in writing, and negotiations shall then commence with the next Consultant on the list and continue downward.

H. Notification of Unsuccessful Consultants

The City shall notify unsuccessful potential Consultants as soon as possible, after execution of a contract with the successful Consultant(s).

VIII. SELECTION OF CONSULTANT

A. Qualifications

The Consultant may be a single firm or a joint venture and must show evidence of its technical capability in this work. The Consultant shall also be knowledgeable in accordance with all applicable federal, state, and local government laws and regulations. Work shall be done in conformance with current professional practices in the State of Missouri.

B. Criteria for Selection

Selection among the Submittals shall be done using Quality Based Selection (QBS) methods, and shall be based upon the following criteria.

1. Concept and Responsiveness to City's Request 20%
Responsiveness of the written response in clearly stating an understanding of the work to be performed as outlined in the scope of service.

2. Consultant's Relevant Experience 20%
   The Firms overall experience with similar projects

3. Project Team 20%
   Qualifications of staff to be assigned, education, position in firm and years experience will be considered.

4. Approach 40%
   Accessibility to client, familiarity with the area, proximity to the client, client/consultant relationship and general approach to project.

The City may prepare a short list of firms from the submitted Qualifications for oral presentations to a Selection Committee. This decision will be based on the number and quality of Submittals. If Submittals are deemed of a high enough quality, oral presentations may be waived, and a finalist selected based on Qualifications submitted.

In the event oral presentations are required, the City of Joplin will not be responsible for any expenses incurred by the potential Consultants for these presentations. New evaluation criteria may be established for oral interviews. The City will provide the desired format and criteria prior to the oral presentations. **PRESENTATIONS SHALL BE CLEAR AND CONCISE.**

If it is determined to be in the best interest of the City, all Submittals may be rejected, and the City may reissue Requests for Qualifications.

C. Negotiation of Contract

After selection of the successful Consultant the City of Joplin shall negotiate the contract under which the work is to be performed. All items submitted in the proposal shall be subject to negotiation. Additionally, the City reserves the right to enter into single or multiple contract(s) with a selected Consultant or Consultants for any or all of the components of this project.

If negotiations for fees and services are successful with the selected Consultant, as determined by the City, a contract for service will be prepared. In the event that negotiations for fees or services are not successful, the City will terminate these negotiations in writing and will then begin negotiations with the next Consultant, in descending order of approval.

The Consultant will not assign or transfer any or all of its rights, duties or obligations without the prior written consent of the City.

IX. POINT OF CONTACT

Rob Beachner- Capital Improvement Project Manager
City of Joplin
Engineering Department
602 S. Main
Joplin, Missouri 64801
Phone: (417) 624-0820 Ext. 1543 email: rbeachne@joplinmo.org

EXHIBIT A

X. POLICY ON NONDISCRIMINATION ON THE BASIS OF DISABILITY

In accordance with the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act of 1973, the City of Joplin does not discriminate on the basis of disability in the admission of or access to, or treatment or employment in, its programs, activities, or services.

For information regarding rights and provisions of the ADA or Section 504, or to request reasonable accommodations for participation in City programs, activities, or services contact:

City of Joplin Human Resources Division
602 South Main
Joplin, Missouri 64801
(417) 624-0820 ext. 1211

Project Understanding

The City of Joplin desires to conduct a comprehensive Facility Master Plan of their 29 facilities with more than four hundred thousand square feet. The Master Plan will provide a valuable tool to guide capital improvements and facilitate property management. In addition, it will include initiative for future building facilities improvements based on space needs programming of City Hall and the Justice Center.

Maintenance staffing needs will be recommended based on the ability to adequately operate and maintain all of Joplin's facilities.

The scope of the Facilities Master Plan will include the following:

Facilities Master Plan – Facilities Assessment

- Data Gathering / Research
- Existing Building Survey (Building list provided by the City)
- Reports
- Training & Documentation
- Maintenance Staffing Recommendation

Facilities Master Plan – Space Needs Assessment, City Hall

- Data Gathering / Research
- City Hall Questionnaire
- Data Gathering / Research
- Programming / Space Needs
- Concept Design Options
- Consensus Option

Justice Center Feasibility Study

- Data Gathering / Research / Existing Building and Site Assessment
- City Hall Questionnaire
- Justice Center Staff Engagement (1)
- Programming / Space Needs
- Justice Center Staff Engagement (2)
- Concept Design Options
- Consensus Option
- Justice Center Staff Engagement (3)
- Cost Estimating and Phasing

Proposal for City of Joplin
Process/Approach/Scope of work

Process/Approach/Scope of Work

The scope of work to be completed will be broken into three section and associated tasks. The initial kickoff meeting and final task presenting to City Officials will be held at the same time.

Task Kickoff Meeting

During the kickoff meeting, introductions will be made, City and SFS/CGA team member roles and responsibilities will be defined, lines of communication will be established, the schedule will be reviewed, and the scope of work will be confirmed.

Facilities Master Plan – Facilities Assessment

Task Data Gathering / Research

Review existing site and buildings information.

Task Existing Building Survey

VFA will perform facility assessments of the 29 buildings requested by the City, approximately 440,000 SF. Refer to attached VFA Statement of Work for details.

Task Reports

VFA will develop reports for budgeting and capital planning.

Task Training & Documentation

VFA will provide core training to City Staff to enable users to become proficient in using and manipulating the Facility Condition Assessment data housed in the VFA Facility software.

Task Maintenance Staff Recommendation

Based on the facility assessments and understanding of the full complement of facilities maintained by city staff, the SFS/CGA team will propose recommended staffing needed.

Facilities Master Plan – Space Needs Assessment, City Hall

Task Data Gathering / Research

Review existing buildings information to create a baseline for creating the master plan. Review existing building assessment provided by VFA. The data gathered is a basis for development of the Master Plan for City Hall.

Task City Hall Questionnaire

Develop an electronic questionnaire for each department in City Hall to provide feedback on use of the current facilities, and future space needs.

Task Programming / Space Needs

Programming / Space Needs

Meet with key stakeholders to review and confirm space needs. It is anticipated that these meetings will be with small groups, focused on particular departments. 8 stakeholder meeting included.

Deliverables:

Space Needs Program document

Proposal for City of Joplin

Process/Approach/Scope of work

Task Meeting Notes

Provide written documentation of all meetings in the form of meeting notes for review by the Building Committee.

Task Concept Design Options

Review with the Building Committee our understanding of the essential design elements of the campus, evaluating the key priority items that are desired. After this initial review and understanding, SFS/CGA will generate concept design options for the building Master Plan to meet the space needs program.

This will include presentation materials for the Building Committee to review and approve. All options will be discussed with the Building Committee to determine the preferred solution.

Deliverables:

Concept Design options include:

- Conceptual floor plans (blocking diagrams)
- Order of magnitude cost opinion

Task Consensus Option

The preferred option will be further developed to produce graphic images for review with the Building Committee.

Deliverables:

Design development of selected concept option to include:

- Floor plan(s)

Justice Center Feasibility Study

Task Data Gathering / Research / Existing Building and Site Assessment

Review existing site and buildings information to create a baseline for creating the master plan. Review current codes, and zoning requirements. The data gathered is a basis for development of the Master Plan.

Task Justice Center Questionnaire

Develop an electronic questionnaire for each department in the Justice Center to provide feedback on use of the current facilities, and future space needs.

Task Justice Center Staff Engagement (1)

Conduct a meeting with all Justice Center staff to review SFS/CGA scope of work and the goals of the study. Questionnaire will be distributed following this meeting.

Task Justice Center Staff Engagement (1)

Provide a written document outlining the needs expressed and all topics discussed during the staff engagement meeting.

Proposal for City of Joplin

Process/Approach/Scope of work

Task Programming / Space Needs

Meet with key stakeholders to review and confirm space needs. It is anticipated that these meetings will be with small groups, focused on particular departments. Eight stakeholder meeting included.

Deliverables:

Space Needs Program document

Task Meeting Notes

Provide written documentation of all meetings in the form of meeting notes for review by the Building Committee.

Task Justice Center Staff Engagement (2)

Conduct a meeting with all Justice Center staff to review SFS/CGA existing building and site conditions, questionnaire responses, and next steps.

Task Justice Center Staff Engagement (2)

Provide a written document outlining the needs expressed and all topics discussed during the Meeting.

Task Concept Design Options

Review with the Building Committee our understanding of the essential design elements of the campus, evaluating the key priority items that are desired. After this initial review and understanding, SFS/CGA will generate concept design options for the building Master Plan to meet the space needs program.

This will include presentation materials for the Building Committee to review and approve. All options will be discussed with the Building Committee to determine the preferred solution.

Deliverables:

Concept Design options include:

- Conceptual floor plans (blocking diagrams)
- Site plan
- Order of magnitude cost opinion

Task Consensus Option

The preferred option will be further developed to produce graphic images for review with the Building Committee.

Deliverables:

Design development of selected concept option to include:

- Floor plan(s)
- Site Plan

Proposal for City of Joplin

Process/Approach/Scope of work

Task Justice Center Staff Engagement (3)

Conduct a meeting with all Justice Center staff to review SFS/CGA proposed conceptual site and plan options to meet future space needs. .

Task Justice Center Staff Engagement (3)

Provide a written document outlining the needs expressed and all topics discussed during the Meeting.

Task Existing Buildings and Site Assessment

Study the existing conditions of the site including grades, utilities, and physical site conditions.

Deliverables:

Presentation site and floor plans.

Combine Presentation

Task Governing Body Presentation(s)

Assist with a presentation to the City Council of the final Facilities Master Plan and Justice Center Feasibility Study.

Deliverables:

Power Point presentation on Feasibility Study of the Justice Center, City Hall Space Needs and Existing Building Assessments.

Task Renderings

2 3D renderings shall be provided.

Proposal for City of Joplin

Compensation

Facilities Master Plan – Facilities Assessment

Lump sum fee: $90,000.00
Includes Reimbursable Expenses.

Facilities Master Plan – Space Needs Assessment, City Hall

Lump sum fee: $5,000.00
Includes Reimbursable Expenses.

Justice Center Feasibility Study

Lump sum fee: $104,880.00

Includes Reimbursable Expenses. Includes 2 3D Renderings

Additional 3D renderings of the Justice Center can be provided at $3,500.00 each

The undersigned agree to fulfill the tasks and compensation stated above.

SFS Architecture 2100 Central, #31 Kansas City, MO 64108	City of Joplin 602 S. Main Joplin, MO 64810
Marsha K. Hoffman, Principal	Print Name:
Date: March 25, 2022	Date:

FACILITIES RESPONSIBILITIES
MASTER PLAN

The following is a list of facilities and structures maintained by the Public Works Facility Maintenance Division

1)	City Hall (602 S. Main St.)		built:1910-2005	62,000 sqft
2)	Dr. Donald E Clark Justice Center (303 E. 3rd St.)		built:1967	54,670 sqft
3)	Police garage (313 E. 3rd St.)		built:1980	2,000 sqft
4)	Evidence building (313 E. 3rd St.)		built 2006	3,000 sqft
5)	PWC (1301 W. 2nd St.)	Office	built 1981	2,000 sqft
6)	PWC (1301 W 2nd St.)	Central Garage	built 1981	12,800 sqft
7)	PWC (1301 W 2nd St.)	Vehicle Barn	built 1993	18,000 sqft
8)	PWC (1301 W 2nd St.)	Sign/Signal Shop	built 1989	9,000 sqft
9)	PWC (1301 W 2nd St.)	Sewer Maint.	built 1989	9,000 sqft
10)	PWC (1301 W 2nd St.)	Salt Dome	built 1994	8,200 sqft
11)	PWC (1301 W 2nd St.)	loafing sheds	built 1994	4,775 sqft
12)	Health/WIC department	(321 E.4th)	built 2006	14,687 sqft
13)	Records Storage Facility	(509 Kentucky)	built 1992	3,750 sqft
14)	Old Public Library Building	(300 Main St.)	built 1980	32,000sqft
15)	Public Safety Training Center		Built 2016	21,824 sq ft
16)	Joplin Senior Center (2616 Picher Ave.)		built2017	13,445 sqft
17)	Fire Station #2 (2825 W. Junge Blvd.)		built 2013	7,200 sqft
18)	Fire Station #3 (2717 Newman Rd.)		built 1980	3,600 sqft
19)	Fire Station #4 (3402 Hearns Blvd.)		built 2013	6,800 sqft
20)	Fire Station #5 (3223 Texas)		built 1982	3,850 sqft
21)	Fire Station #6 (5302 w 32nd St.)		built 2012	9,600 sqft
22)	Maps/RV-III facility (123 Main)		built 1972	10,000sqft
23)	Maps trolley storage/office (130 N. Porter)		built 2010	3,230 sqft
24)	Maps Trolley Storage (1301 W 2nd St.)		built 1996	4,000 sqft
25)	Old GA terminal (Dennis Weaver Dr.)	Airport	built 1947/1980	32,000 sqft
26)	New Terminal (7331 N. Hwy 43)	Airport	built 2009	27,500sqft
27)	Tower /Base facility (Colonial Dr.)	Airport	built 2009	10,000sqft
28)	Fire Station Dennis Weaver Dr.)	Airport	built 1975	2,400sqft
29)	Facility Maintenance also provides services as needed for the following:			
Joplin Public Library (1901 E. 20th)			built 2017	52,000 sqft

COUNCIL BILL NO. 2022-120 **ORDINANCE NO.**

AN ORDINANCE approving an Agreement with SFS Architecture in the not to exceed amount of One Hundred Ninety-Nine Thousand Eight Hundred Eighty and 00/100 dollars ($199,880.00) for professional consulting services for the development of a City of Joplin Facilities Masterplan 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 Agreement with SFS Architecture in the not to exceed amount of One Hundred Ninety-Nine Thousand Eight Hundred Eighty and 00/100 dollars ($199,880.00) for professional consulting services for the development of a City of Joplin Facilities Masterplan, for the City of Joplin, a true and accurate copy of said agreement being attached hereto and incorporated herein, 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 agreement, or agreement in substantially similar form, by and on behalf of the City of Joplin with SFS Architecture.

Section 3. That upon the final approval and acceptance of the consultant's work under said contract, in substantial conformance with the attached exhibits, 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 Capital Improvement Sales Tax fund and the General Fund.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of_____, 2022, by a vote of_____.

_____

ATTEST: Ryan D. Stanley, Mayor

_____

Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

I hereby certify that a sufficient amount is available in the Capital Improvement Sales Tax Fund and the General Fund to pay the amounts called for on the basis of the negotiated fee.

_____

Leslie Haase, Director of Finance

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2022-264 – Final Plat Review- Drury 2nd Subdivision,

MEETING DATE:
April 4, 2022

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, City Manager- Nicholas Edwards.

SUMMARY REQUEST:
Case 024-22: E. 36th St. and S. Range Line Rd. – A request to review a final plat – Chick-fil-A, Inc.

BACKGROUND:
This final plat approval is for Drury 2nd Subdivision located at Northeast corner of S. Range Line Rd. and W. 36th St. This subdivision will be 2 commercial lots, zoned C-3 Commercial. This zoning is appropriate for the existing use as well as the area and conforms to the future land use map

PLANNING & ZONING COMMISSION TESTIMONY:
Ron Willis, Anderson Engineering, requesting approval for the final plat.

Mr. Eastman asked how the traffic will be handled?

Mr. Stanton stated that they actually designed a wrap-around drive thru in their site plan to allow for significant stacking. It is a two-lane drive thru. Both entrances to the site are going to be at the furthest points from the intersection.

PUBLIC COMMENT:
None.

FUNDING SOURCE
These payments are included in the FY 2021-22 budget of the Community Planning Fund.

RECOMMENDATION:
Staff recommends approval of Case 024-22.
Planning and Zoning Commission approved Case 024-22 (7 Favor, 0 Nays,)

ATTACHMENTS:
CB 2022-264, Planning Report, Commission Minutes, Drury 2nd Subdivision Plat

CB 2022-264

Case 024-22: E. 36th St. and S. Range Line Rd. – A request to review a final plat – Chick-fil-A, Inc.

Ron Willis, Anderson Engineering, requesting approval for the final plat.

Mr. Eastman asked how the traffic will be handled?

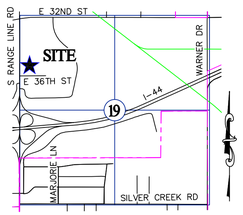
Mr. Stanton stated that they actually designed a wrap-around drive thru in their site plan to allow for significant stacking. It is a two-lane drive thru. Both entrances to the site are going to be at the furthest points from the intersection.

Ms. Phillips wanted to know if MoDOT has approved all this, or do they need too?

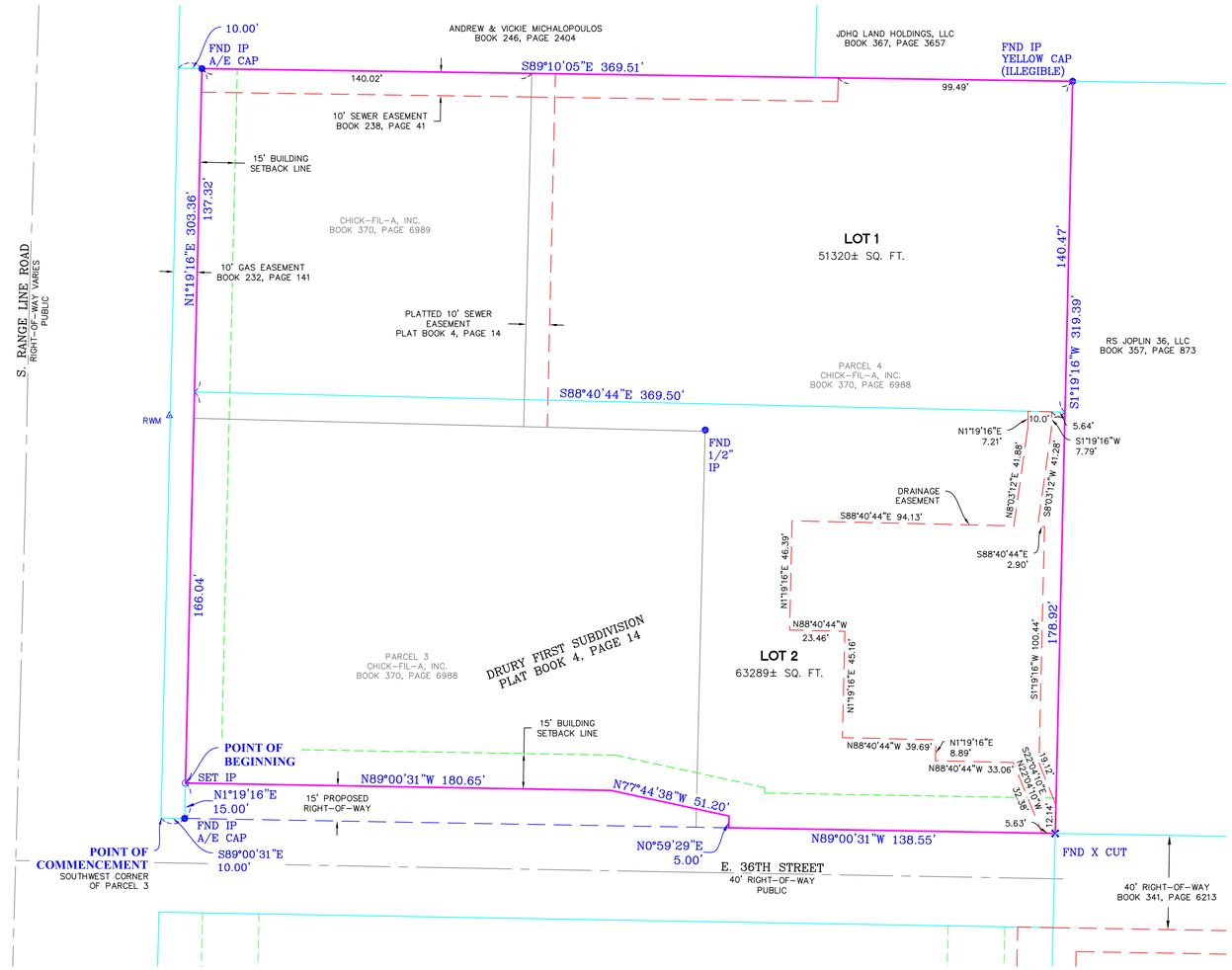
Mr. Bolander stated they have approved, but what was not mentioned is another road going thru between Sam's Club and the hotel. There will be two traffic signals.

MS. STEELE MOVED, SECONDED BY MS. WARREN THAT CASE 024-22 BE FORWARDED TO THE CITY COUNCIL WITH THE RECOMMENDATION FOR APPROVAL. MOTION CARRIED WITH MS. BRUECKNER-SEARS, MR. EASTMAN, MR. MCCULLOUGH, MS. STEELE, MR. KIMBLE, MS. WARREN, AND MS. PHILLIPS "AYE" (7 IN FAVOR, 0 NAYS)

FINAL PLAT OF
DRURY SECOND SUBDIVISION
BEING A REPLAT OF PHASE 3 AND 4 OF
DRURY FIRST SUBDIVISION AND ADDITIONAL AREA
CITY OF JOPLIN, NEWTON COUNTY, MISSOURI



LOCATION SKETCH
SECTION 19
T 27 N, R 32 W
SCALE: 1"=2000'



LEGEND

- SET CHISELED "X" CUT
- SET X CUT
- FOUND IRON PIN–AS NOTED
- SET 1/2" IRON PIN WITH CAP STAMPED A/E INC LC 62
- RIGHT–OF–WAY MARKER
- PROPERTY LINE

GRAPHIC SCALE

30 0 15 30 60 120

(IN FEET)
1 inch = 30 ft.

ZONING DATA

SUBJECT PROPERTY IS ZONED C–3 (COMMERCIAL DISTRICT)

BUILDING REQUIREMENTS: NO BUILDING SHALL EXCEED 3 STORIES OR 45'.

BUILDING SETBACK LINES:
FRONT: 15'
SIDE: NONE
REAR: NONE

SUBDIVISION INFORMATION

TOTAL ACRES:	2.63±
TOTAL NO OF LOTS:	2
CURRENT ZONING:	C–3
SUBMITTAL DATE:	
SOURCE OF WATER:	CITY OF JOPLIN
SOURCE OF SEWER:	CITY OF JOPLIN
SOURCE OF TITLE:	BK 370, PG 6988 BK 370, PG 6989
PRELIMINARY APPROVAL:	
ACCURACY STANDARD:	URBAN

FLOOD NOTE
BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS IN ZONE X OF THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 29097C0286E, WHICH BEARS AN EFFECTIVE DATE OF NOVEMBER 2, 2012 AND IS NOT IN A SPECIAL FLOOD HAZARD AREA. NO FIELD SURVEYING WAS PERFORMED TO DETERMINE THIS ZONE.

SURVEY DESCRIPTION

A PARCEL OF LAND LYING IN THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 27 NORTH, RANGE 32 WEST, NEWTON COUNTY, MISSOURI, BEING PART OF PARCEL 3 AND ALL OF PARCEL 4 OF DRURY FIRST SUBDIVISION AS SHOWN IN PLAT BOOK 4, AT PAGE 14 IN THE NEWTON COUNTY RECORDER'S OFFICE, AND PART OF A TRACT OF LAND DESCRIBED IN BOOK 370, PAGE 6988 AND IN BOOK 370, PAGE 6989 IN THE NEWTON COUNTY RECORDER'S OFFICE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF PARCEL 3 IN DRURY FIRST SUBDIVISION, AFORESAID; THENCE ALONG THE SOUTH LINE OF SAID PARCEL 3, SOUTH 89°00'31" EAST, 10.00 FEET, TO THE INTERSECTION OF THE EAST RIGHT–OF–WAY LINE OF SOUTH RANGE LINE ROAD AND THE NORTH RIGHT–OF–WAY LINE OF EAST 36TH STREET; THENCE ALONG THE EAST RIGHT–OF–WAY OF RANGE LINE ROAD, NORTH 01°19'16" EAST, 15.00 FEET, TO THE POINT OF BEGINNING; THENCE ALONG SAID EAST RIGHT–OF–WAY LINE, NORTH 01°19'16" EAST, 303.36 FEET, TO A POINT ON THE NORTH LINE OF SAID TRACT OF LAND DESCRIBED IN BOOK 370, PAGE 6989; THENCE LEAVING SAID EAST RIGHT–OF–WAY, SOUTH 89°10'05" EAST ALONG THE NORTH LINE OF SAID TRACT OF LAND, AND THE NORTH LINE OF PARCEL 4 IN SAID DRURY FIRST SUBDIVISION, 369.51 FEET TO THE NORTHEAST CORNER OF SAID PARCEL 4; THENCE SOUTH 01°19'16" WEST ALONG THE EAST LINE OF SAID PARCEL 4, 319.39 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL 4; THENCE NORTH 89°00'31" WEST ALONG THE SOUTH LINE OF SAID PARCELS 4 IN SAID DRURY FIRST SUBDIVISION, 138.55 FEET; THENCE NORTH 00°59'29" EAST, 5.00 FEET; THENCE NORTH 77°44'38" WEST, 51.20 FEET; THENCE NORTH 89°00'31" WEST, 180.65 FEET, TO THE POINT OF BEGINNING. CONTAINING 2.63 ACRES, MORE OR LESS. BEARINGS BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983, WEST ZONE.

NOTES

1) BEARINGS BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983, WEST ZONE.

2) ELEVATIONS ARE NAVD88 DERIVED FROM GPS OBSERVATION AND OPUS SOLUTION ON LOCAL CONTROL.

3) THERE ARE PLATTED EASEMENTS AS WELL AS EASEMENTS DEDICATED BY BOOK 337, PAGE 1286, BOOK 337, PAGE 1431, AND BOOK 343, PAGE 4802 ON THE SUBJECT PROPERTY. THESE EASEMENTS ARE IN THE PROCESS OF BEING VACATED AND HAVE NOT BEEN GRAPHICALLY DEPICTED ON THE PLAT PER THE CLIENT'S REQUEST.

CERTIFICATE OF RECORDING
STATE OF MISSOURI)
) SS
COUNTY OF NEWTON)

I, JENNIFER CHILDERS, RECORDER OF NEWTON COUNTY DO HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OF WRITING WAS, ON THE _____ DAY OF _____ 20____ A.D. AT _____ O'CLOCK _____ MIN. _____ M. DULY FILED FOR RECORD IN THIS OFFICE AND IS RECORDED IN THE RECORDS OF THIS OFFICE IN PLAT BOOK_____ AT PAGE_____ IN TESTIMONY WHEREOF I HAVE HEREUNTO SET MY HAND AND AFFIXED MY SEAL AT NEOSHO, MISSOURI, THIS _____ DAY OF_____, 20____.

_____ _____
JENNIFER CHILDERS DEPUTY
RECORDER

ZONING & PLANNING COMMISSION APPROVAL
THIS PLAT OF DRURY SECOND SUBDIVISION HAS BEEN SUBMITTED TO AND APPROVED BY THE JOPLIN PLANNING AND ZONING COMMISSION THIS ___ _____ DAY OF _____, 20____.

_____
CHAIRMAN

CITY APPROVAL
THIS PLAT OF DRURY SECOND SUBDIVISION, INCLUDING EASEMENTS AND RIGHTS–OF–WAY ACCEPTED BY THE CITY COUNCIL HAS BEEN SUBMITTED TO AND APPROVED BY THE JOPLIN CITY COUNCIL BY ORDINANCE NO. __ _____, DULY PASSED AND APPROVED BY THE MAYOR ON THE _____, DAY OF_____, 20____, OF JOPLIN, MISSOURI.

(SEAL) _____
MAYOR

ATTEST:

_____ _____
CITY CLERK CITY ENGINEER

OWNER'S CERTIFICATE AND DEDICATION
SAID LAND HAS BEEN SUBDIVIDED AS SHOWN HEREON. STREETS AND EASEMENTS ARE RELINQUISHED AND DEDICATED TO THE PUBLIC. ALL TAXES AND SPECIAL ASSESSMENTS DUE AND PAYABLE HAVE BEEN PAID IN FULL, IN WITNESS WHERE OF, I, JUSTIN LURK, PROJECT DEVELOPMENT LEAD OF CHICK–FIL–A, INC., HAVE HEREUNTO SET MY HAND, THIS _____ DAY OF _____, 20____.

(Signed)_____
JUSTIN LURK

ACKNOWLEDGMENT
STATE OF MISSOURI)
) SS
COUNTY OF NEWTON)

BE IT REMEMBERED THAT ON THIS _____ DAY OF _____, 20__ BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, CAME JUSTIN LURK, PROJECT DEVELOPMENT LEAD TO ME PERSONALLY KNOWN TO BE THE SAME PERSON WHO EXECUTED THE FOREGOING INSTRUMENTS IN WRITING AND DULY ACKNOWLEDGED THE EXECUTION OF SAME, IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY NOTARY SEAL THE DAY AND THE YEAR ABOVE WRITTEN.

_____ (SEAL)
NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

SOURCE OF DEED
CHICK–FIL–A, INC.
BOOK 370, PAGE 6988
BOOK 370, PAGE 6989

DEVELOPER
CHICK–FIL–A
5200 BUFFINGTON RD
ATLANTA, GA 30349

ENGINEER/LAND SURVEYOR
ANDERSON ENGINEERING, INC.
811 E. 3RD STREET
JOPLIN, MISSOURI 64801
GREGORY B. BOWERS, P.L.S.

SURVEYORS CERTIFICATE
KNOW ALL MEN BY THESE PRESENTS:
THAT I, GREGORY B. BOWERS, DO HEREBY CERTIFY THAT THIS PLAT WAS PREPARED UNDER MY SUPERVISION FROM AN ACTUAL SURVEY OF THE LAND HEREON DESCRIBED AND IN ACCORDANCE WITH THE CURRENT MISSOURI STANDARDS FOR URBAN PROPERTY SURVEYS, PREPARED BY ANDERSON ENGINEERING, INC., AND THAT THE CORNER MONUMENTS AND LOT CORNER PINS WERE PLACED OR WILL BE PLACED WITHIN 12 MONTHS AFTER RECORDING PLAT.
LAST REVISION DATE: JANUARY 6, 2022

ANDERSON ENGINEERING, INC. L.C. 62
by

FOR REVIEW

_____ DATE 1–6–2022
GREGORY B. BOWERS
MO P.L.S. NO. 2672

ANDERSON ENGINEERING
EMPLOYEE OWNED
ENGINEERS SURVEYORS LABORATORIES DRILLING GIS

811 E. 3RD STREET
JOPLIN, MISSOURI 64801
PHONE (417) 782-7399

FIELD: DATE: 1–6–22
DRAWN: SLM FIELD BK:
CHECKED: JLH JOB NO: 20J020114

JOP 100–5966
SHT. 1 OF 1 REV. ___

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

STAFF PLANNING REPORT
Final Plat

CASE 024-22 Final Plat Review

NAME OF SUBDIVISION Drury 2nd Subdivision

LOCATION: Northeast Corner of S. Range Line Rd. and E. 36th St.

APPLICANT: Chick-fil-a, Inc.

PRESENT ZONING: C-3

PRESENT LAND USE: Vacant (Restaurant Under Construction)

SITE CONTEXT:

	North	East	South	West
Existing Zoning	C-3	C-3	C-3	C-3
Land Use	Vacant	Hotel	Hotel	Hotel/Fuel Sales

SUBDIVISION:

Number of lots
2

TRANSPORTATION:

Streets with access	Classification	Right-of-way width
E. 36th St.	Local	50′
S. Range Line Rd.	Arterial	105′

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

No. Entryways into the subdivision via commercial driveways are positioned as far from the intersection of Range Line and 36th St. as possible. Cross-access is platted between the 2 lots.

UTILITIES: In place. Stormwater detention is underground.

FLOOD PLAIN: N/A

STAFF ANALYSIS:

DOES THE PROPOSED SUBDIVISION COMPLY WITH THE CITY'S SUBDIVISION REGULATIONS?

Yes.

DISCUSSION:

This final plat approval is for Drury 2nd Subdivision located at Northeast corner of S. Range Line Rd. and W. 36th St. This subdivision will be 2 commercial lots, zoned C-3 Commercial. This zoning is appropriate for the existing use as well as the area and conforms to the future land use map. The Final Plat does require City Council approval. This plat meets the requirements of the subdivision regulations.

Chick-fil-a, Inc. is seeking a 2-lot commercial subdivision for general commercial uses. Utilities will not need to be extended, though stormwater detention will be built underground under the proposed parking lot.

Staff recommends approval of Case 024-22.

ENCLOSURES:

Application
Preliminary Plat

CITY OF JOPLIN, MISSOURI

FINAL PLAT CHECKLIST

~~Subdivision~~ No.: 026-22
Date Filed: _____
Date of Meeting: 3-14-22
Filing Fee: $0

Return Form To:
Planner
602 S. Main St.
Joplin, Missouri 64802
417-624-0820 Ext. 1511
FAX 417-625-4738

I. Name of Subdivision: Drury Second Subdivision

II. Name of Owner: Chick-fil-A, Inc. (c/o Justin Lurk)

III. Name of Subdivider: Chick-fil-A, Inc. (c/o Justin Lurk)

IV. Name of Person who prepared the Plat: Anderson Engineering (Gregory Bowers, PLS)

V. Point of Contact: Joe Vavrina, PE (HR Green, Inc.) Phone No.: 815-385-1778

VI. Email: jvavrina@hrgreen.com

VII. Location of Property by Streets: NE Corner of Range Line Road and E. 36th Street Intersection

VIII. Present Zoning of Property: C-3

IX. Present Uses of Property: Commercial

X. No. of Acres in Total Tract: 2.63 No. of Lots: 2

XI. Date of Hearing: _____

Instructions:
The following checklist is to be completed by **the applicant** and shall accompany the Final Plat when it is submitted to the Planning and Zoning Commission. If the answer to any of the questions is "No," a written explanation should accompany this checklist.

XII. Does the Final Plat show the following information?	Yes	No
A. Name of the subdivision	✓	
B. Location of section, township, range, county, and state, including the descriptive boundaries of the subdivision based on an accurate traverse, giving angular and linear dimensions which must be mathematically correct.	✓	
C. Location of monuments or benchmarks. Location of such monuments		

shall be shown in reference to existing official monuments or the nearest established street, lines, including the true angles and distances to such reference points or monuments. ✓ ____

D. The location of lots, blocks, streets, public highways, alleys, parks and other features, with accurate dimensions in feet and decimals of feet with the length of radii on all curves, and other information necessary to reproduce the plat on the ground. Dimensions shall be shown from all curbs to lot lines. ✓ ____

E. Lots numbered clearly. Blocks numbered or lettered clearly in the center of the block. ✓ ____

F. Exact locations, widths and names of all streets and alleys to be dedicated. Street names coordinate with existing city streets. ____ ✓ N/A

G. Boundary lines and descriptions of the boundary lines of any area other than streets and alleys, which are to be dedicated or reserved for public use. ✓ ____

H. Minimum area and associated minimum elevation for the building on each lot planned as a building site when requested by the Planning and Zoning Commission. ____ ✓ N/A

I. Building setback lines on the front, side, and rear property lines dimensions. Meet minimum zoning requirements. ✓ ____

J. Name and address of the registered land surveyor preparing the plat. ✓ ____

K. Scale of plat, 1" = 100' or larger, date or preparation and north point. ✓ ____

L. Statement dedicating all easements, streets, alleys, and all other areas not previously dedicated. ✓ ____

XIII. Was the original on mylar, and 20 paper copies submitted? ✓ Mylar to be submitted after plat is approved. ____

XIV. Was a .pdf copy, shapefile, and .docx of legal description submitted on thumb drive? ✓ Shapefile to be provided after plat is approved. ____

XV. Have all acknowledgments been signed?

A. Owner or owners and all mortgager. ____ ✓ Plat to be signed after plat has been approved.

B. Dedications or reservations. ____ ✓

C. Surveyor preparing plat. _____ ✓

XVI. Has certification been submitted stating that all taxes and special assessments due and payable have been paid? _____ ✓ Can be provided in future submittal.

XVII. Deed Restrictions:

A. Are any deed restrictions planned for subdivision? _____ ✓

B. If so, has a copy been submitted? _____ _____

XVIII. How has installation of the following improvement been guaranteed?

	Construction	Bond	Petition (%)
Streets	_____	_____	_____
Water	_____	_____	_____
Sewer	_____	_____	_____
Sidewalks	_____	_____	_____
Stormwater	_____	_____	_____
Other, as required			
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____

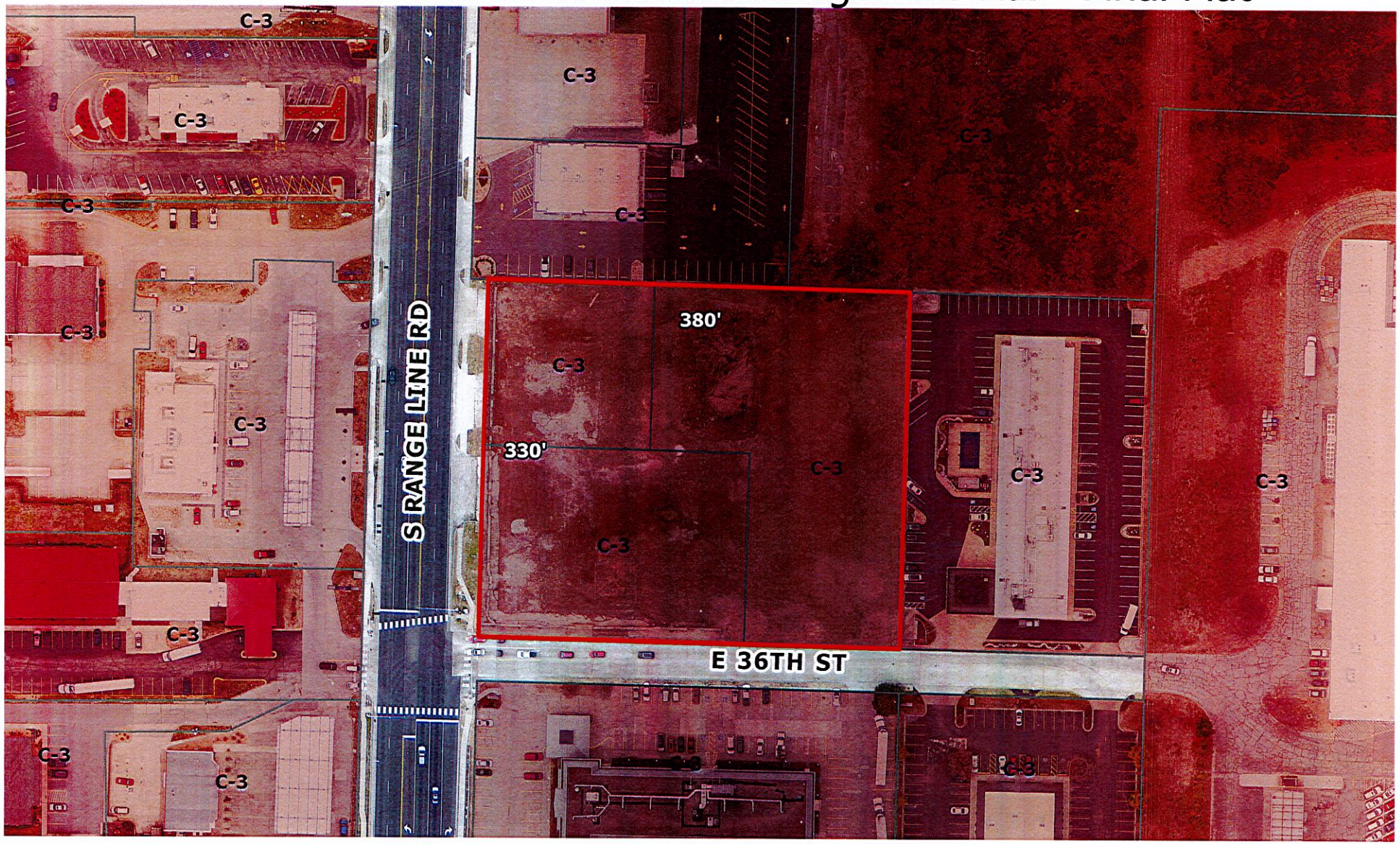
XIX. Are additional comments attached? _____ _____

Final plats that do not meet subdivision regulations will not be processed or scheduled on an agenda to the Planning and Zoning Commission until corrected.

_____ 10/27/2021

Signature Date

Case 024-22: E. 36th St. and S. Range Line Rd. - Final Plat



Case 024-22: E. 36th St. and S. Range Line Rd. – A request to review a final plat – Chick-fil-A, Inc.

P & Z Case 024-22
Chick-fil-A
(P & Z Recommended Approval)

COUNCIL BILL NO. 2022-264 ORDINANCE NO.

AN ORDINANCE establishing grades and accepting the Final Plat of Drury 2nd Subdivision located at the Northeast Corner of S. Range Line Rd. and E. 36th St. City of Joplin, Jasper County, Missouri.

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

Section 1. That the grades in the Plat of Subdivision located at the Northeast Corner of S. Range Line Rd. and E. 36th St. in the City of Joplin, Jasper County, Missouri be and the same are hereby fixed and established as follows:

A PARCEL OF LAND LYING IN THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 27 NORTH, RANGE 32 WEST, NEWTON COUNTY, MISSOURI, BEING PART OF PARCEL 3 AND ALL OF PARCEL 4 OF DRURY FIRST SUBDIVISION AS SHOWN IN PLAT BOOK 4, AT PAGE 14 IN THE NEWTON COUNTY RECORDER'S OFFICE, AND PART OF A TRACT OF LAND DESCRIBED IN BOOK 370, PAGE 6988 AND IN BOOK 370, PAGE 6989 IN THE NEWTON COUNTY RECORDER'S OFFICE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHWEST CORNER OF PARCEL 3 IN DRURY FIRST SUBDIVISION, AFORESAID; THENCE ALONG THE SOUTH LINE OF SAID PARCEL 3, SOUTH 89'00'31" EAST, 10.00 FEET, TO THE INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF SOUTH RANGE LINE ROAD AND THE NORTH RIGHT-OF-WAY LINE OF EAST 36TH STREET; THENCE ALONG THE EAST RIGHT-OF-WAY OF RANGE LINE ROAD, NORTH 01'19'16" EAST, 15.00 FEET, TO THE POINT OF BEGINNING; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE, NORTH 0119'16" EAST, 303.36 FEET, TO A POINT ON THE NORTH LINE OF SAID TRACT OF LAND DESCRIBED IN BOOK 370, PAGE 6989; THENCE LEAVING SAID EAST RIGHT-OF-WAY, SOUTH 89'10'05" EAST ALONG THE NORTH LINE OF SAID TRACT OF LAND, AND THE NORTH LINE OF PARCEL 4 IN SAID DRURY FIRST SUBDIVISION, 369.51 FEET TO THE NORTHEAST CORNER OF SAID PARCEL 4; THENCE SOUTH 0119'16" WEST ALONG THE EAST LINE OF SAID PARCEL 4, 319.39 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL 4; THENCE NORTH 89'00'31" WEST ALONG THE SOUTH LINE OF SAID PARCELS 4 IN SAID DRURY FIRST SUBDIVISION, 138.55 FEET; THENCE NORTH 00'59'29" EAST, 5.00 FEET; THENCE NORTH 77'44'38" WEST, 51.20 FEET; THENCE NORTH 89'00'31" WEST, 180.65 FEET, TO THE POINT OF BEGINNING. CONTAINING 2.63 ACRES, MORE OR LESS. BEARINGS BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983, WEST ZONE.

Section 2. That said plat, having been filed showing that the lots have been staked out and platted and the streets and alleys have been dedicated to the public for public use, and that the proper levels have been run and the grades established for said addition, is hereby accepted by the City of Joplin, Jasper County, Missouri, and according to the statutes of the State of Missouri .

Section 3. That the City Clerk is hereby authorized and directed to endorse upon such plat the approval of the Council under her hand and the Seal of the City of Joplin, Missouri.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2022, by a vote of _____.

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2022-508 – Approving a fee for the newly created parklet permit

MEETING DATE
April 4, 2022

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2022-508 Ordinance

REVIEWED BY
Department Head: Leslie Haase; Public Works Director: David Hertzberg; City Attorney: Peter Edwards; City Manager: Nick Edwards

SUMMARY
This Council Bill establishes a fee for the newly created parklet permit.

BACKGROUND
On March 21st, the Council approved an ordinance that allows the Public Works department to issue permits for parklets as set forth in the parklet regulations included in the ordinance. The permit will require inspections by the Public Works Department to ensure the parklets are safe for the Community and meet the parklet permit regulations. As such, this ordinance adopts the fee of $150.00 for each parklet permit issued to help recover the costs incurred by the City. User fees should recover most of the related cost of providing the service, so general taxes are not supporting services for specific users. Under Hancock provisions, the City is only allowed to recover the cost of providing the service.

The fee will be effective on May 9, 2022.

FUNDING SOURCE
This item is not applicable for a new revenue.

RECOMMENDATION
Staff recommends this council bill be approved on first reading.

COUNCIL BILL NO. 2022-508 ORDINANCE NO.

AN ORDINANCE repealing Section 106-62, Plan Review and Permit Fees, Article III, Improvement Permits, of Chapter 106, Streets, Sidewalk and Other Public Places, of the Code of Ordinances of the City of Joplin and enacting in lieu thereof a new Section 106-62, Plan Review and Permit Fees, Article III, Improvement Permits, of Chapter 106, Streets, Sidewalks and Other Public Places, of the Code of Ordinances of the City of Joplin to implement certain fee changes; and setting a date when this Ordinance shall become effective.

WHEREAS, the Council of the City of Joplin passed a new ordinance allowing the installation and usage of parklets as set forth in the regulations for said parklets; and,

WHEREAS, the City of Joplin will incur costs to inspect the parklets for the benefit of the community; and,

WHEREAS, the Council of the City of Joplin desires to establish a new fee to help recover the cost of this service.

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

Section 1. That Section 106-62, Plan Review and Permit Fees, Article III, Improvement Permits, of Chapter 106, Streets, Sidewalks and Other Public Places, be repealed and a new Section 106-62, Plan Review and Permit Fees, Article III, Improvement Permits, of Chapter 106, Streets, Sidewalks and Other Public Places of the Code of Ordinances of the City of Joplin be enacted in lieu thereof to read as follows:

"**ARTICLE III. IMPROVEMENT PERMITS**

Sec. 106-62. Plan Review and Permit Fees.

(1) Before any permit shall be issued under the provisions of this article, the applicant therefor shall pay a fee determined as follows:

a. *Driveway.* The fee for driveway permits shall be as follows:
   i. Residential - $50.00
   ii. Commercial - $100.00

b. *Sidewalk.* The fee for sidewalk permits shall be as follows:
   i. Residential - $50.00
   ii. Commercial - $100.00

c. *Curb & Gutter.* The fee for curb and gutter permits shall be as follows:
   i. Residential - $50.00

ii. Commercial - $100.00

d. *Stormwater.* The fee for stormwater permits shall be as follows:
   i. Commercial - $100.00

(2) *Special Event Permit.* When a special event held within the limits of the City of Joplin requires city labor and materials, the applicant therefor shall pay a fee of $150.00 per special event.

(3) *Parklet Permit.* When a parklet permit is issued within the limits of the City of Joplin as set forth in the parklet regulations, the applicant therefor shall pay a fee of $150.00 per parklet.

(4) *Road Closure Permit.* When a road or street within the limits of the City of Joplin requires a temporary closure for construction, utility repairs, special events or any other reason, the applicant therefor shall pay a fee of $75.00 per road closure.

(5) *Plan Review*. Where an engineering plan review is required for any reason, fees shall be collected for such plan review as follows:

a. *Engineering Commercial Plan Review* fee shall be .001 multiplied by the value of the project, with a maximum cap of $2,500.00 per plan review.
   i. The value of the project in this section shall be computed by one of the following methods and approved by the Public Works Director, but in no case shall the value of the project be less than the minimum set forth in this section.
      a) Provided by the person applying for the permit and verified by the Public Works Director.
      b) Calculated using the Building Valuation Data published in the Building Safety Journal each February issue (on file in the City Clerk's office) based on square footage of the project, and modified for the City of Joplin, using a multiplier of 0.87.
   ii. The minimum value of the project shall be calculated using the Building Valuation Data published in the Building Safety Journal each February issue (on file in the City Clerk's office) based on square footage of the project, and modified for the City of Joplin, using a multiplier of .65.

b. *Engineering Residential Subdivision Plan Review* fee shall be assessed upon the submission of a preliminary plat in the amount of $100.00, plus $10.00 per lot. The fee shall be paid at the time the preliminary plat is submitted and shall apply to approval of the preliminary plat and final plat, provided that the final plat includes the same area as the preliminary plat.

c. *Engineering Traffic Control Plan Review* fee shall be assessed upon the submission of a temporary roadway closure plan for traffic lane adjustments in the amount of $50.00 per plan. The fee shall be paid at the time the plan is submitted.

(6) *Fee Review Process.*
City Council shall review the costs of services with all user fees at least on a biennial basis during the budget process to determine the appropriateness of the fees charge."

Section 2. That this ordinance shall become effective on May 9, 2022.

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

_____ day of _____, 2022.

_____
Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2022-603 – approving an agreement for annual support and upgrade services with Central Square Technologies, LLC.

MEETING DATE
April 4, 2022

REVIEWED BY
Director of IT: Mark Morris; Director of Finance: Leslie Haase; City Attorney: Peter Edwards; City Manager: Nicholas Edwards

SUMMARY
This Council Bill approves an UPGRADE agreement by and between the City of Joplin and Central Square Technologies, LLC., to cover the annual software payment and related conversion fees for the Public Safety software and related systems as budgeted in the Annual Budget of the ~~City of Joplin f~~or the Fiscal Year 2021-2022 as adopted by Council Bill 2021-523 on October 18, 2021.

BACKGROUND
Central Square Technologies, LLC., has been the City's primary software provider for over twenty-one years. In 2009, the Public Safety Systems were upgraded with Council's approval to SunGard OSSI, also a subsidiary of Central Square Technologies. Police Command Staff, along with the City IT department, has conducted onsite demonstrations involving Central Square, Omnigo, and Motorola. The goal was to evaluate the most comprehensive replacement software system for Public Safety. Omnigo was deficient in several modules. Motorola was cost prohibitive. Upon completing these extensive evaluations, Central Square was the lowest and best price. Central Square is also the incumbent vendor and is the only software 100% compatible with our existing software, thus they are a sole source. If either of the other software vendors had risen to the top for the evaluating group, a formal bid would have been issued.

FUNDING SOURCE
These payments are included in the FY 2021-22 budget of the Information Technology Dept. as well as the Police Public Safety Tax

RECOMMENDATION
Staff recommends adoption of this Council Bill on 1st Reading

ATTACHMENTS
CB2022-603 Ordinance; Central Square Technologies, LLC Agreement, DEMS Agreement

Software License and Service Agreement

City of Joplin, Missouri

This Software License and Service Agreement (this "Agreement") entered into as of this ____ day of _____ 20___ by and between City of Joplin, Missouri ("Customer"), having its principal place of business at 602 South Main Street, Joplin, MO 64801, and CentralSquare Technologies LLC ("CentralSquare"), having its principal place of business at 1000 Business Center Drive, Lake Mary, FL 32746. Customer and CentralSquare may also be referred to herein individually as a "Party" or collectively as the "Parties".

WHEREAS, Customer entered into a prior agreement for ONESolution Software products with Superion ("EmergiTech"), a CentralSquare Technologies, LLC company; and

WHEREAS, Customer is a currently licensed end user of the ONESolution Software; and

WHEREAS, Customer desires to discontinue use of the ONESolution application(s) and upgrade to the CentralSquare Software identified in Exhibit B to this Agreement; and

WHEREAS, this Agreement shall replace and supersede any and all prior agreements directly related to the ONESolution products being replaced by this Agreement and its Exhibits.

This Agreement details the responsibilities of CentralSquare and Customer with regard to the public safety software, hardware, and related services to be provided by CentralSquare under this Agreement.

Customer will be part of a system consisting of Customer and the Duquesne Police Department. Customer will serve as the hosting agency (production site) for both agencies, with Duquesne Police Department an authorized user of the host system. In the event that Duquesne Police Department chooses to move to a standalone system, additional fees will be required for hardware, services, and CentralSquare Software necessary for it to be on a standalone system, if applicable.

Now, therefore, in consideration of the mutual covenants and promises contained in this Agreement, the Parties agree as follows:

1.0 Exhibits and Order of Precedence

The following Exhibits are incorporated into this Agreement:

1. Exhibit A: Statement of Work
2. Exhibit B: Pricing Detail
3. Exhibit C: Payment Schedule
4. Exhibit D: Maintenance Agreement

In the event of any inconsistency among the various documents that comprise this Agreement, the order of precedence shall be as follows: (i) the Agreement, followed by (ii) the Exhibits to the Agreement in the order in which they appear.

2.0 Software Subscription Access

2.1 Access to Software

In consideration of Customer's payment of the Subscription Fee set forth in *Exhibit B: Pricing Detail*, and subject to the terms and conditions set forth herein, CentralSquare hereby grants to Customer, and Customer accepts, a non-transferable and non-exclusive right to use certain CentralSquare software (the

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"Software") identified in *Exhibit B: Pricing Detail* only for Customer's own business purposes in object code format.

2.2 Copies and Modifications

No CentralSquare identifying marks, copyright or proprietary right notices may be deleted from the Software. Customer shall not decompile, or create by reverse engineering or otherwise, the source codes from the object code supplied hereunder, or adapt the Software in any way or use it to create a derivative work. CentralSquare shall not be responsible in any way for Software performance if the Software has been modified, except as modified by CentralSquare.

2.3 CentralSquare Server Access and Restrictions on Usage

Customer will ensure that all CentralSquare Server Hardware is directly network accessible (console level access) to CentralSquare at all times via SSH connection; reverse-tunnel or other secure methods of connection are not permitted except at the discretion of CentralSquare. There shall be no additional authorization or equipment required except as requested by CentralSquare. Cooperation of Customer's IT department is required with respect to implementation and/or maintenance of the SSH connection. The persistent SSH secured service connection is mandatory and necessary for the proper functionality of the managed server component and/or the Pro application by CentralSquare's DevOps team. This connection is only utilized by CentralSquare's CJIS-compliant employees for purposes that include but are not limited to, contractually mandated backups, installation of major and minor software releases and/or execution of the managed service component of the Agreement.

Customer shall not allow any party, other than CentralSquare, to add, update, or delete database records or file system objects directly to or on the server or database except as provided for in the CentralSquare Documentation.

Customer shall not access any Server Hardware except as provided in the CentralSquare Documentation or cause any software except the Software provided under this Agreement to be installed on or executed on the Server Hardware.

2.4 Infringement

CentralSquare will at its expense defend against any claim, action or proceeding by a third party ("Action" herein) for infringement by the CentralSquare Software of copyright or trade secrets, provided that Customer immediately notifies CentralSquare in writing of such Action and cooperates fully with CentralSquare and its legal counsel in the defense thereof. CentralSquare may in its discretion (i) contest, (ii) settle, (iii) procure for Customer the right to continue using the CentralSquare Software, or (iv) modify or replace the CentralSquare Software so that it no longer infringes (as long as the functionality and performance described in the Specifications substantially remains following such modification or replacement.) Customer may participate in the defense of such Action at its own expense. If CentralSquare concludes in its sole judgment that none of the foregoing options are commercially reasonable, and Customer's use of the CentralSquare Software is permanently enjoined as a result of a judgment of a court of competent jurisdiction in such Action, then CentralSquare will return to Customer the CentralSquare Software subscription fee(s) paid by Customer under this Agreement less a prorated portion of said fee(s)

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for Customer's use of the CentralSquare Software and the use granted in this Agreement shall terminate. In addition, in the event such Action results in a money judgment against Customer which does not arise, wholly or in part, from the actions or omissions of Customer, its officers, directors, employees, contractors, agents, or elected officials, or a third party, CentralSquare will, subject to Section 5.0 herein, indemnify Customer therefrom.

Notwithstanding the above, CentralSquare shall have no duty under this Section 2.4 with respect to any claim, action or proceeding arising from or related to infringements (i) by Third Party Software, including operating system software, or non-Server Hardware, (ii) arising out of modifications to the CentralSquare Software and/or Documentation not made by CentralSquare, (iii) resulting from use of the CentralSquare Software to practice any method or process which does not occur wholly within the CentralSquare Software, or (iv) resulting from modifications to the CentralSquare Software or Documentation prepared pursuant to specifications or other material furnished by or on behalf of Customer. This Section 2.4 states the entire obligation of CentralSquare regarding infringement of intellectual property rights, and it will survive the termination of this Agreement.

3.0 Delivery, Fees and Payments

3.1 Delivery of Software to Customer

The Software shall be delivered in executable object code form only. CentralSquare shall initially deliver and install copies of the Software as set forth in *Exhibit A: Statement of Work*, in the quantities set forth in *Exhibit B: Pricing Detail.* Except as stated in *Exhibit D: Maintenance Agreement*, CentralSquare shall not be responsible for providing any updates, enhancements, modifications, revisions, additions, replacements, conversions or maintenance to the Software.

3.2 Delivery of Server Hardware to Customer

CentralSquare shall ship Server Hardware provided under this Agreement as set forth in *Exhibit B: Pricing Detail* to Customer's location at a mutually agreeable time in the project timeline. Items shipped via commercial carrier are FOB destination at the fixed price stated in *Exhibit B: Pricing Detail*. It shall be Customer's responsibility to install all Hardware, and Server Hardware, as well as to perform proper facility preparation and maintenance (such as appropriate uninterrupted power, air conditioning, space, electrical drops, security, network equipment, network drops, etc.) not specified in this Agreement as being provided by CentralSquare, but necessary to accommodate equipment as specified in the Statement of Work before, during, and after installation.

3.3 Delivery of Services to Customer

CentralSquare will provide Services as set forth in *Exhibit A: Statement of Work*.

3.4 Fees

Customer will pay CentralSquare the fees, without deduction or offset, set forth in *Exhibit C: Payment Schedule*.

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3.5 Late Payment

If Customer fails to pay any amount due within thirty (30) days of invoice date, Customer shall pay late charges of one and one half percent (1.5%) or the highest allowed by law, whichever is lower, per month on such balance.

3.6 Software Acceptance

Customer acknowledges that the CentralSquare Software shall be deemed accepted on the date of delivery. In the event that a Customer notifies CentralSquare of a material non-conformity in the Software as compared with the Statement of Work, CentralSquare shall use commercially reasonable efforts to correct the reported non-conformity in accordance with the support provisions set forth in Exhibit D: Maintenance Agreement. This provision does not apply to System Acceptance, which will be achieved in accordance with the implementation, acceptance, and Go Live process as defined in the Statement of Work.

3.7 Hardware Acceptance

Customer acknowledges that the Hardware and Server Hardware shall be deemed accepted on the date of delivery. In the event that a Customer notifies CentralSquare of a material non-conformity in the Hardware as compared with the Statement of Work, CentralSquare shall use commercially reasonable efforts to correct the reported non-conformity.

3.8 Additional Components and Third-Party Applications

Other components (hardware and/or software, collectively "Third-Party Components") may be desired for use with the System. CentralSquare assumes no responsibility under this Agreement for obtaining and/or supporting any Third-Party Components except as expressly agreed herein. This includes, but is not limited to, networking equipment, workstations, servers for third-party systems, mobile networking equipment, and mobile workstations, laptops, or tablets.

Unless otherwise established in this Agreement, CentralSquare, its employees and/or contractors shall not be obligated to install, utilize or otherwise maintain any type of third-party software application for any purposes. This includes, but is not limited to, VPN, MFA, etc., nor shall be obligated to utilize any type of RSA token and/or functionally similar device for purposes of access to any Customer network, system and/or data. Customer agrees to waive the use of same if required for network access.

3.9 Third-Party Costs

Except as expressly agreed herein, CentralSquare assumes no responsibility for any third-party costs related to implementation of the System. This includes, but is not limited to, any third-party costs associated with the implementation of Interfaces as defined in *Exhibit A: Statement of Work*.

4.0 Rights and Obligations

4.1 Proprietary Rights

CentralSquare represents that it is the owner of or otherwise has the rights to the Software and that it has the right to grant the use. CentralSquare retains title to the Software and its associated

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Documentation, including, without limitation, all copies and audiovisual aspects thereof and all rights to patents, copyrights, trademarks, trade secrets and other intellectual property rights inherent therein and appurtenant thereto. Customer shall not, by virtue of this Agreement or otherwise, acquire any proprietary rights whatsoever in the Software or its associated Documentation, which shall be confidential information of CentralSquare and the sole and exclusive property of CentralSquare. CentralSquare hereby expressly reserves any right not expressly granted to Customer by this Agreement. No identifying marks, copyright or proprietary right notices may be deleted from any copy of the Software. All right and title to any third-party software provided by CentralSquare under this Agreement shall remain with the applicable vendor thereof. Nothing in this Agreement shall be construed as conveying title in the Software, its associated Documentation, or any third-party software to Customer.

4.2 Trademarks and Trade Names

Any and all trademarks and trade names, which CentralSquare uses in connection with the License granted hereunder, are and shall remain the exclusive property of CentralSquare. Nothing contained in this Agreement shall be deemed to give Customer any right, title or interest in any trademark or trade name of CentralSquare.

4.3 Confidentiality

Except as otherwise provided in this Agreement, Customer shall not sell, transfer, publish, disclose or otherwise make available any portion of the Software or its associated Documentation to others. Customer shall use reasonable best efforts to cooperate with and assist CentralSquare in identifying and preventing any unauthorized use, copying or disclosure of the Software or any portion thereof or any of the algorithms or logic contained therein or any other deliverables.

4.3.1 CentralSquare agrees to maintain Customer's confidential business information and confidential data, including PII (Personal Identifiable Information), to which CentralSquare gains access in confidence and to not disclose such information except as required to perform hereunder or as required by law. Customer will use reasonable efforts to identify or designate information or data as confidential at or within five (5) business days of disclosure. Notwithstanding the above, CentralSquare shall own the copyrights, trade secrets, patent rights and other proprietary rights in and may use without restriction knowledge, information, ideas, methods, know-how, and copyrightable expression learned or acquired (including without limitation any feedback, suggestions, or other information or materials) as a result of or in connection with this Agreement to make modifications and enhancements to the CentralSquare Software or Documentation. Customer shall acquire no intellectual property ownership rights to the CentralSquare Software or Documentation as a result of such use, whether as author, joint author, or otherwise. Confidential information does not include any information which (a) is generally available to the public or becomes generally known to the public through no act or omission of CentralSquare or any violation of confidentiality; (b) is disclosed to CentralSquare by third parties without breach of confidentiality obligations; (c) is already in the lawful or rightful possession of CentralSquare prior to receipt of the confidential information or (d) is developed independently by CentralSquare without use of the confidential information.

4.3.1.1 CentralSquare maintains a security program for managing access to customer data –

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particularly HIPAA and CJIS information ("Security Approved Personnel"). This includes 1) a pre-employment background check; 2) security training required by Federal CJIS regulations; and 3) criminal background checks/fingerprints required by Federal or State regulations. CentralSquare will work with the Customer to provide reasonably required documentation (such as the CJIS Security Addendum Certification form).

4.3.1.2 If required by the Customer, CentralSquare will provide paper fingerprint cards for such Security Approved personnel with the fingerprinting performed in the state of the CentralSquare staff's job assignment. If the Customer requires fingerprints submitted in a form other than paper prints (such as Live Scan) or that such fingerprints be performed at the Customer's site, the Customer will reimburse CentralSquare for the cost of CentralSquare Security Approved Personnel traveling to the Customer's site or for a vendor (such as Live Scan) to travel to the applicable CentralSquare office location. This provision will apply during the installation of the Project and for the duration of the Customer's Maintenance Agreement.

4.4 Termination for Breach

CentralSquare may immediately terminate this Agreement, including all use rights granted herein, in the event Customer breaches any of its material confidentiality obligations regarding the Software and its associated Documentation.

4.5 Non-Confidential Information

Confidentiality obligations of the Parties shall not extend to information that:

(a) is, as of the time of its disclosure, or thereafter becomes part of the public domain through a source other than the receiving party;

(b) was known to the receiving party at the time of its disclosure and such knowledge can be proven by documentation;

(c) is independently developed by the receiving party;

(d) is subsequently learned from a third party not under a confidentiality obligation to the providing party; or

(e) is required to be disclosed pursuant to court order, subpoena, or government authority, whereupon the receiving party shall provide notice to the other party prior to such disclosure.

4.6 Limited Warranties

4.6.1 *Software Warranties*

CentralSquare warrants that: (i) it owns or otherwise has the rights in the Software and has the right to grant use of the Software as described in this Agreement.

4.6.1.1 Wireless Service Limitations

Problems in the CentralSquare Software or transmission of data caused by wireless services, including cell phone carriers, cell phone devices and operating systems, and any personal settings on the devices are not warranted by CentralSquare, or covered under the terms of this Agreement. The Customer's use of

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services provided by wireless service providers or carrier, or transmission of data from cell phone carriers, cell phones and operating systems, and the security, privacy, or accuracy of any data provided via such services is at the Customer's sole risk.

4.6.2 *Hardware and Third-Party Software Warranties*

CentralSquare warrants that, at the time of delivery, the Hardware and Server Hardware will be new and unused. CentralSquare will be solely responsible for processing and managing of all Server Hardware and Third-Party Software warranty claims that may be necessary during the term of this Agreement.

CENTRALSQUARE EXPRESSLY DISCLAIMS, AND CUSTOMER HEREBY EXPRESSLY WAIVES, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

4.7 Legal Relationship

It is expressly understood by Customer and CentralSquare that CentralSquare shall not be construed to be, and is not, an employee of Customer. CentralSquare shall provide services to Customer as an independent contractor with control over the time, means and methods for accomplishing the services outlined in this Agreement. CentralSquare further acknowledges that it is not entitled to such benefits as holiday time, vacation time, sick leave, retirement benefits, health benefits, or other benefits usually associated with employment.

4.8 Insurance Provision

CentralSquare, at all times during the term of this Agreement, shall obtain and maintain in force insurance coverage of the types and with the limits as follows:

(a) Commercial General Liability Insurance: Commercial general liability insurance with a limit of $1,000,000 for each occurrence; $2,000,000 in the aggregate.

(b) Professional Liability Insurance: Professional liability insurance with a limit of $5,000,000 each claim; $5,000,000 in the aggregate.

(c) Business Automobile Liability Insurance: Business automobile liability insurance or equivalent form with a limit of not less than $1,000,000 for each accident. Such insurance shall include coverage for owned, hired and non-owned vehicles.

At Customer's request, CentralSquare shall provide properly executed Certificates of Insurance which shall clearly evidence all insurance required in this Agreement.

5.0 Indemnification and Limitation of Liability

CentralSquare shall indemnify, defend and hold harmless Customer from any and all claims, lawsuits or liability, including attorneys' fees and costs, allegedly arising out of, in connection with, or incident to any loss, damage or injury to persons or property or arising from a wrongful or negligent act, error or omission of CentralSquare, its employees, agents, contractors, or any subcontractor as a result of CentralSquare's or any subcontractor's performance pursuant to this Agreement; however, CentralSquare shall not be required to indemnify Customer for any claims or actions caused to the extent of the negligence or wrongful act of Customer, its employees, agents, or contractors. Notwithstanding anything to the contrary

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in the foregoing, if a claim, lawsuit or liability results from or is contributed to by the actions or omissions of Customer, or its employees, agents or contractors, CentralSquare's obligations under this provision shall be reduced to the extent of such actions or omissions based upon the principle of comparative fault.

Notwithstanding the foregoing, the aggregate liability of CentralSquare for any reason and upon any cause of action of claim, including, without limitation, CentralSquare's obligation to indemnify and hold harmless under this agreement, shall be limited to direct damages which shall not exceed (i) the contract price; or (ii) for claims arising under annual maintenance, the amount of the maintenance fees paid for the term in which the claim arises; or (iii) in the case of bodily injury, personal injury, or property damage for which defense and indemnity coverage is provided by CentralSquare's insurance carrier, the coverage limits of such insurance.

IN NO EVENT SHALL CENTRALSQUARE, ITS SUBCONTRACTORS OR SUPPLIERS BE LIABLE WHETHER IN CONTRACT OR IN TORT FOR LOST PROFITS, LOST SAVINGS, LOST DATA, LOST OR DAMAGED SOFTWARE, OR ANY OTHER CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING OUT OF, OR OTHERWISE RELATED TO THIS AGREEMENT, REGARDLESS OF WHETHER CENTRALSQUARE HAS NOTICE OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE.

6.0 Term & Termination

6.1 Term

A. This Agreement shall commence upon execution hereof and shall continue in full force and effect for a period of one (1) year from the date of contract execution unless the Agreement is otherwise terminated as set forth herein. If Client terminates this Agreement at any time during an annual term, Client shall only be obligated to pay fees on a pro rata basis to the date of such termination.

B. At the conclusion of the annual term, this Agreement shall automatically renew for successive one (1) year terms (each a "Renewal Term"). (Any Renewal Term collectively referred to herein as the "Term").

6.2 By CentralSquare for Cause

In addition to various other express rights of CentralSquare to terminate this Agreement set forth herein, CentralSquare shall also have the right to terminate this Agreement upon thirty (30) day's prior written notice and cancel any unfulfilled portion of it by written notice to Customer due to Customer's failure to comply with any material terms or conditions of this Agreement, or in other cases if: (i) Customer becomes bankrupt or insolvent or enters into any arrangement or composition with its creditors or if a receiver is appointed to direct the business of Customer, or (ii) Customer sells or assigns its rights, duties or obligations under this Agreement to any person or entity, in whole or in part, whether by assignment, merger, transfer or assets, sale of stock, operation of law or otherwise, without the express written permission of CentralSquare or (iii) upon Customer's breach of the use or confidentiality and nondisclosure provisions contained herein, or (iv) upon a violation of CentralSquare's proprietary rights hereunder. The termination of this Agreement shall automatically terminate and extinguish the right to use CentralSquare Software.

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6.3 By Customer for Cause

Customer may terminate this Agreement for cause based upon the failure of CentralSquare to comply with any material terms and/or conditions of the Agreement, provided that Customer shall give CentralSquare thirty (30) days' written notice specifying CentralSquare's failure. If within thirty (30) days after receipt of such notice, CentralSquare shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then Customer may, at its option, place CentralSquare in default and the Agreement shall terminate on the date specified in such notice.

6.4 Termination without Cause

Either party may terminate this Agreement, without cause, upon no less than one hundred eighty (180) days written notice to the other party.

6.5 Post-Termination Obligations

All provisions hereof relating to CentralSquare's proprietary rights, confidentiality, non-disclosure and non-solicitation shall survive the termination or expiration of this Agreement. Any fees due as per *Exhibit C: Payment Schedule* for work completed prior to termination shall still be paid by Customer. In the event of termination of this Agreement prior to implementation of the CentralSquare Software, or termination due to Customer's breach of CentralSquare's intellectual property rights, the use of the CentralSquare Software granted under this Agreement shall also terminate and Customer shall remove all Server Hardware and at CentralSquare's direction, either return or destroy the Server Hardware.

7.0 Customer Responsibilities

Customer shall provide one primary Project Manager to be the main point of contact for CentralSquare. Duties of the Project Manager are outlined in *Exhibit A: Statement of Work*.

7.1 Delivery

Upon notice to Customer that the Software, Hardware, and Server Hardware are ready to be delivered, Customer shall ensure that personnel are available to receive the Software, Hardware, and Server Hardware at the location designated for installation, at a date and time mutually agreed to by Customer and CentralSquare.

8.0 Miscellaneous

8.1 Force Majeure

Neither party shall be responsible for failure to fulfill its obligations hereunder or liable for damages resulting from delay in Delivery or performance as a result of war, acts of terrorism, fire, strike, riot or insurrection, natural disaster, pandemic or epidemic, delay of carriers, governmental order or regulation, complete or partial shutdown of plant, unavailability of equipment or software from suppliers, default of a subcontractor or vendor (if such default arises out of causes beyond such party's reasonable control), the actions or omissions of the other party or its employees or agents and/or other similar occurrences beyond the party's reasonable control (an "Excusable Delay"). In the event of any such Excusable Delay,

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Delivery or performance shall be extended for a period of time as may be reasonably necessary to compensate for such delay. The party affected by an Excusable Delay hereunder, shall provide written notice to the other party of such delay as soon as reasonably possible.

8.2 Governing Law

This Agreement and performance hereunder shall be governed by the law of the State of Missouri, without giving effect to the principles of conflict of law of such state or international treaties.

8.3 Forum Selection

The Parties hereby submit to the exclusive jurisdiction and venue of the Circuit Court of Jasper County, Missouri with respect to any action between the Parties relating to this Agreement.

8.4 Assignment

This Agreement shall apply to, inure to the benefit of, and be binding upon the Parties hereto and upon their permitted successors in interest and permitted assigns. Customer may not assign, without the prior written consent of CentralSquare, which consent shall not be unreasonably withheld, Customer's rights, duties or obligations under this Agreement to any person or entity, in whole or in part, whether by assignment, merger, transfer of assets, sale of stock, operation of law or otherwise, and any attempt to do so shall be deemed a material breach of this Agreement.

8.5 Notice

Any notice provided pursuant to this Agreement, if specified to be in writing, shall be in writing and shall be deemed given (i) if by hand delivery, upon receipt hereof; (ii) if mailed, 7 days after deposit in the U.S. mails, postage prepaid, certified mail, return receipt requested. All notices shall be addressed to the Parties at the addresses set forth on the first page hereof.

8.6 Survival

All provisions of this Agreement relating to proprietary rights, confidentiality, non-disclosure and to payment of fees by Customer shall survive the termination of this Agreement.

8.7 No Waiver

The waiver or failure of either party to exercise any right in any respect provided for herein shall not be deemed a waiver of any further right hereunder.

8.8 Enforceability

If for any reason a court of competent jurisdiction finds any provision of this Agreement, or portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to affect the intent of the Parties, and the remainder of this Agreement shall continue in full force and effect.

8.9 Remedies

Unless otherwise specified herein, the rights and remedies of the Parties set forth in this Agreement are

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not exclusive and are in addition to any other rights and remedies available at law or in equity.

8.10 Headings

The headings of the sections of this Agreement are inserted for convenience only and shall not constitute a part hereof or affect in any way the meaning or interpretation of this Agreement.

8.11 No Third-Party Beneficiaries

The Parties agree that this Agreement is for the benefit of the Parties hereto and is not intended to confer any rights or benefits on any third party, and that there are no third-party beneficiaries as to this Agreement or any part or specific provision of this Agreement.

8.12 Limitation of Actions

No action, regardless of form, arising out of or relating to this Agreement or the subject matter hereof may be brought by either party more than two (2) years after the cause of action has initially arisen, with the exception of either Party's breach of its confidentiality or non-disclosure obligations herein or Customer's violation of CentralSquare's proprietary rights in the Software or any other software owned or licensed by CentralSquare. Notwithstanding the foregoing, should any applicable Missouri State or federal laws for which the statutes of limitations for such action(s) extend beyond two (2) years, such Missouri State or federal law shall control.

8.13 Taxes

Customer shall, in addition to the payments required hereunder, pay all applicable sales, use, transfer or other taxes and all duties, whether international, national, state or local, however designated, which are levied or imposed by reason of the transactions contemplated hereby, excluding, however, income taxes on net profits which may be levied against CentralSquare. Customer shall reimburse CentralSquare for the amount of any such taxes or duties paid or accrued directly by CentralSquare as a result of this transaction. If Customer is a tax-exempt organization, Customer will provide CentralSquare with documentation required by the taxing authority to support such exemption at the time of Execution of this Agreement.

8.14 Non-Discrimination

CentralSquare agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and CentralSquare agrees to abide by the requirements of the Americans with Disabilities Act of 1990. CentralSquare agrees not to discriminate in its employment practices, and will render services under this Agreement without regard to race, color, religion, sex, national origin, veteran status, political affiliation, disabilities, or because of an individual's sexual orientation. Any act of discrimination committed by CentralSquare, or failure to comply with these obligations when applicable shall be grounds for termination of this Agreement.

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8.15 Change Orders

Change orders and out-of-scope work will be defined by written agreement.

8.16 Cooperative Purchasing

The parties agree that other public entities may use this Agreement, subject to CentralSquare approval, as a purchasing vehicle for CentralSquare's Software and Services. Certain terms and conditions specific to this Agreement shall be negotiated separately with such agencies, including, but not limited to: Pricing, and Payment Terms. Each such agreement shall be fully independent of the other and this Agreement and Client shall not be a party to any such other agreements. A separate Statement of Work and Project Schedule will be developed for the applicable project, and a separate Software Support Agreement, or other ancillary agreements as required for the respective agency's project scope will be entered into with the respective agency.

8.17 Entire Agreement

This Agreement, and any Exhibits specifically incorporated therein by reference, constitutes the entire agreement between the Parties with respect to the subject matter. These documents supersede and merge all previous proposals of sale, communications, representations, understandings and agreements, whether oral or written, between the Parties with respect to the subject hereof.

This Agreement may not be modified except by a writing subscribed to by authorized representatives of both Parties.

This Agreement may be executed in any number of identical counterparts, and each such counterpart shall be deemed a duplicate original thereof.

8.17 Non-Appropriation

In the event funds are not appropriated and budgeted in any fiscal year for payments due under this Agreement, Customer shall notify CentralSquare of such occurrence and this Agreement shall terminate on the last day of the fiscal year for which the appropriation was made without penalty or expense to Customer of any kind whatsoever. Should Customer terminate the Agreement for such non-appropriation, CentralSquare shall be paid for all undisputed fees and expenses earned up to the date of such termination.

9.0 Definitions

(a) **Documentation**: All written, electronic, or recorded end user and system administrator documentation and functional descriptions therein that describe the uses, features, and functional capabilities of the System, and that are published or provided to Customer by CentralSquare.

(b) **Executable Object Code**: Software code which has been compiled for use by the computer and is no longer directly readable or modifiable by humans.

(c) **Execution of Agreement**: Date Agreement is signed by all enumerated Parties.

(d) **Hardware**: All ancillary hardware, equipment, and other tangible non-Software items not

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required to run CentralSquare Software supplied to Customer by CentralSquare under this Agreement.

(e) **Go Live**: The use of the System as a live, non-test-bed system. This can be exhibited by events such as the completion of the first real-world booking, the taking of the first real-world call for service, the entry of the first real-world case report, or a similar event dealing with real-world use.

(f) **Software**: Any computer programs in object code form and any updates, enhancements, modifications, revisions, additions, replacements or conversions thereof owned by CentralSquare and set forth or identified in *Exhibit B: Pricing Detail* or subsequently licensed to Customer. Software specifically excludes any Third-Party Software.

(g) **Server Hardware**: All hardware, equipment, and other tangible non-Software items required to run CentralSquare Software supplied to Customer by CentralSquare under this Agreement listed as "Server Hardware" in *Exhibit B: Pricing Detail*.

(h) **Services**: All project management, training, data conversion, and other services to be provided by CentralSquare under this Agreement.

(i) **SSH**: Secure Shell. A cryptographic protocol for securing data which it transmitted over an insecure network.

(j) **System**: The Software, Server Hardware, and Services to be purchased, developed, licensed, supplied, installed, configured, or implemented by CentralSquare under this Agreement.

(k) **Third-Party Software**: Any software to be supplied by CentralSquare under this agreement that is purchased or licensed from any source external to CentralSquare for use with or integration into the System.

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EACH PARTY'S ACCEPTANCE HEREOF IS EXPRESSLY LIMITED TO THE TERMS OF THIS AGREEMENT, INCLUDING ITS EXHIBITS, AND NO DIFFERENT OR ADDITIONAL TERMS CONTAINED IN ANY PURCHASE ORDER, CONFIRMATION OR OTHER WRITING SHALL HAVE ANY FORCE OR EFFECT UNLESS EXPRESSLY AGREED TO IN WRITING BY THE PARTIES.

City of Joplin, Missouri

Signer's Name: _____

Signer's Title: _____

_____ _____

Signature *Date*

CentralSquare Technologies, LLC

Signer's Name: _____

Signer's Title: _____

_____ _____

Signature *Date*

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Exhibit A: Statement of Work

CentralSquare will provide Software, Hardware and Services substantially similar to those outlined below, in the quantities specified in *Exhibit B: Pricing Detail*.

1.0 Software

The software detailed in the following sections includes, but is not limited to, the listed functionality.

Pro Suite Base	• Operating system software • Database software • Master name index • Master address index • Master vehicle index	• Secure intra-Customer messaging • Configurable dashboard • Web address links • No duplicate data entry • Authentication
Administration (Core)	• Equipment • Fleet Management • Inventory Management • Purchase Requisitions	• Service Dogs • Policy Manual • Full audit trail • Custom Forms
Administration – Agency Site License	• Allows agencies named herein to access and use Customer's CentralSquare Administration system	

Note: Many items are configurable by agency. All other configuration must be agreed upon between Customer and Additional Agencies.

CAD (Core)	• Command-line entry • Bulletins • Configurable CAD Windows • Inactivity Alarms • Rip and Run • Full audit trail	• Command Log • Triple I • Custom CAD Commands • Unit Alarms • ANI/ALI

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CAD (Advanced)	• Alarm Billing • Alarm Calls • Nurse Calls • Scheduled and Recurring Scheduled Calls • Tow Calls • Custom Forms	• NCIC Automation • Basic Paging • Run Cards and Unit Recommendation • Unit Specialties • Web windows • Caller Location Query (CLQ) Subscription Service
CAD – Agency Site License	• Allows agencies named herein to access and use Customer's CentralSquare CAD system	

Note: Many items are configurable by agency. All other configuration must be agreed upon between Customer and Additional Agencies.

Mapping (Core) – Server Based	• Command-line entry • Drag and drop commands • Visual status alerts • User-configurable map layers • GIS functions with map window closed • Quickest path unit recommendation	• Active calls for service • Call for service click-through • Custom map markers • Address verification • Faster map functions (compared with non-server version) • Required for 15 or more AVL units
Mapping – Agency Site License	• Allows agencies named herein to access and use Customer's CentralSquare Mapping system	

Note: Many items are configurable by agency. All other configuration must be agreed upon between Customer and Additional Agencies.

Mapping AVL	• Vehicle locations on map	• Call for service integration

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Mapping AVL – Agency Site License	• Allows agencies named herein to access and use Customer's CentralSquare Mapping AVL system	

Note: Many items are configurable by agency. All other configuration must be agreed upon between Customer and Additional Agencies.

Mapping AVL Playback	• Displays on the map • View by time, by unit, by CFS	• Print or export playback data
Financial (Core)	• Double-entry accounting • Automatic invoice creation • Configurable addition of fees based on Records workflow • Account reconciliation	• Receipt generation • Statement printing • Bulk Invoice Payments • Full audit trail
Financial – Agency Site License	• Allows agencies named herein to access and use Customer's CentralSquare Financial system	

Note: Many items are configurable by agency. All other configuration must be agreed upon between Customer and Additional Agencies.

Jail (Core)	• Booking, Intake, and Release Wizard • Cell Occupancy Log • Activities • Basic Bank • Issued Property • Medicine • Jail Billing • Bond Payments • Sentence calculation and Good Time	• Inmate Property • Victim Notification • Visitor logging • Jail Log • Shift Log • Court Events • Classification • Cell Recommendation • Inmate Classes and Transportation • Full audit trail

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Jail (Advanced)	• Advanced Inmate Bank • Expenses • Expungement Log • Sentence Reductions • Inmate Checks	• Inmate Work Shifts • Stay Scheduling (Weekenders) • Multiple Facilities • Jail workflow • Custom Forms
Jail – Agency Site Licenses	• Allows facilities named herein to access and use Customer's CentralSquare Jail system	

Note: Many items are configurable by agency. All other configuration must be agreed upon between Customer and Additional Agencies.

Mobile Core	• Grants access to the CentralSquare Mobile application	
Mobile Pro Accident Reporting	• Driver's license and vehicle registration scanning • Automated NCIC driver's license and registration queries • Prefill from NCIC return (for agency State only) • Diagramming (via Easy Street Draw)	• Paper accident report creation and printing • Case report association • Customer must provide all necessary licenses for the most current version of Easy Street Draw
Mobile CAD	• User-configurable layouts • Day/Night mode • Instant messaging	• Silent dispatch • Bulletins/BOLOS • NCIC queries
Mobile Pro eCitations	• Off-line operation • Driver's license and vehicle registration scanning • Automated NCIC driver's license and registration queries	• Prefill from NCIC return (for agency State only) • Paper ticket creation and printing • Case report association

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Mobile Mapping	• Active calls for service • Map Markers • Visual status alerts	• User configurable map layers • Route from current location to CFS location
Mobile Records	• Cases • Warrants	• Master index access (including mug shots and alerts)
Personnel (Core)	• Personnel Log	• Full audit trail
Personnel (Advanced)	• Commendations • Disciplinary Actions • Positions • Promotions	• Service History • Training • Citizen Feedback
Personnel – Agency Site Licenses	• Allows agencies named herein to access and use Customer's CentralSquare Personnel system	

Note: Many items are configurable by agency. All other configuration must be agreed upon between Customer and Additional Agencies.

Portal (Community Involvement)	• Read-only access • Public access to Inmates, Sex Offenders, Warrants, Civil Papers, and Calls for Service • Agency-defined permissions	• Data sharing with other Customers • Media reports • Extra Patrol requests • Public tip submission
Portal (Remote CFS View)	• Read-only access • Web access to CFS Data	• Agency-defined permissions
Portal (Attorney Case View)	• Web access to Case Report data for attorneys	• Agency-defined permissions

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Records (Core)	• Case Reports • NIBRS/UCR Submission • Master Record Notes • Protection Orders • Warrants • Juvenile Referral List	• Pawn Property • Pistol Permits • Sex Offenders • Full audit trail
Records (Advanced)	• Field Identifications • Expungement • Intelligence Cases • Investigative Leads • Form Requirements	• Tow Calls • Bicycle Registrations • Parking Tickets • Custom Forms
Records - Agency Site License	• Allows agencies named herein to access and use Customer's CentralSquare Records system	

Note: Workflow and personnel related items are configurable by agency. All other configuration must be agreed upon between Customer and Additional Agencies.

Reporting (Core)	• Pre-defined reports • Custom reports • Ad-hoc reports • Drag and drop report building • Export to PDF, XLS, XML, TXT	• Custom data filters • Statistical analysis • Scheduled reports • COMSTAT compatible • Emailed reports
CentralSquare Field Ops	• CJIS compliant mobile device app • Integrated photo and audio capture tools	• Real-time CFS data access • Uses existing CentralSquare Suite user credentials

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Community Data Platform (CDP)	• Search engine for CentralSquare Suite CAD and RMS Data • Up to 10 concurrent users supported	• State-wide data sharing

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1.1 Interfaces

All costs related to CentralSquare's implementation of the following interfaces is represented in *Exhibit B: Pricing Detail*. Customer shall contact all interface third-party vendors notifying them about their integration to CentralSquare Suite. Any third-party costs or charges incurred related to the implementation of the following interfaces will be the responsibility of Customer.

Any interfaces that cannot be deployed as part of System go-live due to Customer or a third-party vendor not being ready for deployment shall not delay Software or Hardware Acceptance.

Customer shall not allow any party, other than CentralSquare, to add, update, or delete database records or file system objects directly to or on the server or database except as provided for in the CentralSquare Documentation.

CentralSquare backend server software is wholly managed by CentralSquare and the Customer shall not attempt to access it, except as provided in the CentralSquare Documentation. Customer shall not cause any software except the Software provided under this Agreement to be installed on or executed on the Server Hardware.

Refer to *Exhibit A: Statement of Work: 3.2 Implementation Process* overview for interface implementation information.

Standard Interfaces

The following are sold as standard interfaces. There will be no software modifications or changes to these standard interfaces:

1.1.1 *CAD – Priority SMS Paging Subscription Core Integration*

This is a one-way interface from CAD to Priority SMS. This interface allows pages (messages) to be sent to individuals and groups via SMS directly from CAD. The connection to the Priority SMS interface is set up by CentralSquare.

Customer will perform all entry and configuration of phone numbers for SMS users.

1.1.2 *CAD – Basic Paging Interface (SMTP/Email) (Export)*

This is a one-way interface from CentralSquare CAD. Pages are sent via email and/or SMS from CentralSquare CAD. CentralSquare enables the paging functionality in CAD.

Customer is responsible for configuring paging groups, templates, and trigger events for this interface.

1.1.3 *CAD – E911 (ANI/ALI) Interface (Import)*

This is a one-way interface from the 911 service provider to CentralSquare CAD. It prepopulates calls for service by parsing raw spill data from the 911 service and importing it.

Customer is responsible for ensuring that:

(a) 911 service provider sets up the serial connection from the 911 controller to CentralSquare CAD.

(b) 911 spill data can be pushed to CentralSquare CAD at a decided upon frequency.

(c) ALI data meets NENA standards

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1.1.4 *CAD – ProQA Platinum Certified Interface (Import and Export)*

This is a two-way interface between CS CAD Pro and ProQA. From a call for service (CFS) in CAD, the ProQA application is launched manually or automatically from configured incident codes. CAD sends CFS data to ProQA. CAD users select the appropriate ProQA discipline (Law, Fire, or Medical), and follow the scripted call dialog within ProQA. When triggered by ProQA, CAD imports the call details, including the Responder Summary, to the CFS and updates the incident code if necessary.

1.1.5 *CAD – Rip and Run Interface (Fax/Email)*

This is a one-way interface from CAD to fax and email services. Completed Calls for Service (CFS) from CAD are output (printed) to the services. CentralSquare provides the connection from CentralSquare Suite to the SMTP server.

Customer will provide CentralSquare with SMTP information for setup and will manage all user configurations.

1.1.6 *CAD – Zetron Tone Paging Interface (Export)*

This is a one-way interface from CS CAD Pro to the Zetron 4000 paging console. Paging presets, known as Instant Call Pages, configured by the agency within the Zetron 4000 can be requested from CAD to terminal-specific Zetron consoles. These CAD paging requests will reference specific pre-programmed Instant Call Pages configured within Zetron through an RS-232 serial connection.

1.1.7 *CAD – RapidSOS Integration*

This integration with RapidSOS is dependent on creating a CFS from an ALI spill and on RapidSOS processing and returning caller location information.

This is a one-way interface from RapidSOS to CS CAD Pro. Upon request from the user, CAD calls the RapidSOS API's Location Request function to retrieve the 911 caller's mobile location (latitude and longitude) and reverse-geocoded address. CAD provides options to set the location as the Call for Service (CFS) address, as well as plot within CS Mapping Pro.

CAD integration with RapidSOS is dependent on RapidSOS processing and returning caller location information.

1.1.8 *Mapping – TAIP AVL Interface (Import)*

This is a one-way interface from a UDP TAIP AVL system to CS CAD Pro and Mapping Pro. CAD will receive and update Mapping with AVL information (latitude and longitude geolocations) for configured CAD units. Unit location and coordinates will be updated within Mapping from a data feed provided by the AVL system that CAD will consume at a configurable interval of time. On-duty CAD unit icons are shown within Mapping at their current location provided by the AVL system.

This is sold as a standard interface. There will be no software modifications or changes to this standard interface.

1.1.9 *Jail – LiveScan/AFIS Interface (Export) – Morpho (MO)*

This is a two-way interface between CS Pro Jail and the AFIS Livescan system provided by MorphoTrak. When an inmate is booked into Jail, a NIST file containing inmate mugshot, booking and charge information is sent to the AFIS LiveScan system. MorphoTrak imports the data file, pre-populating the booking record for submission to AFIS. MorphoTrak then exports a tracking number to Jail.

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1.1.10 *Jail – NDEx Adapter (IB IEPD)*

This is an adapter that produces XML that is conformant to the N-DEx Incarceration/Booking (IB) IEPD. CS Pro Suite transmits data to the N-DEx web service via CentralSquare's existing N-DEx WSDL. Data transmission does not include all fields defined in the IEPD.

1.1.11 *Jail – VINE Interface (Export)*

This is a one-way interface from CS Jail Pro to Appriss. CentralSquare will create a read-only database connection for Appriss to access specific data views. Upon the completion of an inmate booking and when an inmate is released, inmate data will be made available through these views for consumption by Appriss. Appriss is responsible for querying these views for booking and release data, as well as daily active inmate population reports. CentralSquare will provide Appriss with database user information.

1.1.12 *Records – MO Crime Reporting (MIBRS) Interface*

This is a one-way interface from CentralSquare Records to MO NIBRS. Customer is able to select cases in CentralSquare Records and manually export those cases to a text file on the local file system. From there, Customer provides the file to the state system. CentralSquare creates functionality to support the text file export from CentralSquare Records.

1.1.13 *Records – NDEx Adapter (IA IEPD)*

This is an adapter that produces XML that is conformant to the N-DEx Incident/Arrest (IA) IEPD. CS Pro Suite transmits data to the N-DEx web service via CentralSquare's existing N-DEx WSDL. Data transmission does not include all fields defined in the IEPD.

1.1.14 *Pro Suite – MULES/NCIC Interface (Basic Queries)*

This is a two-way interface between Pro Suite and the CentralSquare-provided NCIC server. The following basic queries will be generated by Pro Suite and passed to the NCIC server: Driver's License, Vehicle Registration, Boat, Article, and Gun. The CentralSquare-provided NCIC server then sends the queries on to NCIC and collects the results. Those query results are then sent back to Pro Suite.

Customer is responsible for providing a network connection and the necessary authentication to the state message switch from the NCIC server. NCIC data mining results will only be returned for the state in which Customer is located.

1.1.15 *Pro Suite – MULES/NCIC Interface (Criminal History)*

This is a two-way interface between CS Pro Suite and the on premise NCIC server. Criminal History Queries are generated by CS Pro Suite and passed to the NCIC server. That server then sends the queries on to the NCIC and returns the results. Those query results are then sent back to CS Pro Suite and incorporated, as appropriate, with CS Pro Suite data.

Customer is responsible for providing a network connection and the necessary authentication to the state message switch from the NCIC server.

1.1.16 *Pro Suite – MULES/NCIC Interface (Warrants)*

This is a two-way interface between CS Pro Suite and the on premise NCIC server. Warrant Queries are generated by CS Pro Suite and passed to the NCIC server. That server then sends the queries on to the NCIC and returns the results. Those query results are then sent back to CS Pro Suite and incorporated, as appropriate, with CS Pro Suite data.

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Customer is responsible for providing a network connection and the necessary authentication to the state message switch from the NCIC server.

1.1.17 *Pro Suite – Additional Agency MULES/NCIC Interface*

This interface allows for additional agencies on the same system, other than Customer, to access and use the NCIC functionality described in Basic Queries, Criminal History, and Warrants.

1.1.18 *Pro Suite – Time Synchronization Interface*

This is a one-way interface that uses NTP to keep all CentralSquare server's clocks in sync.

Non- Standard Interfaces

The following interfaces are sold as requiring CentralSquare Development. Immediately after contract signature, the customer shall contact the third-party vendor requesting vendor development information, such as documentation, APIs, sample files, etc. on the Non-Standard Interfaces. It is critical to gather this information within weeks after contract signing. Once the third-party vendor development information has been provided to CentralSquare, CentralSquare will work with the Customer and Vendor on scope requirements prior to development:

1.1.19 *CAD – FirstDue Interface (Export)*

This is a one-way interface from CS CAD Pro to FirstDue RMS. CAD exports call for service (CFS) data, based off of CAD commands, in an XML file sent via a RESTful web service. The data in this file is then imported into FirstDue RMS via a process completely external to CS Pro Suite.

1.1.20 *Records – MO STARS Interface (Export)*

This is a one-way interface from REJIS' LETS (Law Enforcement Traffic System) to CS Records Pro. REJIS will send accident records as XML files, along with JPG images of the crash diagrams, to an FTP location provided by REJIS or Customer. Records users then review and approve the accident records to add them to the accident report log in CS Records Pro. CentralSquare is responsible for importing the files from the FTP location and the removal of those files from the FTP location once they have been approved into Records. The CS Records Pro import service will run every 15 minutes, looking for files pushed from REJIS to the FTP, and import them into CS Records Pro.

1.1.21 *Records – ShowMe Courts eCites Interface (Export)*

This is a one-way interface from CS Records Pro to the Office of State Courts Administrator (OSCA). Users create eCitations within CS eCitations Pro. Users then review and validate the eCitation information and import it into Records. Upon import, Records validates the information on the eCitations report against state-defined requirements. Records then allows users to export eCitations as XML files to the OSCA web service. The web service will import these files and automatically create or update the appropriate eCitation record within that system. If any errors are returned from exporting the eCitation, Records displays the error(s) to the user for correction and re-submission of the data.

CentralSquare is responsible for exporting the eCitations data to the web service and the OSCA is responsible for hosting the web service.

1.2 Data Conversion

CentralSquare will provide data conversion services from one (1) of Customer's current software database sources to one (1) CentralSquare database module. For example, Customer's current CAD database will

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be converted to CentralSquare CAD. The contents of the data conversion will be determined by the Data Conversion Specification documents.

CentralSquare will provide data conversion services for Customer's current GIS map data and from Customer's current software database vendors to CentralSquare software. The contents of the data conversion will be determined by the Data Conversion Specification and GIS Specification documents.

The listed data conversion services and their associated costs are based on CentralSquare's understanding of Customer's needs and current system. Any modules not explicitly listed in this section are not a part of the current project scope and will not be included in implementation. If additional module conversions are required, each one will come at an additional cost based on the scope of the work required for each.

Customer shall work with its existing vendors to obtain unencrypted data for conversion in one of the following compatible formats:

(a) MS SQL .bak files with database version and credential information from MSSQL Server 2008R2 or newer

(b) MySQL .dump or .sql files with database version and credential information

(c) PostgreSQL .sql files with database version and credential information

(d) MS Access 2003 or newer .mdb files

(e) CSV files with column headers and relationship mapping documentation

(f) Oracle 10g or newer backup files

1.2.1 *OMNIGO Citations*

Data will be converted into the CentralSquare Citations module from the OMNIGO Citations database and data will be provided in one of the formats listed above. Data will be in a form substantially similar to that of the file provided.

1.2.2 *ONESolution Admin*

Data will be converted into the CentralSquare Admin module from the ONESolution Admin database and data will be provided in one of the formats listed above. Data will be in a form substantially similar to that of the file provided.

1.2.3 *ONESolution CAD*

Data will be converted into the CentralSquare CAD module from the ONESolution CAD database and data will be provided in one of the formats listed above. Data will be in a form substantially similar to that of the file provided.

1.2.4 *ONESolution Jail*

Data will be converted into the CentralSquare Jail module from the ONESolution JMS database and data will be provided in one of the formats listed above. Data will be in a form substantially similar to that of the file provided.

1.2.5 *ONESolution Personnel*

Data will be converted into the CentralSquare Personnel module from the ONESolution Personnel database and data will be provided in one of the formats listed above. Data will be in a form substantially similar to that of the file provided.

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1.2.6 *ONESolution Records*

Data will be converted into the CentralSquare Records module from the ONESolution RMS database and data will be provided in one of the formats listed above. Data will be in a form substantially similar to that of the file provided.

1.2.7 *One-Time GIS Data Set Up*

In CentralSquare's efforts to make sure that Customer-supplied GIS data is working to the best of its abilities, CentralSquare will run a series of tests to ensure that the GIS data is ready for first installation. In addition, the data will be set up with the proper configuration and loaded into an ArcGIS map document that is required for the software to operate. Address locator and network dataset files will be created and updated for proper geocoding and routing abilities.

A thorough GIS data review by Customer is imperative for an effective and organized CentralSquare software Go Live.

CentralSquare cannot make any guarantees for the spatial nor the tabular accuracy of Customer-supplied GIS data as it pertains to geocoding results, routing, and searching. Customer understands that there are several steps involved to make the GIS data sufficiently perform the abovementioned functions. If Customer is unable to make these corrections on its end, a GIS data contract can be set up with CentralSquare to ensure the data is built according to the desired specifications.

CentralSquare will apply one (1) GIS update per month to the Customer's map as part of this contract.

1.2.8 *Mapping – GIS Data Migration and Scrubbing (up to 12 migrations per year)*

CentralSquare will provide an initial clean-up of Customer's GIS data for purposes of ensuring that the data will function correctly with CentralSquare software. In addition, CentralSquare will accept monthly GIS data updates from Customer. CentralSquare will then apply those updates to the CentralSquare software.

2.0 Customer Hardware, Network and Power Requirements

CentralSquare is not responsible for physical installation of the computer hardware required for operating CentralSquare Software. CentralSquare is not responsible for networking any hardware.

Unless otherwise specified, Customer will be responsible for providing the following to meet the hardware, network and power requirements for the System.

2.1 Server Hardware

1. Three (3) rack-mount servers will be purchased by Customer as part of this agreement.
2. Three (3) CentralSquare Suite servers will be configured as follows:
    (a) One (1) Production server with Lantronix remote access device
    (b) One (1) Warm Standby server with Lantronix remote access device
    (c) One (1) Testing/Training server
3. The server hardware costs are divided between agencies as stated in *Exhibit B: Pricing Detail*.
4. The servers will be installed at City of Joplin, Missouri, MO, and a standby location.

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5. In addition to the standard CentralSquare Suite operating environment, the Production and Standby servers will have the capability of running the following on a virtual machine:
    (a) One (1) virtual NCIC server (message switch)
    (b) One (1) virtual GIS server
    (c) One (1) virtual CrimeView server
6. Ten (10) inches of rack space is required at the primary server location for one (1) CentralSquare Suite Production rack-mounted server (3.5”), one (1) CentralSquare Suite Testing/Training rack-mounted server (3.5”), and one (1) Lantronix remote access device (3.0”).
7. Six and one-half (6.5) inches of rack space is required at the standby server location for one (1) CentralSquare Suite Standby rack-mounted server (3.5”) and one (1) Lantronix remote access device (3.0”).

2.2 Production and Testing/Training Server Network Requirements

1. Six (6) open Ethernet cables and ports to be used by one (1) CentralSquare Suite Production rack-mounted server, one (1) CentralSquare Suite Testing/Training rack-mounted server, and one (1) Lantronix remote access device.
2. Static IP addresses that include four (4) for the CentralSquare Suite Production rack-mounted server, three (3) for the CentralSquare Suite Testing/Training rack-mounted server, and one (1) for the Lantronix remote access device.
3. Network access that maintains low-latency and high bandwidth that includes a Virtual Private Network (VPN) to support remote users per the requirements that are set forth in the *Network Requirement Specifications* and *Server Requirement Specification* documents provided by CentralSquare.

2.3 Production and Testing/Training Server Power Requirements

1. One (1) uninterrupted power supply (UPS) that support 1000 watts.
2. Power supply that will handle dual 720 watts for one (1) CentralSquare Suite Production rack-mounted server, one (1) CentralSquare Suite Testing/Training rack-mounted server, and one (1) Lantronix remote access device.
3. Server cooling that will ensure the appropriate temperatures for one (1) CentralSquare Suite Production rack-mounted server, one (1) CentralSquare Suite Testing/Training rack-mounted server, and one (1) Lantronix remote access device.

2.4 Standby Server Network Requirements

1. Four (4) open Ethernet cables and ports to be used by the one (1) CentralSquare Suite Warm Standby rack-mounted server and one (1) Lantronix remote access device.
2. Static IP addresses that include five (5) for the CentralSquare Suite Warm Standby rack-mounted server and one (1) for the Lantronix remote access device.

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3. Network access that maintains low-latency and high bandwidth that includes a Virtual Private Network (VPN) to support remote users per the requirements that are set forth in the *Network Requirement Specifications* and *Server Requirement Specification* documents provided by CentralSquare.

2.5 Standby Server Power Requirements

1. One (1) uninterrupted power supply (UPS) that support 1000 watts.
2. Power supply that will handle dual 720 watts for one (1) CentralSquare Suite Standby rack-mounted server, and one (1) Lantronix remote access device.
3. Server cooling that will ensure the appropriate temperatures for one (1) CentralSquare Suite Standby rack-mounted server and one (1) Lantronix remote access device.

3.0 Services

3.1 Project Management

3.1.1 *Customer Project Manager*

Customer shall provide one primary Project Manager to be the main point of contact for CentralSquare.

A single, dedicated Project Manager will be assigned to manage the project for all Customers included in this installation.

Customer will identify a CentralSquare Build Team. With assistance from CentralSquare Implementation Analysts, Customer's Build Team is responsible for the configuration of CentralSquare software. The Build Team should expect to devote 10-20% of each week of implementation to CentralSquare configuration work.

Customer's Project Manager and Build Team will work within standard business hours (7:00 AM CST to 6:00 PM CST, Monday through Friday) to enable mutual availability to work with CentralSquare on configuration and project activities.

3.1.1.1 Customer's Dedicated Project Manager Responsibilities

1. Have the authority to speak for Customer from a project perspective.
2. Designate people responsible for specific roles as needed, examples below:
    (a) Module Subject Matter Experts (SMEs)
    (b) Hardware Project Manager
    (c) CentralSquare Build Team Members
    (d) Data Conversion Review Team Members
    (e) Interface points of contact at Customer (assigned per interface)
3. Involve Customer decision makers when needed
4. Escalate issues to the CentralSquare project manager

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5. Eliminate roadblocks for completing project on schedule
6. Sign various project documents and ensuring signoff documents and deliverables are provided to CentralSquare project manager in a timely manner
7. Organize training schedules, training rooms, and training equipment
8. Provide real world scenarios for testing and review

3.1.2 *CentralSquare Project Manager and Project Team*

From the start of the project, a CentralSquare project manager will work with Customer as the single point of contact for implementation of the CentralSquare Suite system. The project manager will develop and manage the implementation schedule and will coordinate with Customer to keep the project on track and on schedule. The project manager will conduct weekly status meetings to provide Customer with project updates.

The CentralSquare project team, under the direction of the project manager, will visit pertinent areas of Customer and will meet with key Customer personnel to understand Customer's operational needs and business rules. Team members will observe Customer's daily operations first-hand and use that information to identify how the CentralSquare Suite system would best be configured to match and enhance Customer's workflows. The project team will train Customer system administrators on configuration options and code table setup.

3.2 Implementation Process Overview

CentralSquare uses a multi-phase approach to ensure a successful implementation for each Customer. Trained and experienced members of the CentralSquare implementation team move through the process with Customers to ensure successful outcomes. Timelines will be discussed with Customer's project manager and will be mutually agreed upon as part of the CMD Approval process to ensure a successful Go Live.

3.2.1 *Kickoff Meeting*

Upon contract signature, a kickoff meeting is scheduled to initiate the implementation process, setting up a statement work, server installations and scheduling the Business Practice Review (BPR).

3.2.2 *Business Practice Review*

During this meeting, the CentralSquare project team works with Customer's build team to determine the contents of the Configuration Management Document (CMD). All product needs and requests are reviewed, and the CentralSquare project team documents in the CMD how the software currently meets those needs or how CentralSquare plans to develop additional functionality to fulfill them.

3.2.3 *CMD Approval*

After the CMD is composed, the CentralSquare project team reviews it with Customer's project manager and build team and to ensure that all aspects of the initial proposal have been satisfied.

3.2.4 *Configuration, Conversion, and Interfaces*

After the CMD is approved and signed, work begins on the steps outlined in it, including the necessary configuration, data conversions, and interfaces.

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3.2.4.1 Configuration

Customer plays a large part in the configuration and setup of the final system. Configuration of CentralSquare software is guided by Business Analysts, via in-person or remote online sessions, but is considered a Customer responsibility to complete.

3.2.4.2 Data Conversion and GIS Data Conversion

Data not contained in systems listed in *Exhibit A: Statement of Work: 1.2 Data Conversion* will not be converted. Code tables, data mapping, and other system configuration will be entered by Customer with the assistance of a CentralSquare Implementation Analyst. Code tables will not be part of the converted data.

A major part of data conversion is review of data that has been converted to CentralSquare software. Customer plays a key role in this data review.

A thorough data conversion review by Customer is imperative for an effective and organized CentralSquare software Go Live. Customer should expect to devote 10-20% of each week of the data conversion process to CentralSquare configuration work. Each module converted will require participation of SMEs.

See *Exhibit A: Statement of Work: 1.2 GIS Data Conversion* for information regarding the GIS data conversion process.

3.2.4.3 Interfaces

See *Exhibit A: Statement of Work: 1.1 Interfaces* for a list of included interfaces.

Customer tasks related to interfaces will start immediately after the initial CentralSquare kickoff meeting. Customer will set up conference calls with CentralSquare and each interface vendor within two weeks of contract signing or one week of kickoff call. Interfaces to and from CentralSquare software are created and tested internally before being available for Customer testing.

Customer is responsible for initiating and facilitating the relationship(s) between CentralSquare and the third-party interface vendor(s).

CentralSquare software interface specifications must be clearly defined in the CMD and thoroughly tested by Customer before Go Live.

3.2.5 *Final System Review*

Throughout the project, implementation analysts from CentralSquare will schedule sessions with Customer's Build Team and end users to review any questions or concerns.

3.2.6 *Train-the-Trainer and/or End User Training*

CentralSquare offers several options for end user training. All of the training options provide hands-on use of the software with real-world examples. Class sizes are limited to ensure that each individual has sufficient time to practice using the system. When the go live date arrives, users are well-prepared to begin using the new software.

3.2.7 *Go Live*

CentralSquare provides remote support the day that the new system goes live. Any questions that arise are addressed immediately by the team, ensuring that the first day(s) using the new system goes smoothly.

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3.2.8 *Software Acceptance*

Customer acknowledges that the Software shall be deemed accepted on the date of delivery. In the event that a Customer notifies CentralSquare of a material non-conformity in the Software as compared with the Statement of Work, CentralSquare shall use commercially reasonable efforts to correct the reported non-conformity in accordance with the support provisions set forth in *Exhibit D: Maintenance Agreement*.

3.2.9 *Hardware Acceptance*

Customer acknowledges that the Hardware shall be deemed accepted on the date of delivery. In the event that a Customer notifies CentralSquare of a material non-conformity in the Hardware as compared with the Statement of Work, CentralSquare shall use commercially reasonable efforts to correct the reported non-conformity.

3.3 Training and Go Live Support

3.3.1 *Training*

CentralSquare staff will provide for remote training.

3.3.1.1 System Configuration and Training

The first portion of training will be performed by the CentralSquare project team. Team members will train and guide Customer's Build Team in configuring the CentralSquare Suite system, setting up and maintaining code tables, managing users and user rights, among other options. Through CentralSquare-guided configuration of the system, the Build Team becomes well versed in the CentralSquare software system administration.

3.3.1.2 Train-the-Trainer and/or End User Training

Trainers will conduct detailed courses for each of Customer's user groups (such as dispatchers or officers). The content of each course will be tailored to the features and functionality in CentralSquare software that each group needs to know and use.

3.3.1.3 Refresher Training

CentralSquare will provide follow-up training (after successful implementation) to refresh existing personnel on best practices with regard to using CentralSquare Suite.

3.3.2 *Training Resources*

Training will be scheduled within standard business hours (7:00 AM CST to 6:00 PM CST, Monday through Friday).

The training facilities and equipment will be provided by Customer based on the following:

3.3.2.1 Trainer Resources

1. One (1) computer with a network connection
2. Most recent CentralSquare Suite version installed and tested (includes login)
3. Two (2) projectors and two (2) screens set up and tested
4. One (1) podium or desk for trainer

3.3.2.2 Trainee Resources

1. Five (5) to ten (10) computers with network connections two (2) monitors required (three (3)

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monitors are suggested)

2. One (1) supervisor will attend every class to address policy questions
3. No more than ten (10) trainees in each class
4. Most recent CentralSquare Suite version installed and tested (includes login)
5. All third-party devices (i.e., printers, scanners, barcode reader, mugshot camera) connected and tested

3.3.3 *Go Live Support*

CentralSquare staff will assist users with questions that arise during Go Live and will reinforce skills learned during the training sessions. CentralSquare staff will be remote for Go Live.

Summary of Services – Field Training Online (FTO)

Project: City of Joplin, Missouri, MO – Field Training Online (Stand-Alone) Module

The parties mutually agree and acknowledge this Summary of Services is a high-level overview of the project requested, not a detailed requirements or design of solution.

Project Scheduling

Parties agree a schedule will be provided for services within sixty (60) days from the execution of the Agreement.

Change Requests

The parties may request a change to this summary of services, to increase hours or deliverables, through a written request to the CentralSquare project manager or resource.

Services Scope of Project

The project includes the following scope of services.

Field Training Online (FTO) is a standalone application and is not integrated with CentralSquare Pro.

FTO provides public safety agencies with a simple and secure method for streamlining new-hire training programs. FTO is a flexible, secure web-based application that allows agencies to break free from time-consuming, paper-based evaluation and reporting methods.

A CentralSquare Technical Consultant will work with the client to install the FTO module. A CentralSquare trainer will work with the client to provide System Administration (SA) Configuration Training (4-hour session), as well as End User Training (4 hour session).

Project Management

Even in smaller, less complex projects, there needs to be a point of contact and someone driving a project to successful completion. CentralSquare's Implementation Methodology ensures a project has the right amount of oversight needed to successfully complete the work, no more no less. A CentralSquare Project Manager will be your point of contact for the scoped work with you to develop a timeline to meet your

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needs, drive the timeline to completion, work to resolve any issues that may arise during the life of the project, all while keeping you up to date so you have the peace of mind your project is on track for a successful completion

Professional Services

Throughout the course of the project, CentralSquare will use several types of services (defined herein) to complete the necessary steps for successful deployment of the contracted services. The overall services aligned to implementation include Consulting Services, Technical Services, Data Conversion Services, Training Services, and in some cases, Installation Services

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Exhibit B: Pricing Detail

WHAT SOFTWARE IS INCLUDED?

SERVER SOFTWARE

PRODUCT NAME	QUANTITY	UNIT PRICE	TOTAL
PS Pro Esri Analyst License Annual Subscription Fee	1	1,788.13	1,788.13
PS Pro Esri Server License Annual Subscription Fee	1	1,788.00	1,788.00
PS Pro Production GIS Virtual Server Annual Subscription Fee	1	0.00	0.00
PS Pro Production NCIC Virtual Server Annual Subscription Fee	1	0.00	0.00
PS Pro Production Server Annual Subscription Fee	1	10,331.25	10,331.25
PS Pro Training/Testing Server Annual Subscription Fee	1	7,875.67	7,875.67
PS Pro Warm Standby GIS Virtual Server Annual Subscription Fee	1	0.00	0.00
PS Pro Warm Standby NCIC Virtual Server Annual Subscription Fee	1	0.00	0.00
PS Pro Warm Standby Server Annual Subscription Fee	1	9,395.97	9,395.97
		Software Total	31,179.02 USD

ADMIN

PRODUCT NAME	QUANTITY	UNIT PRICE	DISCOUNT	TOTAL
Administration PS Pro Core (Agency Site License) Annual Subscription Fee	1	1,936.40	- 639.01	1,297.39
Administration PS Pro Core (Agency Site License) Annual Subscription Fee	1	61.80	- 20.39	41.41
Administration PS Pro Core Annual Subscription Fee	1	1,178.00	- 388.74	789.26
			Software Subtotal	3,176.20 USD
			Discount	- 1,048.14 USD
			Software Total	2,128.06 USD

CAD

PRODUCT NAME	QUANTITY	UNIT PRICE	DISCOUNT	TOTAL
CAD CLQ Location & Image Retrieval Sub Core (Agency Site License) Annual Subscription Fee	1	3,000.00	- 990.00	2,010.00
CAD CLQ Location and Image Retrieval Subscription Core Annual Subscription Fee	1	3,000.00	- 990.00	2,010.00

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CAD Priority SMS Paging Subscription Core (Agency Site License) Annual Subscription Fee	1	3,000.00	- 990.00	2,010.00
CAD Priority SMS Paging Subscription Core Annual Subscription Fee	1	2,000.00	- 660.00	1,340.00
CAD PS Pro Advanced (Agency Site License) Annual Subscription Fee	1	3,313.14	- 1,093.34	2,219.80
CAD PS Pro Advanced (Backup Seat License) Annual Subscription Fee	5	0.00	- 0.00	0.00
CAD PS Pro Basic Paging (SMTP/Email) Interface Annual Subscription Fee	1	0.00	- 0.00	0.00
CAD PS Pro Core (Agency Site License) Annual Subscription Fee	1	9,939.36	- 3,279.99	6,659.37
CAD PS Pro Core (Backup Seat License) Annual Subscription Fee	5	0.00	- 0.00	0.00
CAD PS Pro Core Annual Subscription Fee	1	4,418.63	- 1,458.15	2,960.48
CAD PS Pro E911 (ANI/ALI) Interface Annual Subscription Fee	1	0.00	- 0.00	0.00
CAD PS Pro FirstDue Interface (Export) Annual Subscription Fee	1	2,651.18	- 874.89	1,776.29
CAD PS Pro ProQA PlatinumCertified Interface (Import and Export) Annual Subscription Fee	1	4,564.75	- 1,506.37	3,058.38
CAD PS Pro Rip and Run (Fax/Email) Interface Annual Subscription Fee	1	0.00	- 0.00	0.00
CAD PS Pro Zetron Tone Paging Interface (Export) Annual Subscription Fee	1	2,945.00	- 971.85	1,973.15
CAD RapidSOS Integration Subscription Core (Agency Site License) Annual Subscription Fee	1	1,800.00	- 594.00	1,206.00
CAD RapidSOS Integration Subscription Core Annual Subscription Fee	1	750.00	- 247.50	502.50

Software Subtotal	41,382.06 USD
Discount	- 13,656.09 USD
Software Total	27,725.97 USD

MAPPING

PRODUCT NAME	QUANTITY	UNIT PRICE	DISCOUNT	TOTAL
Mapping PS Pro AVL (Agency Site License) for FullTime CAD Workstations Annual Subscription Fee	1	3,534.00	- 1,166.22	2,367.78

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Mapping PS Pro AVL (Seat License) for Backup/Supervisor/PartTime Workstations Annual Subscription Fee	5	103.08	- 170.10	345.30
Mapping PS Pro AVL Playback (Agency Site License) for FullTime CAD Workstations Annual Subscription Fee	1	1,767.00	- 583.11	1,183.89
Mapping PS Pro Core (Agency Site License) for FullTime CAD Workstations Annual Subscription Fee	1	4,702.38	- 1,551.79	3,150.59
Mapping PS Pro Core (Seat License) for Backup/Supervisor/PartTime Workstations Annual Subscription Fee	5	235.12	- 0.00	1,175.60
Mapping PS Pro Core Annual Subscription Fee	1	3,134.90	- 1,034.52	2,100.38
Mapping PS Pro TAIP AVL Interface (Import) Annual Subscription Fee	1	3,681.25	- 1,214.81	2,466.44
			Software Subtotal	18,510.53 USD
			Discount	- 5,720.55 USD
			Software Total	12,789.98 USD

JMS/FINANCIAL

PRODUCT NAME	QUANTITY	UNIT PRICE	DISCOUNT	TOTAL
Financial PS Pro Core (Agency Site License) Annual Subscription Fee	1	0.00	- 0.00	0.00
Financial PS Pro Core Annual Subscription Fee	1	0.00	- 0.00	0.00
Jail PS Pro Advanced (Agency Site License) Annual Subscription Fee	1	1,276.20	- 421.15	855.05
Jail PS Pro Core (Agency Site License) Annual Subscription Fee	1	3,827.70	- 1,263.14	2,564.56
Jail PS Pro Core Annual Subscription Fee	1	6,480.65	- 2,138.61	4,342.04
Jail PS Pro LiveScan/AFIS Interface (Export) Annual Subscription Fee	1	2,235.80	- 737.81	1,497.99
Jail PS Pro NDEx Adapter (IB IEPD) Annual Subscription Fee	1	0.00	- 0.00	0.00
Jail PS Pro VINE Interface (Export) Annual Subscription Fee	1	1,765.96	- 582.77	1,183.19
			Software Subtotal	15,586.31 USD
			Discount	- 5,143.48 USD
			Software Total	10,442.83 USD

MOBILE & FIELD OPS

PRODUCT NAME	QUANTITY	UNIT PRICE	DISCOUNT	TOTAL
Easy Street Draw Annual Subscription	85	56.94	- 0.00	4,839.90

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Easy Street Draw Annual Subscription	5	56.94	- 0.00	284.70
Field Ops Subscription (for Pro Mobile users) Annual Subscription Fee	20	120.00	- 0.00	2,400.00
Field Ops Subscription (for Pro Mobile users) Annual Subscription Fee	5	120.00	- 0.00	600.00
Field Ops Subscription (for Pro Mobile users) Annual Subscription Fee	17	120.00	- 0.00	2,040.00
Mobile PS Pro Accident Reporting Annual Subscription Fee	85	73.63	- 2,065.50	4,193.05
Mobile PS Pro Accident Reporting Annual Subscription Fee	5	73.63	- 121.50	246.65
Mobile PS Pro CAD Annual Subscription Fee	85	132.53	- 3,717.05	7,548.00
Mobile PS Pro CAD Annual Subscription Fee	5	132.53	- 218.65	444.00
Mobile PS Pro CAD Annual Subscription Fee	17	132.53	- 743.41	1,509.60
Mobile PS Pro Core Annual Subscription Fee	1	1,472.50	- 485.92	986.58
Mobile PS Pro eCitations Annual Subscription Fee	85	103.08	- 2,891.70	5,870.10
Mobile PS Pro eCitations Annual Subscription Fee	5	103.08	- 170.10	345.30
Mobile PS Pro Mapping Annual Subscription Fee	85	214.03	- 0.00	18,192.55
Mobile PS Pro Mapping Annual Subscription Fee	5	214.03	- 0.00	1,070.15
Mobile PS Pro Mapping Annual Subscription Fee	17	214.03	- 0.00	3,638.51
Mobile PS Pro NCIC Annual Subscription Fee	85	0.00	- 0.00	0.00
Mobile PS Pro NCIC Annual Subscription Fee	5	0.00	- 0.00	0.00
Mobile PS Pro Records Annual Subscription Fee	85	279.78	- 7,848.05	15,933.25
Mobile PS Pro Records Annual Subscription Fee	5	279.78	- 461.65	937.25
			Software Subtotal	89,803.12 USD
			Discount	- 18,723.53 USD
			Software Total	71,079.59 USD

PERSONNEL

PRODUCT NAME	QUANTITY	UNIT PRICE	DISCOUNT	TOTAL
Personnel PS Pro Advanced (Agency Site License) Annual Subscription Fee	1	783.89	- 258.68	525.21
Personnel PS Pro Advanced (Agency Site License) Annual Subscription Fee	1	623.73	- 205.83	417.90
Personnel PS Pro Core (Agency Site License) Annual Subscription Fee	1	0.00	- 0.00	0.00

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Personnel PS Pro Core (Agency Site License) Annual Subscription Fee	1	0.00	- 0.00	0.00
Personnel PS Pro Core (Agency Site License) Annual Subscription Fee	1	0.00	- 0.00	0.00
Personnel PS Pro Core Annual Subscription Fee	1	0.00	- 0.00	0.00
			Software Subtotal	1,407.62 USD
			Discount	- 464.51 USD
			Software Total	943.11 USD

RMS

PRODUCT NAME	QUANTITY	UNIT PRICE	DISCOUNT	TOTAL
Field Training Online (Stand-Alone)– Annual Subscription Fee	1	7,500.00	- 2,475.00	5,025.00
Records PS Pro Accident Reporting Annual Subscription Fee	1	1,473.00	- 486.09	986.91
Records PS Pro Accident Reporting State-Specific Form Annual Subscription Fee	1	1,473.00	- 486.09	986.91
Records PS Pro Advanced (Agency Site License) Annual Subscription Fee	1	5,006.50	- 1,652.14	3,354.36
Records PS Pro Advanced (Agency Site License) Annual Subscription Fee	1	176.70	- 58.31	118.39
Records PS Pro Core (Agency Site License) Annual Subscription Fee	1	15,019.50	- 4,956.43	10,063.07
Records PS Pro Core (Agency Site License) Annual Subscription Fee	1	530.10	- 174.93	355.17
Records PS Pro Core Annual Subscription Fee	1	2,209.00	- 728.97	1,480.03
Records PS Pro eCitations Annual Subscription Fee	1	1,473.00	- 486.09	986.91
Records PS Pro eCitations State-Specific Form Annual Subscription Fee	1	1,473.00	- 486.09	986.91
Records PS Pro MO Crime Reporting (MIBRS) Interface Annual Subscription Fee	1	0.00	- 0.00	0.00
Records PS Pro MO STARS Interface (Export) Annual Subscription Fee	1	2,651.00	- 874.83	1,776.17
Records PS Pro NDEx Adapter (IA IEPD) Annual Subscription Fee	1	0.00	- 0.00	0.00
Records PS Pro ShowMe Courts eCites Interface (Export) Annual Subscription Fee	1	2,651.00	- 874.83	1,776.17
			Software Subtotal	41,635.80 USD

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Discount	- 13,739.80 USD
Software Total	27,896.00 USD

SUITE

PRODUCT NAME	QUANTITY	UNIT PRICE	DISCOUNT	TOTAL
Community Data Platform Annual Subscription Fee	1	0.00	- 0.00	0.00
Community Data Platform Annual Subscription Fee	1	0.00	- 0.00	0.00
Portal PS Pro Attorney Case View Annual Subscription Fee	1	1,606.74	- 530.22	1,076.52
Portal PS Pro Community Involvement Pack Annual Subscription Fee	1	1,606.74	- 530.22	1,076.52
Portal PS Pro Remote CFS View Pack Annual Subscription Fee	1	1,606.74	- 530.22	1,076.52
PS Pro Additional Agency MULES/NCIC Interface Annual Subscription Fee	1	232.76	- 0.00	232.76
PS Pro MULES/NCIC Interface (Basic Queries) Annual Subscription Fee	1	4,267.18	- 0.00	4,267.18
PS Pro MULES/NCIC Interface (Criminal History) Annual Subscription Fee	1	387.93	- 0.00	387.93
PS Pro MULES/NCIC Interface (Warrants) Annual Subscription Fee	1	3,103.40	- 0.00	3,103.40
PS Pro Reporting Core Annual Subscription Fee	1	0.00	- 0.00	0.00
PS Pro Reporting Universal Interface Engine Annual Subscription Fee	1	0.00	- 0.00	0.00
PS Pro Time Synchronization Interface Annual Subscription Fee	1	0.00	- 0.00	0.00
Public Safety Citizen Reporting Annual Subscription Fee	1	5,000.00	- 0.00	5,000.00

Software Subtotal	17,811.49 USD
Discount	- 1,590.66 USD
Software Total	16,220.83 USD

DEMS

PRODUCT NAME	QUANTITY	UNIT PRICE	TOTAL
CentralSquare DEMS Annual Subscription Fee	1	16,650.00	16,650.00

Software Total	16,650.00 USD

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SOFTWARE SUMMARY

Software Subtotal	277,142.15 USD
Software Discount	- 60,086.76 USD
Software Total	**217,055.39 USD**

WHAT SERVICES ARE INCLUDED?

SERVICES

DESCRIPTION	TOTAL
Data Conversion - OMNIGO - Citations	21,840.00
Data Conversion - ONESolution - Admin	5,850.00
Data Conversion - ONESolution - CAD	7,800.00
Data Conversion - ONESolution - JMS	21,450.00
Data Conversion - ONESolution - Personnel	7,800.00
Data Conversion - ONESolution - RMS	17,550.00
Public Safety Consulting Services - CDP	1,950.00
Public Safety Consulting Services - Fixed Fee	58,890.00
Public Safety GIS/Analytics Services - Fixed Fee	7,800.00
Public Safety Project Management Services - Fixed Fee	51,870.00
Public Safety Technical Services - Fixed Fee	7,800.00
Public Safety Training Services - Fixed Fee	36,075.00
Services Subtotal	246,675.00 USD
Discount	- 25,300.00 USD
Services Total	221,375.00 USD

SERVICES SUMMARY

Services Subtotal	246,675.00 USD
Services Discount	- 25,300.00 USD
Services Total	**221,375.00 USD**

QUOTE SUMMARY

Software Subtotal	277,142.15 USD
Services Subtotal	246,675.00 USD
Quote Subtotal	523,817.15 USD
Discount	- 85,386.76 USD

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Quote Total	**438,430.39 USD**

WHAT ARE THE RECURRING FEES?

TYPE	AMOUNT
FIRST YEAR MAINTENANCE TOTAL	0.00
FIRST YEAR SUBSCRIPTION TOTAL	217,055.39

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Exhibit C: Payment Schedule

The total amount of this contract is **$438,430.39**.

Customer must pay all applicable support fees for its existing ONESolution system up to the date of Go Live for the CentralSquare software in order to receive the upgrade discount.

The amounts due under this contract are as follows:

Upon contract execution	50% of services
Completion of BPR	30% of services
Go Live	20% of services
Annual Subscription (due upon Go Live)	100%

CentralSquare shall deliver to Customer an invoice: (a) within thirty (30) days of completion of the corresponding milestone as evidenced above; and (b) thirty (30) days prior to each Anniversary Date for each annual Subscription Fee. All payments are due within thirty (30) days of receipt of any invoice. In the event of a disputed invoice, Customer shall pay the entire non-disputed portion of any such invoice.

All amounts due and payable to CentralSquare hereunder shall, if not paid when due, bear a late charge in accordance with Section 3.5 of this Agreement. After the fourth anniversary of Go Live, the annual subscription fee shall increase by an amount not to exceed 5%.

If, during a Term or Renewal Term (as defined in Section 6.0 of the Agreement), Customer elects to adjust its licensed CAD positions, including an increase or decrease in quantities, such change shall be processed as a Change Order or other similar amendment to the Agreement, and upon written approval by both parties, will result in a corresponding increase or decrease in the annual subscription fee(s) due under the Payment Terms of the Agreement.

The remittance address for payments only is:
CentralSquare Technologies
12709 Collection Center Drive
Chicago, IL 60693

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Exhibit D: Support Addendum

1.0 Term

Support will be provided in accordance with this Support Addendum for the Term of the Agreement so long as all Subscription Fees are current and paid in full.

2.0 Software Updates

While this Agreement remains in full force and effect, CentralSquare will maintain the Software by providing software updates and/or enhancements to Customer. All software updates provided to Customer by CentralSquare pursuant to the terms of this Agreement shall be subject to the terms and conditions of Section 2.0 License of this Agreement.

CentralSquare will install software updates remotely. Customer is responsible for guaranteeing that sufficient, capable personnel that possess the appropriate technology skills and public safety knowledge are available during the maintenance window. All updates will occur during normal business hours. Normal business hours are defined as: 08:00-17:00 CT. Software updates are offered in the following time slots: 08:00-10:00 CST, 10:00-12:00 CST, 13:00-15:00 CST. CentralSquare Technologies will work with the Customer to schedule an agreeable time to occur during these time slots.

2.1 Included Updates

Updates will be provided on an as-available basis and include the items listed below:

1. Bug fixes;
2. Enhancements to products provided under this Agreement;

2.2 Not-Included Updates

Updates do not include:

1. Platform extensions including product extensions to different platforms (premise, hosted, cloud), different windowing system platforms, or different operating system platforms
2. New functions such as new modules, interfaces, components, products, or applications.

3.0 Hardware Updates

Server Hardware updates consist of different types of hardware changes ranging from hardware replacement (such as replacing a hard disk), to hardware additions and hardware updates. Server Hardware updates require physical access to the servers. Customer is responsible for guaranteeing that sufficient, capable personnel that possess the appropriate technology skills and public safety knowledge are available during the maintenance window. All updates will occur during normal business hours. Normal business hours are defined as: 08:00-17:00 CT. Hardware updates are offered in the following time slots: 08:00-10:00 CST, 10:00-12:00 CST, 13:00-15:00 CST. CentralSquare Technologies will work with the Customer to schedule an agreeable time to occur during these time slots.

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4.0 Support

4.1 General Support

CentralSquare shall provide phone and email support for the Software licensed under this Agreement and shall maintain a support center database to track any reported issues. Customer is required to accept and maintain updates to a supported version of the application(s) in order to maintain access to support services. No support will be provided for Software more than two versions back from the most recently released version.

Support does not include custom programming services or training.

Support is available 24 hours a day, seven days a week for CentralSquare Suite customers.

4.2 Remote Support

The BeyondTrust/Bomgar and/or SecureLink remote support solutions shall be the method of remote access to customer systems and/or data. These solutions meet all requirements as contained in Section 5.5.6 of the FBI CJIS Security Policy (Remote Access). Use of either of these solutions enable customer agencies to remain CJIS compliant for purposes of FBI and/or state regulatory agency audits.

VPN usage to connect to customer environments is prohibited. If previously contractually mandated, all costs associated with CentralSquare's use of any technological device to mitigate against the risk of such connection shall be the responsibility of Customer. This includes but is not limited to jumpboxes, virtual machines, etc. Any access to Customer's system and/or data shall be through the use of CentralSquare's unique user SSO credentials, and all such access must be capable of being logged in accordance with FBI CJIS Security Policy.

4.3 GIS Data Maintenance

GIS data updates and maintenance are defined as changes to the GIS data based on actual additions or changes to points (e.g. addresses), lines (e.g. roads), or layers (e.g. Emergency Service Zones) that occur after the date of the software install.

CentralSquare will provide one (1) GIS update per month as part of this contract.

4.4 Server Hardware Maintenance

CentralSquare will maintain the Server Hardware necessary to host the Software. This does not include any hardware except the CentralSquare Technologies' supplied Server Hardware. "Server Hardware Maintenance" is defined as ensuring the operating system and/or applications as installed are current and up to date.

A standby server is available for purchase by customer. This server replicates the production environment and is available to the customer for use in the event of a hardware and/or software failure of the production server. The training server is similar to the production server but it is not a mirror image of same. The training server cannot be utilized as a production server or other means to support the agency with respect to the Pro application and/or interfaces thereto in the event of a hardware failure of the production server.

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In the event of a hardware and/or software failure, if the customer does not purchase a standby server, the customer acknowledges that the customer will be down for an extended period of time which could include, but not be limited to, an extended period of time while replacement hardware and/or software is attained and/or configured for use.

4.5 Customer Responsibilities

4.5.1 *Access to Premises*

Customer shall provide CentralSquare with reasonable and timely access to the sites and personnel necessary for CentralSquare to perform its obligations under this Agreement.

4.5.2 *CentralSquare Server Access*

Customer will ensure that all CentralSquare Server Hardware are directly network accessible to CentralSquare at all times via SSH. There shall be no additional authorization or equipment required except as requested by CentralSquare. The persistent SSH secured service connection is mandatory and necessary for the proper functionality of the managed server component and/or the Pro application by the CentralSquare Technologies DevOps team. This connection is only utilized by CentralSquare Technologies' CJIS-compliant employees for purposes that include but are not limited to, contractually mandated backups, installation of major and minor software releases and/or execution of the managed service component of the Agreement.

4.5.3 *Network Configuration Notification Requirements*

Customer shall notify CentralSquare regarding all updates to Customer's network configuration, firewall changes, and IP address updates with a minimum twenty-four (24) hour notice prior to implementation of such changes.

4.5.4 *System Administrator*

Customer is responsible for naming one or more System Administrators to serve as a primary point of contact between Customer and CentralSquare. At least one System Administrator must be available at all times. Customer will ensure that the System Administrators possesses the appropriate technology and public safety knowledge and skills to perform this role sufficiently.

4.5.5 *Security*

Customer is responsible for providing all physical security. The customer is responsible for securing their network.

4.5.6 *System Updates*

Customer shall work in good faith to allow CentralSquare to install System updates as requested by CentralSquare.

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CentralSquare Technologies, LLC
1000 Business Center Drive
Lake Mary, FL 32746
www.centralsquare.com

SOFTWARE SUBSCRIPTION AGREEMENT

FOR

CITY OF JOPLIN, MISSOURI

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This Software Subscription Agreement (the “Agreement”) effective as of the last date shown on the signature block below (the "Effective Date"), is entered into between CentralSquare Technologies, LLC, ("CentralSquare") with offices at 1000 Business Center Drive, Lake Mary, FL 32746, and City of Joplin, Missouri (“Customer”), located at 602 South Main Street. Customer and CentralSquare may also be referred to herein individually as a “Party” or collectively as the “Parties”.

WHEREAS, The Customer wishes to purchase and CentralSquare desires to license to Customer the software described in Exhibit A.

Now, therefore, in consideration of the terms, promises, mutual covenants and conditions contained in this Agreement, Customer and CentralSquare agree as follows:

1.0 Exhibits and Order of Precedence

The following Exhibits are incorporated into this Agreement:

1. Exhibit A: Pricing Detail
2. Exhibit B: Payment Schedule
3. Exhibit C: Software Technical Support
4. Exhibit D: Statement of Work

In the event of any inconsistency among the various documents that comprise this Agreement, the order of precedence shall be as follows: (i) the Agreement, followed by (ii) the Exhibits to the Agreement in the order in which they appear.

1.1 Entire Agreement

This Agreement, and any Exhibits specifically incorporated herein by reference, constitutes the entire agreement between the Parties with respect to the subject matter. These documents supersede and merge all previous proposals of sale, communications, representations, understandings and agreements, whether oral or written, between the Parties with respect to the subject hereof.

This Agreement may not be modified except by a writing subscribed to by authorized representatives of both Parties.

2.0 Definitions

(a) **Anniversary Date:** means the annually reoccurring date of this Agreement's Effective Date.

(b) **Documentation**: All written, electronic, or recorded end user and system administrator

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documentation and functional descriptions therein that describe the uses, features, and functional capabilities of the System, and that are published or provided to Customer by CentralSquare.

(c) **Executable Object Code**: Software code which has been compiled for use by the computer and is no longer directly readable or modifiable by humans.

(d) **Execution of Agreement**: Date Agreement is signed by all enumerated Parties.

(e) **Hardware**: All hardware, equipment, and other tangible non-Software items supplied to Customer by CentralSquare under this Agreement. For the sake of clarity, Server Hardware shall mean Hardware listed as "Server Hardware" in *Exhibit A: Pricing Detail*.

(f) **Go Live**: The use of the System as a live, non-test-bed system. This can be exhibited by events such as the completion of the first real-world booking, the taking of the first real-world call for service, the entry of the first real-world case report, or a similar event dealing with real-world use.

(g) **Software**: Any computer programs in object code form and any updates, enhancements, modifications, revisions, additions, replacements or conversions thereof owned by CentralSquare and set forth or identified in *Exhibit A: Pricing Detail* or subsequently licensed to Customer. Software specifically excludes any Third-Party Software.

(h) **Services**: All project management, training, data conversion, and other services to be provided by CentralSquare under this Agreement.

(i) **SSH**: Secure Shell. A cryptographic protocol for securing data which it transmitted over an insecure network.

(j) **Subscription Fee:** The total subscription fee of the items as specified in *Exhibit A: Pricing Detail*, including, as applicable, equipment, software licenses, and services, acquired under this Agreement, and if included as a line item in *Exhibit A*, any applicable sales, use, value added, or other such governmental charges.

(k) **System**: The collective whole of all Software, Hardware, and Services to be purchased, developed, licensed, supplied, installed, configured, or implemented by CentralSquare under this Agreement.

(l) **Third-Party Software**: Any software to be supplied by CentralSquare under this agreement that is purchased or licensed from any source external to CentralSquare for use with or integration into the System.

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3.0 Subscription

3.1 Grant of Access

In consideration of Customer's payment of the subscription fees set forth in *Exhibit A: Pricing Detail*, and subject to the terms and conditions set forth herein, CentralSquare hereby grants to Customer, and Customer accepts, a, non-transferable and non-exclusive access to use certain CentralSquare software (the "Software") identified in *Exhibit A: Pricing Detail* only for Customer's own business purposes in object code format so long as Annual Subscription Fees are paid and current.

3.2 Copies and Modifications

Customer may make a copy of the Software solely for backup or archival purposes. No CentralSquare identifying marks, copyright or proprietary right notices may be deleted from any copies of the Software made by Customer. Customer shall not decompile, or create by reverse engineering or otherwise, the source code from the object code supplied hereunder or adapt the Software in any way or use it to create a derivative work. CentralSquare shall not be responsible in any way for Software performance if the Software has been modified, except as modified by CentralSquare.

3.3 Restrictions on Usage

Customer shall not allow any party, other than CentralSquare, to add, update, or delete database records or file system objects directly to or on the server or database except as provided for in the CentralSquare Documentation.

Customer shall not access any Server Hardware except as provided in the CentralSquare Documentation or cause any software except the Software provided under this Agreement to be installed on or executed on the Server Hardware.

3.4 Infringement

CentralSquare will at its expense defend against any claim, action or proceeding by a third-party ("Action" herein) for infringement by the CentralSquare Software of copyright or trade secrets, provided that Customer immediately notifies CentralSquare in writing of such Action and cooperates fully with CentralSquare and its legal counsel in the defense thereof. CentralSquare may in its discretion (i) contest, (ii) settle, (iii) procure for Customer the right to continue using the CentralSquare Software, or (iv) modify or replace the CentralSquare Software so that it no longer infringes (as long as the functionality and performance described in the Specifications substantially remains following such modification or replacement). Customer may participate in the defense of such Action at its own expense. If CentralSquare concludes in its sole judgment that none of the foregoing options are commercially reasonable, and Customer's use of the CentralSquare Software is permanently enjoined as a result of a judgment of a court of competent

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jurisdiction in such Action, then CentralSquare will return to Customer the fee(s) paid by Customer under this Agreement less a prorated portion of said fee(s) for Customer's use of the CentralSquare Software in this Agreement shall terminate. In addition, in the event such Action results in a money judgment against Customer which does not arise, wholly or in part, from the actions or omissions of Customer, its officers, directors, employees, contractors, agents, or elected officials, or a third-party, CentralSquare will, subject to Section 9.0 herein, indemnify Customer therefrom.

Notwithstanding the above, CentralSquare shall have no duty under this Section 3.4 with respect to any claim, action or proceeding arising from or related to infringements (i) by third-party Software, including operating system software, or hardware, (ii) arising out of modifications to the CentralSquare Software and/or Documentation not made by CentralSquare, (iii) resulting from use of the CentralSquare Software to practice any method or process which does not occur wholly within the CentralSquare Software, or (iv) resulting from modifications to the CentralSquare Software or Documentation prepared pursuant to specifications or other material furnished by or on behalf of Customer. This Section 3.4 states the entire obligation of CentralSquare regarding infringement of intellectual property rights and will survive the termination of this Agreement.

4.0 Term and Termination

4.1 Initial Term

The initial term of this Agreement shall be for one (1) year. The Initial Term includes Installation and related Services described in *Exhibit D: Statement of Work*.

4.2 Renewal

At the conclusion of the Initial Term, this Agreement shall automatically renew for successive one (1) year terms (each a "Renewal Term"), unless Customer notifies CentralSquare in writing of its decision not to renew at least thirty (30) days prior to the end of the Initial Term or any Renewal Term. (The Initial Term and any Renewal Term collectively are referred to herein as the "Term".). This Agreement will renew pursuant to Section 5.3 at an Annual Subscription Fee increase of 5%.

4.3 Termination

4.3.1 By CentralSquare for Cause

In addition to various other express rights of CentralSquare to terminate this Agreement set forth herein, CentralSquare shall also have the right to terminate this Agreement upon thirty (30) day's prior written notice and cancel any unfulfilled portion of it by written notice to Customer due to Customer's failure to comply with any material terms or conditions of this Agreement, or in other cases if: (i) Customer becomes bankrupt or insolvent or enters into any arrangement or

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composition with its creditors or if a receiver is appointed to direct the business of Customer, or (ii) Customer sells or assigns its rights, duties or obligations under this Agreement to any person or entity, in whole or in part, whether by assignment, merger, transfer or assets, sale of stock, operation of law or otherwise, without the express written permission of CentralSquare or (iii) upon Customer's breach of the use or confidentiality and nondisclosure provisions contained herein, or (iv) upon a violation of CentralSquare's proprietary rights hereunder. The termination of this Agreement shall automatically terminate and extinguish the right to use CentralSquare Software.

4.3.2 By Customer for Cause

Customer may terminate this Agreement for cause based upon the failure of CentralSquare to comply with any material terms and/or conditions of the Agreement, provided that Customer shall give CentralSquare thirty (30) days' written notice specifying CentralSquare's failure. If within thirty (30) days after receipt of such notice, CentralSquare shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then Customer may, at its option, place CentralSquare in default and the Agreement shall terminate on the date specified in such notice.

4.3.3 Termination without Cause

Either party may terminate this Agreement, without cause, upon no less than one hundred eighty (180) days written notice to the other party. Provided that notice of termination has not been provided, on or before the expiration of the then current term, and at each annual anniversary thereof, CentralSquare shall provide to Customer a Renewal Notice for signature. CentralSquare reserves the right to change the terms and conditions upon which Software Support shall be offered for renewal terms, subject to written notice to Customer.

5.0 Delivery, Subscription and Support Fees, Payments, Taxes, and Third-Party Costs

5.1 Delivery of Software to Customer

The Software shall be delivered in executable object code form only. CentralSquare shall initially deliver and install copies of the Software as set forth in *Exhibit D: Statement of Work*, in the quantities set forth in *Exhibit A: Pricing Detail.* Except as stated in *Exhibit C: Support Addendum*, CentralSquare shall not be responsible for providing any updates, enhancements, modifications, revisions, additions, replacements, conversions or maintenance to the Software.

5.2 Delivery of Services to Customer

CentralSquare will provide Services as set forth in *Exhibit A: Pricing Detail* and *Exhibit D: Statement of Work*.

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5.3 Subscription and Support Fee(s)

Annual Subscription Fees to be paid by Customer for the initial term of this Agreement are established based on the software subscription(s) purchased. The Annual Subscription Fee for the first renewal term shall be the amount specified in *Exhibit A: Pricing Detail* hereto, subject to the adjustments as described below.

Unless otherwise terminated as provided herein, CentralSquare shall notify Customer, prior to the end of the current term, of the Annual Subscription Fees for any renewal term. Unless otherwise agreed in writing, Annual Subscription Fees shall be due on or before the commencement of each term and are due for all Software applications and modules. Annual Subscription Fees for the first renewal term and all renewals thereafter shall be subject to increase on an annual basis at a rate of 5%. Additional subscriptions purchased by Customer during any Term will result in additional Annual Subscription Fees which shall be prorated to be coterminous with Customer's then current Term.

Subscription Fees do not include travel, food or lodging expenses incurred by CentralSquare for services provided at Customer's site or other locations remote from CentralSquare's principal place of business. Such reasonable expenses shall be paid by Customer on receipt of CentralSquare's invoice for such reasonable expenses. Travel costs submitted for reimbursement will be actual costs.

5.4 Payments

If Customer ceases to keep in force the Agreement, any resumption shall be subject to payment by Customer of all past unpaid fees for previous years in addition to the fee for the current year. Payment of applicable fees for any additional services required to bring Customer's system current, which fees shall be charged at CentralSquare's then current rates for such services, shall also be the responsibility of the Customer. Customer acknowledges and agrees that the preceding clause is reasonable in light of the fact that the expenses incurred and resources devoted by CentralSquare to further development, enhancement and support of the CentralSquare Software must be spread over CentralSquare's Customer base and fairly shared by all CentralSquare Software users.

All amounts due and payable to CentralSquare hereunder shall, if not paid when due, bear a late charge equal to one and one-half percent (1-1/2 %) per month, or the highest rate permitted by law, whichever is less, from thirty (30) days after their due date until paid. Failure to pay annual fees when due may result in a notice of termination in accordance with Section 4.3.

Remittance Address for Payments Only:
CentralSquare Technologies, LLC
12709 Collection Center Drive
Chicago, IL 60693

Payments may be made by check; wire transfer; or Automated Clearing House ("ACH").

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CentralSquare will provide banking information if Customer requests to pay by wire transfer or ACH.

5.5 Taxes

Except for taxes for which Customer provides CentralSquare with written certification of its tax-exempt status, if CentralSquare is required to collect or pay sales, use, property, value-added, or other such taxes based on the software or services provided under this Agreement, and/or Customer's use thereof, then such taxes shall be invoiced to and paid by Customer on receipt of such invoice.

5.6 Third-Party Costs

Except as expressly agreed herein, CentralSquare assumes no responsibility for any third-party costs related to implementation of the System. This includes, but is not limited to, any third-party costs associated with the implementation of Interfaces as defined in *Exhibit D: Statement of Work*.

Other components (hardware and/or software, collectively "third-party Components") may be desired for use with the System. CentralSquare assumes no responsibility under this Agreement for obtaining and/or supporting any third-party Components except as expressly agreed herein. This includes, but is not limited to, networking equipment, workstations, servers for third-party systems, mobile networking equipment, and mobile workstations, laptops, or tablets.

6.0 Rights and Obligations

6.1 Proprietary Rights

CentralSquare represents that it is the owner of or otherwise has the rights to the Software and that it has the right to grant the use. CentralSquare retains title to the Software and its associated Documentation, including, without limitation, all copies and audiovisual aspects thereof and all rights to patents, copyrights, trademarks, trade secrets and other intellectual property rights inherent therein and appurtenant thereto. Customer shall not, by virtue of this Agreement or otherwise, acquire any proprietary rights whatsoever in the Software or its associated Documentation, which shall be confidential information of CentralSquare and the sole and exclusive property of CentralSquare. CentralSquare hereby expressly reserves any right not expressly granted to Customer by this Agreement. No identifying marks, copyright or proprietary right notices may be deleted from any copy of the Software provided to or made by Customer. All right and title to any third-party software provided by CentralSquare under this Agreement shall remain with the applicable vendor thereof. Nothing in this Agreement shall be construed as conveying title in the Software, its associated Documentation, or any third-party software to Customer.

6.2 Trademarks and Trade Names

Any and all trademarks and trade names, which CentralSquare uses in connection with the

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Software access granted hereunder, are and shall remain the exclusive property of CentralSquare. Nothing contained in this Agreement shall be deemed to give Customer any right, title or interest in any trademark or trade name of CentralSquare.

6.3 Confidentiality

Except as otherwise provided in this Agreement, Customer shall not sell, transfer, publish, disclose or otherwise make available any portion of the Software or its associated Documentation to others. Customer shall use its reasonable best efforts to cooperate with and assist CentralSquare in identifying and preventing any unauthorized use, copying or disclosure of the Software or any portion thereof or any of the algorithms or logic contained therein or any other deliverables.

6.3.1 CentralSquare agrees to maintain Customer's confidential business information and confidential data, including patient identifying data, to which CentralSquare gains access in confidence and to not disclose such information except as required to perform hereunder or as required by law. Customer will use reasonable efforts to identify or designate information or data as confidential at or within five (5) business days of disclosure. Notwithstanding the above, CentralSquare shall own the copyrights, trade secrets, patent rights and other proprietary rights in and may use without restriction knowledge, information, ideas, methods, know-how, and copyrightable expression learned or acquired (including without limitation any feedback, suggestions, or other information or materials) as a result of or in connection with this Agreement to make modifications and enhancements to the CentralSquare Software or Documentation. Customer shall acquire no intellectual property ownership rights to the CentralSquare Software or Documentation as a result of such use, whether as author, joint author, or otherwise. Confidential information does not include any information which (a) is generally available to the public or becomes generally known to the public through no act or omission of CentralSquare or any violation of confidentiality; (b) is disclosed to CentralSquare by third parties without breach of confidentiality obligations; (c) is already in the lawful or rightful possession of CentralSquare prior to receipt of the confidential information or (d) is developed independently by CentralSquare without use of the confidential information.

6.3.1.1 CentralSquare maintains a security program for managing access to customer data – particularly HIPAA and CJIS information ("Security Approved Personnel"). This includes 1) a pre-employment background check; 2) security training required by Federal CJIS regulations; and 3) criminal background checks/fingerprints required by Federal or State regulations. CentralSquare will work with the Customer to provide reasonably required documentation (such as the CJIS Security Addendum Certification form and VPN documents).

6.3.1.2 If required by the Customer, CentralSquare will provide paper fingerprint cards for such Security Approved personnel with the fingerprinting performed in the state of the CentralSquare staff's job assignment. If the Customer requires fingerprints submitted in a form other than paper prints (such as Live Scan) or that such fingerprints be performed at the

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Customer's site, the Customer will reimburse CentralSquare for the cost of CentralSquare Security Approved Personnel traveling to the Customer's site or for a vendor (such as Live Scan) to travel to the applicable CentralSquare office location. This provision will apply during the installation of the Project and for the duration of the Customer's Support Addendum.

6.4 Non-Confidential Information

Confidentiality obligations of the Parties shall not extend to information that:

(a) is, as of the time of its disclosure, or thereafter becomes part of the public domain through a source other than the receiving party;

(b) was known to the receiving party at the time of its disclosure and such knowledge can be proven by documentation;

(c) is independently developed by the receiving party;

(d) is subsequently learned from a third-party not under a confidentiality obligation to the providing party; or

(e) is required to be disclosed pursuant to court order, subpoena, or government authority, whereupon the receiving party shall provide notice to the other party prior to such disclosure.

7.0 Warranties

7.1 Software Warranties

CentralSquare warrants that: (i) it owns or otherwise has the rights in the Software and has the right to license the Software as described in this Agreement.

7.2 Wireless Service Limitations

Problems in the CentralSquare software or transmission of data caused by wireless services, including cell phone carriers, cell phone devices and operating systems, and any personal settings on the devices are not warranted by CentralSquare, or covered under the terms of this Agreement. The Customer's use of services provided by wireless service providers or carrier, or transmission of data from cell phone carriers, cell phones and operating systems, and the security, privacy, or accuracy of any data provided via such services is at the Customer's sole risk.

7.3 Hardware and Third-Party Software Warranties

CentralSquare warrants that, at the time of delivery, the Hardware will be new and unused. In addition, CentralSquare warrants that upon payment of the applicable fees, Customer will acquire good and clear title to the Hardware, free and clear of all liens and encumbrances.

All Hardware and Third-Party Software warranties provided by the manufacturer will be passed through to Customer. CentralSquare will be solely responsible for processing and managing

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of all Hardware and Third-Party Software warranty claims that may be necessary during the term of this Agreement. **CENTRALSQUARE EXPRESSLY DISCLAIMS, AND CUSTOMER HEREBY EXPRESSLY WAIVES, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

8.0 Insurance Provision

CentralSquare, at all times during the term of this Agreement, shall obtain and maintain in force insurance coverage of the types and with the limits as follows:

(a) Commercial General Liability Insurance: Commercial general liability insurance with a limit of $1,000,000 for each occurrence; $2,000,000 in the aggregate.

(b) Professional Liability Insurance: Professional liability insurance with a limit of $5,000,000 each claim; $5,000,000 in the aggregate.

(c) Business Automobile Liability Insurance: Business automobile liability insurance or equivalent form with a limit of not less than $1,000,000 for each accident. Such insurance shall include coverage for owned, hired and non-owned vehicles.

At Customer's request, CentralSquare shall provide properly executed Certificates of Insurance which shall clearly evidence all insurance required in this Agreement.

9.0 Indemnification and Limitation of Liability

CENTRALSQUARE SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS CUSTOMER FROM ANY AND ALL CLAIMS, LAWSUITS OR LIABILITY, INCLUDING ATTORNEYS' FEES AND COSTS, ALLEGEDLY ARISING OUT OF, IN CONNECTION WITH, OR INCIDENT TO ANY LOSS, DAMAGE OR INJURY TO PERSONS OR PROPERTY OR ARISING FROM A WRONGFUL OR NEGLIGENT ACT, ERROR OR OMISSION OF CENTRALSQUARE, ITS EMPLOYEES, AGENTS, CONTRACTORS, OR ANY SUBCONTRACTOR AS A RESULT OF CENTRALSQUARE'S OR ANY SUBCONTRACTOR'S PERFORMANCE PURSUANT TO THIS AGREEMENT; HOWEVER, CENTRALSQUARE SHALL NOT BE REQUIRED TO INDEMNIFY CUSTOMER FOR ANY CLAIMS OR ACTIONS CAUSED TO THE EXTENT OF THE NEGLIGENCE OR WRONGFUL ACT OF CUSTOMER, ITS EMPLOYEES, AGENTS, OR CONTRACTORS. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE FOREGOING, IF A CLAIM, LAWSUIT OR LIABILITY RESULTS FROM OR IS CONTRIBUTED TO BY THE ACTIONS OR OMISSIONS OF CUSTOMER, OR ITS EMPLOYEES, AGENTS OR CONTRACTORS, CENTRALSQUARE'S OBLIGATIONS UNDER THIS PROVISION SHALL BE REDUCED TO THE EXTENT OF SUCH ACTIONS OR OMISSIONS BASED UPON THE PRINCIPLE OF COMPARATIVE FAULT.

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NOTWITHSTANDING THE FOREGOING, THE AGGREGATE LIABILITY OF CENTRALSQUARE FOR ANY REASON AND UPON ANY CAUSE OF ACTION OF CLAIM, INCLUDING, WITHOUT LIMITATION, CENTRALSQUARE'S OBLIGATION TO INDEMNIFY AND HOLD HARMLESS UNDER THIS AGREEMENT, SHALL BE LIMITED TO DIRECT DAMAGES WHICH SHALL NOT EXCEED (I) THE CONTRACT PRICE; OR (II) IN THE CASE OF BODILY INJURY, PERSONAL INJURY, OR PROPERTY DAMAGE FOR WHICH DEFENSE AND INDEMNITY COVERAGE IS PROVIDED BY CENTRALSQUARE'S INSURANCE CARRIER, THE COVERAGE LIMITS OF SUCH INSURANCE.

IN NO EVENT SHALL CENTRALSQUARE, ITS SUBCONTRACTORS OR SUPPLIERS BE LIABLE WHETHER IN CONTRACT OR IN TORT FOR LOST PROFITS, LOST SAVINGS, LOST DATA, LOST OR DAMAGED SOFTWARE, OR ANY OTHER CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING OUT OF, OR OTHERWISE RELATED TO THIS AGREEMENT, REGARDLESS OF WHETHER CENTRALSQUARE HAS NOTICE OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE.

10.0 Miscellaneous

10.1 Force Majeure

Neither party shall be liable to the other for any delay or failure to perform any of the services or obligations set forth in this Agreement due to causes beyond its reasonable control. Performance times shall be considered extended for a period of time equivalent to the time lost because of such delay.

10.2 Governing Law

This Agreement and performance hereunder shall be governed by the law of the State of Missouri, without giving effect to the principles of conflict of law of such state or international treaties.

10.3 Forum Selection

The Parties hereby submit to the exclusive jurisdiction and venue of the Circuit Court of Jasper County, Missouri with respect to any action between the Parties relating to this Agreement.

10.4 Assignment

Neither this Agreement nor any rights or obligations hereunder shall be assigned or otherwise transferred by either Party without the prior written consent of the other Party, which consent will not be unreasonably withheld; provided however, that in the event of a merger or acquisition of all or substantially all of CentralSquare's assets, CentralSquare may assign this Agreement to an

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entity ready, willing and able to perform CentralSquare's executory obligations hereunder, as evidenced by an express written assumption of the obligations hereunder by the assignee.

10.5 Notice

Any notice provided pursuant to this Agreement, if specified to be in writing, shall be in writing and shall be deemed given (i) if by hand delivery, upon receipt hereof; (ii) if mailed, 7 days after deposit in the U.S. mails, postage prepaid, certified mail, return receipt requested. All notices shall be addressed to the Parties at the addresses set forth on the first page hereof.

10.6 Survival

All provisions of this Agreement relating to proprietary rights, confidentiality, non-disclosure and to payment of fees by Customer shall survive the termination of this Agreement.

10.7 No Waiver

The waiver or failure of either party to exercise any right in any respect provided for herein shall not be deemed a waiver of any further right hereunder.

10.8 Enforceability

If for any reason a court of competent jurisdiction finds any provision of this Agreement, or portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to affect the intent of the Parties, and the remainder of this Agreement shall continue in full force and effect.

10.9 Remedies

Unless otherwise specified herein, the rights and remedies of the Parties set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available at law or in equity.

10.10 Headings

The headings of the sections of this Agreement are inserted for convenience only and shall not constitute a part hereof or affect in any way the meaning or interpretation of this Agreement.

10.11 No Third-Party Beneficiaries

The Parties agree that this Agreement is for the benefit of the Parties hereto and is not intended to confer any rights or benefits on any third-party, and that there are no third-party beneficiaries as to this Agreement or any part or specific provision of this Agreement.

10.12 Limitation of Actions

No action, regardless of form, arising out of or relating to this Agreement or the subject matter hereof may be brought by either party more than two (2) years after the cause of action has initially arisen, with the exception of either Party's breach of its confidentiality or non-disclosure

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obligations herein or Customer's violation of CentralSquare's proprietary rights in the Software or any other software owned or licensed by CentralSquare. Notwithstanding the foregoing, should any applicable Missouri State or federal laws for which the statutes of limitations for such action(s) extend beyond two (2) years, such Missouri State or federal law shall control.

10.13 Non-Discrimination

CentralSquare agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and CentralSquare agrees to abide by the requirements of the Americans with Disabilities Act of 1990. CentralSquare agrees not to discriminate in its employment practices and will render services under this Agreement without regard to race, color, religion, sex, national origin, veteran status, political affiliation, disabilities, or because of an individual's sexual orientation. Any act of discrimination committed by CentralSquare, or failure to comply with these obligations when applicable shall be grounds for termination of this Agreement.

10.14 Cooperative Procurement

The parties agree that CentralSquare may utilize this Agreement to provide products and/or services to any municipality, county, state, non-profit hospital, educational institute, special governmental agency, non-profit corporation performing governmental functions or any other entity allowed to utilize cooperative procurement under law. The parties agree that the Customer, its elected officials, agents and employees or the employees of any elected official shall in no way be responsible for or held liable for any agreement, service, product or expenses arising out of any agreement CentralSquare may enter into with other entities.

10.14 Non-Appropriation

In the event funds are not appropriated and budgeted in any fiscal year for payments due under this Agreement, Customer shall notify CentralSquare of such occurrence and this Agreement shall terminate on the last day of the fiscal year for which the appropriation was made without penalty or expense to Customer of any kind whatsoever. Should Customer terminate the Agreement for such non-appropriation, CentralSquare shall be paid for all undisputed fees and expenses earned up to the date of such termination.

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EACH PARTY'S ACCEPTANCE HEREOF IS EXPRESSLY LIMITED TO THE TERMS OF THIS AGREEMENT, INCLUDING ITS EXHIBITS, AND NO DIFFERENT OR ADDITIONAL TERMS CONTAINED IN ANY PURCHASE ORDER, CONFIRMATION OR OTHER WRITING SHALL HAVE ANY FORCE OR EFFECT UNLESS EXPRESSLY AGREED TO IN WRITING BY THE PARTIES.

CITY OF JOPLIN, MISSOURI	**CENTRALSQUARE TECHNOLOGIES, LLC**
Accepted By (Signature)	Accepted By (Signature)
Printed Name	Printed Name
Title	Title

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EXHIBIT A: Pricing Details

The Pricing and Payment Details for this DEMS Subscription Agreement are included in the main Subscription Fee for City of Joplin, Missouri as set forth under the Pro Software License and Subscription Agreement.

EXHIBIT B : Payment Terms

The payment terms due under this Agreement are as follows:

The Pricing and Payment Details for this DEMS Subscription Agreement are included in the main Subscription Fee pricing for City of Joplin, Missouri as set forth under the Pro Software License and Subscription Agreement.

*The Annual Subscription Fees will be due at Go Live of the Pro Software License and Subscription Agreement. Thereafter, the Annual Subscription Fees shall increase by an amount not to exceed 5% from the prior year and be due on the Anniversary Date.

Exhibit C: SOFTWARE TECHNICAL SUPPORT

This Software Technical Support describes the terms and conditions relating to technical support that CentralSquare will provide to Customer during the Term of the Agreement.

1. **Product Updates and Releases.**

1.1. Updates. From time to time CentralSquare may develop permanent fixes or solutions to known problems or bugs in the Software and incorporate them in a formal "Update" to the Software. If Customer is receiving technical support from CentralSquare on the general release date for an Update, CentralSquare will provide the Customer with the Update and related Documentation.

1.2. Releases. Customer shall promptly agree to install and/or use any Release provided by CentralSquare to avoid or mitigate a performance problem or infringement claim. All modifications, revisions and updates to the Software shall be furnished by means of new Releases of the Software and shall be accompanied by updates to the Documentation whenever CentralSquare determines, in its sole discretion, that such updates are necessary.

2. **Telephone Support & Support Portal.**

2.1. Hours. CentralSquare shall provide to Customer, Monday through Friday, 7:30 A.M. to 8:30 P.M. (Eastern Time) toll-free phone number (877-229-2205), excluding holidays. CentralSquare shall provide to Customer, during the Support Hours, commercially reasonable efforts in solving errors reported by the Customer as well as making available an online support portal. Customer shall provide to CentralSquare reasonably detailed documentation and explanation, together with underlying data, to substantiate errors and to assist CentralSquare in its efforts to diagnose, reproduce and correct the error. This support shall be provided by CentralSquare at Customer location(s) if and when CentralSquare and Customer agree that on-site services are necessary to diagnose or resolve the problem. Customer must provide CentralSquare with such facilities, equipment and support as are reasonably necessary for CentralSquare to perform its obligations under this Amendment, including remote access to the Specified Configuration.

2.2. Urgent and Critical Priority Telephone Assistance after Normal Customer Service Hours. After Normal CentralSquare Customer Service Hours, emergency support for Subscription applications will be answered by our emergency paging service. When connected to the service, the Customer shall provide his or her name, organization name, call-back number where the Customer Service Representative may reach the calling party, and a brief description of the problem (including, if applicable, the information that causes the issue to be a Critical Priority Problem).

3. **Website Support.** Online support is available 24 hours per day, offering Customer the ability to resolve its own problems with access to CentralSquare's most current information. Customer will need to enter its designated username and password to gain access to the technical support areas on CentralSquare's website. CentralSquare's technical support areas allow Customer to: (i) search an up-to-date knowledge base of technical support information, technical tips, and featured functions; and (ii) access answers to frequently asked questions (FAQ).

4. **Exclusions from Technical Support Services.** CentralSquare shall have no support obligations with respect to any third-party hardware or software product ("Nonqualified Product"). If Customer

requests support services for a problem that CentralSquare reasonably believes was caused or exacerbated by a Nonqualified Product, CentralSquare shall provide notice thereof to Customer along with a quoted price for the support services; Customer must approve the incurrence of such charges in writing prior to CentralSquare rendering the services. Customer shall be solely responsible for the compatibility and functioning of Nonqualified Products with the Software.

5. **Customer Responsibilities.** In connection with CentralSquare's provision of technical support as described herein, Customer acknowledges that Customer has the responsibility to do each of the following:

5.1 Provide hardware, operating system and browser software that meets technical specifications, as well as a fast, stable, high speed connection and remote connectivity.

5.2 Maintain the designated computer system and associated peripheral equipment in good working order in accordance with the manufacturers' specifications, and ensure that any problems reported to CentralSquare are not due to hardware malfunction;

5.3 Maintain the designated computer system at the latest code revision level reasonably deemed necessary by CentralSquare for proper operation of the Software;

5.4 Supply CentralSquare with access to and use of all information and facilities reasonably determined to be necessary by CentralSquare to render the technical support described herein;

5.5 Perform any test or procedures reasonably recommended by CentralSquare for the purpose of identifying and/or resolving any problems;

5.6 At all times follow routine operator procedures as specified in the Documentation or any policies of CentralSquare posted on the CentralSquare website following notice from CentralSquare to Customer;

5.7 Customer shall remain solely responsible at all times for the safeguarding of Customer's proprietary, confidential, and classified information; and

5.8 Ensure that the designated computer system is isolated from any process links or anything else that could cause harm before requesting or receiving remote support assistance.

6. **Security.**

6.1 CentralSquare maintains a Security program for security managing access to Customer data – particularly HIPAA and CJIS information. This includes 1) a Pre-employment background check, 2) security training required by Federal CJIS regulations, and 3) criminal background checks/fingerprints required by Federal or State regulations. CentralSquare will work with the Customer to provide required documentation (such as the CJIS Security Addendum Certification form and VPN documents).

6.2 If required by the Customer, CentralSquare will provide paper fingerprint cards for such Security Approved personnel with the fingerprinting performed in the state of the CentralSquare staff's job

assignment. If the Customer requires fingerprints submitted in a form other than paper prints (such as Live Scan) or that such fingerprints be performed at the Customer's site, the Customer will reimburse CentralSquare for the cost of CentralSquare Security Approved Personnel traveling to the Customer's site or for a vendor (such as Live Scan) to travel to the applicable CentralSquare Offices. This provision will apply during the duration of this Agreement.

7. Cloud Security Program.

7.1. Access & Continuity. Logical access restrictions include VLAN data segregation, extensive deny-by-default access control lists, and Multi-Factor authentication required for System Administration. Business continuity is prioritized via daily encrypted backup stored offsite, virtual tape backup technology to counter loss of physical media, and full replication to disaster recovery site, with redundancy and availability through multiple carriers.

7.2. Security & Monitoring. SSL and IPSEC VPN with 256 bit encryption, web application firewalls, multi-layered infrastructure model with recorded internal and external CCTV, card access control, best of breed HVAC/fire suppression/physical security, and backed by 24-7 x 365 monitoring by a staffed operations facility for: Intrusion detection & prevention, DDOS mitigation, and automated network incident creation and escalation.

7.3. Testing, Audits & Compliance. 3rd party internal, external, perimeter vulnerability and penetration testing. Centrally managed patching, OS hardening program, and endpoint protection on all servers. Industry standard compliance includes annual completion of PCI-DSS Compliance Audit, Vulnerability Testing & CVSS Audit, and Control Self-Assessment Audit.

8. Service Level Commitments.

8.1. Target**.** In each Service Period, the target for availability of the Server is 99.9% ("Availability Target"). "**Service Period**" means 24 hours per day Monday through Sunday each calendar month that Customer receives the access to the Server, excluding a maintenance window on Sundays between 12:00 AM and 12:00 PM Eastern Time for scheduled maintenance. During this time, Customers may experience intermittent interruptions. CentralSquare will make commercially reasonable efforts to minimize the frequency and duration of these interruptions and CentralSquare will notify the Customer if the entire maintenance window will be required.

8.2. Measurement. Service availability is measured as the total time that the Server is available during each Service Period for access by Customer ("**Service Availability**"). Service Availability measurement shall be applied to the production environment, and the points of measurement for all monitoring shall be the Servers and the Internet connections at CentralSquare's hosted environment. CentralSquare has technology monitoring, measuring, and recording Service Availability. The Customer, at their discretion, may also employ monitoring tools, not to override CentralSquare's measurements for purposes of calculating Service Availability. Additionally, Customer monitoring tools' use must be:

8.2.1.1. mutually agreed upon by CentralSquare and the Customer.

8.2.1.2. paid, installed and maintained by the Customer.

8.2.1.3. non-invasive and may not reside on CentralSquare's systems.

8.3. Calculation. Service Availability for a given month shall be calculated using the following calculation:

8.3.1. The total number of minutes which the service was NOT available in a given month shall be subtracted from the total number of minutes available in the given month. The resulting figure is divided by the total number of minutes available in the given month.

8.3.2. Service Availability Targets are subject to change due to the variance of the number of days in a month.

8.3.3. The total number of minutes which the service was NOT available in a given month shall exclude minutes associated with scheduled or emergency maintenance.

8.4. Remedy. If the Service Period target measurement is not met then the Customer shall be entitled to a credit calculated as follows:

Service Availability in the relevant Service Period	Percentage Reduction in Monthly Fee for the Subsequent Service Period
Less than 99.9% but greater than or equal to 99.0%	5%
Less than 99.0% but greater than or equal to 9.0%	10%
Less than 95%	20%

8.5. If not directly reported by CentralSquare, Credit entitlement must be requested by the Customer within sixty (60) days of the failed Target. CentralSquare's failure to meet the relevant service level commitment. Customer shall not be entitled to offset any monthly Software fee payments, nor withhold fee payments, on account of a pending credit. Customer shall not be eligible for credits for any period where Customer is more than thirty (30) days past due on their account. CentralSquare will provide reporting, showing performance and service levels.

9. Server Performance & Capacity.

9.1. CentralSquare shall provide sufficient Server capacity for the duration of this hosting Amendment to meet the reasonable performance requirements for the number of concurrent system users provided for in this Amendment. If the Customer requests, at some later date, to add additional Software, increase user licenses, increase storage or processing requirements, and/or request additional environments, these requests will be evaluated and if additional resources are required to support modifications, additional fees may apply.

9.2. "In-network" is defined as any point between which the data packet enters the CentralSquare environment and subsequently departs the CentralSquare environment. Any point of communications outside of the CentralSquare protected network environment shall be deemed as "out-of-network." CentralSquare is not responsible for Internet connectivity and/or performance out-of-network.

10. System Maintenance.

10.1. Software maintenance and upgrades. CentralSquare will provide all hosted systems and network maintenance as deemed appropriate and necessary by CentralSquare. Maintenance and upgrades will be announced at least 24 hours in advance. The upgrades are installed at mutually agreed times. CentralSquare recommends reserving a weekly or monthly maintenance window between 0000-0500 (i.e. Midnight to 5:00AM) for patching and other maintenance activity. CentralSquare may only take a small portion of this time, but this is reserved for the full amount of time in the event the entire window of time is needed.

10.2. Hardware maintenance and upgrades. Hardware maintenance and upgrades will be performed outside of the Customer's standard business hours of operation and the Customer will be notified prior to the upgrade.

10.3. Emergency maintenance. Emergency situations will be handled on a case-by-case basis in such a manner as to cause the least possible disruption to overall system operations and availability

without negatively affecting system stability and integrity. CentralSquare will attempt to notify the Customer promptly, however if no contact can be made, CentralSquare management may deem it necessary to move forward with the emergency maintenance.

11. **Priorities and Support Response Matrix.** The following priority matrix relates to software errors covered by this Agreement. Causes secondary to non-covered causes - such as hardware, network, and third-party products - are not included in this priority matrix and are outside the scope of this Technical Support Schedule A. CentralSquare will make commercially reasonable efforts to respond to Software incidents for live remote based production systems using the following guidelines:

This matrix defines the support issues, response times and resolutions for the Customer's application.

Priority	Issue Definition	Response Time
Priority 1 – Urgent	Normal Customer Service Hours Support for live operations on the production system: A system down or not functioning event, and no procedural workaround exists. This is defined as the following: • CentralSquare server software inoperative • Loss of ability for all users to log on to system • Loss of transactional data & transactional data corruption This means one or more critical server components are nonfunctional disabling the software or the field reporting capabilities of workstations.	Normal Customer Service Hours: Telephone calls to 877-229-2205 will be immediately answered and managed by the first available representative. CentralSquare initially responds to a Priority 1 case within one (1) hour after opening. . ***After Normal Customer Service Hours: Thirty (30) minute call back after Customer telephone contact to 877-229-2205.*** Priority 1 issues must be called in via 877-229-2205 in order to receive this level of response.

Priority 2 – Critical	Normal Customer Service Hours Support for live operations on the production system: A serious Software Error that disrupts operations but there is capacity to remain productive and maintain necessary business level operations. Such errors will be consistent and reproducible. • Loss of ability for users to enter Case (Incident, Arrest and Custody) records into the system • Unable to book or release inmates A significant number of the workstations are negatively impacted by this error (e.g., does not apply to a minimal set of workstations).	Normal Customer Service Hours: Telephone calls to 877-229-2205 will be immediately answered and managed by the first available representative. CentralSquare initially responds to a Priority 2 case within four (4) hours after opening. ***After Normal Customer Service Hours: One (1) hour minute call back after Customer telephone contact to 877-229-2205.*** Non-Urgent Priority issues may also be reported via Https://support.centralsquare.com/s/contrac-us
Priority 3 – Non-Critical	Normal Customer Service Hours Support: A Software Error not meeting the criteria of an Urgent or Critical Priority, has a workaround available, and involves partial loss of noncritical functionality. Such errors will be consistent and reproducible. • Loss of Non-Urgent Data (with "Non-Urgent" being defined as not causing an error classified as a Priority 1 or 2 error (above). • NIBRS State reporting issues that cause agency reports to exceed State error submission limits • UCR reporting multiple occurrence of inaccurate data	Normal Customer Service Hours: Telephone calls to 877-229-2205 will be answered and managed by the first available representative. CentralSquare initially responds to a Priority 3 case within Two (2) business days after opening. Non-Critical Priority issues may also be reported via Https://support.centralsquare.com/s/contrac-us Non-Critical Priority issues are not managed after Normal Customer Service Hours.
Priority 4 – Minor	Normal Customer Service Hours Support: A Software Error related to a user function which does not negatively impact the User by preventing routine use of the system. The inconvenience is slight and can be tolerated.	Normal Customer Service Hours: Telephone calls to 877-229-2205 will be answered and managed by the first available representative. CentralSquare initially responds the next business day after the pint of opening a Priority 4 case during CentralSquare's normal local business hours or within Three (3) business days after a Priority 4 case is opened outside of CentralSquare's normal local business hours. Minor Priority issues may also be reported via Https://support.centralsquare.com/s/contrac-us Minor Priority issues are not managed after Normal Customer Service Hours.

12. **Exceptions.** CentralSquare shall not be responsible for failure to carry out its service and maintenance obligations under this Amendment if the failure is caused by adverse impact due to:

12.1. defectiveness of the Customer's environment, Customer's systems, or due to Customer corrupt, incomplete, or inaccurate data reported to the Software, or documented Defect.

12.2. denial of reasonable access to Customer's system or premises preventing CentralSquare from addressing the issue.

12.3. material changes made to the usage of the Software by Customer where CentralSquare has not agreed to such changes in advance and in writing or the modification or alteration, in any way, by Customer or its subcontractors, of communications links necessary to the proper performance of the Software.

12.4. a force majeure event, or the negligence, intentional acts, or omissions of Customer or its agents.

13. **Incident Resolution.** Actual response times and resolutions may vary due to issue complexity and priority. For critical impact level and above, CentralSquare provides a continuous resolution effort until the issue is resolved. CentralSquare will make commercially reasonable efforts to resolve Software incidents for live remote based production systems using the following guidelines:

Priority	Resolution Process	Resolution Time
Priority 1 – Urgent	CentralSquare will provide a procedural or configuration workaround or a code correction that allows the Customer to resume live operations on the production system.	CentralSquare will work continuously (including after hours) to provide the Customer with a solution that allows the Customer to resume live operations on the production system. CentralSquare will use commercially reasonable efforts to resolve the issue as soon as possible and not later than 24 hours after notification.
Priority 2 –Critical	CentralSquare will provide a procedural or configuration workaround or a code correction that allows the Customer to resume normal operations on the production system.	CentralSquare will work to provide the Customer with a solution that allows the Customer to resume normal operations on the production system which may include a fix on the system prior to the next panned commercial release of the applicable CentralSquare product software.
Priority 3 – Non - Critical	CentralSquare will provide a procedural or configuration workaround that allows the Customer to resolve the problem.	CentralSquare will work to provide the Customer with a resolution reasonably appropriate to the nature of the case which may include a workaround or code correction in a future release of the software. Priority 3 issues have priority scheduling in a subsequent release.
Priority 4 – Minor	If CentralSquare determines that a reported Minor Priority error requires a code correction, such issues will be addressed in a subsequent release when applicable.	CentralSquare will work to provide the Customer with a resolution which may include a workaround or code correction in a future release of the software. Priority 4 issues have no guaranteed resolution time.

14. **Non-Production Environments.** CentralSquare will make commercially reasonable efforts to provide non-production environment(s) during Customer business hours. Non-production environments are not included under the metrics or service credit schedules discussed in this Exhibit.

14.1. Maintenance. All forms of maintenance to be performed on non-production environments will follow the exact structure and schedules outlined above in Section 10 for regular System Maintenance.

14.2. Incidents and service requests. Non-production environment incidents are considered priority 3 or 4, dictated by circumstances and will be prioritized and scheduled similar to production service requests.

15. **Training.** Outside the scope of training services purchased, if any, Customer is responsible for the training and organization of its staff in the operation of the Software.

16. **Development Work.** The Support Standards do not include development work either (i) on software not licensed from CentralSquare or (ii) development work for enhancements or features that are outside the documented functionality of the Software, except such work as may be specifically purchased and outlined in the Agreement. CentralSquare retains all Intellectual Property Rights in development work performed and Customer may request consulting and development work from CentralSquare as a separate billable service.

Exhibit D: Statement of Work

CentralSquare will provide Software and Services substantially similar to those outlined below, in the quantities specified in *Exhibit B: Pricing Detail*.

1.0 Software

The software detailed in the following sections includes, but is not limited to, the listed functionality.

DEMS (powered by Genetec™ Clearance)	• Evidence Acquisition • Camera Registry	• Evidence Distribution • Redaction and Editing • Clearance Mobile App

1.1 Training and Go Live

1.1.1 *Training*

End-user and administrator training will be provided remotely using remote screen sharing and training videos. Training will be provided to ensure that users are able to effectively use the digital evidence management system. Documentation and instructional materials will be provided to overview all aspects of the platform. Initial online training will be formatted as instructor-led sessions, combining presentation (PowerPoint presentation), live demonstration (training demo system), and hands-on exercises for all participants. The technical training environment can include a separate training system, a live production system, or combination of both (as preferred).

1.1.2 *Implementation Scheduling*

The system implementation will occur with two primary tasks:

1.1.2.1 DEMS Implementation

Your agency will be provided a new implementation for your users. The system is usable immediately with or without the CAD/RMS Integration. This task will be scheduled after the agreement has been approved.

1.1.2.2 CAD/RMS Integration

The CAD/RMS integration may occur independently of the DEMS implementation. This task will be scheduled after the agreement has been approved.

1.1.3 *Acceptance Criteria*

The CentralSquare DEMS product is a standard product with a standardized integration process. Acceptance occurs automatically following 15 days after the system has gone live. If the Customer has not identified P1 or P2 defects during this period, the system will be automatically accepted. Issues occurring after this time will be handled under the standard maintenance agreement.

Priority	Description
P1: Critical Priority	A fatal software application error that prevents the system from starting/re- starting and/or a database integrity error.
P2: High Priority	Users are not able to use mission critical functionality necessary to capture or maintain their data. There is no known work-around or there is an unacceptable and production-limiting work-around.

Per industry standards, the system is considered ready for fielding when there are no known P1 or P2 defects.	
P3: Medium Priority	Users have an acceptable and defined work-around, which will allow them to continue or the problem will not inhibit production activity.
P4: Low Priority	This is a nuisance to the end-users but is not a production-limiting problem.

COUNCIL BILL NO. 2022-603 ORDINANCE NO.

AN ORDINANCE approving an UPGRADE agreement by and between the City of Joplin and Central Square Technologies, LLC., to cover the annual software payment and related conversion fees for the Public Safety software and related systems as budgeted in the Annual Budget of the City of Joplin for the Fiscal Year 2021-2022 as adopted by Council Bill 2021-523 on October 18, 2021.

WHEREAS, Central Square Technologies, LLC., has been the City's primary software provider for more than 21 years; and,

WHEREAS, in the FY2022 budget process, Council approved and budgeted funds to cover the annual support payment for technical activities.

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

Section 1. That a Purchase Order issued to Central Square covering the conversion payment for the Public Safety software upgrade and related systems, in the amount of Two Hundred Twenty-One Thousand Seventy-Five Dollars and Zero cents ($221, 375.00) be issued 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 agreement, or agreement in substantially similar form, by and on behalf of the City of Joplin.

Section 3. That upon the final approval and acceptance of the vendor's work under said contract, in substantial conformance with the attached agreement, the vendor shall be paid for the annual software subscription as outlined and agreed.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2022, by a vote of _____.

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2022-119 – approving a contract with Matrix Consulting Group, Ltd. for professional consulting services for preparing the City of Joplin's Benchmark Study.

MEETING DATE
March 21, 2022

ORIGINATING DEPARTMENT
Public Works - Operations

ATTACHMENTS
Council Bill 2022-119 Ordinance, contract, Scoring Sheet, Submittals

REVIEWED BY
Director of Public Works: David Hertzberg; Director of Finance: Leslie Haase; City Attorney: Peter Edwards; City Manager: Nicholas Edwards.

SUMMARY
This Council Bill authorizes the City Manager or his designee to approve a contract with Matrix Consulting Group, Ltd. in the not to exceed amount of Ninety-Nine Thousand and 00/100 Dollars ($99,000.00) for professional consulting services for the City of Joplin's Benchmark Study.

BACKGROUND
On December 16, 2021, City Staff published a Request for Proposal for the development of a Comprehensive Benchmark Study. The City of Joplin was looking for a firm that would evaluate the current services and level of services including manpower, contracts, procedures, policies, as well as internal and external services. Moreover, as part of this evaluation process, Staff is needing to collect input data pertaining to level of services offered and compare these with cities of comparable size, services provided, and high-growth communities within the Midwest. This Study will receive feedback from both stakeholders and shareholders of our city. Ultimately, Staff is looking to develop established level of services which could be implemented to provide better levels of service to the citizens. The firm will provide a comprehensive final report outlining their methodologies used with findings and conclusions. City staff used the procurement process to request proposals and conducted interviews with three of the firms that submitted RFP's. The Benchmark Study Committee reviewed packages after receiving the RFP's, graded interviews and selected Matrix Consulting Group on March 3rd. Staff has reviewed the qualifications and submittal by Matrix Consulting Group and find them to be within industry standards and the best candidate to represent the city in this study.

FUNDING SOURCE
General Fund.

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

Proposal to Conduct a Benchmark and Level of Service Study

JOPLIN, MISSOURI

Original

January 25, 2022

matrix consulting group

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matrix
consulting group

January 25, 2022

Lynden Lawson
Assistant Public Works Director
City of Joplin
602 South Main Street
Joplin, MO 64801

Dear Mr. Lawson:

The Matrix Consulting Group is pleased to present our proposal to conduct a benchmark and level of service study for the City of Joplin. Our proposal is based on our review of the City's request for proposal, our research on the City's operations, and our extensive experience analyzing other similar operations in Missouri and across the country.

We understand that the City is seeking a comprehensive assessment of service levels, including staffing implications and operational efficiencies, for the organization. A key component of this study is evaluating the service levels provided and aligning these for a sustainable future state that takes into consideration community input and service levels of comparable communities.

We have proposed a highly experienced project team including members who have previously served in local government in executive management positions as well as career consultants with hundreds of studies as experience. Our key qualifications are:

- Our exclusive market and service focus is on assisting local governments with staffing and operational assessments. Since being founded in 2002, our project team has conducted over 90 organization-wide studies. Representative clients are provided in the following table:

Brattleboro, Vermont	Johnson County, Kansas	Rancho Palos Verdes, CA
Carroll County, NH	Monroe County, Michigan	Roseville, California
DeKalb County, Georgia	Montpelier, Vermont	Schertz, Texas
Deltona, Florida	Orland Park, Illinois	Sunnyvale, California
Greenbelt, Maryland	Orting, Washington	Tigard, Oregon
Gulf Shores, Alabama	Portage, Michigan	Tinley Park, Illinois
Half Moon Bay, California	Rancho Mirage, California	Waxhaw, North Carolina

We are currently completing similar studies for Coventry, RI and Takoma Park, MD.

- In addition, we have completed over 1,400 departmental studies covering every area of local government operations.

- Our project team consists of highly experienced subject matter experts. Our proposed project manager has prior local government experience in addition to his extensive consulting experience. Our proposed project team members are all staff with the firm, there are no subcontractors.

We have fully reviewed the issued RFP and agree to all conditions, requirements, and terms outlined. As President of the firm, I am authorized to submit this proposal and execute a contract for services on behalf of the Matrix Consulting Group. Our proposal and pricing will remain valid for at least 120 days from the submittal date.

We appreciate this opportunity to provide a proposal for the City's consideration. I can be reached at either the address and phone number listed in the footer or at rbrady@matrixcg.net.

Richard P. Brady

Matrix Consulting Group
Richard Brady, President

1. Company Profile

This section of our proposal will provide an overview of the Matrix Consulting Group and our experience conducting similar organizational-wide operations including benchmarking and level of service evaluations.

1. About the Matrix Consulting Group

The Matrix Consulting Group is a management consulting firm dedicated to providing quality analytical assistance to local government. Our company was formed in 2002 by experienced consultants in order to pursue an operating model in which analytical work is performed by senior level staff. Our firm can be summarized as follows:

- We are incorporated in California with a Bay Area headquarters and have regional offices in Edwardsville (St. Louis metro area) (IL), Charlotte (NC), Dallas-Fort Worth (TX), Fort Myers (FL), and Portland (OR). It should be noted that we are incorporated in Missouri as a foreign corporation.
- We are comprised of 20 full time and four part time staff.
- While the Matrix Consulting Group provides a variety of analytical services to local government, one of our most significant areas of expertise is in the evaluation of levels of service in a community. We have conducted over 90 organization-wide assessment and over 1,400 department specific studies since our founding

We take a holistic approach to evaluating local government service levels and staffing needs both to meet the current and projected workload.

2. Company Profile

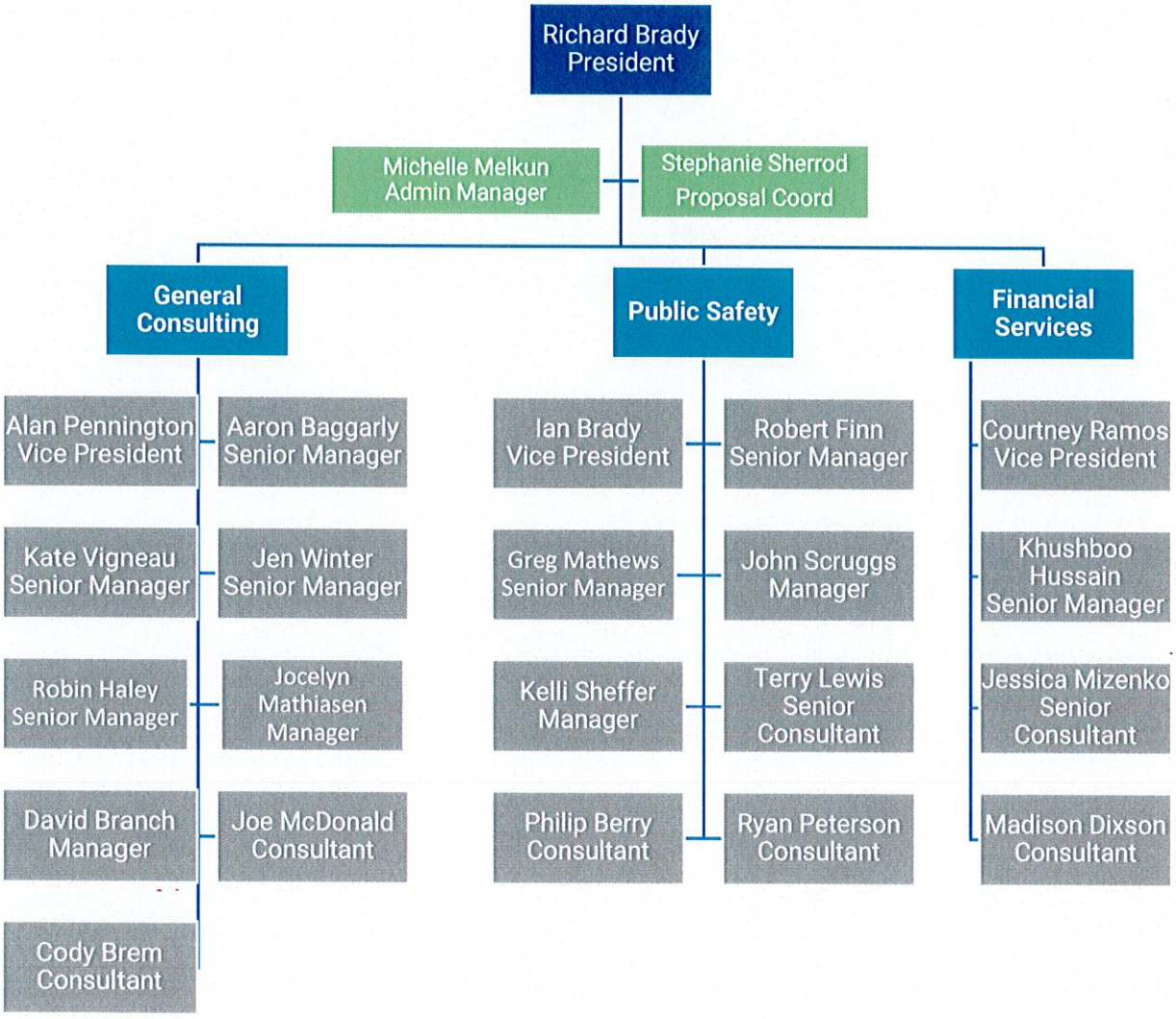
This section of our proposal will outline the requested information for the Matrix Consulting Group.

Firm Information	Company Name	Matrix Consulting Group, Ltd.
	Address	1650 S Amphlett, Suite 213 San Mateo, CA 94402
	Phone	650-858-0507
	Fax	650-397-4050
	Incorporated	State of California in 2003 (a partnership in 2002)
	Enterprise Type	C-Corporation
	Firm Representative	Richard Brady, President

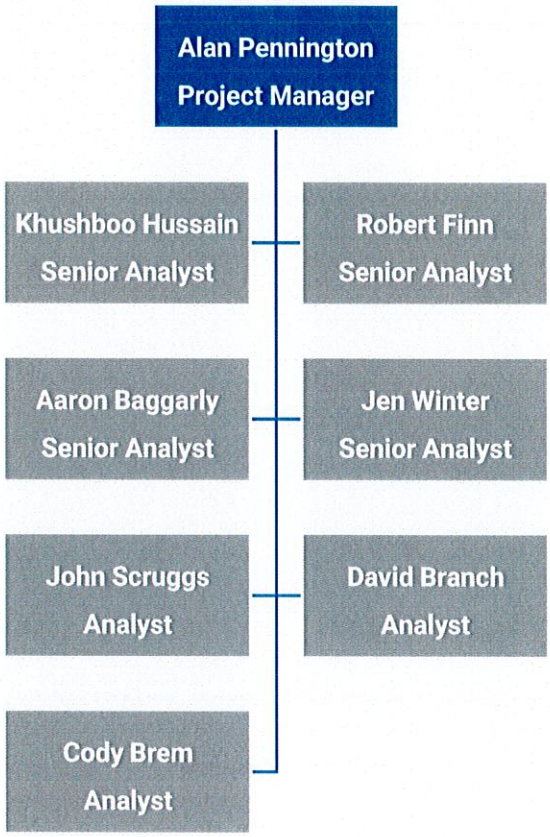
	Email	rbrady@matrixcg.net
	Phone	650-823-3174
Project Manager	Name	Alan Pennington, Vice President
	Email	apennington@matrixcg.net
	Phone	618-795-1995
Office Locations	Edwardsville, IL	101 Southpointe Dr, Suite E Edwardsville, IL 62025 Phone: 618-692.9085
	Charlotte, NC	8022 Providence Road, Suite 500-106 Charlotte, NC 28277 Phone: 803-622-9910
	Portland, OR	329 NE Couch Street, Suite 307 Phone: 650-575-5129

2. Organizational Structure

The Matrix Consulting Group is comprised of three primary teams. Our three teams include a Public Safety, Financial Services, and General Consulting practices. General Consulting includes all local government functions except public safety, cost allocation, and fee schedule studies. The proposed project team for this study will be comprised of members of our General Consulting Group with representatives from our Public Safety team included for subject matter expertise. The following graphic outlines the organizational structure of the Matrix Consulting Group.



The following graphic shows are proposed project team on this engagement.



The following table outlines the specific areas that each individual would primarily focus on during this engagement.

Employee	Service Area
Alan Pennington	Administrative
Khushboo Hussain	Finance / Admin
Aaron Baggarly	Community Development
Jen Winter	Public Works / Infrastructure
John Scruggs	Police
Robert Finn	Fire
David Branch	Administrative / Community Services
Cody Brem	Support to all team members

Resumes for senior staff are provided in the following pages.

ALAN PENNINGTON

VICE PRESIDENT, MATRIX CONSULTING GROUP

Alan Pennington leads our General Consulting Practice which includes organization-wide assessment. He has served as the Project Manager or Lead Analyst on over 300 local government studies since joining the firm including many for smaller organizations.

Alan's relevant experience include:

- Completed over 300 local government assessments including almost two dozen organization-wide assessments.
- Extensive experience leading benchmarking efforts to understand how municipalities compare to peer local governments in staffing, operational practices, and service delivery approach.
- Extensive experience evaluating parks and recreation services including ensuring maintenance of existing programs and facilities, and opportunities to expand to meet identified community needs in a financially sustainable manner.

Experience Highlights

Tigard, OR: Alan was the Project Manager on this Performance Audit for the City of Tigard that evaluated all operational aspects of the City and included the development of a staffing model based upon adjusted services and service levels, recommendations for operational improvements, and the development of performance indicators for each functional area. This study was undertaken in advance of a ballot measure to increase funding to support required municipal operations. We provided an implementation plan that structured all recommendations based upon priority (impact on operations) and the timeframe for implementation (developed to align with organizational capacity). The report and recommendations were fully adopted by the City Council.

DeKalb County, GA: Alan was a senior analyst on this project which evaluated the organizational functions under the control of the County's Chief Executive. The focus of the study was on identifying process improvement opportunities, staffing changes and organizational structure changes. The impetus of the study was the potential incorporation of a significant portion of the County which would have resulted in substantial revenue loss and the need for the County to reduce services. Alan focused primarily on administrative and non-public safety function operations. The study examined in detail the financial and organizational impacts associated with large portions of the County incorporating into new cities.

Role on This Engagement:
Alan will serve as a project manager and senior analyst.

Relevant Clients:

CA	Half Moon Bay
CA	Rancho Mirage
CA	Rancho Palos Verdes
CA	Roseville
CO	Fort Morgan
FL	St. Cloud
GA	DeKalb County
IL	Orland Park
IL	Tinley Park
MA	Orleans
MA	Framingham
MI	Portage
MO	Raymore
NC	Waxhaw
NH	Carroll County
NJ	Franklin Township
NJ	West Milford
OR	Tigard
PA	Mt. Lebanon
TX	Ft. Worth
TX	Schertz
VT	Montpelier

Years of Consulting Experience: 14

Years of Government Experience: 13

Education:

BA, University of Maine, Public Management.

MPA, University of Maine

Professional Association:

Association of Local Government Auditors (ALGA)

International City-County Management Association (ICMA)

AARON BAGGARLY, AICP

SENIOR MANAGER, MATRIX CONSULTING GROUP

Aaron Baggarly has served as an analyst on a wide variety of local government studies. Aaron has extensive experience conducting organizational, operational, and staffing assessments for local government operations covering a wide variety of government operations in his 14 years of experience. Prior to joining the firm, he was a Planning Manager in Oklahoma.

Relevant experience highlights include:

- Completed over 120 studies for local government entities, with over 45 studies for administrative and/or organizational wide staffing and operational assessments.
- Analysis focuses on staffing and workload, process improvement, organizational review, and needs assessments.
- Has conducted over 50 master and strategic planning projects for all facets of local government operations.

Experience Highlights

Gulf Shores, AL: Aaron was the project manager to develop a staffing and facility needs assessment to guide the City over the next 20 years. Key tasks of this project included:

- Reviewing all City operations and projecting future workload and staffing needs to support the fast-growing community.
- Developed 20-year staffing and space projections to meet future facility needs.
- Developed multiple scenarios to address the 20-year space and facility needs of the City.

Fort Worth, TX: Aaron was a lead analyst on this engagement of the Code Compliance Department which included a current and projected staffing assessment of Health, Environmental, Code Enforcement, Solid Waste, and Animal Control operations. Key tasks and recommendations included:

- Analyzed workload and service levels to develop staffing models to address current and future staffing needs.
- Recommended several changes to organizational structure to provide better supervisor oversight and reasonable spans of control to help enhance customer service levels.
- Review current technology systems and identified challenges that impact operations. Provided recommendations to increase technology and operational efficiencies.

Role on This Engagement:

Relevant Clients:

AL	Gulf Shores
AZ	Buckeye
CA	Menlo Park
CA	Milpitas
CA	San Mateo County
CA	Ventura
FL	Miami Beach
FL	Toho Water Auth.
FL	Fort Myers
FL	Monroe County
FL	Pasco County
GA	East Point
IL	Orland Park
IL	Tinley Park
MA	Boston
MT	Billings
NC	Rowan County
NC	Wake County
NY	Mamaroneck
PA	Franklin County
TX	Dallas
TX	Flower Mound
TX	Fort Worth
UT	Grand County
VA	Blacksburg
VT	Burlington
WA	Everett
WI	Waukesha County

Years of Experience: 14

Education:

BS, Appalachian State University, Community and Regional Planning, Minor in GIS.

Professional Association:

American Institute of Certified Planners (AICP)

American Planning Association

Aaron will serve as a senior analyst on this engagement.

JEN WINTER, P.E.

SENIOR MANAGER, MATRIX CONSULTING GROUP

Jen Winter just joined our firm to lead our Public Works and Infrastructure Practice area. She leads all public works studies including asset management, engineering, streets, public utilities, and related services.

Prior to joining Matrix Jen served within local government as the Public Works Director for the City of Cedar Rapids, Iowa. She has also previously served as the Regional Director for an engineering consulting firm. Her local government experience includes:

Relevant Clients:

CA	Vacaville
CA	Marin County
CA	Santa Barbara
NC	Fayetteville

- Strategic planning, organizational and staffing assessments, data, and workload analysis, needs assessments, public engagement, and best management practices evaluation and implementation.
- Process studies within public works and development activities, organizational review, and process evaluation and reengineering.
- Asset management strategies critical to the planning and measurement of infrastructure maintenance, repair, and replacement.
- Extensive training in and experience implementing organizational health initiatives.
- Crises management and disaster response.

Experience Highlights

Cedar Rapids, IA: Jen led the implementation of the organizational and operational review for the City of Cedar Rapids Public Works Department which included engineering, streets, traffic, stormwater, sanitary sewer, real estate, and right of way management.

- Authored the departments first Strategic Plan to align the department goals with those of the City Council.
- Reorganized the department to create divisions with better aligned teams and opportunities for career development and succession planning.
- Outlined process improvements for a more predictable and efficient work process.
- Implemented and participated in emergency response training and development. Experience with multiple federally declared disasters.
- Developed and implemented an asset management system for all public infrastructure.
- Introduced and led formal project management training.

Role on This Engagement: Jen will serve as a Senior Analyst on this engagement.

Years of Experience: 24

Education:

BS, Iowa State University, Civil Engineering

Professional Association:

American Public Works Association (APWA)

APWA Center for Sustainability (Past Chair)

APWA Iowa Chapter Board Member

KHUSHBOO HUSSAIN

SENIOR MANAGER, MATRIX CONSULTING GROUP

Relevant Clients:

Ms. Hussain is a Senior Manager who manages cost allocation plan, user fee, development impact fee, and cost of service engagements. Her experience with the firm also includes participation in operational audit engagements focusing on reviewing organizational, staffing, and internal processes to enhance development services.

Khushboo's relevant experience include:

- Completed over 100 cost of service studies for clients across the United States.
- Analysis focuses on process flows, staffing structure, workload review, and policy development for planning, building, engineering, and fire prevention services.
- Expertise also includes development of fiscal policies and procedures relating to deposit-based fees and deferred revenues.

Experience Highlights

Milpitas, CA: Khushboo served as a lead analyst on this engagement, which evaluated both the organizational structure and operational efficiencies of the community development department and its fees for service. Key analysis includes:

- Review of current workflows and staffing levels.
- Modification of current fee schedule to better reflect existing and proposed service levels due to staffing modifications.
- Provided recommendations for staffing a permit coordinator to guide applicants through the development process.

Adelanto, CA: Khushboo served as a project manager on this engagement, which reviewed overhead allocation of indirect costs, determined costs of services, including cannabis licensing and fees, and evaluated impacts associated with new development. Key analysis includes:

- Expanded building permit fees to include permits associated with cannabis-related businesses, i.e., fans, CO2 Infusion System, etc.
- Developed cannabis-related fees covering the annual review of cannabis businesses, including any auditing and compliance components.

Role on This Engagement:

Khushboo will serve as an analyst on this engagement, leading interviews and analyzing current policies, procedures, and processes.

AL Gulf Shores
CA Adelanto
CA Downey
CA Fresno
CA Humboldt County
CA Milpitas
CA Mountain View
CA Pasadena
CA Redwood City
CA Sacramento
CA San Clemente
FL Fort Lauderdale
FL Miami Beach
HI Maui County
NC Asheville
OR Ashland
OR Tigard
TX Austin
TX Dallas
TX Flower Mound
WA Lynnwood
WI Dodge County

Years of Experience: 9

Education:

B.A., University of California – San Diego, International Economics

M.A., University of California – San Diego, International Affairs

Professional Association / Certification:

California Society of Municipal Finance Officers

Government Finance Officers Association

Revenue Enhancement Best Practices

JOHN SCRUGGS

MANAGER, MATRIX CONSULTING GROUP

Relevant Clients:

John Scruggs is a manager / analyst on law enforcement, public safety, and criminal justice engagements.

John's relevant experience include:

- Completed over 50 studies for law enforcement, public safety, and criminal justice clients.
- Analysis focuses on operational and staffing review, workload analysis, net annual work hour determination, and alternative scheduling analysis.
- Expertise also includes the evaluation of administrative, dispatch, investigations, patrol, records, and property and evidence functions.
- Retired Captain with 26 years of Law Enforcement Experience.

Experience Highlights

Kawartha Lakes, Ontario: John served as the lead analyst of the on this engagement which reviewed the current staffing and developed staffing projections for a facilities study. Key recommendations included:

- Identified two patrol positions needed in the next 4 years and six positions over the next 20 years to better meet adopted proactive policing thresholds.
- Identified a shortage of detectives assigned to investigate crimes committed at the Central East Correctional Center.
- Identified an alternative fixed post staffing plan for the jail and a revised shift schedule to increase supervision in the jail.

Kansas City, MO: This study evaluated the staffing needs of the Police Department. Key findings included:

- Opportunity for greater fiscal savings by transitioning 30 positions from sworn to civilian staff, primarily in administrative areas (e.g., finance, records, fleet maintenance, security, IT, and HR).
- Provided insight into alternative organizational structures and span of control in administrative functions.
- Conducting workload analysis to determine staffing needs for non-patrol and investigative units.

Role on This Engagement:

John will serve as an analyst on this engagement focusing on Police operations.

AL	Gulf Shores
AZ	Buckeye
CA	Los Angeles
CA	San Jose
CA	Santa Clara
FL	St. Cloud
KS	Kansas City
KS	Wyandotte County
MA	Yarmouth
MN	Hennepin County
MO	Kansas City
OR	Tigard
PA	Lower Saucon
PA	Narberth
PA	Upper Macungie
NC	Waxhaw
NC	Raleigh
TX	Denton
TX	Fort Worth
TX	Glen Heights
TX	Lewisville
TX	Sunnyvale
WA	Monroe
WA	Tacoma
WI	Dodge County

Years of Experience: 6

Education:

BA, Portland State University

MPA, Portland State University:

ROBERT FINN

SENIOR MANAGER, MATRIX CONSULTING GROUP

ROBERT FINN Robert Finn is a Senior Manager with the Matrix Consulting Group and previously served as the Chief of the Southlake (TX) Department of Public Safety. Mr. Finn has a strong educational background coupled with a successful track record that includes strategic planning, budgeting, change management, community relations, and building collaborative partnerships. Robert has over 30 years of fire service and consulting experience covering all aspects of the fire service industry.

Robert's relevant experience includes serving the City of Southlake, Texas for 25 years in the following roles:

- Chief of Police (2008 to 2011)
- Chief of Fire Services (2004 to 2008)
- Lieutenant of Professional Standards (1999 to 2004)
- Lieutenant of Training (1995 to 1999)
- Coordinator of Emergency Medical Services (1993 to 1995)
- Firefighter / Driver / Paramedic (1987 to 1993)

Billerica, MA: Robert was the lead analyst on this project aimed at an assessment of the Fire Department. Key findings/ achievements of the project:

- Increasing minimum staffing on engine companies to 3 personnel.
- Relocation of a station to improve response times and reduce risk of flooding.
- Elimination of a redundant Captain position.

Westport, CT: Robert was the lead analyst on this study develop a strategic plan for the Fire Department. Key findings/achievements include:

- Changes to the deployment model to improve services.
- Improvements to the record keeping and data reporting systems
- Relocating Fire Prevention to centralize the service in the Town.
- Implementing electronic inspection and plan review processes.

Role on This Engagement: Robert will be the lead analyst on this project.

Relevant Clients:

AK	Anchorage
CA	Big Bear
CA	Huntington Beach
CA	Mercer County
CA	Monterey
CO	Mesa County
CO	Steamboat Springs
CT	Greenwich
CT	Westport
GA	DeKalb County
IA	Davenport
MA	Billerica
MA	Boston
MA	Chelsea
MA	Yarmouth
MI	Sterling Heights
NC	Raleigh
NY	Bedford
NY	New Rochelle
OH	Cleveland
TX	Possum Kingdom
TX	San Antonio
WA	Bellingham
WI	Oshkosh

Years of Experience: 30

Education:

MBA, and BS, Public Safety Administration, Grand Canyon University

Professional Association:

National Fire Protection Association (NFPA)

International Association of Fire Chiefs (IAFC)

Center for Public Safety Excellence (CPSE)

DAVID BRANCH

MANAGER, MATRIX CONSULTING GROUP

David Branch has served as an analyst and project lead on a wide range of government studies covering a variety of county and municipal functions such as human resources, finance and purchasing, public works and utilities, fleet and facilities, parks and recreation, code enforcement, and community development. David has extensive experience conducting organizational, operational, and staffing assessments during his 8 years with our firm.

Relevant experience highlights include:

- Completed over 100 studies for local government entities, including numerous department- and agency-wide assessments.
- Analysis focuses on workload and staffing, organizational structure, asset management, and process improvement using recognized best practices and quantitative metrics.

Experience Highlights

Tigard, OR: David served as an analyst in this citywide performance audit and operational review, leading the assessments of the community development, parks, and public works departments. The study examined performance measures, staffing, organizational structure, and use of technology. It included:

- Analysis of departments' performance reporting and use of technology, and recommendations for routine level of service benchmarks and the utilization of the existing application processing software.
- Recommendations to routinely track and report on workload, implement an asset management software system, systematize the capital planning process, and enhance the regular collection of stakeholder feedback through a satisfaction survey.

Aurora, CO: David was the lead analyst and point of contact for the code enforcement portion of this two-part study on the City's code enforcement and animal control functions. Key elements included:

- Analysis of proactive and complaint-based workload by geographical location, and recommendations of new geographic area assignments to equalize workloads.
- Assessment of technology utilization in the division and recommendation for expanded use of the City's code enforcement case management system.
- Evaluation of and recommendations for appropriate code enforcement and graffiti removal staffing to

Role on This Engagement:

David will serve as an analyst on this engagement.

Relevant Clients:

AZ	Buckeye
CA	Riverside
CA	Watsonville
CO	Aurora
CO	Pueblo County
FL	Fort Myers
GA	Forsyth County
IL	Niles
IL	Tinley Park
IL	Lake County
IL	Chatham
MA	Haverhill
NH	Carroll County
NM	Gallup
OR	Tigard
OR	Tualatin Valley Water
PA	Pittsburgh
SC	Anderson County
TX	Garland
TX	Austin
UT	Ogden
VA	Virginia Beach
WI	Rock County
WI	Waukesha County
WV	Marshall University

Years of Experience: 8

Education:

BS, University of Southern California; Policy, Management, and Planning.

Professional Association:

American Public Works Association (APWA)

Association of Public Safety Communications Officials (APCO)

3. Experience and Qualifications

This section of our proposal will provide an overview of the Matrix Consulting Group experience conducting organizational assessments that include evaluations of level of service, staffing and included benchmarking efforts. We also have evaluated development review processes as part of organization-wide studies and assessments.

1. Firm Experience Conducting Similar Organization-wide Assessments.

Our proposed project team has conducted over ninety organization-wide studies since our founding. Notable clients include:

Albuquerque, New Mexico	Gulf Shores, Alabama	Rancho Mirage, California
Augusta, Georgia	Half Moon Bay, California	Rancho Palos Verdes, CA
Avon, Connecticut	Hall County, Georgia	Raymore, Missouri
Barstow, California	Johnson County, Kansas	Roseville, California
Brattleboro, Vermont	Monroe County, Michigan	Salt Lake County, Utah
Carroll County, NH	Monrovia, California	Schertz, Texas
Corp. for Public Broadcasting	Montgomery College, MD	St. Cloud, Florida
DeKalb County, Georgia	Montpelier, Vermont	Sunnyvale, California
Deltona, Florida	Orland Park, Illinois	Tigard, Oregon
Franklin Township, NJ	Orleans, Massachusetts	Tinley Park, Illinois
Greenbelt, Maryland	Orting, Washington	Waxhaw, North Carolina
Groton, Massachusetts	Palos Verdes Estates, CA	West Milford, New Jersey

We are currently conducting organization-wide studies for Coventry, Rhode Island and Takoma Park, Maryland that include an assessment of community service levels and staffing requirements.

2. Firm Experience Conducting Departmental Assessments.

As previously noted, the Matrix Consulting Group has conducted over 1,400 studies since our founding. The following table shows the type and variety of engagements conducted by the firm over just the last three years to demonstrate the depth and breadth of our experience.

Year	Client	Project Scope Focus
2020	Albany, NY	911 Project
2020	Bakersfield, CA	Police Facilities
2020	Beaufort-Jasper Authority	Fleet Study
2020	Bexar County, TX	Sheriff's Fleet

Year	Client	Project Scope Focus
2020	Christiana Fire Company	Fire Study
2020	Conshohocken, PA	Police Study
2020	DFW International Airport	Shift Optimization Study
2020	Forest Grove, OR	Development Review Study
2020	Garland, TX	Fleet Study
2020	Greenwich, CT	Fire Study
2020	Haverhill, MA	Facilities Study
2020	Hennepin County, MN	Sheriff's Office Staffing and Facility Study
2020	Highland Beach, FL	Fire Study
2020	Kawartha Lakes, ON	Police Facility Study
2020	Kettering, OH	911 Study
2020	La Quinta, CA	Fire Study
2020	La Quinta, CA	Regional Policing #2
2020	Maui County, HI	Development Review Study
2020	Medina, MN	Fire Study
2020	Metro Council	Org Study of Facility Operations
2020	Montgomery County, MD	Performance Management
2020	Mountain Brook, AL	911 Study
2020	Mt. Pleasant, SC	Fleet Study
2020	NAFA	Fleet Manual
2020	North County Dispatch	Dispatch Admin Study
2020	Oklahoma City, OK	Street Maintenance Study
2020	Ossining, NY	Police Study
2020	Palm Beach County, FL	911 Study
2020	Portage, MI	Organizational Study
2020	Redmond, WA	Fire Study
2020	SABIC	Fire Study
2020	San Carlos Apache Tribe	Police Study
2020	St. Cloud, FL	Citywide Staffing Assessment
2020	Stafford County, VA	Fire Study
2020	Sterling Heights, MI	Fire Dept. Manpower Study
2020	Suisun, CA	Police Study
2020	Upper Macungie, PA	Police Recruitment
2020	Watsonville, CA	Implementation Assistance for Fleet
2019	Albany, CA	Fire Study
2019	Bellingham, WA	Fire Department Strategic Plan
2019	Bloomington, MN	Fleet Operations Evaluation
2019	Boise Forestry	Parks Study
2019	Boulder, CO	FAM- Staffing Analysis and Real Estate Services
2019	BREC	Technical Expert Services
2019	Buckeye, AZ	Construction and Contracts
2019	Cabarrus County, NC	Internal Controls Diagnostic Assessment

Year	Client	Project Scope Focus
2019	Calistoga, CA	Police Service Alternatives
2019	Cherry Hill, NJ	Fire Financial Review
2019	Citrus County, FL	Jail Study
2019	Clinton, MA	Fire Department EMS Study
2019	Columbia River, OR	Cooperative Services Study
2019	Commerce, CA	Police Study
2019	Denton, TX	Police Study
2019	Dinwiddie County, VA	Fire Study
2019	Dodge County	Sheriff's Office Operational and Financial Review
2019	Edmonton, Alberta	Police Consulting Services
2019	Flower Mound, TX	Assessment of Development Review Process
2019	Fremont, CA	Police Study
2019	Gallup NM	Police Organization
2019	Gallup, NM	HR and Finance Study
2019	Gallup, NM	Internal Controls
2019	Gallup, NM	Public Works Study
2019	Gallup, NM	Warehousing Audit
2019	Gulf Shores, AL	Space Needs and Building Program Analysis
2019	Haverhill, MA	Organizational Assessment of the Highway Division
2019	Hennepin County, MN	Emergency Management
2019	INCOG	Fire Consolidation & Automatic Aid Feasibility Study
2019	Key Biscayne	Fleet
2019	Kirkland, WA	Fleet Rate Cost Recovery Model
2019	La Cañada Flintridge, CA	Finance Dept and Internal Controls
2019	La Quinta Regional, CA	Regional Policing #1
2019	La Quinta, CA	Police Study Update
2019	Lake County, IL	Facilities and Construction Services
2019	Lebanon, MO	Fire Dept Response Time & Station Location
2019	Lewisville, TX	Police Staffing and Scheduling
2019	Littleton, CO	Fleet Replacement Plan
2019	Littleton, CO	Staffing & Service Level Analysis of Grounds Maintenance
2019	Los Angeles County, CA	Fleet Rates
2019	Los Angeles, CA	Bureau of Street Lighting
2019	Milpitas, CA	Milpitas Parks Master Plan
2019	Milpitas, CA	Communications Study
2019	Monroe, WA	Police Organization/Staffing Study
2019	Mountain View, CA	Police Dept. Organizational Workload Study
2019	MRPC	911 Consolidation Feasibility Study
2019	Nanaimo, BC	Maintenance and Vehicle Asset Review
2019	Nebraska DOT	Fleet Study
2019	Nebraska DOT	Fleet Study
2019	Oshkosh, WI	Fire Study

Year	Client	Project Scope Focus
2019	Palo Alto, CA	Business License Tax
2019	Perkasie, PA	Police Operations Study
2019	Raleigh, NC	Fire Personnel Resources Analysis
2019	Raleigh, NC	Police Personnel Resources Analysis
2019	Red River Regional, ND	911 Spatial Needs Assessment
2019	Riverside, CA	CD Performance and Financial Review
2019	Riverside, CA	IT Performance Assessment and Financial Review
2019	Rowan County, NC	Centralized Permitting
2019	Santa Clara County, CA	Fleet Study
2019	Santa Clara, CA	Street Racing Study
2019	Schertz, TX	Staffing Level Study
2019	Scott County, IA	Sheriff's Office Staffing Study
2019	Stanislaus, CA	911 Study
2019	Sunnyvale, TX	Police Service Options
2019	Tigard, OR	Performance Management
2019	Travis County, TX	Sheriff's Office Staffing Study
2019	Trent Lakes, ON	Fleet Audit
2019	Ventura, CA	Developmental Services Review
2019	Warrenville, IL	Performance of Service Levels and Staffing
2019	West Virginia University	Purchasing Performance Audit
2019	Wichita, KS	Fleet Study
2018	Aurora, CO	Animal Services & Code Enforcement Study
2018	Berlin, NH	Fire Service & EMS Integration & Consolidation Study
2018	Buckeye, AZ	Police Master Plan
2018	Carroll County, NH	Organizational Study
2018	Columbus, OH	Police Study
2018	Cooper City, FL	Public Safety Contract Alternative
2018	Costa Mesa, CA	Audits
2018	Denton, TX	Engineering Study
2018	Dixon, CA	Fire Master Plan
2018	Estacada RFD, OR	Audit
2018	Everett, WA	Public Works Study
2018	Forsyth County, GA	Fleet Study
2018	Fort Worth, TX	Code Enforcement Study
2018	Fort Worth, TX	Police Department Study
2018	Glenn Heights, TX	Police Department Study
2018	Grand County, UT	County Facility Plan
2018	Grants Pass, OR	Fire Study
2018	Harford County, MD	Sheriff Staffing Study
2018	Jefferson County, OR	Fire Study
2018	Libertyville, IL	Parks and Rec Study
2018	Los Angeles County, CA	Custodial Study

Year	Client	Project Scope Focus
2018	Los Angeles County, CA	Fleet Study
2018	Los Angeles, CA	Police Study
2018	Los Banos, CA	Fire Department Strategic Plan
2018	Los Lunas, NM	Police and Fire Study
2018	Menlo Park, CA	Public Works and Community Development Study
2018	Miami Beach, FL	Development Review Study
2018	Milpitas, CA	Development Review and Fee Study
2018	Milpitas, CA	Public Works Study
2018	Milwaukee Metro San District	Fleet Study
2018	Orland Park, IL	Management Study
2018	Oshkosh, WI	Police Study
2018	Palm Desert, CA	Police Study
2018	Placer County, CA	Fire Study
2018	Provincetown, MA	Building Permitting Study
2018	Quesnel, BC	Fleet Study
2018	Red Deer, Canada	Fleet Study
2018	Rockford, IL	Police Study
2018	Sac Reg Sanitation District, CA	Utility Staffing Study
2018	Salt Lake City, UT	911 Study
2018	San Francisco, CA	Police Department Study
2018	San Mateo County, CA	Probation Study
2018	Santa Clara, CA	Fleet Study
2018	Seal Beach, CA	Police Staffing Study
2018	South Gate, CA	Fleet Study
2018	South Pasadena, CA	Planning Study
2018	Steamboat Springs, CO	Fire Department Operational Analysis
2018	Toho Water Authority, FL	Permitting Study Update
2018	Upper Macungie Twp, PA	Police Study
2018	Vernon, CA	Fire Standards of Coverage
2018	Waukesha County, WI	Permit Processing Study
2018	West Milford, NJ	Organization-wide Study

We would be happy to provide information about any of these projects or any completed by the firm since our founding upon request.

5. References

The following chart provides summaries and reference contacts for organization-wide studies conducted by the firm and key members of the proposed project team.

Client	Project Summary
Gulf Shores, Alabama **Staffing and Operational Analysis and Projections (2019)** Clint Colvin Project Manager ccolvin@gulfshoresal.gov 251.968.3715	The Matrix Consulting Group conducted a comprehensive staffing and facility study for all City departments and projected staffing needs for the next 20 years. The City of Gulf Shores has experienced steady population growth in addition to increased tourism over the last decade which resulted in increased workload and a need to adjust staffing and facility usage. Additionally, with the recent addition of City Schools the number of voluntary annexations has increased, creating additional workload for all City staff. The project team meet with representatives from each of the City's department to understand their current operations, workload, and staffing levels. Upon completion of the staffing analysis for the current fiscal year, the project team projected workload and future staffing needs by division and employee classification. The current and projected staffing needs were used as the framework to develop future facility space needs over the 20-year planning horizon.
Portage, Michigan **Organizational Assessment** Joe LaMargo, City Manager Now Manager of Niles, IL Manager@vniles.com 847.588.8010	This study focused on evaluating staffing levels, organizational structure, and service delivery for all service areas of this full-service community. While generally service levels were found to be appropriate for the organization, staffing allocations and organizational structure modifications were recommended Key recommendations included: enhancing analytical capabilities in the City Manager's Office with a Management Analyst, brining legal counsel in-house, enhancing skill sets in Finance, moving risk management functions to HR, and several new positions to enhance service levels in Community Development and Police. A recommendation was also made to consolidate Public Works and Engineering. Staffing analysis was based on addressing skill gaps and were aligned with workload.

Client	Project Summary
Tigard, Oregon **Performance Audit Review** Marty Wine Former City Manager, now CM Monmouth, OR mwine@ci.monmouth.or.us 503.751.0146	This study focused on evaluating staffing levels, operational practices, and performance management for the entire City organization. This study was conducted to provide the City Council and staff input regarding opportunities to enhance operational practices and efficiency and effectiveness of service delivery. Key recommendations in addition to staffing modifications, included the development of a set of recommended performance measures for the entire organization and the annual workplans for each department.
Peoria County, Illinois **Operational and Staffing Analysis** Scott Sorrell, County Administrator ssorrel@peoriacounty.org 309.692.6056	In this study, we evaluated staffing, organizational structure and operational practices for the entire County operation (with the exclusion of the Health Department) including operations overseen by elected officials such as the Treasurer. The focus of the evaluation was to identify staffing requirements, effective utilization of supervisory/ managerial positions, development of an appropriate organizational structure for the organization, and efficiency enhancements to improve operations. Recommendations were provided for efficiency improvements, technology enhancements, reallocation of duties between departments (where appropriate), and recommended staffing levels and organizational structure.

We would be happy to provide additional references upon request.

6. Proposed Task Plan

This section of our proposal outlines our approach to providing services and a detailed task plan that outlines the services to be provided.

1. Approach to Providing Services

Our approach to providing the requested services includes close cooperation with our client including extensive interviewing, evaluation of City documents (budgets, organizational charts, work processes), data collection; and evaluation of policies, procedures, and technology utilization to fully understand the current service delivery approaches, challenges, and opportunities. We work closely with our clients to meet all schedule and scope of work elements for our projects.

Our place in the government consulting industry is based on our experience and our approach. While more fully explained in later sections of the proposal these strengths can be summarized as follows:

- We have conducted over 90 organization-wide studies for local government. In addition, the firm has conducted over 1,400 studies of other governmental service areas. These studies have spanned the entire country assisting clients address organizational and operational challenges and position their organization for future success.

- We are specialists, not generalists. Each staff member of our proposed team has experience conducting dozens of studies related specifically to functions under assessment. Additionally, our team includes members who have previously served as local government executives in a variety of disciplines.

- Our detailed approach to providing consulting services is client centered, recognizing that each client environment is unique.

Our firm's reputation is based on providing detailed analysis through extensive data collection, input, and interaction with our clients. The cornerstone of our philosophy in conducting organization and management studies is summarized in the following points:

- **A principal of the firm is always involved on each project.** For this project, we would commit a Vice President of the firm as Project Manager and several of our

Senior Managers as leads over each major functional area. A project of this prominence deserves the attention of the top key executives of our firm.

- **We approach our projects with a firm grounding in formal analytical methodologies**. All impacts are identified and analyzed in detail to ensure that recommendations are implemented and our clients (and the public they serve) can understand the reasons for recommended changes. This is achieved by:

  - Use of proven project management techniques.
  - Input from staff through interviews and surveys; extensive input from other stakeholders (e.g., elected officials, community representatives).
  - Detailed data collection and analysis derived from primary sources.
  - Extensive internal reviews of facts, findings, conclusions, and recommendations as studies proceed.
  - Detailed implementation plans.

This approach has provided our clients with valuable assistance and advice in dealing with important public policy issues.

2. Project Management and Controls

We believe very strongly in the science of our craft. As a result, we utilize formal project management techniques in our studies. These techniques include:

- All project work activities are defined in advance and tied to each project team member, deliverables, the schedule and the budget.

- The project manager and lead analysts develop general and project specific data collection plans and interview guides for all our staff.

- Project team and client expectations and results are managed on a weekly basis by developing and utilizing formal project schedules and reporting tools.

- At project initiation, we will establish a series of progress meetings with the City Manager, key stakeholders and the employee work group to review interim deliverables and findings as they are developed. This approach to collaboration throughout the engagement will ensure no surprises and provide multiple opportunities for input as the study progresses.

- The project manager designs and personally reviews all interim and final products before they are delivered to the client.

These project management approaches have resulted in all our projects being delivered at a high level of quality, on time and on budget. We are known for the depth and insight of our analysis and our client responsiveness.

3. Proposed Task Plan.

In the following task plan, we provide a summary of the proposed approach to providing services to the City of Joplin on this engagement. Following the description of each task is a defined deliverable for the task.

Task 1 | Develop a Current State Assessment

To fully provide services to the City, we need to quickly develop an understanding of the key issues impacting and shaping service requirements for the community and the current organizational structures, staffing allocations, and service delivery approaches currently in place. To accomplish this, the project team will interview the City Administrator, elected officials, department heads, division managers and selected line staff to understand the overall operations of the City and individual departments. This effort will include focus on both internal and external focused service departments.

We will accomplish the following illustrative steps:

Meet with the City Manager and project steering committee to discuss project, initiation, and define specific project tasks and approaches.
Develop an understanding of the scope of the programs and services for each departmental function and identify for each program / service whether it is internal or external focused.
Conduct interviews within each department to understand the existing plans of organization as well as key organizational issues.
Review available information, including mission statements, budgets, workload data, union contracts, job descriptions, work rules, personnel rules, and other documents that provide insight into each department's service delivery approaches, regulatory constraints, and operational practices.
Develop understanding of the staffing and responsibilities for staff in each function. Document trends in staffing and identify gaps, if any, in key service areas / skills.
Document historical and current workloads, costs, and service levels for each functional area and the key performance indicators for each department / function.

Develop an understanding of the major management systems to plan and schedule, monitor and adjust approaches to providing services.
Document the major software and technology employed throughout the City and develop an understanding of the current levels of utilization.
Review prior studies conducted on City operations, including the recently completed Police and Fire resource allocation studies, to understand prior analytical efforts and identify gaps in level of service, benchmarking, and operational practices from the analysis in these reports.

During this task, we will also work with the City through a group meeting to ensure a thorough understanding of the current service level and staffing benchmarks that are currently in place. This inventory of benchmarks will then be used in later tasks (Best Practice and Comparative Assessment and the analytical phase) to determine if they are sufficient and appropriate for the organization. This discussion will also focus on identifying core functions, and the internal and external factors that are impacting the delivery of services and preventing the organization from best aligning operations with the organization's mission and vision and that result in difficulty achieving desired goals and objectives.

TASK RESULT

Current state assessment of operational, organizational and staffing allocations for the City's Departments and overall organization.

Task 2 | Develop and Conduct a Survey of Employees

It is critical for the project team to develop strong input regarding current operational and organizational issues from staff. The use of an employee survey would provide all employees within the organization, beyond those individually interviewed, the opportunity to provide confidential input into this engagement. We will include a section in this survey to enable internal users of City services the ability to share input regarding the sufficiency and quality of the services received from internal service departments (for example, Human Resources, Finance, Purchasing, Facility Maintenance).

This survey will also enable the project team to develop an understanding of the current organizational culture, level of interaction between departments, workplace attitudes, potential staffing modifications, and changes in technology, tools or processes that would increase the efficiency and effectiveness of staff work efforts. The survey will also specifically request input from staff regarding the factors, internal or external, that are impacting service delivery in meeting the City's goals and objectives.

The survey would be conducted electronically through the use of SurveyMonkey and would be designed to ensure anonymity of all respondents.

TASK RESULT

The product of this task would be a summary of the employee survey results.

Task 3 Conduct a Survey and Focus Group Meetings for Residents and Stakeholders.

In addition to staff input, it is critical for the project team to develop strong input regarding current operational and organizational issues from key stakeholders and residents regarding the services provided to users outside of the organization. The use of a stakeholder survey would provide all residents and service recipients to provide input into this study regarding the levels of service currently received and whether these are appropriate, from the customer perspective, for the City.

This survey will be an important component of understanding the public's perceptions regarding service levels. It will specifically request input from the public regarding specific service levels and the adequacy thereof of each operating department within the City and ask for input on changes in the service levels that should be made. The survey would be conducted electronically through the use of SurveyMonkey and would be designed to ensure anonymity of all respondents. We would also request the City to assist with promoting the survey through placement on its website and social media to ensure a high level of community awareness of the opportunity to provide input.

Following the completion of the public survey, the project team will conduct two community focus groups to gather further input regarding the public's service expectations. The focus groups will start with an overview of findings from the survey and then explore specific service areas identified as needing modifications.

The focus groups can be conducted either in person or virtually depending upon the desire of the City.

TASK RESULT

The product of this task would be a summary of the community survey and focus group results.

Task 4 | Conduct a "Best Management Practices" and Comparative Assessment of Organization, Staffing and Management.

In this task, our project team will utilize "best management practices" and a comparative survey to evaluate staffing, productivity, processes, use of technology, management planning, as well as many other dimensions of organizational performance for the functions under review. We will utilize the existing benchmarks identified in Task 1 (current state assessment) to compare existing practice to both national/industry standards and those within comparable high-growth communities. To accomplish this, we would undertake the following activities:

Best Practices Assessment – The project team would develop a detailed list of "best management practices" for use in a diagnostic appraisal of organizational structure, staffing and service delivery for each department. This diagnostic appraisal would additionally utilize recognized industry staffing benchmarks to assess current staffing allocations based upon service levels, operational practices and staffing levels appropriate for the community. This effort will establish the initial benchmarks, service and staffing, based upon national standards. These will be used in the next effort, the comparative survey, to benchmark the City of Joplin against other peer entities.

Comparative Survey – Additionally, we would compare organizational structure, staffing levels, managerial spans of control, contracted services, key operational practices and management performance indicators with comparable communities. The comparative survey would provide insight regarding how the City compares to other comparable higher-growth organizations in Missouri and the Midwest and identify areas for further inquiry for potential modification of service levels, organizational structure or operational practices to enhance efficiency, effectiveness or competitiveness of service delivery and staffing utilization. This comparative research effort, in conjunction with the best practices assessment above, will provide a comprehensive analysis of the current benchmarks and the gap between existing levels and the recommended benchmark.

The results of this task will provide a strong understanding of current strengths of the organization and of potential improvement opportunities for further evaluation as well as an understanding of how the City of Joplin compares to peer communities from a benchmarking perspective. The specific recommendations for the City of Joplin in staffing and service levels will be developed in the next task based upon further analysis and incorporating our assessment of internal practices and technology utilization.

At the conclusion of this task, we propose reviewing the best practices and comparative effort findings and benchmarking with the City Manager, department heads and key stakeholders to ensure an understanding of the findings developed from this effort. This review will be important prior to our analysis and development, in the next task, of the specific recommendations for levels of service and staffing for each department.

TASK RESULT

Comparison of the City's organizational structure, staffing, and service delivery to industry practices and comparable municipal entities.

Task 5 | Organizational, Operational and Staffing Assessment

In this important work task, opportunities for improving the organizational structure, management, operations and staffing will be analyzed. This task will include such approaches and methodologies as the following:

Evaluate the organizational structure in each department and the City. We will evaluate organizational structure in terms of gaps or overlaps in function, spans of control and appropriate organizational location.

- Is the organization structure too "tiered" or too "flat" from the management staffing perspective?
- Are functions placed too high or too low in regard to their importance in meeting operating and service objectives?
- Are services / functions appropriately located in the organization?
- Are there any overlapping or duplicated functions?

Evaluation of the adequacy of major work practices. The analysis will focus on identification of opportunities to streamline work practices to increase utilization levels and/or reduce staffing requirements. Through the analysis of major work practices, the consulting team will determine:

- The frequency of various work tasks now performed is unnecessary or can be reduced.
- Skill mix for positions can be improved.
- Effectiveness of the use of technology to simplify work activities and deliver services.
- Evaluate appropriateness of outsourced services, if any, to determine if they are being provided in the most cost-effective manner.

Develop future service level, benchmarks and staffing recommendations. This analytical effort will develop a staffing allocation for each department of the City based upon current and projected service levels, workload, and processes. Staffing metrics will be provided for use in evaluating future staffing modifications based on "trigger points", service requirements or workload increases. In all cases, staffing recommendations will be aligned with specific levels of service so that policy decisions can be made on service levels and understand the staffing required to successfully implement. This approach will enable policy determinations based upon current approaches, the recommended level of service or a level in-between if they differ.

For each operational area of the City, we will identify the benchmarks to be used as standards for the City of Joplin and indicate if these are based upon and align with the either the comparative effort, industry best practices or both. The recommended benchmarks will take into consideration the unique service demands and expectations present in the City of Joplin.

Analyze the effectiveness of managing performance in the City. Departmental operations require effective management to ensure that staff are appropriately scheduled, deployed, utilized and held accountable for performance. The project team will evaluate this in terms of the following:

- How do managers plan, schedule and control the work to be done in each of the City's organizational units?
- Do managers have accurate and timely measures of the performance of each unit?
- How are goals, objectives and service level targets developed?
- How is 'customer service' defined, promoted and supported?
- How is succession planning and continuation of institutional knowledge being managed?

At the conclusion of this analysis, we will provide a series of operational recommendations to improve performance management.

Evaluate technology. The project team will evaluate technology utilization to identify whether appropriate technology is in place to support service delivery and whether existing technology is being effective and fully utilized to minimize effort and support the effective use of staff resources.

During this task, the project team will also analyze those issued identified from the employee and comparative survey to determine if other operational changes should be implemented in the City to increase efficiency or effectiveness of service provision and staff utilization.

This analysis will include a performance plan that the City can utilize to monitor service levels moving forward. A portion of the performance plan would include a section outlining how the City should update and evaluate the benchmarks, levels of service and associated staffing requirements in the future.

The preliminary recommendations developed will be presented for review with the City prior to finalization. This would one opportunity to hold a formal progress meeting and briefing session with key stakeholders and the employee work group regarding the preliminary recommendations for input prior to development of the final report.

TASK RESULT

The result of this task would be a detailed analysis of the organizational, management and operational choices in service delivery, service levels and the staffing needs in each department.

Task 6 | Prepare a Final Report and Provide an Implementation Plan.

Upon the conclusion of the assessment, we will prepare a detailed report which summarizes the results of each of the previous work tasks described above. This report

would include: a description of the study methodology, detailed evaluation of service levels for each department and recommended organizational structure, spans of control and staffing, operational improvements, and identification of opportunities to enhance service delivery through more effective technology utilization. For all recommendations, we will provide a suggested timeframe for implementation and estimated costs to implement or costs savings to be achieved from implementation.

The implementation plan provided in the executive summary can be utilized to evaluate the organization's progress towards implementation and a framework for maintaining the benchmarks, level of service and staffing requirements in the future. We will provide specific direction on the appropriate performance measures that can be utilized in assessing the effectiveness and impact of each implemented recommendation so that the organization can track and report out on the impact of changes made.

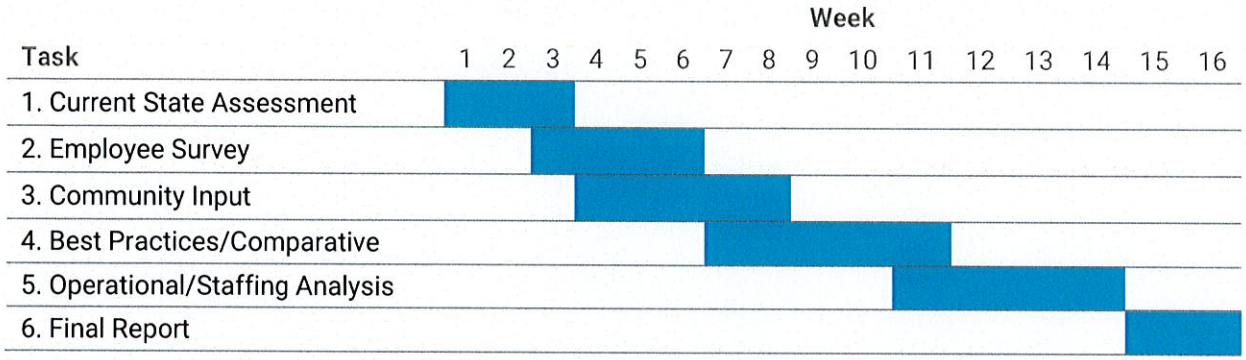
The analysis would be reviewed in draft form with the internal review team. Once this review is completed, the project team will review all comments received, edit and finalize the report and present the final report to the City leadership team, and City Council.

TASK RESULT

The result of this task would be the draft and final report and implementation plan together with all of the technical documents developed during the study process.

7. Timeline to Complete Study

Based on the task plan presented in the previous section, we propose to conduct this engagement over a sixteen-week period as outlined in the schedule below.



We are available to begin work immediately upon selection and would be able to allocate our team to start work on March 9, 2022, as outlined in the request for proposal.

8. Cost of Proposal

We are proposing to conduct this engagement for the defined at a not-to-exceed price of **$99,000.** This cost includes all the tasks outlined in the minimum scope of services in the request for proposal. The all-inclusive price is detailed in the following budget.

Task	Project Manager	Lead Analyst	Senior Analyst	Analyst	Total
1. Current State Assessment	8	32	32	40	**112**
2. Employee Survey	4	8	8	24	**44**
3. Community Survey/Focus Groups	12	24	16	16	**68**
4. Best Practices/Comparative	8	32	40	40	**120**
5. Operational and Staffing Analysis	16	40	40	48	**144**
6. Final Report	16	32	40	24	**112**
Total Hours	**64**	**168**	**176**	**192**	**600**
Hourly Rate	**$240**	**$185**	**$150**	**$110**	
Total Professional Fees	**$15,360**	**$31,080**	**$26,400**	**$21,120**	**$93,960**
Travel Expenses					**$5,040**
Total Project Cost					**$99,000**

For items that the City may request outside the scope of the workplan outlined in this proposal and in the minimum scope for this study, we propose to bill for actual time at the following hourly rate per employee.

The following table summarizes our hourly billing rates by employee.

Employee	Title	Hourly Rate
Alan Pennington	Vice President	$240
Khushboo Hussain	Senior Manager	$185
Aaron Baggarly, AICP	Senior Manager	$185
Jen Winter	Senior Manager	$185
Robert Finn	Senior Manager	$185
David Branch	Manager	$150
John Scruggs	Manager	$150
Joe McDonald	Consultant	$110

Public Works
602 S Main Street
Joplin, Missouri 64801
417-624-0820

MEMORANDUM:

March 11, 2022

From: Lynden Lawson, Assistant Director of Public Works for Operations
To: Nick Edwards, City Manager City of Joplin

Subj: FINAL SCORING FOR BENCHMARK STUDY

PANEL		**Baker Tilley**	**Matrix**	**Management Partners**
1		38	43	42
2		44	50	30
3		41	45	44
4		35	40	30
5		45	47	44
6		40	45	35
7		50	41	33
8		45	48	42
9		40	50	45
10		42	48	43
TOTAL		420	457	388
AVR Score		42	45.70	38.80

1. Any questions or comments can be addressed through the Assistant Director of Public Works - Operations at (417) 625-0820 ext. 1560.

Lynden Lawson

AGREEMENT
FOR CONSULTING SERVICES

THIS AGREEMENT is made and entered into this _____ day of _____, 2022, by and between the City of Joplin, Missouri, a Missouri Municipal Corporation, hereinafter referred to as "City," and Matrix Consulting Group, Ltd, a California Corporation, hereinafter referred to as "Consultant," and with City and Consultant being referred to collectively as "the Parties."

WITNESSETH:

WHEREAS, City desires to engage Consultant to perform the services described in Request for Proposal 2022-RFP-03, attached hereto and incorporated by reference as Exhibit A; and

WHEREAS, Consultant submitted its proposal dated January 25, 2022, attached hereto and incorporated by reference as Exhibit B; and

WHEREAS, Consultant has become the lowest and best Offeror for performing said services.

NOW, THEREFORE, in exchange for valuable consideration each received from the other, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

1. Scope of Work and Payment.

a. City agrees to engage Consultant for performance, and Consultant agrees to perform, the services described in Exhibit A within the time specified therein.

b. The services of Consultant shall commence only as authorized in writing by City and shall be undertaken and completed as promised by Consultant as described in Exhibit B.

c. City agrees to pay Consultant in accordance with the prices and terms set forth in Exhibit B for work authorized by City upon presentation of proper invoice and inspection by City of work completed by Consultant. However, in no event shall the total payment for the scope of work exceed $99,000.00.

d. All information, data, and reports as are existing, available, and necessary for the carrying out of the work, shall be furnished to Consultant without charge, and the Parties shall cooperate with each other in every way possible in carrying out the scope of services.

e. Consultant shall fully coordinate its activities in the performance of this contract with the activities of City.

f. Consultant represents that Consultant will secure the following at Consultant's own expense: all personnel required to perform the services called for under this contract by Consultant. Such personnel shall not be employees of or have any contractual relationship with City except as employees of Consultant. All the services required hereunder will be performed by Consultant or under Consultant's direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services. None of the work or services covered by this contract shall be subcontracted without the written approval of City.

2. Amendments. The covenants and obligations herein contained are the full and complete terms of this Agreement, and no alteration, amendments, or changes to such terms shall be binding unless first reduced to writing and executed with the same formality as this Agreement.

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

4. Attorney's Fees and Expenses. If City files suit in order to enforce any term of this Agreement and is the prevailing party, Consultant shall be liable for City's reasonable attorney's fees and expenses. In no event shall City be liable for Consultant's reasonable attorney's fees and expenses.

5. Binding Effect. This Agreement shall be binding upon the parties hereto, their heirs, executors, administrators, legal representatives, successors, and assigns, and shall be binding in the event of the death or legal disability of the parties. Provided, however, that nothing in this paragraph shall be construed as a consent by City to any assignment of this Agreement or any interest therein by Consultant.

6. Choice of Law and Venue. This Agreement has been made, and its validity, performance and effect shall be determined, in accordance with the laws of the State of Missouri and venue for litigation between the parties shall be solely and exclusively in Jasper County, Missouri.

7. Compliance with Laws. Consultant shall observe and comply with all Federal, State, and local laws and ordinances that affect those employed or engaged by it on the project, or the material or equipment used, or the conduct of the work, and shall procure all necessary licenses, permits, and insurance.

8. Confidentiality. Any reports, data, or similar information given to or prepared or assembled by the Consultant under this contract which the City requests to be kept as confidential shall not be made available to any individual or organization by the Consultant without prior written approval of the City.

9. Contract Documents. The contract documents shall consist of the following: this Agreement, City's Request for Proposal, and Consultant's Response to City's Request for Proposal. In the event of conflict between the contract documents, this Agreement will prevail.

In the event of conflict between the City's Request for Proposal and Consultant's Response to City's Request for Proposal, City's Request for Proposal will prevail.

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

11. Ethics. Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, gift, or contingent fee.

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

13. Indemnification.

a. In no event shall the City be liable to the Consultant for special, indirect, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this contract. The maximum liability of the City shall be limited to the amount of money to be paid or received by the City under this contract.

b. The Consultant shall defend, indemnify, and hold the City harmless, its elected or appointed officials, agents, and employees from and against any and all liability, suits, damages, costs (including attorney fees), losses, outlays, and expenses from claims in any manner caused by, or allegedly caused by, or arising out of, or connected with, this contract, or the work or any subcontract there under (the Consultant hereby assuming full responsibility for relations with subcontractors), including, but not limited to, claims for personal injuries, death, property damage, or for damages from the award of this contract to Consultant.

c. The Consultant shall indemnify and hold the City harmless from all wages or overtime compensation due any 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.

d. The indemnification obligations of Consultant hereunder shall not be limited by any limitations as to the amount or type of damages, compensation or benefits payable by or for the Consultant, 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.

e. 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.

f. Consultant affirms that it has had the opportunity to recover the costs of the liability insurance required in this agreement in its contract price. Consultant's obligation under this agreement to defend, indemnify and hold harmless any person from that person's own negligence or wrongdoing is limited to the coverage and limits of the applicable insurance.

14. Independent Contractor. This Agreement does not create an employer-employee relationship between the parties. Consultant is an independent contractor and is not entitled to any benefits including health, dental, vision, disability, life, and unemployment insurance, worker's compensation coverage, and LAGERS. Consultant is an independent contractor and not an employee for all purposes including the application of the Fair Labor Standards Act Minimum Wage and Overtime Payments, Federal Insurance Contribution Act, Social Security Act, Federal Unemployment Tax Act, and the provisions of the Internal Revenue Code, Missouri Revenue and Taxation Laws, and Missouri's Worker Compensation Laws and Unemployment Insurance Laws.

15. Insurance. Consultant shall secure and maintain at its own cost and expense, throughout the duration of this Agreement, insurance of such types and in such amounts as may be necessary to protect it and the interests of City against all hazards or risks of loss as hereunder specified or which may arise out of the performance of this Agreement. Such policies shall name 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)

16. Intellectual Property. Any information, know-how, data, results, inventions, and any associated intellectual property, that is made, discovered, created, invented, or generated by Consultant in any activities or work under this Agreement shall be owned by City.

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

18. Notices. All notices required or permitted hereinunder and required to be in writing may be given by first class mail addressed to City and Consultant at the addresses as follows:

City of Joplin
ATTN: City Attorney
602 S. Main St.
Joplin, MO 64801

Matrix Consulting Group, Ltd
ATTN: Richard P. Brady
1650 S Amphlett, Suite 213
San Mateo, CA 94402

The date of delivery of any notice given by mail shall be the date falling on the second full day after the day of its mailing.

19. Records and Audits. The Consultant shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the City to assure proper accounting for all project funds. These records will be made available for audit purposes to the City or any authorized representative, and will be retained for three years after the expiration of this Contract.

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

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

22. Subcontractors. Consultant shall be as fully responsible to City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Consultant is for the acts and omissions of persons it directly employs. Consultant shall cause appropriate provisions to be inserted in all subcontracts relating to this work, to bind all subcontractors to Consultant by all the terms herein set forth, and insofar as applicable to the work of subcontractors and to give Consultant the same power regarding termination of any subcontract as City may exercise over Consultant under any provisions of this Agreement. Nothing contained in this Agreement shall create any contractual relation between the subcontractor and City or between any subcontractors.

23. Termination. If, through any cause, Consultant shall fail to fulfill in a timely and proper manner Consultant's obligations under this contract, or if Consultant shall violate any of the covenants, agreements, or stipulations of this contract, City shall thereupon have the right to terminate this contract by giving written notice to Consultant of such termination and specifying the effective date thereof, at least five (5) days before the effective day of such termination. City may, without cause, terminate this contract upon thirty (30) day's prior written notice. In either such event, all finished or unfinished documents, data, studies, reports, or other materials prepared by the Consultant shall, at the option of City, become its property. Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed. Notwithstanding the above, Consultant shall not be relieved of liability to City for damages sustained by City by virtue of any such breach of the contract by Consultant.

24. Third-Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any person other than the parties and their respective successors and permitted assigns.

25. Unauthorized Aliens. That pursuant to Missouri Revised Statute Sections 285.525 through 285.555, if this contract exceeds the amount of $5,000.00 and Consultant is associated with a business entity, Consultant 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, Consultant must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

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

IN WITNESS WHEREOF, the Parties have hereunto set their hands the date first above written.

CITY OF JOPLIN, MISSOURI	Matrix Consulting Group, Ltd.
_____	_____
Nick Edwards, City Manager	Richard P. Brady, President

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

COUNCIL BILL NO. 2022-119 ORDINANCE NO

AN ORDINANCE approving a Contract by and between the City of Joplin and Matrix Consulting Group, Ltd. to perform a Benchmark Study in the amount not to exceed amount Ninety-Nine Thousand and 00/100 Dollars ($99,000.00) for consulting services; 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 Contract with Matrix Consulting Group, Ltd. in the not to exceed amount of Ninety-Nine Thousand and 00/100 Dollars ($99,000.00) for professional consulting services for preparing the City of Joplin's Benchmark Study, a true and accurate copy of said contract being attached hereto and incorporated herein, 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 contract, in substantially similar form, by and on behalf of the City of Joplin.

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

Section 4. That upon the final approval and acceptance of the consultant's work under said contract, in substantial conformance with the attached work authorization, 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 General Fund.

Section 5: That the ordinance is adopted on First Reading and will be moved to Second and Third Reading.

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

_____, 2022 by a _____ vote.

_____

Ryan D. Stanley, Mayor

ATTEST:

_____

Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

Council Bill 2022-119

I hereby certify that a sufficient amount is available in the General Fund to pay the amounts called for on the basis of the negotiated fee.

_____
Leslie Haase, Director of Finance