JOPLIN CITY COUNCIL
REGULAR MEETING AGENDA
MONDAY, APRIL 15, 2024
5th FLOOR COUNCIL CHAMBERS
602 S. MAIN ST. JOPLIN MO
6:00 P.M.

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

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

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

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

2. **Roll Call**

3. **Presentations**

   1. CMAR For Ewert Splash Park With Ice Ribbon And Amenities Announcement

      Documents:

      CMAR EWERT SPLASH PARK AND PARK AMENITIES APRIL 15 2024.PDF

   2. Justice Center Presentation

      Documents:

      PROPOSED JUSTICE CENTER 4-15-24.PDF

4. **Finalization Of Consent Agenda**

5. **Reports And Communications**

   1. News From The Public Information Office

6. **Citizen Requests And Petitions**

7. **Public Hearings**

8. **Consent Agenda**

   1. Minutes Of The April 2, 2024, City Council Meeting

      Documents:

      APRIL 2, 2024 MINUTES.PDF

2. Minutes Of The April 8, 2024, Special Joplin City Council Meeting

   Documents:

   SP MTG APRIL 8 COUNCIL INAUG.PDF

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

   Documents:

   CB2024-110.PDF

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

   Documents:

   CB2024-260.PDF

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

   Documents:

   CB2024-261.PDF

9. Resolutions

1. RESOLUTION NO. 2024-001
   A RESOLUTION authorizing the filing of a One Year Action Plan with the U.S. Department of Housing and Urban Development as required for use of the City of Joplin's Community Development Block Grant Program (Entitlement) and the Joplin Consortium HOME Investment Partnership Program for program year 2024; and authorizing the City Manager to execute said Plan for and on behalf of the City of Joplin.

   Documents:

Documents:

RESOLUTION 2024-01 SUMMARY.PDF
2024 ACTION PLAN COUNCIL DRAFT.PDF
RESOLUTION 2024-01.PDF

2. RESOLUTION NO. 2024-003
A RESOLUTION of the City of Joplin, Missouri, stating the intent to pursue a Transportation Alternatives Program (TAP) Grant in the amount of $600,000.00 for the city-owned 7th Street Sidewalks Project; and, committing to the match funding for the remainder of the project, which is estimated to cost an additional approximate $1.4 million.

Documents:

RESOLUTION 2024-003 SUMMARY SUPPORT FOR TAP GRANT APPLICATION.PDF
RESOLUTION 2024-003 SUPPORT FOR TAP GRANT APPLICATION.PDF

10. Ordinances - Emergency

1. COUNCIL BILL NO. 2024-116
AN ORDINANCE declaring the necessity of acquiring for public use certain real property for the purpose of Drainage Improvements near the 200 Block of N. Cox Avenue; authorizing the City Manager and his designees to negotiate for the purpose of acquiring the necessary interests in land; authorizing the City Attorney and his designees to institute condemnation proceedings if such interests in land cannot be acquired by purchase through good faith negotiations; and containing an emergency clause.

Documents:

CB2024 -116 VILLATORO SUMMARY.PDF
CB 116.PDF
CB2024-116 LOCATION MAP.PDF

11. Ordinances - First Reading

1. COUNCIL BILL NO. 2024-113
AN ORDINANCE approving an agreement with G&G Construction Company, Inc. in the amount of One Million Twelve Thousand Seven Hundred and 00/100 DOLLARS ($1,012,700.00) for Miscellaneous WWTP Improvements 2024 and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin.

Documents:

CB2024-113 GS MISC WWTP IMPROVEMENTS GG.PDF
CB113.PDF
AGREEMENT FOR MISC WWTP IMP 2024 WITH GG.PDF
CB2024-113 BID SUMMARY.PDF

2. COUNCIL BILL NO. 2024-115
AN ORDINANCE approving a work authorization with Olsson, Inc. in the

not to exceed amount of Two Hundred Two Thousand Five Hundred and 00/100 dollars ($202,500.00) for engineering services associated with the Route 66 Sanitary Sewer Improvements project and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin.

Documents:

CB2024-115 GS ROUTE 66 SAN SEW IMPROVEMENT.PDF
CB 115.PDF
2024- JOPLIN ENGINEERING WORK AUTHORIZATION - ROUTE 66 SAN SEW.PDF
CB2024-115 EXHIBIT_ROUTE 66 SAN SEW IMPROVEMENT.PDF

3. COUNCIL BILL NO. 2024-450
AN ORDINANCE authorizing a Program Services Contract, by and between the State of Missouri, Department of Health and Senior Services, and the City of Joplin, Missouri, for the City of Joplin Health Department to receive compensation, for up to Fifty-Four Thousand, Four Hundred Dollars and no Cents, ($54,400.00); and, authorizing the City Manager to execute the same by and on behalf of the City of Joplin, Missouri.

Documents:

CB2024-450-SUMMARY SHEET.PDF
CB2024-450-COUNCIL BILL.PDF
CB2024-450-SUPPLEMENTAL ITEM CONTRACT.PDF

12. Ordinances - Second Reading And Third Reading

1. COUNCIL BILL NO. 2024-264
AN ORDINANCE approving the Development Agreement with ALLO Missouri, LLC to construct a fiber optic network that is able to offer high quality, fiber optic broadband to substantially all residents, anchor institutions, and businesses in the City that are accessible using public rights-of-way and similar public easements, ways and extension and additions thereto. The Network facilities shall be owned and operated by ALLO Missouri and located within the corporate limits of the City; authorizing the City Manager to execute said contract by and on behalf of the City of Joplin.

Documents:

CB2024-264.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 12:00 PM on this 11th day of April 2024 (RSMo 610.020)



Construction Manager at Risk (CMAR)

Ewert Splash Park with Ice Ribbon and Park Amenities Announcement

COJ Team | April 15, 2024

CONSTRUCTION DELIVERY METHODS

Introduction

- There are two different allowable methods to deliver a construction project for municipalities:
  - Design-Bid-Build and Construction Manager at Risk
- Missouri State Statute allows and prescribes process for the Construction Manager at Risk (CMAR) method for municipalities
- To date, the City has only utilized the Design-Bid-Build method for construction projects
- On March 20, 2023, City Council approved an update to the Purchasing Policy to allow CMAR option following State Statute

CONSTRUCTION DELIVERY METHODS

Construction Manager at Risk (CMAR) Method

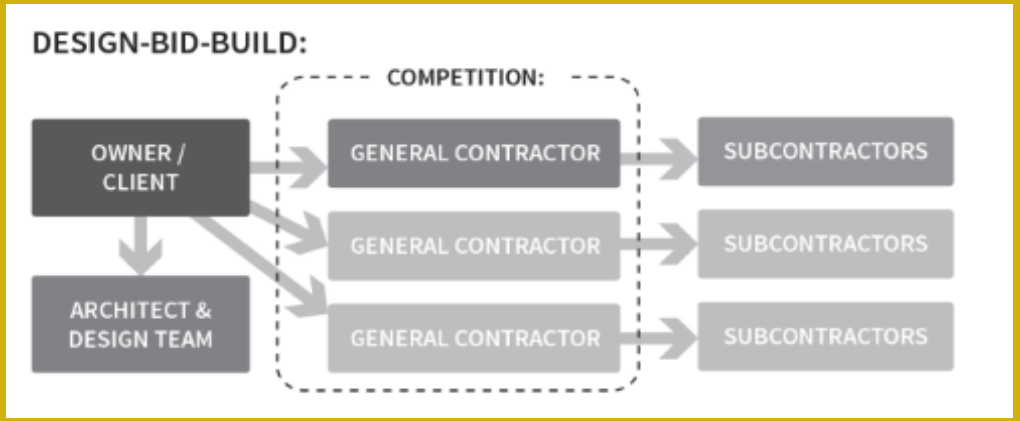
- Construction Manager at Risk assumes the risk for the construction project at a contracted price as a general contractor and provides consultation regarding construction during and after the design of the project
- Construction Manager commits to delivering the project within a Guaranteed Maximum Price (GMP)

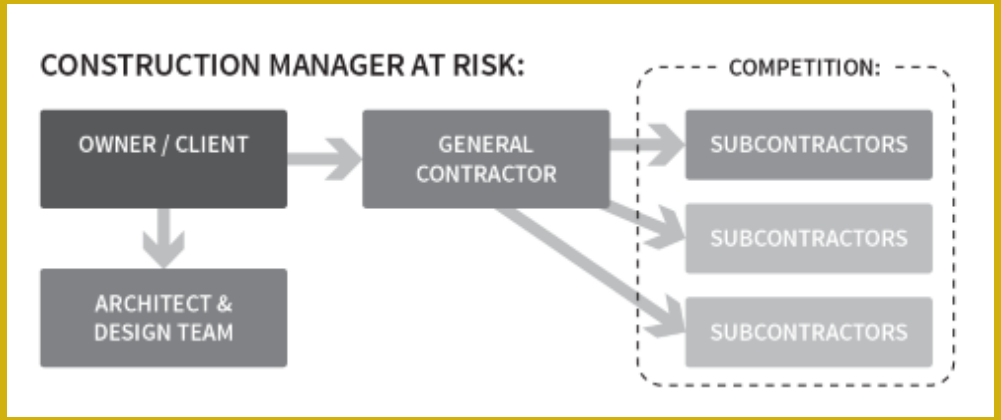
CONSTRUCTION DELIVERY METHODS

Construction Manager at Risk (CMAR) Method

- Construction Manager is part of the team during design rather than after design
- Construction Manager acts as a consultant to the City during the development and design phases
- Construction Manager acts in the best interest of the City by managing and controlling construction costs to remain within the GMP

Design-Bid-Build Process vs. Construction Manager at Risk (CMAR) Process





MISSOURI STATE STATUTE REQUIREMENTS

Construction Manager at Risk (CMAR) Method

- Cities may use CMAR method for the following civil works projects if the project is in excess of $2,000,000:
  - Roads, Streets, Bridges, Utilities
  - Wastewater Plants and Conveyance Facilities
  - Airport Runways and Taxiways
  - Storm Drainage and Flood Control
  - Transit

MISSOURI STATE STATUTE REQUIREMENTS

Construction Manager at Risk (CMAR) Method

- Cities may use CMAR method for the following non-civil works projects if the project is in excess of $3,000,000:
  - Buildings
  - Site Improvements
  - Other Structures

MISSOURI STATE STATUTE REQUIREMENTS

Construction Manager at Risk (CMAR) Method

- City shall first select, based on qualifications, an engineer or architect to prepare the construction documents
- Selection of the CMAR shall occur in a two-step process
- Cities shall publicly disclose at a regular City Council meeting its intent to utilize the CMAR method along with the specified selection criteria at least one week prior to publishing the RFQ

MISSOURI STATE STATUTE REQUIREMENTS

Construction Manager at Risk (CMAR) Method

- Step 1:
  - Prepare RFQ which includes general information on the project site, project scope, schedule, selection criteria, time & place for receipt of responses, and other relevant information
  - Selection criteria may include CM's experience, past performance, safety record, proposed personnel and methodology, and other factors
  - Fees and prices may not be requested in this step

MISSOURI STATE STATUTE REQUIREMENTS

Construction Manager at Risk (CMAR) Method

- Step 2:
  - City may request no more than five construction managers, selected solely based on qualifications, provide additional information, including the CMAR's proposed fee and its price for fulfilling the general conditions
  - Qualifications shall account for 45 percent of the evaluation
  - Cost shall account for 55 percent of the evaluation

MISSOURI STATE STATUTE REQUIREMENTS

Construction Manager at Risk (CMAR) Method

- City required to publish the RFQ in a newspaper in the county once a week for two consecutive weeks prior to opening the responses
- For each step, the City will receive, publicly open, and read aloud the names of the CM's
- Evaluations must occur within 45 days from the opening and be based upon the specified criteria

MISSOURI STATE STATUTE REQUIREMENTS

Construction Manager at Risk (CMAR) Method

- City is required to interview at least two of the top qualified offerors as part of the final selection
- City shall select the CM that submits the proposal that offers the *best value* for the City based on the published selection criteria and the ranking evaluations

MISSOURI STATE STATUTE REQUIREMENTS

Construction Manager at Risk (CMAR) Method

- CMAR is required to publicly advertise and receive bids from trade contractors or subcontractors for performance of all major elements of the work other than minor work that may be included in the general conditions
- A CMAR may seek to perform some of this work themselves by submitting sealed bids in the same manner as others
- City can restrict CMAR from submitting bids to perform certain portions of the work

MISSOURI STATE STATUTE REQUIREMENTS

Construction Manager at Risk (CMAR) Method

- CMAR and City, or its representative, will review all trade contractor, subcontractor or CMAR bids
- If CMAR submitted bids, City shall determine if their bid offers the best value
- After all bids have been evaluated, award of all subcontracts will be made public
- City will provide or contract, independent of the CMAR, inspection services, testing of construction materials, and engineering necessary for acceptance of the project by the City

EWERT SPLASH PARK WITH ICE RIBBON AND PARK AMENITIES CMAR ANNOUNCEMENT

Selection Criteria: Ewert Splash Park with Ice Ribbon and Park Amenities

- City intends to utilize CMAR for the Ewert Splash Park with Ice Ribbon and Park Amenities Project
- Selection Criteria:
  - (30 Points) Methodology – Vendor will use to conduct work outlined in RFQ and evidence of ability to perform described work, which includes past performance, budget, schedule and safety record
  - (40 Points) Experience – Previous experience performing related CMAR projects of similar size and type of organization

EWERT SPLASH PARK WITH ICE RIBBON AND PARK AMENITIES CMAR ANNOUNCEMENT

Selection Criteria: Ewert Splash Park with Ice Ribbon and Park Amenities

- Selection Criteria (continued):
  - (15 Points) References – Submitted with RFQ
  - (15 Points) Staff – Capability and availability of firm's staff to serve the City in a competent and timely manner
  - Total 100 Points

EWERT SPLASH PARK WITH ICE RIBBON AND PARK AMENITIES CMAR ANNOUNCEMENT

Projected Timeline:
Ewert Splash Park with Ice Ribbon and Park Amenities

Anticipated Date	Item Description
April 15, 2024	Public Announcement: Intent to use CMAR Method
April 22, 2024	Release and Advertise Phase 1 CMAR RFQ
May 13, 2024	Due Date for Phase 1 CMAR RFQ
May 13, 2024	Phase 1 Notification and Release Phase 2 CMAR RFP
June 3, 2024	Due Date for Phase 2 RFP
June-July 2024	Selection of CMAR; Contract Development and Finalization
August 5, 2024	CMAR Contract presented to City Council for approval

Questions?





Proposed Justice Center

For the City of Joplin

COJ Team | April 15, 2024

Fire Headquarters

OPTION 10 (OPTIMIZED) NEW FIRE STATION NORTH OF BROADWAY

SITE PLAN



OPTION 10 (OPTIMIZED) NEW FIRE STATION NORTH OF BROADWAY

FLOOR PLAN - FIRE



FIRE AND FLEET LEGEND

- FIRE ADMINISTRATION
- FLEET
- PUBLIC
- FIRE OPERATIONS: HIGH HAZARD
- FIRE OPERATIONS: MID HAZARD
- FIRE OPERATIONS: LOW HAZARD

N

OPTION 10 (OPTIMIZED) NEW FIRE STATION NORTH OF BROADWAY

CONCEPT IMAGERY



Police Headquarters

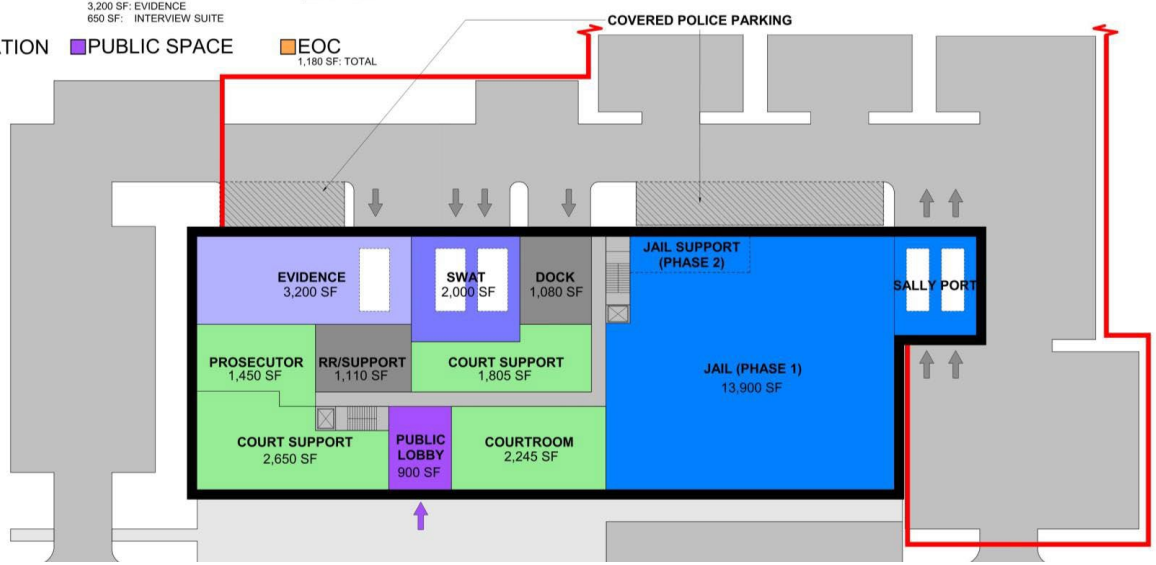
OPTION 9b (OPTIMIZED) NEW FIRE STATION/NEW POLICE & COURT BUILDING

FLOOR PLAN POLICE

POLICE AND COURTS LEGEND

- DISPATCH — 2,390 SF: TOTAL
- ADMINISTRATION — 2,200 SF: TOTAL
- PATROL — 19,000 SF: TOTAL; 7,900 SF: INDOOR FIRING RANGE; 2,000 SF: LARGE STORAGE/SWAT
- COURTS — 8,150 SF: TOTAL; 2,245 SF: COURTROOM; 1,450 SF: PROSECUTOR
- PRO STANDARDS — 2,000 SF: TOTAL
- JAIL — 13,900 SF: TOTAL; 1,200 SF: SALLYPORT
- SUPPORT
- INVESTIGATIONS — 10,000 SF: TOTAL; 3,200 SF: EVIDENCE; 650 SF: INTERVIEW SUITE
- FITNESS — 2,000 SF: TOTAL
- CIRCULATION
- PUBLIC SPACE
- EOC — 1,180 SF: TOTAL

MAIN LEVEL



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OPTION 9b (OPTIMIZED) NEW FIRE STATION/NEW POLICE & COURT BUILDING

FLOOR PLAN POLICE

POLICE AND COURTS LEGEND

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- ADMINISTRATION — 2,200 SF: TOTAL
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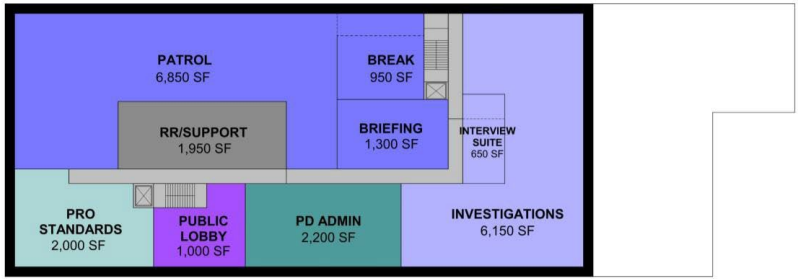
- FITNESS — 2,000 SF: TOTAL
- CIRCULATION
- PUBLIC SPACE
- EOC — 1,180 SF: TOTAL

UPPER LEVEL



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OPTION 9b (OPTIMIZED) NEW FIRE STATION/NEW POLICE & COURT BUILDING

FLOOR PLAN POLICE

POLICE AND COURTS LEGEND

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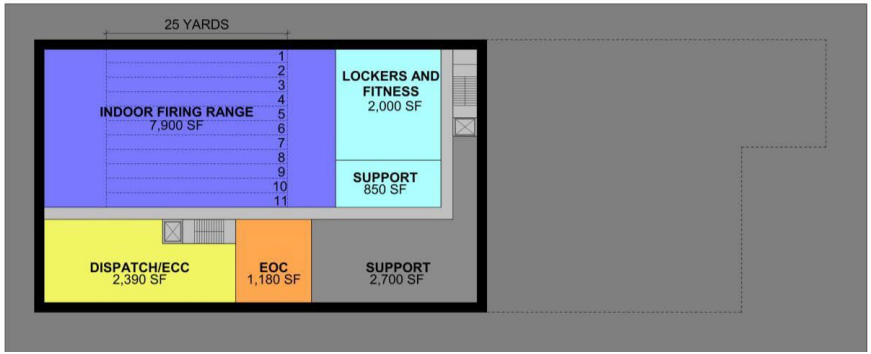
BASEMENT



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OPTION 9b (OPTIMIZED) NEW FIRE STATION/NEW POLICE & COURT BUILDING

IMAGERY



Summary

Approximate SQUARE FOOTAGE COMPARISON

	Courts Existing SF	Courts Programmed SF	Police Existing SF	Police Programmed SF	Fire Existing SF	Fire Programmed SF
Municipal Courtroom	2,099	2,245				
Court Support	2,914	4,463				
Prosecutor	959	1,458				
Courts Total	**5,972**	**8,166**				
Public			3,572	3,173		
Administration Police			1,957	2,199		
Professional Standards			1,691	1,874		
Investigations			6,097	6,512		
Evidence			2,997	3,500		
Patrol			8,875	11,211		
Indoor Firing Range			0	5,750		
Jail			6,507	13,897		
Support (restrooms, lockers, janitor, mech, IT)			3,219	4,981		
Fitness			0	878		
Dispatch			1,832	3,226		
EOC			1,186	1,593		
Police Total			**37,933**	**58,794**		
Fire Administration					1,865	3,554
Operations					865	1,364
Ready State (Dayroom, Kitchen, Dining)					1,285	1,958
Fitness					579	1,012
Sleep					795	2,558
Warm Zone Support					190	2,381
Apparatus Bay					5,833	8,251
Fleet Maintenance					400	7,234
Fire Total					**11,812**	**28,312**

Existing Building Total	**55,717**
Programmed Building Total	**95,272**

OPTION 9b (OPTIMIZED) NEW FIRE STATION/NEW POLICE & COURT BUILDING

	GSF (Planned)	Total Project Costs Range		
OPTION 9b				
Fire HQ	28300	$ 19,100,000	$	19,380,000
Police	58800	$ 42,900,000	$	44,800,000
Courts	8200	$ 4,500,000	$	4,670,000
	95300	$ 66,500,000 to	$	68,850,000

General Notes:

- Cost shown represents construction costs, escalation contingencies, furniture, fixture, and equipment and other soft costs.
- Costs does not include relocation and other direct City expenses related to temporary relocation of staff, land acquisition, and agencies operations.
- Assumes a design and construction time frame of 28 months.

N

Financing and Next Steps:

- Based on past direction, funding for the new facilities would be financed through the issuance of General Obligation Bonds (GO Bonds)

- The bonds would be repaid through proceeds from a property tax (see following table)

20-YEAR GENERAL OBLIGATION BONDS				
Estimated Gross Bonds	**Net Gross Bonds**		**Real Property Tax Only Estimated Debt Service Levy**	
$71.3 Million	$70 Million		$0.58	
*Actual gross bond amount will be based on cost of issuance and interest rate at time of issuance; Actual Debt Service Levy will be based on new Assessed Valuation and the timing of the issuance.				

Estimated Residential Property Tax Impact				
Appraised Value	**Residential Ratio**	**Per $100 Assessed Value**	**Estimated Debt Levy**	**Estimated Annual Impact**
$150,000.00	X 19%	/ 100	$0.58	$165.30

Financing and Next Steps:

- To proceed, an ordinance, calling for the election, would be drafted and presented to City Council at the May 6th meeting
- The election would be on Tuesday, August 6, 2024
- City staff will prepare informational material prior to the election
- A citizens committee may be formed and led if supported by the Chamber of Commerce

Questions?



JOPLIN CITY COUNCIL
April 2, 2024
MEETING MINUTES

CALL TO ORDER

The April 2, 2024, regular meeting of the Joplin City Council was called to order at 6:00 p.m. by Mayor Doug Lawson.

INVOCATION was read by Assistant City Clerk Roschelle Forsythe.

PLEDGE OF ALLEGIANCE TO THE UNITED STATES OF AMERICA was led by Phil Stinnett.

ROLL CALL

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

PRESENTATIONS

VFW Post 5293 Joplin South Awards

David Wells Commander of VFW Post 5293 presented awards to Joseph Bean and Cpl. Timothy Hudson.

Arbor Day Proclamation

Paul Bloomberg Director of Parks and Recreation accepted the proclamation.

Fair Housing Month Proclamation

Tom Walters and Matt Moran; Representatives from the Community Housing Resource Board along with children from the Boys and Girls Club were present for this proclamation.

FINALIZATION OF CONSENT AGENDA

REPORTS AND COMMUNICATIONS

News from the Public Information Office

Everyone is welcome to join Joplin Parks and Recreation, Wildcat Glades Nature Group, Liberty, the Chert Glades Chapter of Master Naturalists, and the Missouri Department of Conservation on Saturday, April 27, at Wildcat Park to defend and celebrate Earth and Arbor Day. The event runs from 10 AM to 2 PM.

The celebration will feature several Earth and Arbor-friendly community groups that will encourage the care of our planet through demonstrations, hands-on activities, and giveaways. Other activities include vendor booths, a native tree and plant sale, live music and local food vendors. They have also added a recycled art contest this year.

Watch Joplin Parks and Recreation's Facebook page for more information or call them at 417-625-4750.

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

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

Also, as a friendly reminder for residents: If you have a storm shelter on your property within the City of Joplin, the Joplin Police and Fire Departments encourage you to register that information so first responders can find you more quickly should a natural disaster or other event occur. It's easy to do on the City's website at www.joplinmo.org and search "Storm Shelter". Or they scan the QR code to pull up the Storm Shelter registration form.

This information goes directly to our 9-1-1 Center, which is stored in our computer database and is privately held within 9-1-1 Center. For questions, please call 417-623-3131, ext. 1409. We encourage our community members to please visit our website or our Facebook page, as well as other departments' pages, for details on these announcements or other City items.

CITIZEN REQUESTS AND PETITIONS

Mary Price Requested to Speak on Fiscal Accountability & Honesty to Taxpayers.

Kevin VanStory Requested to Speak on Natural Family month.

Frank Thompson Requested to Speak on the problem doesn't just go away.

Mary Price spoke on behalf of Brian Evans; does Joplin City Leadership Approve of It's Committee Members Removing Citizens Signs That Oppose the City's Prop Progress" Sales Tax Renewal on Properties Given Approval by Landowners.

PUBLIC HEARINGS

Public Hearing Procedures were read by Assistant City Clerk Roschelle Forsythe.

COUNCIL BILL NO. 2024-259

Mr. Cortez introduced Council Bill No. 2024-259- AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District C-1 (Neighborhood Commercial) to District M-2 (Heavy Industrial) property as described below and located at the NE Corner of 15th St and Missouri Ave. Motion by Mr. Cortez, second by Dr. Farnham to strike Council Bill No. 2024-259. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Monteleone, Shaw, Stinnett, and Williams, 9. Council Bill No. 2024-259 was stricken.

PUBLIC HEARING FOR COUNCIL BILL NO. 2024-260

Mayor Lawson opened the Public Hearing
Gary Powers spoke in favor of this item.
No one spoke in opposition of this item.
The Public Hearing was closed.

COUNCIL BILL NO. 2024-260

Mr. DeTar introduced Council Bill No. 2024-260- AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District R-1 (Single-Family Residential) to District C-3 (Commercial) property as described below and located at the NW Corner of E 26th St and S Virginia Ave. Motion by Mr. DeTar second by Mr. Copple that Council Bill No. 2024-258 be placed on First Reading and passed. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Monteleone, Shaw, Stinnett, and Williams, 9. The Bill was read as Council Bill No. 2024-260.

PUBLIC HEARING FOR COUNCIL BILL NO. 2024-261

Mayor Lawson opened the Public Hearing
Oscar with Schuber Mitchell spoke in favor of this item.
No one spoke in opposition of this item.
The Public Hearing was closed.

COUNCIL BILL NO. 2024-261

Mr. Copple introduced Council Bill No. 2024-261- AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District R-1 (Single-Family Residential) to District R-2 (Two-Family Residential) property as described below and located at 1921 S St Louis Ave. Motion by Mr. Copple, second by Mr. Cortez that Council Bill No. 2024-261 be placed on First Reading and passed. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Monteleone, Shaw, Stinnett, and Williams, 9. The Bill was read as Council Bill No. 2024-261.

CONSENT AGENDA

Motion by Mr. Cortez, second by Mr. Copple to approve the Consent Agenda. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Monteleone, Shaw, Stinnett, and Williams, 9.

Minutes Of the March 18, 2024, City Council Meeting Minutes

RESOLUTIONS
ORDINANCES – EMERGENCY

COUNCIL BILL NO. 2024-354

Mr. Cortez introduced Council Bill No. 2024-354-AN ORDINANCE approving the contract by and between the City of Joplin and Nelson Enterprises for the demolition of the structure(s) and clearing of a lot located at 909 W A St. in the City of Joplin, Missouri, for Four Thousand Eight Hundred dollars ($4,800.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause. Motion by Mr. Cortez, second by Dr. Farnham that Council Bill No. 2024-354 be passed on an emergency basis. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Monteleone, Shaw, Stinnett, and Williams, 9. The Council Bill was declared adopted and entitled **Ordinance No. 2024-043.**

COUNCIL BILL NO. 2024-355

Mr. DeTar introduced Council Bill No. 2024-355- AN ORDINANCE approving the contract by and between the City of Joplin and Nelson Enterprises for the demolition of the structure(s) and clearing of a lot located at 1209 S Iowa Ave. in the City of Joplin, Missouri, for Four Thousand Two Hundred dollars ($4,200.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.
Motion by Mr. DeTar, second by Ms. Williams that Council Bill No. 2024-355 be passed on an emergency basis. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Monteleone, Shaw, Stinnett, and Williams, 9. The Council Bill was declared adopted and entitled **Ordinance No. 2024-044.**

COUNCIL BILL NO. 2024-356

Mr. Cortez introduced Council Bill No. 2024-356- AN ORDINANCE approving the contract by and between the City of Joplin and B&D Yardbuilders for the demolition of the structure(s) and clearing of a lot located at 509 N Byers Ave. in the City of Joplin, Missouri, for Seven Thousand Three Hundred Twenty-nine dollars ($7,329.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause. Motion by Mr. Cortez, second by Dr. Farnham that Council Bill No. 2024-356 be passed on an emergency basis. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Monteleone, Shaw, Stinnett, and Williams, 9. The Council Bill was declared adopted and entitled **Ordinance No. 2024-045.**

COUNCIL BILL NO. 2024-357

Mr. DeTar introduced Council Bill No. 2024-357- AN ORDINANCE approving the contract by and between the City of Joplin and Clay Cole Trucking for the demolition of the structure(s) and clearing of a lot located at 2411 W Highland Ave. in the City of Joplin, Missouri, for Three Thousand dollars ($3,000.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause. Motion by Mr. DeTar, second by Dr. Farnham that Council Bill No. 2024-357 be passed on an emergency basis. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Monteleone, Shaw, Stinnett, and Williams, 9. The Council Bill was declared adopted and entitled **Ordinance No. 2024-046.**

COUNCIL BILL NO. 2024-610

Mr. Copple introduced Council Bill No. 2024-610- AN ORDINANCE approving the purchase of annual insurance premiums from multiple insurance carriers to provide property, casualty, and liability coverage for the City of Joplin; authorizing the City Manager to execute said Contract by and on behalf of the City of Joplin; and containing an emergency clause. Motion by Mr. Copple, second by Mr. DeTar that Council Bill No. 2024-610 be passed on an emergency basis. Voting in favor were Council Members: Copple, Cortez, DeTar, Lawson, Monteleone, Shaw, Stinnett, and Williams, 8. Nays: Farnham, 1. The Council Bill was declared adopted and entitled **Ordinance No. 2024-047.**

ORDINANCES – FIRST READING

COUNCIL BILL NO. 2024-110

Mr. Copple introduced Council Bill No. 2024-110 - AN ORDINANCE approving an amended work authorization with Olsson, Inc. in the not to exceed amount of Thirty-Seven Thousand and 00/100 DOLLARS ($37,000.00) for Glendale Parallel Interceptor Improvements and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin. Motion by Mr. Copple, second by Mr. DeTar that Council Bill No. 2024-110 be passed on the first reading and advance to second and third. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Monteleone, Shaw, Stinnett, and Williams, 9. The Bill was read as Council Bill No. 2024-110.

COUNCIL BILL NO. 2024-264

Mr. DeTar introduced Council Bill No. 2024-264 AN ORDINANCE approving the Development Agreement with ALLO Missouri, LLC to construct a fiber optic network that is able to offer high quality, fiber optic broadband to substantially all residents, anchor institutions, and businesses in the City that are accessible using public rights-of-way and similar public easements, ways and extension and additions thereto. The Network facilities shall be owned and operated by ALLO Missouri and located within the corporate limits of the City; authorizing the City Manager to execute said contract by and on behalf of the City of Joplin. Motion by Mr. DeTar, second by Ms. Williams that council bill No. 2024-264 be passed on first reading and advance to second and third. Voting in favor were Council Members: Copple, Cortez, DeTar, Lawson, Monteleone, Shaw, Stinnett, and Williams, 8. Nays: Farnham, 1. The Bill was read as Council Bill No. 2024-264.

SECOND AND THIRD READING

UNFINISHED BUSINESS

NEW BUSINESS

Confirm Boards & Commissions Appointments

Motion by Ms. Williams, second by Mr. Copple to revote for residency requirement concern on Capital Improvement & Public Safety Sales Tax Oversight Committee. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Monteleone, Shaw, Stinnett, and Williams, 9. Ms. Williams nominated Lee Ann Luebber to the Capital Improvement & Public Safety Sales Tax Oversight Committee. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Monteleone, Shaw, Stinnett, and Williams, 9.

Reappointments:
City Tree Board: Robert Dopp
Joplin Historical & Mineral Museum: Bob Harrington

New appointments:
ADA Committee-Dorris Lewis
ADA Committee- Jamy Spry
Airport Board- Joshua Oathout
Board of Adjustment- Anne Wells
Capital Improvement & Public Safety Sales Tax Oversight Committee- Lee Ann Luebber
City Tree Board-Harvey Hutchinson
City Tree Board- Tom Robertson
Convention & Visitors Bureau Advisory Board- Jeremy Sickman
Historic Preservation- Jeff Millard
Joplin Historical Museum- Kelly Reddin
Joplin Historical Museum- Leecia Bloss
Joplin Redevelopment-Andrew Reynolds
Personnel Board- Pattria Sly
Proposition Action Implementation & Oversight Committee-Dottie Murphy
Solid Waste Commission-Justin Maskus

Motion by Mr. Cortez, second by Dr. Farnham to approve the reappointments and new appointments as presented. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Monteleone, Shaw, Stinnett, and Williams, 9.

Mr. Copple asked a couple things from the City Manager; an update on the progress on the firefighter incident program and also putting in a school zone on 20th street by the high school-he would like an update on that.

Mr. Copple wanted to give clarification regarding the Capital Improvement Public Safety Tax.

Mr. Stinnett wanted to recognize a few department heads and city employees he has had the opportunity to work with over the years.

The meeting was adjourned at 8:15 p.m.

Respectfully,

Roschelle Forsythe
Assistant City Clerk

JOPLIN CITY COUNCIL
SPECIAL MEETING MINUTES
APRIL 8, 2024

CALL TO ORDER

The Special Meeting for the Joplin City Council was called to order at 6:00 p.m. by Mayor Doug Lawson.

Invocation was read by City Clerk Holly Nagy

Pledge of Allegiance was led by Christina Williams

READING OF THE SPECIAL CALL

City Clerk Holly Nagy read the Special Call:
Notice is hereby given that the City Council of the City of Joplin, Missouri, will hold a Special Meeting beginning at 6:00 p.m. on Monday, April 8, 2024, in the Council Chambers of City Hall, 602 S. Main Street, Joplin, Missouri, for the purpose of receiving the official report of the April 2, 2024, General Municipal Election; administering the Oaths of Office of the newly elected council members; and electing the 2024-2026 Mayor and Mayor Pro Tem.

ROLL CALL: PRESENT: Charles Copple, Keenan Cortez, Josh DeTar, Mark Farnham, Doug Lawson, Anthony Monteleone, Gary Shaw, Phil Stinnett, and Christina Williams. Also, in attendance were City Manager Nick Edwards and City Attorney Peter Edwards.

RESULTS OF THE APRIL 2, 2024, GENERAL MUNICIPAL ELECTION

The City Clerk's office has received the official returns of the April 2, 2024, General Municipal Election as verified by the County Clerks of Jasper and Newton Counties.

It is found and declared that the results are as follows:

For General Council Members 2-year term

Doris Carlin – 2,693

For General Council Members 4-year term

Keenan T. Cortez – 2,106
Joshua Bard – 1,889
Natasha Klue-Michael – 1,426

For Zone II Council Member

Charles "Chuck" Copple – 2,643

For Zone III Council Member

Ryan Jackson – 2,577

Proposition Progress passed with 2,143 voting yes and 1,394 voting no.

For the record 3,561 persons voted in this general municipal election.

Doris Carlin is the candidate that received the greatest number of votes for office of General Council Member and is declared elected to a two-year term.

Keenan T. Cortez and Joshua Bard are the candidates who received the greatest number of votes for the office of General Council Member and is declared elected to a four-year term.

Charles Copple is the candidate who received the greatest number of votes for the office of Zone II Council Member and is declared elected to a four-year term.

Ryan Jackson is the candidate who received the greatest number of votes for the office of Zone III Council Member and is declared elected to a four-year term.

Respectfully submitted, Holly Nagy, City Clerk

Motion by Mr. Cortez, second by Mr. DeTar to approve the April 2, 2024, general municipal election results. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Monteleone, Shaw, Stinnett, and Williams, 9. Nays: 0.

RECOGNITION FOR OUTGOING COUNCIL MEMBERS

Mayor Lawson recognized outgoing Council Members Christina Williams, Phil Stinnett, and Anthony Monteleone with an appreciation plaque for their years of service on the Joplin City Council.

RECOGNITION FOR MAYOR LAWSON

Mayor Pro Tem Keenan Cortez recognized outgoing mayor Doug Lawson for his service to the city and community as Mayor. Mr. Cortez presented Mr. Lawson with a plaque, a wooden city seal, a United States flag and a Joplin flag that flew over the city hall on the date of Mayor Lawson's inauguration.

NEW BUSINESS

Adjourn Sine Die of the current Council.

Mayor Lawson closed the Joplin City Council meeting. Outgoing council members Christina Williams, Phil Stinnett and Anthony Monteleone stepped down from the dais.

City Clerk Holly Nagy took the mayor's chair and called the meeting to order.
Judge Podleski approached the dais to administer the oaths of office to the newly elected and re-elected Council Members. The order of swearing-in is determined by the number of votes received, starting with the highest number of votes. Judge Podleski administered the oaths of office to:

General Council Member/2 yrs.: Doris Carlin
Zone II Council Member/4 yrs: Charles Copple
Zone III Council Member/4 yrs.: Ryan Jackson
General Council Member/4 yrs.: Keenan T. Cortez
General Council Member/4 yrs: Joshua Bard

Election of Mayor

City Attorney Edwards read the procedures for the election of the Mayor and Mayor Pro Tem for the City of Joplin as directed by Charter. Ms. Nagy conducted the election of the Mayor by asking for nominations. Mr. Jackson nominated Keenan Cortez. No other nominations were made. Voting in favor were Council Members: Bard, Carlin, Copple, Cortez, DeTar, Farnham, Lawson, Jackson, and Shaw 9. Nays: 0.

Mr. Cortez was declared Mayor.

Election of Mayor Pro Tem

Mayor Cortez took the mayor's seat and conducted the election of Mayor Pro Tem.

Mr. Bard nominated Josh DeTar. Mayor Cortez nominated Charles Copple.

Voting in favor of Josh DeTar were Council Members: Bard, Carlin, DeTar, Jackson, Shaw, 5.

Voting in favor of Charles Copple were Council Members: Cortez, Copple, Farnham, Lawson, 4.

Mr. DeTar was declared Mayor Pro Tem.

There being no further business to come before council the meeting was adjourned at 6:22 p.m.

Respectfully submitted,

Holly Nagy, City Clerk

CITY OF JOPLIN
COUNCIL AGENDA ITEM

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

MEETING DATE
April 1, 2024

ORIGINATING DEPT
Public Works - Engineering

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

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

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

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

FUNDING SOURCE
Sewer Fund

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

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

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

TO AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES

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

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

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

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

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

5. **Payment**.

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

b. **Total compensation not to exceed**. It is expressly understood that in no event will the total additional compensation and reimbursement for the Scope of Work described in this Amendment be paid to the Engineer under the terms of Work Authorization Number **OLS-OC20-04-P1** exceed the sum of Thirty-Seven Thousand 00/100 Dollars ($37,000.00).

6. **Insurance**. Without limiting any of the other obligations or liabilities of the Engineer, the Engineer shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the work is completed and accepted by the City of

Joplin, insurance of such types and in such amounts as may be necessary to protect it and the interests of the City of Joplin against all hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City of Joplin. Regardless of such approval, it shall be the responsibility of the Engineer to maintain adequate insurance coverage at all times during the term of the Contract. Failure of the Engineer to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability under the Contract Documents.

The certificates of insurance, including evidence of the required endorsements hereunder or the policies, shall be filed with the City at the time that this contract is signed by the Engineer. All insurance policies shall provide thirty (30) days written notice to be given by the insurance company in question prior to modification or cancellation of such insurance. Such notices shall be mailed, certified mail, return receipt requested, to:

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

Such policies shall name the City as an additional insured with limits of liability not less than the sovereign immunity limits for Missouri public entities calculated by the Missouri Department of Insurance as of January 1 each calendar year and published annually in the Missouri Register pursuant to Section 537.610, RSMo.
(See, http://insurance.mo.gov/industry/sovimmunity.php).

As of January 1, 2024, the minimum coverage for the insurance referred to herein shall be as set out below:

a. Workers' Compensation…. Statutory coverage per RSMo 287.010 et seq.
Employer's Liability……. $1,000,000.00

b. Commercial General Liability Insurance, including coverage for Contractual Liability and Independent Contractors Liability. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Three Million Three Hundred Seventy Thousand One Hundred Thirty Seven and no/100 Dollars ($3,370,137.00) for all claims arising out of a single accident or occurrence and at least Five Hundred Five Thousand Five Hundred Twenty and no/100 Dollars ($505,520.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Engineer agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorney's fees of Engineer, its employees, officers or agents. Engineer agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Three Million Three Hundred Seventy Thousand One Hundred Thirty Seven and no/100 Dollars ($3,370,137.00) for all claims arising out of a single accident or occurrence and at least Five Hundred Five Thousand Five Hundred Twenty and no/100 Dollars ($505,520.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

d. Errors and Omissions Insurance. The Engineer shall maintain a professional liability insurance policy in the amount of $1,000,000.00. This policy shall remain in full force and effect for a period of one year after completion and acceptance by the City of the construction of the project.

e. Subcontracts. In case any or all of this work is sublet, the Engineer shall require the subcontractor to procure and maintain all insurance required in subparagraphs (A), (B) and (C) hereof and in like amounts. Engineer shall require any and all subcontractors with whom it enters into a contract to perform work on this project to protect the City of Joplin through insurance against applicable hazards or risks and shall, upon request of the City, provide evidence of such insurance.

f. Notice. The Engineer and/or subcontractor shall furnish the City prior to beginning the work satisfactory proof of carriage of all the insurance required by this contract, with the provision that policies shall not be canceled, modified or non-renewed without thirty (30) days written notice to the City of Joplin.

g. Legislative or Judicial Changes. In the event the scope or extent of the City's tort liability as a governmental entity as described in Section 537.600 through 537.650 RSMo is broadened or increased during the term of this agreement by legislative or

judicial action, the City may require Engineer, upon 10 days written notice, to execute a contract addendum whereby the Engineer agrees to provide, at a price not exceeding Engineer's actual increased premium cost, additional liability insurance coverage as the City may require to protect the City from increased tort liability exposure as the result of such legislative or judicial action. Any such additional insurance coverage shall be evidenced by an appropriate certificate of insurance and shall take effect within the time set forth in the addendum.

7. All other terms and conditions of the original Agreement shall remain in effect.

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

REVIEWED FOR APPROVAL

_____
Name & Title of Staff Project Manager

CERTIFICATE OF DIRECTOR OF FINANCE

I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of appropriated and available funds to pay, therefore.

_____
Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____
Peter Edwards, City Attorney

Engineer: Olsson, Inc.

By: _____

Printed Name: Shaun McConnaughey, PE

Title: Water/ Wastewater Group Leader

Date: March 20, 2024

By: _____

Printed Name: Clayton Cristy

Title: Senior Project Manager

Date: March 20, 2024

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

Date: _____

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

Date: March 18, 2024

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

PROJECT DESCRIPTION AND LOCATION

Project is located at: Joplin, Newton County, Missouri

Project Description: Glendale Parallel Interceptor Improvements – Lower Reach

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

SCOPE OF SERVICES

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

PHASE 600 – CONSTRUCTION PHASE SERVICES

TASK 610: CONSTRUCTION ADMINISTRATION - $18,300

Olsson shall perform the following construction administration services:

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

TASK 620: CONSTRUCTION GIS DELIVERABLE - $18,700

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

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

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

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

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

SCHEDULE FOR OLSSON'S SERVICES

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

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

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

COMPENSATION

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

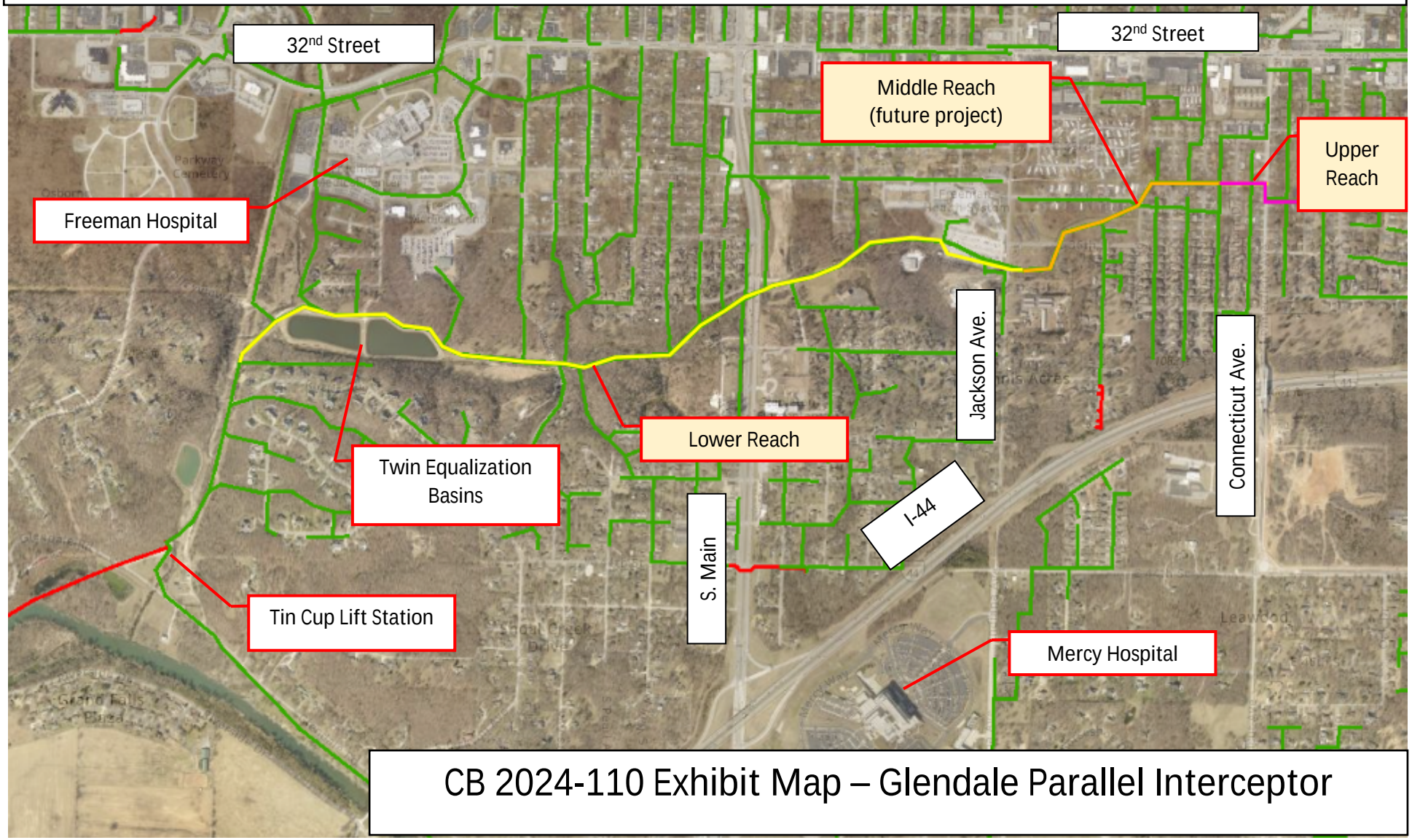
Client shall pay to Olsson for the performance of the Scope of Services, the actual hourly labor rates of personnel performing such services on the project times a factor of 3.2, and all actual reimbursable expenses in accordance with the Reimbursable Expense Schedule attached to this agreement. Olsson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

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

TERMS AND CONDITIONS OF SERVICE

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

Glendale Parallel Interceptor Improvements – All Reaches



CB 2024-110 Exhibit Map – Glendale Parallel Interceptor

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

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

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

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

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

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

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

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

_____, 2024 by a _____ vote.

_____

ATTEST: Douglas W. Lawson, Mayor

_____

Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

COUNCIL BILL 2024-110

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

_____

Leslie Haase, Director of Finance

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2024-260 – Rezoning

MEETING DATE:
April 1, 2024

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

FUNDING SOURCE:
Not applicable for this item.

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

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

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

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

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

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

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

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

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

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

Case 010-24: Rezoning

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

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

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

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

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

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

Mr. Melton said that was correct, sir.

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

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

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

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

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

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

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

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

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

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

Mr. Jackson thanked him for clarification.

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

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

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

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

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

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

There were none.

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

There were none.

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

There were none.

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

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

STAFF PLANNING REPORT
Rezoning

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

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

APPLICANT 32nd St Plaza LLC

EXISTING CONDITIONS

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

SITE CONTEXT

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

FUTURE LAND USE

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

TRANSPORTATION

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

UTILITIES

City Utilities are in place.

FLOOD PLAIN

This property is not in the flood plain.

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

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

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

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

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

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

DISCUSSION

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

Staff recommends approval of Case 010-24.

ENCLOSURES

- Map of property
- Application

Rezoning Application

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

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

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

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

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

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

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

Present Use of Property: Vacant

Proposed Use of Property: Convenience Store

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

Surrounding Land Use and Zoning:

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

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

Relationship to Existing Zoning Pattern:

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

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

Conformance with Comprehensive Plan:

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

Traffic Conditions:

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

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

Classification of Street(s):

Arterial ☐ Collector ☐ Local ☐

Right-of-Way Width: _____

Subdivision Platting:

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

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

Additional Platting Comments: _____

_____

_____

Unique Characteristic of Property and/or Additional Comment:

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

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

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

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

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

Case 0010-24: Rezoning



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

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

COUNCIL BILL NO. 2024-260 ORDINANCE NO.

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

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

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

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

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

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

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2024-261 – Rezoning

MEETING DATE:
April 1, 2024

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

FUNDING SOURCE:
Not applicable for this item.

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

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

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

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

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

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

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

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

Case 011-24: Rezoning

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

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

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

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

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

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

There were none.

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

There were none.

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

There were none.

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

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

STAFF PLANNING REPORT
Rezoning

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

LOCATION 1921 S St Louis Ave

APPLICANT Schuber Mitchell

EXISTING CONDITIONS

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

SITE CONTEXT

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

FUTURE LAND USE

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

TRANSPORTATION

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

UTILITIES

City Utilities are in place.

FLOOD PLAIN

This property is not in the flood plain.

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

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

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

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

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

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

DISCUSSION

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

Staff recommends approval of Case 011-24.

ENCLOSURES

- Map of property
- Application

Rezoning Application

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

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

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

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

Owner: Schuber Mitchell Homes Phone No.:

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

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

Present Use of Property: Vacant lot

Proposed Use of Property: 2 New Single-Family Homes

Current Zoning: R1 Requested Zoning: R2

Surrounding Land Use and Zoning:

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

Character of the Neighborhood:

Relationship to Existing Zoning Pattern:

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

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

Conformance with Comprehensive Plan:

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

Traffic Conditions:

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

Street(s) with Access to Property: _____

_____

Classification of Street(s):

Arterial ☐ Collector ☐ Local ☐

Right-of-Way Width: _____

Subdivision Platting:

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

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

Additional Platting Comments: _____

_____

_____

Unique Characteristic of Property and/or Additional Comment:

_____

_____

_____

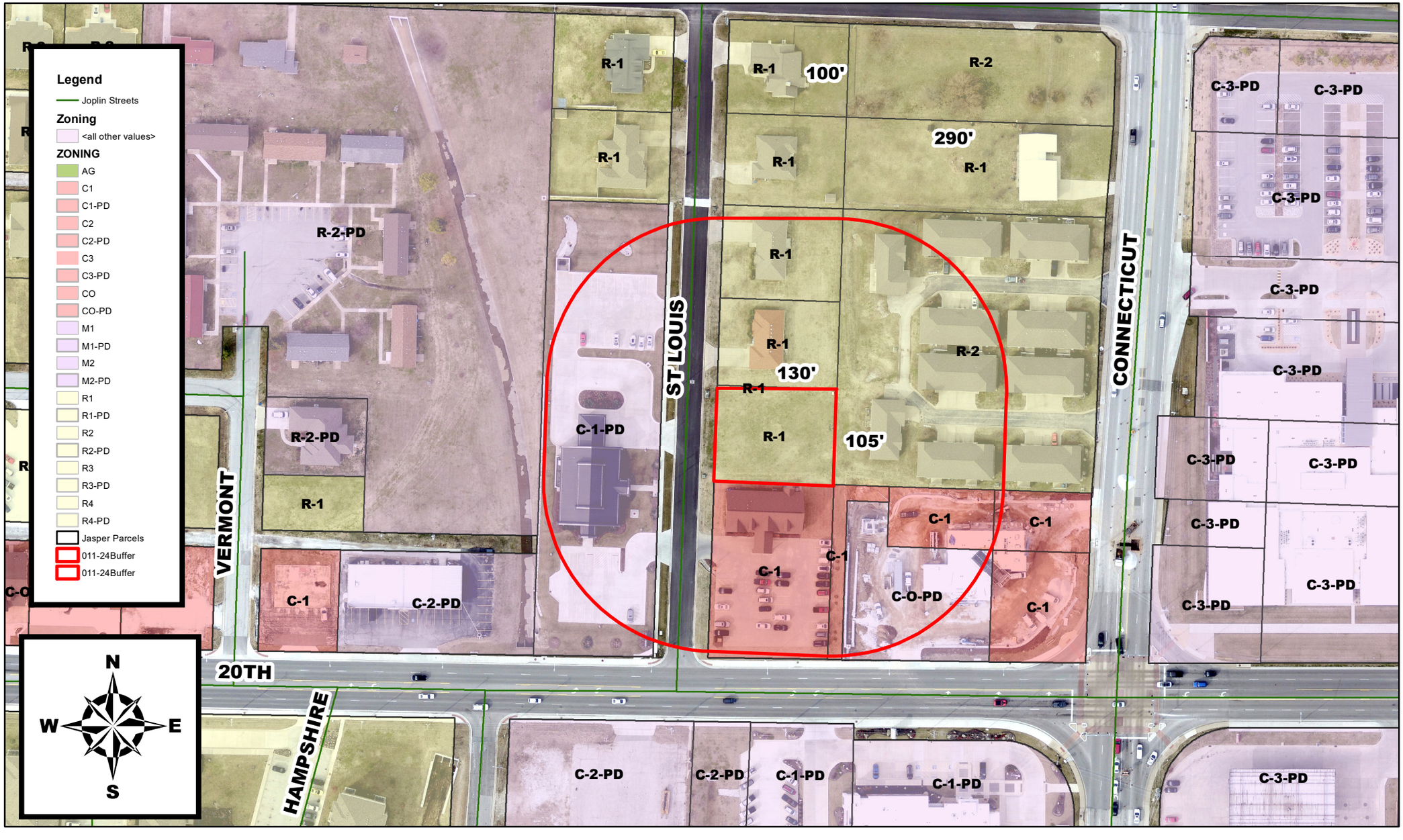
Submission of Documents: The following documents are **required** at time of submission.

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

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

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

Case 011-24: Rezoning



0 45 90 180 270 360 Feet

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

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

COUNCIL BILL NO. 2024-261 ORDINANCE NO.

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

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

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

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

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

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

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Resolution 2024-01 – PY 2024 CDBG and HOME Action Plan.

MEETING DATE
April 15, 2024

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

SUMMARY
The following is a resolution that authorizes the filing of a One Year Action Plan with the U.S. Department of Housing and Urban Development (HUD) for the City of Joplin's Community Development Block Grant (CDBG) Program and Home Investment Partnership (HOME) Program for fiscal year 2024.

BACKGROUND
The One Year Action Plan describes the activities and how funds will be spent as proposed in the attached document. The process for developing the Once Year Action Plan included: Two public meetings (November 27, 2023, January 8, 2023); Two 30-day public comment periods (November 28 – December 27, 2023 and January 9 – February 19, 2024);

Expected FY2024 allocations are $568,581.00 CDBG funds and $613,842.00 HOME funds based on the previous fiscal year final allocation.

ATTACHMENTS
2024 CDBG & HOME Action Plan
Resolution No. 2024-01



City of Joplin, Missouri
Community Development Block Grant
And HOME Partnership
Investment Program

FY2024

ACTION PLAN

JOPLIN

PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

FY2024 ACTION PLAN QUICK GLANCE

AVAILABLE RESOURCES

COMMUNITY DEVELOPMENT BLOCK GRANT:	**$568,581.00**
HOME INVESTMENT PARTNERSHIP:	**$613,842.00**

ANNUAL GOALS AND OBJECTIVES

PROVIDE SAFE, DECENT, AND AFFORDABLE HOUSING

HOMEOWNER HOUSING UNITS ADDED (NEW CONSTRUCTION)	**6+ UNITS**

IMPROVE INFRASTRUCTURE AND ENCOURAGE ECONOMIC DEVELOPMENT

INFRASTRUCTURE IMPROVEMENTS IN THE EAST TOWN AREA ($371,864 IN INFRASTRUCTURE IMPROVEMENTS)

IMPROVE LIVELIHOOD THROUGH PUBLIC SERVICE GRANTS

HOMELESSNESS REPORTING AND PREVENTION	**200 PEOPLE**

PROJECTS

CDBG PROGRAM	**$568,581.00**
INFRASTRUCTURE IMPROVEMENTS	**$371,864.80**

Funding to improve infrastructure conditions in the Eastown Neighborhood. The primary focus of this year's funding will be on sidewalk projects to improve connectivity to neighborhood amenities.

COORDINADED ENTRY PROGRAM **$ 50,000.00**

Coordinated Entry is a point of contact assessment of the homeless or those in danger of becoming homeless. Clients are referred to the appropriate services through the Homeless Coalition.

HOMELESS COALITION HMIS FUNDING **$ 17,000.00**

Funding provided to the Homeless Coalition for use of HMIS, a homelessness database required by the Department of Housing and Urban Development

ADMINISTRATION AND PLANNING **$ 113,716.20**

Pro-rata share of salary and benefits of Planning/ Community Development staff plus overhead including supplies, rent, etc. Also includes $2,500 of funding for the Community Housing Resource Board for the promotion of Fair Housing.

HOME INVESTMENT PARTNERSHIPS PROGRAM $613,842.00

CHDO ACTIVITIES **$552,457.80**

A Community Housing Development Organization will act as the owner and developer of properties to be newly constructed or rehabilitated for homebuyers.

***COMMUNITY DEVELOPMENT HOUSING ORGANIZATION CAN APPLY FOR MULTIFAMILY DEVELOPMENT AS WELL AS SINGLEFAMILY UNDER THIS ALLOCATION**

***COMMENT HAS BEEN RECEIVED TO ALLOCATE FUNDS TO NEW CONSTRUCTION IN CONSIDERATION OF AVALIABLE ALTERNATIVE FUNDS FOR REHABILITATION AND CURRENT DEMAND FOR NEW HOUSING**

PROGRAM ADMINISTRATION ACTIVITIES **$ 61,384.20**

Pro-rata share of Planning/ Community Development staff and overhead.

Executive Summary

AP-05 Executive Summary - 91.200(c), 91.220(b)

1. Introduction

The FY 2024 Action Plan identifies projects and activities meant to address the needs and goals of the 2020-2024 Consolidated Plan. The plan guides the direction of the CDBG and HOME programs for the next fiscal year. This is the final Action Plan under the current consolidated plan.

2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

The plan lays out a number of projects meant to address the needs identified in the most recent Consolidated Plan. These projects include:

- Neighborhood Revitalization Activities (Infrastructure Improvements, specifically sidewalks however sanitary sewer and stormwater improvements are also needed)
- Public Services Activities (HMIS funding, Coordinated Entry Program, Neighborhood Clean Up & Tool Lending library)
- Homeowner Rehabilitation
- CHDO Homebuyer New Construction
- Façade Grants – Slum & Blight removal

3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

The city's past programs have focused on community needs that continue to exist including aging housing and infrastructure, and neighborhood and public improvements. The programs the City has used to address these needs have been well received by residents and neighborhood organizations. Neighborhood Cleanup activities are undertaken annually, and the Tool Lending Library continues to operate for income qualifying residents of the City. This year Community Development intends to fund the Tool lending Library to expand the number of tools to increase services. The City of Joplin will continue to meet its identified needs and goals through housing, infrastructure and public service

projects. The Joplin HOME Consortium has continued to meet the minimum required CHDO production for the timely expenditure of HOME funds. Production for the rehabilitation programs has been slowed due to high demand for contractors during the housing shortage. Community Development has been working on a new partnership arrangement to pool contractors with participating non-profits, as production needs to be addressed to ensure the success of the program and timeliness of funds. In short, the number of agencies participating with the Homeowner rehabilitation program is being expanded.

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

The participation process for developing this One Year Action Plan included:

- Two advertised public meetings in the publication of record for Jasper County, the Joplin Globe (November 27, 2023 at the Joplin Public Housing Authority; and January 8, 202 at Joplin City Hall for in person attendance of the online meeting of the Homeless Coalition)
- Two 30-day public comment period (November 28th, 2023 - December 28, 2023 & January 9th, 2024 – February 8, 2024)
- Meetings with community partners and stakeholders to discuss previous projects, community needs, and potential for additional partnerships.
- Public Hearing at the April 1, 2024 City Council Meeting; Council approved the plan via resolution at this meeting.

Attendance registers and proof of public notice are included in Attachment A.

5. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

The entitlement program received one direct comment from Habitat for Humanity requesting fund for new construction be prioritized. Currently the City has available alternative funds for homeowner rehabilitation, and with the current market conditions and need for affordable homes, reallocating funds for new construction is recommended and incorporated into this years plan. Homeless Coalition that public service funding is a high priority for services they provide. At the January 8th meeting, the general discussion surrounding the allocation of funds for all grants was positive. The Homeless Coalition remains a high priority for public service dollars given the continued high number of homeless over the last two years.

6. Summary of comments or views not accepted and the reasons for not accepting them

No comments received were not accepted.

7. Summary

Based on feedback received during public meetings, additional venues for public comment will need to be explored, either online or targeted.

PR-05 Lead & Responsible Agencies - 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

The following are the agencies/entities responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
CDBG Administrator	Joplin	Planning, Development and Neighborhood Services
HOME Administrator	Joplin	Planning, Development and Neighborhood Services

Table 1 – Responsible Agencies

Narrative

The City of Joplin acts as administrator for all Community Development Block Grant funded projects within the jurisdiction of the City of Joplin and administers all HOME funded projects throughout the jurisdiction of the Joplin HOME Consortia on behalf of all members.

Consolidated Plan Public Contact Information

Troy Bolander, Director of Planning, Development, and Neighborhood Services

602 S. Main St. Joplin, MO 64801

(417) 624-0820 ext. 1510

AP-10 Consultation - 91.100, 91.200(b), 91.215(l)

1. Introduction

Consultation on the development of the plan occurred early this year and the plan has been further developed through public meetings and public comment.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l)).

The City of Joplin's Public Housing Authority is a separate entity who develops their own plans and receives their own funding. The highest public participation was the public meeting held at the PHA in the formulation of this Action Plan. However, the City does utilize the Housing Authority as a valuable resource in developing plans and identifying at-needs populations. One such growing population in the city is the elderly. Our Housing Authority has identified this as a need area, and we will be partnering with them to develop strategies by which to remedy this and other problems. Some potential strategies have been identified as part of the 2021 Comprehensive Joplin Housing Study. City staff and Public Housing Authority staff serve on the Community Housing Resource Board to promote fair housing and to ensure regular contact and awareness of activities performed by both entities.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

The City of Joplin assists the area's Homeless Coalition with the administration of their HMIS system through reimbursement through an annual public service grant. Furthermore, City department staff serve on the Homeless Coalition Board and committees including the Vice-Chair for the Homeless Coalition and chair of the Prioritization Committee. The City also serves as a consultant for the Coalition and will work with the Coalition to develop strategies for combating homelessness. In the development of the Consolidated Plan, we met with Homeless Coalition members to discuss the homeless needs of the area.

The City has recently completed a homelessness strategic plan. The focus of the is creating a regional commission on homelessness to better engage with surrounding jurisdictions and agencies, as well as system of care team to enhance coordination between providers and develop key initiatives for implementation to be utilized by all providers.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate

outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

The City of Joplin serves as an environmental oversight body for all of the Continuum of Care Organizations Operating in our area; However the involvement over the allocation of ESG funds is limited to staff serving as chair on the prioritization committee as a member of the coalition who does not apply for ESG. However, the City does provide CDBG funds towards the reimbursement of the Homeless Coalition's HMIS use. The system allows the Coalition to identify the shortfalls in our service of homeless populations.

2. Agencies, groups, organizations and others who participated in the process and consultations

1	**Agency/Group/Organization**	ECONOMIC SECURITY CORPORATION OF THE SOUTHWEST AREA
	Agency/Group/Organization Type	Housing Services - Housing Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-Persons with HIV/AIDS Services-Victims of Domestic Violence Services-homeless Services-Employment Service-Fair Housing Publicly Funded Institution/System of Care Regional organization Planning organization
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Non-Homeless Special Needs Lead-based Paint Strategy

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Economic Security Corporation of the Southwest Area provides a number of services to the Joplin Consortium Area. They preside over the area's Homeless Coalition, are a CHDO, and they provide a number of other services to low-income individuals. ESC was consulted throughout the process in order to develop a better plan in regards to housing and homelessness strategies.
2	**Agency/Group/Organization**	JOPLIN AREA HABITAT FOR HUMANITY
	Agency/Group/Organization Type	Housing Services - Housing Services-Children Services-Elderly Persons Service-Fair Housing Regional organization
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Market Analysis Lead-based Paint Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Joplin Area Habitat for Humanity is a valuable housing resource for the City of Joplin; the City has partnered with them numerous times in the past to provide housing opportunities for low-moderate income families. With their housing expertise, JAHFH was consulted in regards to housing needs of the area specifically. They provided guidance on housing and market needs.
3	**Agency/Group/Organization**	One Joplin
	Agency/Group/Organization Type	Regional organization Planning organization Coalition
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Non-Homeless Special Needs Anti-poverty Strategy

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	One Joplin is a coalition, collaborative effort to bring together service agencies from across the Joplin Area. The effort currently has three work groups, which focus on health, human services, and poverty. The City has representatives on all three teams, but the Community Development Division works primarily with the Poverty work team. The Poverty team has afforded the opportunity to discuss and design methods to "move the needle" on poverty. The group has provided input on the proposed Action Plan, and will continue to help guide program resources where they are needed.
4	**Agency/Group/Organization**	Community Housing Resource Board
	Agency/Group/Organization Type	Housing PHA
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Non-Homeless Special Needs Anti-poverty Strategy Lead-based Paint Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Community Housing Resource Board serves as a Fair Housing outreach and advocacy group within the City of Joplin. Their input is valuable in identifying housing need areas and needed policy changes. The group will be especially important as the City begins the Assessment of Fair Housing Process in the 2017 Program Year.
5	**Agency/Group/Organization**	Legal Aid of Western Missouri - Joplin Office
	Agency/Group/Organization Type	Services-Persons with Disabilities Services-homeless Service-Fair Housing Regional organization LMI Legal Services
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs Anti-poverty Strategy

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Legal Aid of Western Missouri has entered into agreement to provide legal services to non-profit housing organizations to further affordable housing. Legal Aid also is working with One Joplin and the City on Landlord/Tenant education.
6	**Agency/Group/Organization**	US Ignite, INC
	Agency/Group/Organization Type	Services - Broadband Internet Service Providers
	What section of the Plan was addressed by Consultation?	Market Analysis Economic Development
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City of Joplin is a member of US Ignite as part of the Smart Cities resiliency program. Currently the City is conducting a broadband gap analysis as part of this partnership. Link to surveys are on the Joplin Website https://www.joplinmo.org/1124/Smarter-Joplin. Smarter Joplin is also part of the resiliency component of the Disaster Recovery Program.
7	**Agency/Group/Organization**	Joplin Economic Housing Development Initiative
	Agency/Group/Organization Type	Housing Services - Housing Services-Children Services-Elderly Persons Service-Fair Housing Regional organization Community Housing Development Organization
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Market Analysis Lead-based Paint Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Currently the most active CHDO in the Consortium and was key to planning to meet expenditure needs for the Consortium.
	Agency/Group/Organization	Missouri Stat Public Defender's Office

8	**Agency/Group/Organization Type**	Regional organization LMI Legal Services
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The agency attended the CoC meeting to coordinate services with the CoC and provide a presentation
9	**Agency/Group/Organization**	Missouri Department of Mental Health
	Agency/Group/Organization Type	Housing Services - Housing Services-Behavioral Heath Services-Elderly Persons Service-Veterans Regional organization
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Market Analysis Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Member of the Homeless Coalition and primary provider of shelter care+
10	**Agency/Group/Organization**	Veterans Administration
	Agency/Group/Organization Type	Housing Services - Housing Services-Veterans Services-Elderly Persons Service-Fair Housing Regional organization

	What section of the Plan was addressed by Consultation?	Housing Need Assessment Market Analysis Lead-based Paint Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Attended the CoC meeting
11	**Agency/Group/Organization**	Joplin Job Cener
	Agency/Group/Organization Type	Services – Job Training Services-Youth
	What section of the Plan was addressed by Consultation?	Market Analysis
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The principle provider of LMI job training in the area, hope to coordinate in the future

Table 2 – Agencies, groups, organizations who participated

Identify any Agency Types not consulted and provide rationale for not consulting

The City does not identify any agencies which there would be a rational for not consulting. Some agencies might not be directly listed, but only due to their participation being achieved through program administration of other organizations and coalitions. For example, Jasper County is not listed as an agency consulted but Economic Security Corporation operates the Jasper County Public Housing Authority and Unincorporated Jasper County is a member of the Joplin HOME Consortium, and therefore is consulted through other means.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	The Homeless Coalition of SWMO	Concurrence
Comprehensive Plan 2012	City of Joplin	Housing
2020 Comprehensive Housing Study	City of Joplin	Housing
2024 Strategic Homelessness Plan	City of Joplin	Homelessness/Housing

Table 3 – Other local / regional / federal planning efforts

Narrative

The City of Joplin Engineering department is responsible for floodplain management with the Director of Engineering being the designated floodplain manager. Currently the department has completed a multi-year flood plain FIRM update in coordination with MO DNR and has identified eight flood control projects to be completed in the next 10 years.

Further the Emergency Management Department of the City of Joplin is responsible for response and resiliency to disasters. Feedback and regional consultation is regularly conducted through partnerships and committees such and the Local Emergency Planning Committee, the Jasper/Newton County Emergency Healthcare Coalition, the Community Organizations Active in Disaster Coalition, and the Four Corners

Emergency management group form all four states in this region. Public education and training are provided by the department to improve local resiliency to disasters and are regularly located in LMI areas. https://www.joplinmo.org/221/Plan-Prepare

AP-12 Participation - 91.401, 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation Summarize citizen participation process and how it impacted goal-setting

Currently the City of Joplin solicits feedback from the public in accordance with the Citizen Participation plan including two public meetings, two comment periods, Council meetings, newspaper adds and internet outreach. Further stakeholder engagement is held with discussion with current participant and subrecipients in the program reviewing program performance. Community Development activities funded by Housing and Urban Development are also included in the framework for discussion for any activities taking place in target areas identified in current action plans. For example, Historic Preservation efforts such as nomination of National Register Districts in LMI neighborhoods involve public engagement with respect to ongoing Community Development efforts and not solely those related to Historic Preservation.

The pandemic identified a weakness in the public participation process for the City. In person meetings at times were unable to be held or had low attendance. The City hopes to include in a future adopted budget, licensing for on online platform to receive public feedback for ongoing City programs, whether they be related to Community Development or other departments.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
Sort Order	Mode of Outreach	Target of Outreach	Summary of			
response/attendance	Summary of					
comments received	Summary of comments not accepted and reasons	URL (If applicable)				
1	Newspaper Ad	Non-targeted/ broad community	Advertisement to encourage public attendance at public meetings. Resulted in no attendance other than participating non-profits.	The Homeless Coalition provided feedback at the positive effect of funding to Coordinated Entry		http://www.joplinglobe.com/
2	Internet Outreach	Non-targeted/ broad community				https://www.joplinmo.org/992/HUD-Documents-and-Program-Applications
3	Public Meeting	Non-targeted/ broad community				

Table 4 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources - 91.420(b), 91.220(c)(1,2)

Introduction

As of the time this draft of the plan was written and presented, the allocation has not been received by HUD. All allocation are based on last years allocation and funding for infrastructure will be adjusted contingent of final allocation for CDBG and CHDO funding will

be adjusted based of allocation for the HOME Consortium.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	568,581	0	0	568,581	568,581	The prior years resources reflect funds allocated to projects approved under previous plan but are ongoing.
HOME	public - federal	Acquisition Homebuyer assistance Homeowner rehab Multifamily rental new construction Multifamily rental rehab New construction for ownership TBRA	613,842	0	0	613,842	613,842	On average, the City of Joplin receives a $500,000 annual HOME allocation. These funds will be used to provide safe, decent, and affordable housing through New Construction and Rehabilitation Activities.
Other	public - federal	Admin and Planning Economic Development Housing Public Services	56,000	0	0	56,000	56,000	Current amount of CDBG-CV funds

Other	public - federal	Public Improvements Other	3,600,000	0	0	3,600,000	3,600,000	This is an estimated amount of CDBG-DR I funds available during the reporting period. CDBG-DR II is closed.
Other	Public - Federal	Acquisition Non-Congregant Shelter Housing TBRA	1,600,000			1,600,000	1,600,000	The Amount of HOME-ARP Funds

Table 2 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

The most recent Housing Study identified potential avenues to increase the funds leveraged. Currently there are existing financing options through State agencies such as MHDC that are not currently utilized at a high rate. Such financing could be utilized if lenders and homebuyers are made more aware of their availability. The City intends to encourage use of private financing with HOME funds in the mix to increase the provision of affordable housing. More program options in offering CHDO homebuyer assistance, in addition to subsidizing construction, can help incentivize homebuilders to adjust to program changes and help difficult to qualify homebuyers. Partial subsidy of construction and homebuyer assistance will spare more funds for other projects, while simultaneously improving a significant difficulty of program participants by qualifying homebuyers. The Community Development office is also working to clean title on County owned lots to assist in the provision of buildable lots for affordable housing developers. The City is also investigating the creation of a CDFI using City Use Tax funds. The intent is to drastically increase the ability to leverage dollars through the New Market Tax Credit Program and the Capitol Magnet Fund.

Following the Joplin Tornado, there was a large amount of non-federal assistance in the form of donated dollars to area housing non-profits. Non-profits that work with the Joplin HOME program used these dollars produce a number of HOME eligible projects that were claimed as HOME match. Currently the City of Joplin has a large match credit balance of over $1.5 million. The City continues to earn a limited amount of HOME match through waived permits and parts of HOME projects that are not Federally funded, but relies on match credit to ensure that the program meets match requirements. HOME match was again waived following the pandemic and has allowed the HOME match balance to grow once again. The City implementing a Use Tax and ARPS funded for a sizeable homeowner rehab program.

If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

Community development is currently funding cleaning titles of a limited number of lots, and the subrecipient has filed at the circuit court. The City is also coordinating with the County to convey lots in the County Trust to affordable housing providers.

Discussion

Using the City's annual allocations over the course of the next year, the City's goal will be to develop and revitalize the low-moderate income areas of the community. The primary area of focus for the Action Plan reporting period is the East Town Neighborhood.

The City of Joplin HOME program largely benefits the Low/Moderate and low-income household. Extremely low-income household are difficult to quality for homeownership and very few if any of the homeowner rehab applicants fall into the extremely low-income category. When an extremely low-income household applies to the homeowner rehab program, they are prioritized based on need. Most extremely low-income household benefit is achieved through the CDBG public service activities, specifically homelessness prevention. In an average year, approximately 200 households are served through coordinated entry and through the Housing Connect program are sheltered or permanently housed.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives - 91.420, 91.220(c)(3)&(e)

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Provide Safe, decent affordable housing	2020	2024	Affordable Housing	Citywide	Safe Decent Affordable Housing	HOME: $553,537	Homeowner Housing Added: 4 Household Housing Unit Homeowner Housing Rehabilitated: 4 Household Housing Unit
2	Improve infrastructure and Encourage economic Dev	2020	2024	Non-Housing Community Development	Census Tract 101	Public Infrastructure and Facility Improvements	CDBG: $472,147	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 1200 Persons Assisted
3	Improve livelihood through Public Service Activity	2020	2024	Affordable Housing Public Housing Homeless Non-Homeless Special Needs Non-Housing Community Development	Citywide	Public Services for Low income and Special Needs	CDBG: $67,000	Homelessness Prevention: 200 Persons Assisted

Table 3 – Goals Summary

Goal Descriptions

1	**Goal Name**	Provide Safe, decent affordable housing
	Goal Description	New Construction and rehabilitation projects to be completed through coordination with local non-profit organizations such as Habitat for Humanity and Economic Security Corporation in the East Town Neighborhood, a Low-Mod area. Due to the low property values of the area and low area median income, homeownership is difficult to qualify for any but low-income households. If the goal of 6 new home owner households to benefit, it is likely that 5 will be low/moderate income and hopefully at least one be a low-income household.
2	**Goal Name**	Improve infrastructure and Encourage economic Dev
	Goal Description	Providing for the repair and rehabilitation of infrastructure in the East Town Neighborhood. These infrastructure projects will seek to add sidewalks, improve road conditions, and repair and add sanitary sewer systems. Furthermore, there is a planned economic development activity this action plan to create/retain jobs.
3	**Goal Name**	Improve livelihood through Public Service Activity
	Goal Description	Assisting the goals of the Homeless Coalition with the purpose of reducing homelessness though reimbursement for the use of their HMIS system and opening dialogues through reimbursement of the Community Housing Resource Board. In addition, funding will be provided to the Homeless Coalition for the Continuance of their Coordinated Entry Program and neighborhood clean-up will receive an allocation to maintain that activity.

AP-35 Projects - 91.420, 91.220(d)

Introduction

#	Project Name
1	2024 CDBG Planning and Admin
2	2024 HOME Planning and Admin
3	2024 CHDO Activities
4	2024 Public Infrastructure
5	2024 Public Service activities

Table 4 – Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

The Coordinated Entry program continues to assist the Homeless Coalition provide services to current needs. Funding will remain at current levels while the observed increase in demand of services is observed. Neighborhood feedback has continued to be in support of neighborhood infrastructure improvements specifically sidewalks north of Broadway in the neighborhood of East Town. HOME funds have been allocated based on past performance and production has increased significantly as a form homebuyer new construction. This year homeowner rehab is unfunded due to the availability of alternative funds. Lack of funding is the most significant obstacle to serving underserved needs. Slum and Blight funds have been expended. The new target area for slum and blight renewal is still in the Sunshine lamp District, however further south than before, one the area received designation. If the area does not received designation, the plan will be amended to move the funds into infrastructure.

AP-38 Project Summary

Project Summary Information

1	**Project Name**	2024 Public Service Activities
	Target Area	Citywide
	Goals Supported	Improve livelihood through Public Service Activity
	Needs Addressed	Public Services for Low income and Special Needs
	Funding	CDBG: $85,000 under this plan.
	Description	Public services provided through the Homeless Coalition including funding for HMIS and Coordinated Entry. Further programs include Tool Lending Library and Neighborhood Cleanup funded under this plan
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	200 select clientele individuals. Tool Lending Library/approximately 20 income qualifying individuals
	Location Description	
	Planned Activities	
2	**Project Name**	2024 CHDO Activities
	Target Area	Citywide
	Goals Supported	Provide Safe, decent affordable housing
	Needs Addressed	Safe Decent Affordable Housing
	Funding	HOME: $552,457
	Description	
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	

	Planned Activities	Area is throughout the HOME Consortium. Activities include all provision of new housing received from a designated CHDO that meet HOME eligibility, however, most will be likely single family new construction.
3	**Project Name**	2024 Public Infrastructure
	Target Area	Census Tract 101
	Goals Supported	Improve infrastructure and Encourage economic Dev
	Needs Addressed	Public Infrastructure and Facility Improvements
	Funding	CDBG: $371,864
	Description	
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	600 Residents in the Neighborhood of East Town
	Location Description	East Town Neighborhood
	Planned Activities	
4	**Project Name**	2024 CDBG Planning and Admin
	Target Area	Citywide
	Goals Supported	Provide Safe, decent affordable housing Improve infrastructure and Encourage economic Dev Improve livelihood through Public Service Activity
	Needs Addressed	Safe Decent Affordable Housing Public Infrastructure and Facility Improvements Public Services for Low income and Special Needs
	Funding	CDBG: $113,716.00
	Description	
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	

	Planned Activities	
5	**Project Name**	2024 HOME Planning and Admin
	Target Area	Citywide
	Goals Supported	Provide Safe, decent affordable housing Improve infrastructure and Encourage economic Dev Improve livelihood through Public Service Activity
	Needs Addressed	Safe Decent Affordable Housing Public Infrastructure and Facility Improvements Public Services for Low income and Special Needs
	Funding	CDBG: $61,384.00
	Description	
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	Target area is throughout the HOME Consortium

AP-50 Geographic Distribution - 91.420, 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

The City has a few census tracts that are identified as to having 51% Low-Moderate Income households. These census tracts are 101, 106.1, 108, and 110 have been the traditional LMI tract in the City. Census tract 106.2 has since been reclassified since the 2020 Census. Public improvements for FY 2023 will be concentrated in tract 101, more specifically in the East Town neighborhood. Additionally, HOME projects will be located within the Consortia area with hopes to serve unserved Consortium members.

Geographic Distribution

Target Area	Percentage of Funds
Sunshine Lamp District	**15**
Census Tract 101	**70**
Citywide	**15**

Table 5 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

By concentrating a large portion of our funds on a specific area, we can make a more profound impact. East Town is an area that has been identified as high need by city staff and residents who currently reside in the area. It is also a very large neighborhood and has been a multi-year effort to improve the neighborhood Infrastructure.

Discussion

The City of Joplin's target areas are those areas of the City that are generally considered to be low-income or difficult to develop. The City is also coordinating the efforts of area non-profits in the same target area both in terms of housing and services. Non-entitlement funded community projects, including historic preservation activities, are underway and are meant to stabilize the target area on a long-term horizon. Further opportunity will be available for the target areas contingent on the Use Tax funded activities that are selected for implementation, especially the neighborhood and hosing related programs.

Affordable Housing

AP-55 Affordable Housing - 91.420, 91.220(g)

Introduction

One Year Goals for the Number of Households to be Supported
Homeless - 200
Non-Homeless - 15
Special-Needs
Total - 215

Table 6 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through
Rental Assistance
The Production of New Units - 4
Rehab of Existing Units - 6
Acquisition of Existing Units
Total - 10

Table 7 - One Year Goals for Affordable Housing by Support Type

Discussion

The yearly goal for the City of Joplin is to be able to provide housing assistance to as many families as possible. Through the construction of new housing inventory, we hope to further affordable housing for citizens.

AP-60 Public Housing - 91.420, 91.220(h)

Introduction

The Joplin Public Housing Authority currently manages 168 public housing units and oversees 435 Section 8 Vouchers. The Housing Authority upkeeps their units to an exceptional standard and ensures Section 8 landlord's compliance. The City of Joplin does not directly oversee or manage the Housing Authority.

Actions planned during the next year to address the needs to public housing

The Joplin Public Housing Authority has identified the following goals during the upcoming year: expand the supply of affordable housing; reduce public housing vacancies; leverage private or other public funds to create additional housing opportunities; improve the quality of affordable housing; increase customer satisfaction; conduct outreach efforts to potential voucher landlords; continue to implement voucher homeownership program; promotion of self-sufficiency of residents. Further, the PHA is currently in the process of implementing a Rental Assistance Demonstration to create greater flexibility and cost efficiency in program delivery.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

First, the Housing Authority of Joplin regularly has resident representation on the governing Board. One of the major goals of the housing authority is the promotion of self-sufficiency for their residents. While there are no formal programs for home ownership or assistance within the housing authority, residents do have resources available to them through the City or other area non-profits. The Housing Authority and the Community Development division hope to refer one to two Housing Authority residents to become homeowners through CHDO activities within the next reporting period. This intention to provide CR homebuyer assistance as part of CHDO activity underwriting should help qualify least-well off public housing residents that are determined to be good candidates for homeownership.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

The Housing Authority is not designated as troubled.

Discussion

The Joplin Public Housing Authority Director meets quarterly with the Community Development Office to inform both organization on ongoing operations. This is achieved through both the Community Development Planner and the Public Housing Director serving on the Community Housing Resource Board.

AP-65 Homeless and Other Special Needs Activities - 91.420, 91.220(i)

Introduction

The Homeless Coalition has been making improvements to permanently house the homeless and address special needs annually. The number assisted has increased, however the last point-in-time count has shown a slight increase in the unsheltered. Upon completion of follow-up survey, the coalition found that an unusual number of homeless are not from the area as compared to previous years.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

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

In the last year, the Coalition street outreach team has doubled street outreach from one a month to every other week. The City has also recently completed a Homelessness strategic plan. Parallel to the finalization of the pan the City of Joplin Police Department has been exploring the staffing of social workers as part of the department to conduct outreach with the homeless at the recommendation of the Chief of Police.

The Homeless Coalition provided the following information regarding their services:

Prevention

Emergency Shelter

Transitional Housing

Rapid Re-Housing

Permanent Subsidized Supportive Housing

Permeant Housing – Rental and Homeownership

Coordinated Entry assesses homeless need and refers homeless or at risk homeless to appropriate

service providers.

Notes: The Homeless Coalition's outreach efforts will include a variety of strategies to reach people who are living unsheltered. One method will be to host two Project Homeless Connect events per year. (January and July) The events will be advertised through local social service agencies and meal sites. They are set up as a one stop shop event offering information, resources, giveaways, and services on site. All people attending Project Homeless Connect events will be surveyed. The survey collects information about length of homelessness, reasons for homelessness, and tracks a number of indicators.

Outreach also happens once per year when the Point-In-Time count is conducted. (January) Teams of volunteers divide up the communities and known locations in search of people living unsheltered. Volunteers survey people they encounter and offer resource information.

Addressing the emergency shelter and transitional housing needs of homeless persons

As part of the Continuum of Care the Homeless Coalition regularly analyses gaps in homeless need and services. One area needing increased level of service is emergency shelter and transitional housing. To that end Watered Gardens (Coalition Shelter) is establishing a new facility in the former Washington Elementary School for women with children.

The current emergency shelter providers are:

Restoration Life, Souls Harbor, Watered Gardens, Carthage Crisis Center

The current transitional housing providers are:

The H.O.U.S.E. Inc., Economic Security Corporation, Lafayette House, Carthage Crisis Center

Homeless persons receive referral to providers through Coordinated Entry.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

As part of the established Continuum of Care, the Homeless Coalition employs a Point in Time count, and a Housing Inventory Count to specially identify and house/shelter the chronically homeless, families with children, veterans and unaccompanied youth. Veterans, families with children and unaccompanied

youth are tracked monthly and prioritized.

The Homeless Coalition established committees to address chronically homeless, families with children, veterans and unaccompanied youth:

- Services for Homeless Veterans
- Monitoring Committee
- Prioritization Committee

Economic Security Corporation also operates the Chronically Homeless Program as part of the Permeant Subsidized Supportive Service implementation of the Homeless Coalition.

Notes: The Homeless Coalition maintains a Coordinated Entry process abiding by **Policy 5.00 Order of Priority for Permanent Supportive Housing Projects** which outlines how persons experiencing homelessness will be prioritized for housing services in our community. The policy states that the most vulnerable will be prioritized first which would include the chronically homeless.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs..

Coalition Members and area service providers refer at risk of homelessness households to Coordinated Entry. Area service providers include non-profit thrift stores, local hospitals, MO Career Center, Veterans Affairs, the Joplin Health Department and Community Development Office, Preferred Family Healthcare providers and Legal Aid of Western Missouri.

Current homeless prevention service providers include Catholic Charities, Economic Security Corporation, Legal Aid, Bright School District, Futures, Children's Haven, Lafayette House, the Salvation Army and Crosslines.

Legal Aid is instrumental in providing legal services to prevent homelessness due to eviction. This role has been greatly increased in the last year due to the pandemic and pending evictions once the moratorium is no longer in affect.

Discussion

The Homeless Coalition has made great strides in their services and programming since the implementation of the Housing Connect Program, and in particular in the last year. The website has been significantly upgraded to be a better resource center and through the recently completed

homelessness strategic plan has a framework to better the system of care. The Coalition has better input from Coalition members and the community at large through the formulation of said plan. In their partnership with the City and area service providers, particular focus will be placed on prevention activities. Specifically, through an existing coalition of area non-profits known as One Joplin, the City will work with area non-profit and for-profit service providers to ensure that persons are not discharged or released into vulnerable situations. Potential partners include the Housing Authority, Freeman Hospital, Mercy Hospital, and Ozark Center.

Non-housing, special needs populations are at the most risk of becoming homeless. In the upcoming year, the City will provide funding towards the Homeless Coalition's HMIS and Coordinated Entry Programs. Coordinated Entry will help those who are risk of becoming homeless be diverted into stable housing or referred to proper service providers.

AP-75 Barriers to affordable housing -91.420, 91.220(j)

Introduction

The Continuum of Care reports a shortage of one bedroom or single occupant rentals. Further, many providers that do provide affordable units might not provide accessible units. The largest supplier of accessible units in the area is the PHA and the waitlist is often highly populated by those with a disability requiring an accessible unit.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

The City has made some progress on objectives laid out in its Analysis of Impediments to Fair Housing. Recently the City has begun work on creating a Tenant Bill of Rights ordinance. In addition, the City will has adopted an updated zoning code to be more in line with the 2012 Comprehensive Plan, allow for greater flexibility in housing choice and minimum requirements. Code updates address setback, minimum lot size and minimum housing footprint requirements of the existing code to increase affordable housing supply in older affordable neighborhoods, where old recorded lots make new construction difficult to comply with current code. The Joplin Public Housing Authority has had increasing difficulty in landlords accepting housing choice vouchers as had all hosing providers since the housing shortage. The City is implimenting a sizable home rehab program to improve quality of housing stock with funds from the Use Tax and a recently received ARPA grant.

Discussion

HOME funded activities have, particularly CHDO activities, have made great improvement in modifying building plans to create accessible units including, slab on grade foundations and budgeting for on site alterations prior to move in for applicants that require accommodation.

AP-85 Other Actions - 91.420, 91.220(k)

Introduction

The City is currently conducting a prioritization process for a number of action plans to address neighborhood needs, neighborhood revitalization, housing and homelessness.

Actions planned to address obstacles to meeting underserved needs

FY2024 activities that will address underserved needs of the community will consist of the following Public Service activities. The City of Joplin will help assist with homeless needs (HMIS Reimbursement and Coordinated Entry Program).

Actions planned to foster and maintain affordable housing

The housing activities described earlier (homeowner rehabilitation and CHDO activities) will all foster and maintain affordable housing in the area for a total of approximately 8 affordable units assisted. Furthermore, the City is proactively fostering the use of affordable housing tools to increase the productivity of affordable housing providers. Cleaning title on County owned lots will begin a small land bank for affordable housing. Through collaboration with the One Joplin Coalition the City and One Joplin have launched a landlord/tenant education program funded by a grant from the Missouri Foundation for Health. This is intended to decrease the number of evictions in affordable rentals in the city due to better rental practices. Further, the creation of a CDFI is currently being explored to enhance resources to increase the provision of affordable housing.

Actions planned to reduce lead-based paint hazards

Lead testing is required for rehabilitation programs. Participating organizations will follow current HUD lead-based paint regulations. In addition, every six months, Economic Security Corporation randomly audits one of its projects to verify compliance. A copy of the City's current Lead-Based Paint policies is included in the plan appendices.

Actions planned to reduce the number of poverty-level families

The City is currently evaluating possible future economic development activities under the current consolidated plan. The City of Joplin, through support of the Coordinated Entry Program, hopes to increase job placement of those at risk of homelessness and eventually out of poverty. Further, the provision of affordable housing will alleviate those low-income families effectively living in poverty due to housing cost burden.

Actions planned to develop institutional structure

The City has expanded involvement with One Joplin, a coalition of non-profits within the City. One Joplin is increasing collaboration and beginning to conceive of low-income and poverty focused projects, both

in services and housing. Partnership with this group will help with outreach and programming and allow for excellent delivery of services despite decreasing funding. City staff has representation to the One Joplin steering team and the Community Development Planner is on the One Joplin Poverty Team, and the City staff representative Housing Sub-Committee. The One Joplin Poverty Team Housing Sub-Committee is nearing the end of a planning phase for an affordable micro-home design program, and rental rehabilitation program. This year One Joplin has launched a landlord/tenant education program with the goal of leading to housing policy updates in the future.

Actions planned to enhance coordination between public and private housing and social service agencies

One Joplin is the local coalition of 40 non-profits and a total of 70 organizations. Each organization sends representatives to the facilitating teams of Health, Human Services, Poverty, Literacy, and Transportation relevant to their organizational mission. The City Manager sits on the steering team of One Joplin. The Joplin Community Development Planner co-chair on the Poverty Team and sits on the Housing Sub-Committee. The City will continue its partnership with ESC and Habitat for Humanity as CHDO's using HOME funds.

Discussion

As mentioned in other sections in this plan, the Use Tax and ARPA funds are being used to fund activities in addition to the resources available to Community Development activities related to Housing, Homelessness, neighborhood services and neighborhood revitalization.

Program Specific Requirements

AP-90 Program Specific Requirements - 91.420, 91.220(l)(1,2,4)

Introduction

Community Development Block Grant Program (CDBG)
Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan
3. The amount of surplus funds from urban renewal settlements
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan.
5. The amount of income from float-funded activities

Total Program Income

Other CDBG Requirements

1. The amount of urgent need activities

HOME Investment Partnership Program (HOME)
Reference 24 CFR 91.220(l)(2)

1. A description of other forms of investment being used beyond those identified in Section 92.205 is as follows:

The City through sub-recipients offers HOME funds for owner-occupied rehabilitation on a forgivable loan basis and offers homebuyer’s subsidies to allow affordable homes to low- and moderate-income homebuyers through the CHDO activity. Homebuyer assistance through CHDO's are offered through the CHDO and do not exceed the 10% threshold for HOME investment.

2. A description of the guidelines that will be used for resale or recapture of HOME funds when used

for homebuyer activities as required in 92.254, is as follows:

The CITY shall have the right to review and audit all records of any DEVELOPER pertaining to any payment by the CITY. Said records shall be maintained for a period of five years after the project completion date. Except, for documents imposing Resale/Recapture restrictions which must be retained for Five years after the affordability period terminates [92.508 (c)(2)].

The HOME-assisted housing must meet the affordability requirements for not less than the applicable period specified in the following table, beginning after project completion.[92.254 (a)(4)].

The DEVELOPER shall assure that any NOTES and MORTGAGES recorded for homebuyers shall be in compliance with 24 CFR 92.254 and that the DEVELOPER will monitor each unit for principal residency (under 92.254(a)(3)) and resale/recapture (under 92.254 (a)(4) – (5)).

A copy of the City's current Deed Restriction and Covenant is found in the Appendices of this Plan

3. A description of the guidelines for resale or recapture that ensures the affordability of units acquired with HOME funds? See 24 CFR 92.254(a)(4) are as follows:

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

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

4. Plans for using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds along with a description of the refinancing guidelines required that will be used under 24 CFR 92.206(b), are as follows:

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

5. If applicable to a planned HOME TBRA activity, a description of the preference for persons with

special needs or disabilities. (See 24 CFR 92.209(c)(2)(i) and CFR 91.220(l)(2)(vii)).

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

6. If applicable to a planned HOME TBRA activity, a description of how the preference for a specific category of individuals with disabilities (e.g. persons with HIV/AIDS or chronic mental illness) will narrow the gap in benefits and the preference is needed to narrow the gap in benefits and services received by such persons. (See 24 CFR 92.209(c)(2)(ii) and 91.220(l)(2)(vii)).

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

7. If applicable, a description of any preference or limitation for rental housing projects. (See 24 CFR 92.253(d)(3) and CFR 91.220(l)(2)(vii)). Note: Preferences cannot be administered in a manner that limits the opportunities of persons on any basis prohibited by the laws listed under 24 CFR 5.105(a).

   The City is currently working on developing a

Joplin Area Habitat for Humanity®

We build strength, stability, self-reliance *and* shelter.

December 1st, 2023

Thomas Walters
City of Joplin
602 S. Main Street
Joplin, MO 64801

Re: Comments for 2024 Action Plan

Mr. Walters,

The Joplin Area Habitat for Humanity and the Joplin Economic Housing Development Initiative (JEHDI) have greatly appreciated our work together to advance affordable housing. Our work is dedicated to providing home ownership opportunities for those who do qualify through conventional lending. In the last 12 years we have built 157 homes, several of those are because of our relationship with the City of Joplin and the HOME Consortium.

We are grateful and ready to do more work as it is surely needed. We currently have 11 future homeowners selected and waiting and dozens more in the process. Our homeowner selection process can be difficult as we have a lot of prerequisites that must be met before selection occurs. We know that these families have been through the process and they are ready.

I understand that the City of Joplin has an amount of funds that is dedicated for rehabilitation. We have been fortunate to have our critical home repair program funded from exterior sources. Upon meeting recently with Ryan Peterson, CEO with Economic Security, we shared our perspective that the need for new construction is significant and it would be beneficial to take rehabilitation dollars and put towards new construction.

It has been estimated that there is a shortage of 122,075 affordable and available homes for extremely low-income renters in the State of Missouri alone. I am requesting that current and past rehabilitation dollars be reallocated to new construction to help us continue to try to fill that need for our proven home ownership program.

Please reach out with any questions or whatever is needed of me.

Sincerely,

Scott Clayton
Executive Director, Joplin Area Habitat for Humanity
President, Joplin Economic Housing Development Initiative

5201 North Main Street, Joplin, MO 64801 tel (417) 782-6533 fax (417) 781-4553 joplinhabitat.org

Walters, Thomas

From: Debra Gaskill <Debra.Gaskill@usc.salvationarmy.org>
Sent: Tuesday, January 16, 2024 12:42 PM
To: Walters, Thomas
Subject: Letter of support for HMIS funding

You don't often get email from debra.gaskill@usc.salvationarmy.org. Learn why this is important

This email originated outside our network. If it is unsolicited or unexpected, please delete. If expected, use caution when opening any links or attachments.

Good Afternoon Tom,

The Salvation Army Jasper Newton County would like to see the continuation of financial support for the Homeless Management Information System (HMIS). The HMIS system, or a comparable database is required by Missouri Housing Development Commision to track the use of funds they distribute to local agencies serving the homeless and low-income households.

Without the financial support from the Entitlement Program Action Plan for the HMIS system, each organization would be required to pay a portion of the cost, reducing the amount of financial assistance and the number of families and individuals in crises we are able to help.

Please accept this email as support and a request to keep the Homeless Management Information System as a part of the grant funding.

Many Blessings,

Debra Gaskill
Case Worker
The Salvation Army Jasper/Newton County
417-624-4528
Debra.gaskill@usc.salvationarmy.org

Homeless Coalition Meeting, January 8, 2024 attendance

- Rebecca Wuerdeman, Catholic Charities
- Melinda Blankenship, Catholic Charities
- Ruth Patrick, Sharity Global
- Tom Walters, City of Joplin
- Scott Cragin, City of Joplin
- Rhonda Thompson, Vita Nova Village
- Casey Van Story, Jasper County Public Housing Authority
- Lynette Lee, Mercy
- Belinda Kirkland, Ozark Center
- Chris Ailes, Catholic Charities
- April Crossno, Economic Security
- Jessica Lara-Hughes Dept. of Mental Health
- Denise Gallon, ACCESS family care
- Brian Harter, Joplin Job Center
- Shonna Greninger, Housing Connect
- Susanna Mercado, Jasper Co Public Housing Authority
- Tammy Walker, Economic Security
- Amy Bettenga, Children's Haven
- Rebacca Clemons, Home State Health
- Diana Gurley, Soul's Harbor
- Joni Baker, VA
- Dandy Myles, Institute for Community Alliances
- Robin Smith, Economic Security
- Ashley Shead, Lafayette House
- Christina Wilson, Legal Aid
- Sarah Canada, Legal Aid
- Debra Gaskill, Salvation Army
- Josh Shackels, Higher Society

Please Print

2nd Public Meeting -2024 Entitlement Action Plan in person Attendance

Date:January 8th, 2024 **Time: 11:30 am - 12:30 pm** **Place: Joplin City Hall, 602 S Main St 64801**

Name:	Agency:	Address:	Phone:	E-Mail Address:
Tom Walters	City of Joplin			twalters@joplinmo.org
SCOTT CRAGIN	CITIZEN	1415 CRESTWOOD	417 483-3194	SCOTT.CRAGIN@GMAIL.COM
Tom Wells	CITIZEN	1301 BIZAMAR DR	417-850-4700	TOMWELLSJR@SBCGLOBAL.NET
MATT MORAN	JOPLIN HOUSING AUTHORITY	1934 W 24TH	417-439-7810	mmoran@joplinpha.org

Please Print

Public Meeting -2024 Entitlement Action Plan

Date:November 27th, 2023 **Time: 4:00 pm - 6:00 pm** **Place: Joplin Public Housing Authority, 1824 W 24th St. Joplin**

Name:	Agency:	Address:	Phone:	E-Mail Address:
TROY BOLANDER	COJ	602 S. MAIN ST	417-621-7825	
Jeanie Morrison	—	919 Hampton Pl	417-434-7760	
Dan King	Fuller Center	3806 Ridge Dr	417-439-1206	danbking2@gmail.com
Thom Walter	COJ	602 S. Main		twalter@joplinmo.org
[illegible]	COJ	" "	4176240822	[illegible]
Gary Spruce	Housing Authority	4624 Newman Rd.	417-793-0306	gespruce@gmail.com
MATT MORAN	HOUSING AUTHORITY OF JOPLIN	1934 W 24TH	417-439-7810	mmoran@joplinpha.org
Ryan Jackson	Citizen	1729 S. Wall Ave	417-437-9844	

JOPLIN

PLANNING, DEVELOPMENT, &
NEIGHBORHOOD SERVICES

Community Development
602 South MainStreet
Joplin, Missouri 64801
Phone (417) 624-0820 Ext. 1539
Fax (417) 624-4620

PY 2024 Action Plan Public Meeting

Joplin Public Housing Authority
1834 West 24th Street
Joplin MO, 64804

Monday 27th of November, 2023
4:00pm – 6:00pm

The public is invited to come and go at their convenience to review the intended goals and activities for the Community Development Action Plan prior to submittal to the United State Department of Housing and Urban Development. Staff will be available to answer question and to receive comments to be incorporated in to current and future Action Plans.

Agenda Items

- **Attendance Registration and Introduction to Staff**
- **Summary of Community Development Objectives**
  - **Housing Needs**
  - **Non-Housing Needs**
- **Citizen Participation**
  - **Review of Past Comments**
- **Proposed Allocation for PY 2024 CDBG & HOME Allocations**

This will be the first of two public meeting in the formulation of the plan. A thirty day comment period will commence the day following the meeting in which further comments from the public may be received. For any questions with regard to the plan please contact community development staff.

NOTE: If you are in need of disability related auxiliary aids or services, contact our Joplin ADA Coordinator at 624-0820, Ext. 210, or the Joplin City Clerk's Office at 624-0820, Ext. 220. Kindly give us forty-eight (48) hours' notice to arrange for the aids or services. TTD Number (417) 625-4774. *Interpreter services are also available if requested at least seven calendar days in advance of the meeting. Servicios de interpretación están disponibles si se piden al menos 7 días antes de la reunión.*

Notice posted at 2:00 pm on this the fourteenth day November 2023 . (RsMO 610.020)

RESOLUTION NO. 2024-01

A RESOLUTION authorizing the filing of a One Year Action Plan with the U.S. Department of Housing and Urban Development as required for use of the City of Joplin's Community Development Block Grant Program (Entitlement) and the Joplin Consortium HOME Investment Partnership Program for program year 2024; and authorizing the City Manager to execute said Plan for and on behalf of the City of Joplin.

WHEREAS, the City of Joplin receives CDBG and HOME funds from the Department of Housing and Urban Development on an annual basis for the purposes of providing decent housing, suitable living environments, and economic opportunities for persons of low and moderate income; and

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

Section 1: That the City of Joplin file a One Year Action Plan for fiscal year 2023 for the City of Joplin's Community Development Block Grant Program (Entitlement) in the estimated amount of $568,581.00 and the Joplin Consortium HOME Investment Partnership Program grant in the estimated amount of $613,842.00 with the U.S. Department of Housing and Urban Development.

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

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

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holy Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Resolution 2024-003 – Approval for the support of the intent to apply for a $600,000.00 Transportation Alternatives Program (TAP) Grant and committing to the matching portion for the remainder of the project

MEETING DATE
April 15, 2024

ORIGINATING DEPT
Finance

ATTACHMENTS
Resolution 2024-003

REVIEWED BY
Department Head: Leslie Haase; Public Works Director: Dan Johnson; City Attorney: Peter Edwards; City Manager: Nick Edwards

SUMMARY
This Resolution grants approval for the support of the City's intent to apply for a $600,000.00 Transportation Alternatives Program (TAP) Grant and committing to the matching portion of the City-Owned 7th Street Sidewalks Project of approximately $1.4 million.

BACKGROUND
MoDot is seeking projects to be funded using Rural Statewide Transportation Alternatives Program (TAP) funds. Eligible projects include the construction of on-road and off-road trail facilities for pedestrians, bicyclists, and other non-motorized forms of transportation, including sidewalks, bicycle infrastructure, pedestrian and bicycle signals, traffic calming techniques, lighting, and other safety-related infrastructure, and transportation projects to achieve compliance with the Americans with Disabilities Act of 1990. The grant application is due by April 26, 2024. The City has an approved $2 million project on the 2025 Capital Improvement Sales Tax Program recently approved by the voters for City-Owned Sidewalks along 7th Street. The project will replace and ensure ADA compliance along 7th Street between Maiden Lane and Pennsylvania. This project will be a cost-share project with MoDot along with the 7th Street improvements project. The maximum grant award is $600,000.00 and requires a minimum of a 20% match. This project is estimated to cost a total of $2 million which will be funded through the Capital Improvement Sales Tax.

With this resolution, Council is committing to MoDot that upon grant award, the City will construct the project, provide the matching funds to complete the project and be the owner of the project.

FUNDING SOURCE
The Capital Improvement Sales Tax Fund will provide the grant match for this project, if awarded.

RECOMMENDATION
Staff recommends approval of this resolution.

RESOLUTION NO. 2024-003

A RESOLUTION of the City of Joplin, Missouri, stating the intent to pursue a Transportation Alternatives Program (TAP) Grant in the amount of $600,000.00 for the city-owned 7th Street Sidewalks Project; and, committing to the match funding for the remainder of the project, which is estimated to cost an additional approximate $1.4 million.

WHEREAS, MoDot is seeking projects to be funded using Rural Statewide Transportation Alternatives Program (TAP) funds; and,

WHEREAS, the City is pursuing $600,000.00 from the TAP grant for the City-owned 7th Street Sidewalk project, which will be a cost-share project with MoDot and is an approved 2025 Capital Improvement Sales Tax Project; and,

WHEREAS, the TAP grant requires a grant funding assurance resolution; and,

WHEREAS, the City Council of Joplin, Missouri, desires to apply for the Rural Statewide Transportation Alternatives Program (TAP) funds to replace and ensure ADA compliance for the City-owned sidewalks on 7th Street between Maiden Lane and Pennsylvania in conjunction with the 7th Street improvements by MoDot.

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

Section 1. The City of Joplin, Missouri is committed to funding the matching portion of the City-Owned 7th Street Sidewalks Project, if the Transportation Alternatives Program (TAP) Grant is awarded to the City.

Section 2. That the City Manager of the City of Joplin, Missouri, or his designee, hereby is authorized to prepare and submit documents which are necessary in applying for the TAP grant funding.

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

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Joplin, Missouri to be affixed this 15th day of April 2024.

_____
Mayor

ATTEST:

_____
Holly Nagy, City Clerk

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2024-116 Acquisition by Condemnation Proceedings for the N. Cox Avenue Drainage Improvement Project

MEETING DATE

ORIGINATING DEPT
Public Works-Engineering

ATTACHMENTS
Council Bill 2024-116
Exhibit Drawing

REVIEWED BY
Director of Public Works: Daniel Johnson; Director of Planning, Development & Neighborhood Services: Troy Bolander; Finance Director: Leslie Haase; City Attorney: Peter Edwards; Asst. City Manager: Tony Robyn; City Manager: Nicholas Edwards

SUMMARY
This Council Bill approves an ordinance declaring a public necessity for the acquisition of real property from Dixi A. Villatoro-Reyes, by condemnation proceedings for the N. Cox Avenue Drainage Improvement Project.

BACKGROUND
In April, 2022, City Council authorized the filing of a One Year Action Plan with the U.S. Department of Housing and Urban Development (HUD) for the City of Joplin's Community Development Block Grant (CDBG) Program and Home Investment Partnership (HOME) Program for fiscal year 2022. Included in the Action Plan were infrastructure improvements to the East Town Area which included the drainage way and box culvert system near 200 N. Cox Avenue.

Currently the City has been unable to reach an agreement with Dixi A. Villatoro-Reyes for the purchase of the North Half of Lots 1 and 2 in Block 9, Original Town of Joplin, Jasper County, Missouri. The property owner was offered $5,580.00, the fair market value as determined by professional opinion.

FUNDING SOURCE
Community Development Block Grant

RECOMMENDATION
Staff recommends approval of Council Bill 2024-116 Acquisition by Condemnation Proceedings for the N. Cox Avenue Drainage Improvement Project be approved on an emergency basis, in that said ordinance provides for public improvements and is considered to be an emergency per section 2.12(6) of the HOME RULE CHARTER of the City of Joplin, Missouri, and as such, this ordinance shall become effective immediately upon its passage. Furthermore, approval of this council bill will allow acquisition to be finalized, allowing construction to begin as scheduled, avoiding any unnecessary delays to the construction schedule, and is therefore an emergency.

COUNCIL BILL NO. 2024-116 ORDINANCE NO.

AN ORDINANCE declaring the necessity of acquiring for public use certain real property for the purpose of Drainage Improvements near the 200 Block of N. Cox Avenue; authorizing the City Manager and his designees to negotiate for the purpose of acquiring the necessary interests in land; authorizing the City Attorney and his designees to institute condemnation proceedings if such interests in land cannot be acquired by purchase through good faith negotiations; and containing an emergency clause.

WHEREAS, the City Council for the City of Joplin, Missouri, deems it necessary, desirable, advisable, and in the public interest to obtain certain real property for the purpose of drainage improvements near the 200 Block of N. Cox Avenue; and,

WHEREAS, the proposed drainage improvements were included in the 2022 Action Plan filed with City Council approval with the U.S. Department of Housing and Urban Development (HUD) and was included in the FY22 and FY23 budgets; and,

WHEREAS, after approval of the FY22 and FY23 budgets, the City Manager and his designees had authority to negotiate and acquire by purchase certain interests in property necessary for N. Cox Avenue Drainage Improvement Project; and,

WHEREAS, the City has the authority by virtue of Sections 88.010 to 88.070, 88.073, and 82.240 of the Revised Statutes of the State of Missouri, and by virtue of the Charter of the City of Joplin, Missouri, to acquire private property by condemnation proceedings for any public or municipal use, including uses or purposes stated herein.

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

Section 1. That it is hereby found, determined, and declared that it is necessary and in the public interest for the public purpose of constructing drainage improvements near the 200 Block of N. Cox Avenue, to acquire, by purchase or condemnation proceedings, real property for such public improvements, including but not limited to ditch improvements and box culvert replacement, and all work incidental and subsidiary thereto, all of which are situated in the City of Joplin, Jasper County, Missouri, and are legally described in Exhibit “A” attached hereto and incorporated by reference as if fully set forth herein.

Section 2. That the City Manager and his designees have negotiated in good faith with the owners of property herein described for the purpose of acquiring certain real property, herein described, and are hereby authorized to continue negotiations notwithstanding the filing of condemnation proceedings.

Section 3. That the City Manager and his designees are hereby authorized to execute necessary documents to pay and disburse funds to property owners, others holding property rights, and escrow agents pursuant to negotiated agreements.

Section 4. That, in the event of failure, following good faith negotiations, to reach agreement on the amount of compensation to be paid for such real property, and the acquisition thereof by purchase, the City Attorney and his designees, including special counsel, are hereby authorized and directed to institute condemnation proceedings for the purpose of acquiring such real property in the manner provided by the Revised Statutes of Missouri.

Section 5. That the City of Joplin declares that this Ordinance relating to public improvements, is an emergency within the meaning of Section 2.12 (6) of the HOME RULE CHARTER of the City of Joplin, and as such, shall be in full force and effect immediately from after its adoption and approval.

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

_____
Keenan T. Cortez, Sr., Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

EXHIBIT A

North Half of Lots 1 and 2 in Block 9, Original Town of Joplin, Jasper County, Missouri.



Date: 4/4/2024

1 " = 94 '

0 0.0075 0.015 0.03 mi

N

DISCLAIMER

This drawing is neither a legally recorded map or a survey and is not intended to be used as one. This map is compilation of records, information, and data located from the City of Joplin, Jasper and Newton Counties, and other State and Federal Offices, and other sources, affecting the area shown, and is to be used for reference purposes only. The City is not responsible for any inaccuracies herein.

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2024-113 – Agreement with G&G Construction Company, Inc. for the Miscellaneous WWTP Improvements 2024.

MEETING DATE
April 15, 2024

ORIGINATING DEPT
Public Works - Operations

ATTACHMENTS
CB2024-112 Ordinance, Agreement, Bid Summary

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

SUMMARY
This Council Bill will approve a agreement between the City of Joplin and G&G Construction Company, Inc for Miscellaneous WWTP Improvements 2024 in the amount of One Million Twelve Thousand Seven Hundred and 00/100 DOLLARS ($1,012,700.00).

BACKGROUND
During the 2024 budget process, nine priority projects were identified at both the Turkey Creek Wastewater Treatment Facility and the Shoal Creek Wastewater Treatment Facility that would address infrastructure rehabilitation or replacement and safety concerns in FY2024. These projects include replacement of decant valves; gravity belt thickener end section; snail pit flow control sluice gate and east sludge thickener at Shoal Creek. Repair of the west sludge thickener at Shoal Creek. Repair and replace methane gas piping at Shoal Creek. Cover UV effluent channel at Turkey Creek. Replace maintenance building check valves at Turkey Creek. Repair lagoon washout at Turkey Creek. Additional items have been identified as failed or failing since the original scope was prepared and were added to the bid. These include repair of the west sludge thickener and replacement of one (1) mixer at Shoal Creek and brush rotor repairs and replacement of three (3) mixers at Turkey Creek.

In accordance with the City of Joplin's procurement policies, a request for proposals for the Miscellaneous WWTP Improvements 2024 was advertised in the Joplin Globe on February 23, 2024 and bids were received by the city on March 26, 2024. A total of 3 bids were received, with G&G Construction Company, Inc. being the lowest responsive bidder. The bid was within 1.27% of the engineer's estimate.

FUNDING SOURCE
Sanitary Sewer Fund

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

COUNCIL BILL NO. 2024-113 **ORDINANCE NO**

AN ORDINANCE approving an agreement with G&G Construction Company, Inc. in the amount of One Million Twelve Thousand Seven Hundred and 00/100 DOLLARS ($1,012,700.00) for Miscellaneous WWTP Improvements 2024 and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin.

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

Section 1. That the said agreement by and between the City of Joplin and G&G Construction Company, Inc. in the amount of One Million Twelve Thousand Seven Hundred and 00/100 DOLLARS ($1,012,700.00), for Miscellaneous WWTP Improvements on behalf of the City of Joplin; a true and accurate copy of said agreement being attached hereto; be and the same is hereby approved.

Section 2. That the City Manager of the City of Joplin, Missouri, or his designee, is hereby authorized and directed to execute said 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 contractor's work under said contract, in substantial conformance with the attached agreement, in writing to the Director of Public Works and his certification to the effect to the Director of Finance, the contractors shall be paid from the Sanitary Sewer Fund.

Section 4. That this Council Bill shall have an effective date of May 7, 2024.

Passed by the Council of the City of Joplin, Missouri, this _____day of

_____, 2024 by a _____vote.

ATTEST: _____
Douglas W. Lawson, Mayor

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

COUNCIL BILL 2024-113

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

_____

Leslie Haase, Director of Finance

AGREEMENT
BETWEEN
CITY OF JOPLIN AND
G&G CONSTRUCTION CO. INC.

CITY		CONTRACTOR	
CITY OF JOPLIN 602 S. MAIN STREET JOPLIN, MO 64801		Name: G&G Construction Company, Inc. Address: 641 E. Java Street Carthage, MO 64836	
Attention:		Attention: Curtis Garner	
Department:		Phone: 417-358-7898	Fax: 417-358-7699
Phone:	Fax:		

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

WITNESSETH: That whereas, the Contractor has become the lowest responsible bidder for furnishing the supervision, labor, tools, equipment, materials and supplies and for constructing the following City improvements:

Miscellaneous WWTP Improvements 2024

The City and Contractor agree to the following:

1. Manner and Time for Completion. The Contractor will furnish all supervision, labor, tools, equipment, materials and supplies necessary to perform, and to perform said work at Contractor's own expense in accordance with the contract documents and any applicable City ordinances and state and federal laws within 240 calendar days from the date Contractor is ordered to proceed, which order shall be issued by the Director of Public Works within 30 days after the date of this contract.

2. Prevailing Wages. All labor utilized in the construction of the aforementioned improvements shall be paid a wage of no less than the "prevailing hourly rate of wages" for work of a similar character in this locality, as established and amended at any time by the Department of Labor and Industrial Relations of the State of Missouri. At any time, the contractor is found to not have paid prevailing wages, the contractor shall forfeit as a penalty to the city one hundred dollars for each underpaid worker employed, for each calendar day, or portion thereof such worker is paid less than the said stipulated rates for any work done under this contract.

3. Insurance Requirements. Without limiting any of the other obligations or liabilities of the Contractor, the Contractor 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 contractor to always maintain adequate insurance coverage during the term of the Contract. Failure of the Contractor to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability in general or under the Contract Documents.

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

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

Such policies shall name the City as an additional insured, with limits of liability not less than the sovereign immunity limits for Missouri public entities calculated by the Missouri Department of Insurance as of January 1 each calendar year and published annually in the Missouri Register pursuant to Section 537.610, RSMo. (See, http://insurance.mo.gov/industry/sovimmunity.php)

As of January 1, 2024, the minimum coverage for the insurance referred to herein shall be as set out below:

a. Workers' Compensation.... Statutory coverage per RSMo 287.010 et seq

Employer's Liability..... $1,000,000.00

b. Commercial General Liability Insurance, including coverage for Premises, Operations, Products and Completed Operations, Contractual Liability, Broad Form Property Damage, Independent Contractors, Explosion, Collapse, and Underground Property Damage and endorsed for blasting if blasting required. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Three Million Three Hundred Seventy Thousand One Hundred Thirty Seven and no/100 Dollars ($3,370,137.00) for all claims arising out of a single accident or occurrence and at least Five Hundred Five Thousand Five Hundred Twenty and no/100 Dollars ($505,520.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Contractor 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 Contractor, its employees, officers or agents. Contractor agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Three Million Three Hundred Seventy Thousand One Hundred Thirty Seven and no/100 Dollars ($3,370,137.00) for all claims arising out of a single accident or occurrence and at least Five Hundred Five Thousand Five Hundred Twenty and no/100 Dollars ($505,520.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

d. Owner's and Contractor's Protective Liability Insurance to protect the City, its agents, servants and employees from claims which may arise from the performance of this Contract, with limits of at least Three Million Three Hundred Seventy Thousand One Hundred Thirty Seven and no/100 Dollars ($3,370,137.00) for all claims arising out of a single accident or occurrence and at Five Hundred Five Thousand Five Hundred Twenty and no/100 Dollars ($505,520.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

The Owner's and Contractor's Protective Liability Insurance must:

(1) Be a separate policy with the named insured being: The City of Joplin, and

(2) Contain an endorsement that disclaims coverage for any claim barred by the doctrines of sovereign immunity or official immunity, except attorney's fees and other litigation costs incurred in defending a claim. Nothing contained in this policy (or this endorsement thereto) shall constitute any waiver of whatever kind of these defenses or sovereign immunity or official immunity for any monetary amount whatsoever.

e. Builders Risk Insurance for contracts involving unoccupied structures. The Contractor shall secure All Risk Builder's Risk Insurance. Unless specifically authorized by the City, the amount of such insurance shall not be less than the total contract price.

f. Subcontracts. In case any or all of this work is sublet, the Contractor shall require the subcontractor to procure and maintain all insurance required in subparagraphs (a), (b) and (c) hereof and in like amounts. Contractor 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.

g. Notice. The Contractor and/or subcontractor shall furnish the City prior to beginning the work, the policy as specified in subparagraph (d), and satisfactory proof of carriage of all the insurance required by this 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.

h. 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 Contractor, upon 10 days written notice, to execute a contract addendum whereby the Contractor agrees to provide, at a price not exceeding Contractor'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.

4. Performance, Labor, and Materials Payment Bond: The Contractor shall furnish a Performance Bond and a Labor and Materials Payment Bond with surety approved by the City and on the forms approved by the City, each bond shall be in the amount of One Million Twelve Thousand Seven Hundred and 00/100 DOLLARS ($1,012,700.00) (full amount of contract) conditioned upon the full and faithful performance of all major terms and conditions of this contract and payment of all labor and material suppliers. It is further mutually agreed between the parties hereto that if at any time after the execution of this agreement and the surety bond(s) hereto attached for its faithful performance and payment of labor and material suppliers, the City shall deem the surety or sureties upon such bond(s) to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the work, the Contractor shall, at its expense, within five (5) days after the receipt of notice from the City to do so, furnish an additional bond or bonds, in such form and amount, and with such surety or sureties as shall be satisfactory to the City. In such event no further payment to the Contractor shall be deemed to be due under this contract until such new or additional security for the faithful performance of the work and the payment of labor and material suppliers shall be furnished in a manner and form satisfactory to the City. The corporate surety on any performance or payment bond must be licensed by the State of Missouri and if the required bond exceeds $25,000.00 must be listed in United States Treasury Circular 570.

5. Certification Regarding Disbarment, Eligibility, Indictments, Convictions or Civil Judgements for all Federal Aid Projects: By signing and submitting the bid, the president or authorized official of the bidder, under penalty of perjury under the laws of the USA, shall certify that, except as noted in the exceptions, the company or any person associated therewith in the capacity of owner, partner, director, officer, principal investor, project director, manager, auditor or any position involving the administration of federal funds:
(Reference can be made to "The System for Award Management" website as a helpful resource).

a. Is not currently under suspension, debarment, voluntary exclusion or determination of ineligibility by any federal agency.

b. Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years.

c. Does not have a proposed debarment or suspension pending.

d. Has not been indicted, convicted or had a civil judgment rendered against any of the listed parties by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

5.1 If there are any exceptions, the bidder shall submit the exceptions on company letterhead, signed by the bidder and inserted inside the bid submitted. Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, the bidder shall indicate to whom it applies, the

initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

5.2 By signing the contract, the contractor shall further certify that all related subcontracts of $25,000 shall comply with this requirement. This includes all subcontractors, material suppliers and vendors.

6. Contractor's responsibility for subcontractors. The Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons it directly employs. Contractor shall cause appropriate provisions to be inserted in all subcontracts relating to this work, to bind all subcontractors to Contractor by all the terms herein set forth, and insofar as applicable to the work of subcontractors and to give Contractor the same power regarding termination of any subcontract as the City may exercise over Contractor under any provisions of this contract. Nothing contained in this contract shall create any contractual relation between the subcontractor and the City or between any subcontractors.

7. General Independent Contractor Clause. This agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the Contractor 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 Contractor will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Contractor's activities and responsibilities hereunder. The Contractor 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 Contractor and the City, and the City will not be liable for any obligation incurred by the Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

8. Liquidated Damages. Time of completion of work by the Contractor is of the essence. Should Contractor, or in the case of default, the surety, fail to complete the work within the time specified in the contract, or within such extra time as may be allowed in accordance with City of Joplin Standard Specifications, Division 0000, General Requirements and Provisions, Section 0400.19, (http://mo-joplin.civicplus.com/DocumentCenter/View/3460) Contractor (or surety) shall be liable to the City in the amount of $500.00 per day for each and every calendar day that the contract remains uncompleted after the time allowed for completion, as liquidated damages, and not as a penalty, it being stipulated that actual damages to the City and the public arising from Contractor's failure to timely complete the work would be difficult, if not impossible, to ascertain. The amount assessed as liquidated damages may be withheld from any moneys otherwise due to Contractor from the City.

9. Termination. The City reserves the right to terminate this contract by giving at least five (5) days prior written notice to the Contractor, without prejudice to any other rights or remedies of the City should the Contractor be adjudged a bankrupt, or if Contractor should make a general assignment for the benefit of its creditors, or if a receiver should be appointed for Contractor or for any of its property, or if Contractor should persistently or repeatedly refuse or fail to supply enough properly skilled workmen or proper material, or if Contractor should refuse or fail to make prompt payment to any person supplying labor or materials for the work under the contract, or persistently disregard instructions of the City or fail to observe or perform any provisions of the contract.

10. City's Right to Proceed. In the event this contract is terminated pursuant to Paragraph 8, then the City may take over the work and prosecute the same to completion, by contract or otherwise, and Contractor and its sureties shall be liable to the City for any costs over the amount of this contract thereby occasioned by the City. In any such case, the City may take possession of, and utilize in completing the work, such materials, appliances and structures as may be on the work site and are necessary for completion of the work. The foregoing provisions are in addition to, and not in limitation of, the rights of the City under any other provisions of the contract, city ordinances, and state and federal laws.

11. Termination for Convenience of City. The City shall have the right at any time by written notice to Contractor to terminate and cancel this contract, without cause, for the convenience of the City, and Contractor shall immediately stop work. In such event City shall not be liable to Contractor except for payment for actual work performed prior to such notice in an amount proportionate to the completed contract price and for the actual costs of preparations made by Contractor for the performance of the cancelled portions of the contract, including a reasonable allowance of profit applicable to the actual work performed and such preparations. Anticipatory profits and consequential damages shall not be recoverable by Contractor.

12. Guards and Lights. The Contractor agrees that during the performance of said work, adequate barricades, guards and warning signs, lights or devices consistent with the requirements contained in the Manual on Uniform Traffic Control Devices shall be provided by Contractor during construction.

13. Liability and Indemnity.

a. In no event shall the City be liable to the Contractor 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 Contractor shall defend, indemnify and save harmless the City, 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 thereunder (the Contractor 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 Contractor, notwithstanding any possible negligence, whether sole or concurrent, on the part of the City, its officials, agents and employees.

c. The Contractor 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 Contractor hereunder shall not be limited by any limitations as to the amount or type of damages, compensation or benefits payable by or for the Contractor, 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. Contractor affirms that it has had the opportunity to recover the costs of the liability insurance required in this agreement in its contract price. Contractor'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 required of the Contractor under this agreement.

g. The Contractor shall indemnify and hold the City harmless for any penalties, fines, fees or costs, including costs of defense, which are charged or assessed by any Federal, state or local agency including, but not limited to, Environmental Protection Agency or Department of Natural Resources.

14. Payment for Labor and Materials. The Contractor agrees and binds itself to pay for all labor done, and for all the materials used in the construction of the work to be completed pursuant to this contract.

15. Payment. The City will pay the Contractor in accordance with the rate set forth in the contract documents on file in the Public Works Department and by this reference made a part hereof, which shall constitute full and complete compensation for the Contractor's work provided hereunder. Such compensation will be paid in progress payments (less five (5) percent retainage), as established by the City, subject to receipt of a requisition for payment and a statement of work provided by the Contractor and agreement by both the City and the Contractor that the Contractor has fully performed the work to be paid for in such progress payments in conformance with the contract. If the City or the architect or engineer determines that a higher rate of retainage is required to ensure performance of the contract, the City may withhold up to ten (10) percent retainage until the work is fully completed and accepted by the City.

16. Contract Documents. The contract documents shall consist of the following:

a. This Contract
b. All Change Orders
c. Bid Plans and Specifications
d. City of Joplin Standard Specifications (Latest Revised Edition)
e. Special Conditions & Provisions

f. Bid Form
g. Statement of Bidder's Qualifications
h. Acknowledgment
i. Performance Bond
h. Payment and Material Bond
k. Instructions to Bidders
l. Non-collusion Affidavit
m. Notice to Proceed

Notice to Contractors: This contract, together with the other documents enumerated in this paragraph, forms the contract between the parties. These documents are as fully a part of the contract as if attached hereto or repeated herein. The Contractor agrees to perform all of the work described in the contract documents and to comply with the terms and conditions defined therein for a total sum of One Million Twelve Thousand Seven Hundred and 00/100 DOLLARS ($1,012,700.00), said amount being subject to any approved addenda or change order.

17. Subsurface Conditions. Contractor agrees that information contained in the published reports and public actions of the Missouri Division of Geology and Land Survey shall be conclusive and binding upon the Contractor as to what subsurface conditions at the job site are reasonably anticipated or reasonably foreseeable. Contractor acknowledges and agrees that it shall not be entitled to any adjustment in the Contract Sum or Contract Times for any concealed condition of any nature, including but not limited to unknown physical conditions of an unusual nature which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, in addition to the information contained in the published reports and public actions of the Missouri Division of Geology and Land Survey. Contractor recognizes that it has assumed the risks of concealed conditions and is being compensated for assuming these risks.

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

19. Assignment. The Contractor 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 Contractor 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 and the bond surety. 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.

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

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

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

21. Nonresident/Foreign Contractors. The Contractor shall procure and maintain during the life of this contract:

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

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

22. Notices. All notices required or permitted hereinunder and required to be in writing may be given by FAX or by first class mail addressed to City and Contractor at the addresses shown above. 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. 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.

23. Records and Audits. The Contractor 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.

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

25. Interest of Contractor and Employees. The Contractor covenants that he/she presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contractor further covenants that in the performance of this Contract, no person having any such interest shall be employed.

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

27. Interest of Other Local Public Officials. No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract, and the Contractor shall take appropriate steps to assure compliance.

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

29. City Benefits. The Contractor 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.

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

31. Safety Training. Pursuant to Missouri Revised Statute Section 292.675, Contractors and subcontractors who sign a contract to work on public works projects must provide a 10-hour OSHA construction safety program, or similar program approved by the Department of Labor and Industrial Relations, to be completed by their on-site employees within sixty (60) days of beginning work on the construction project. Contractors and subcontractors in violation of this provision will forfeit to the public body $2,500 plus $100 a day for each employee who is employed without training. Public bodies and contractors may withhold/assess these penalties from the payment due to those contractors and subcontractors if found to be in non-compliance.

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

33. 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.

34. Remedies. Except as may be otherwise found in the contract documents, all claims, disputes, counter-claims, and other matters in question between the Owner and Contractor arising out of or related to this agreement or the breech thereof, will be decided by arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the state in which the Owner is located.

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

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

CERTIFICATE OF DIRECTOR OF FINANCE

I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of appropriated and available funds to pay therefor.

_____

Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____

Peter Edwards, City Attorney

CONTRACTOR:

By: G&G Construction Company, Inc.

Printed Name: _____

Title: _____

CITY OF JOPLIN, MISSOURI

By: _____

Daniel Johnson, P.E.
Public Works Director

BID SUMMARY

PROJECT: Miscellaneous WWTP Improvements 2024

DATE OF BID OPENING: 3/26/2024 1:00 PM

CONTRACTOR	BID
G&G Construction Company, Inc.	$1,012,700.00
Goins Enterprises, Inc.	$1,065,100.00
McClanahan Construction Co., Inc.	$1,198,000.00
Estimate	$1,000,000.00

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2024-115 – Work Authorization with Olsson, Inc., for Professional Engineering Consulting Services for the Route 66 Sanitary Sewer Improvements Project.

MEETING DATE
April 15, 2024

ORIGINATING DEPT
Public Works - Engineering

ATTACHMENTS
CB2024-115 Ordinance, Work Authorization, Exhibit Map

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

SUMMARY
This Council Bill will approve a Work Authorization between the City of Joplin and Olsson, Inc., to provide professional engineering consulting services in the not to exceed amount of Two Hundred Two Thousand Five Hundred and 00/100 DOLLARS ($202,500.00) for the Route 66 Sanitary Sewer Improvements Project.

BACKGROUND
The Missouri Department of Transportation (MoDOT) is preparing to make significant improvements to Route 66 (7th Street) through Joplin, between Shifferdecker Ave. and Rangeline Rd. MoDOT has hired Olsson to design the project and has scheduled the project for bidding in the spring of 2025. Recently, the Preliminary Plans for the project were provided to City staff, with potential utility impacts highlighted. The City owns and maintains several sanitary sewer mains and manholes located within MoDOT's right-of-way (ROW) that were identified. Additionally, City staff desire to improve the safety to its field crews while performing sewer maintenance work. Currently, there are several locations where pipes and manholes pose a safety hazard to city crews and its contractors, due to their location within the roadway (see the Exhibit Map for reference). City staff envision that safe access to the sewer system can be greatly enhanced by shifting sanitary sewers within MoDOT ROW to better locations. Olsson was selected as the most qualified firm from the on-call consultant list.

FUNDING SOURCE
Sanitary Sewer Fund

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

COUNCIL BILL NO. 2024-115 **ORDINANCE NO**

AN ORDINANCE approving a work authorization with Olsson, Inc. in the not to exceed amount of Two Hundred Two Thousand Five Hundred and 00/100 dollars ($202,500.00) for engineering services associated with the Route 66 Sanitary Sewer Improvements project and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin.

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

Section 1. That the said work authorization by and between the City of Joplin and Olsson, Inc. in the not to exceed amount of Two Hundred Two Thousand Five Hundred and 00/100 dollars ($202,500.00), for engineering services associated with the Route 66 Sanitary Sewer Improvements project on behalf of the City of Joplin; a true and accurate copy of said work authorization being attached hereto; be and the same is hereby approved.

Section 2. That the City Manager of the City of Joplin, Missouri, or his designee, is hereby authorized and directed to execute said work authorization, or work authorization 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 to the Director of Public Works and his certification to the effect to the Director of Finance, the consultant shall be paid from the Sanitary Sewer Fund.

Section 4. That this Council Bill shall have an effective date of May 7, 2024.

Passed by the Council of the City of Joplin, Missouri, this _____day of

_____, 2024 by a _____vote.

ATTEST: _____
Douglas W. Lawson, Mayor

_____
Holly Nagy, City Clerk
APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

COUNCIL BILL 2024-115

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

_____

Leslie Haase, Director of Finance

CITY		ENGINEER	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: Olsson, Inc. Address: 1027 S. Main, Ste 503 Joplin, MO 64801	
Attention: Chris Parker, PE		Attention: Shaun McConnaughey, PE	
Department: Public Works		Phone: 417.627.5551	Email: smcconnaughey@olsson.com
Phone: 417.624.0280	Fax:	Route 66 **Sewer Improvements**	

WORK AUTHORIZATION NUMBER _OLS-OC24-001____
TO AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES

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

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

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

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

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

5. **Payment**.

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

b. **Total compensation not to exceed**. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Engineer under the terms of this work Authorization Number **_OLS-OC24-001_** exceed the sum of Two Hundred Two Thousand Five Hundred 00/100 Dollars ($202,500.00).

6. **Insurance**. Without limiting any of the other obligations or liabilities of the Engineer, the Engineer shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the work is completed and accepted by the City of Joplin, insurance of such types and in such amounts as may be necessary to protect it and the interests of the City of Joplin against all hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. The form and

limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City of Joplin. Regardless of such approval, it shall be the responsibility of the Engineer to always maintain adequate insurance coverage during the term of the Contract. Failure of the Engineer to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability under the Contract Documents.

The certificates of insurance, including evidence of the required endorsements hereunder or the policies, shall be filed with the City at the time that this contract is signed by the Engineer. All insurance policies shall provide thirty (30) days written notice to be given by the insurance company in question prior to modification or cancellation of such insurance. Such notices shall be mailed, certified mail, return receipt requested, to:

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

Such policies shall name the City as an additional insured with limits of liability not less than the sovereign immunity limits for Missouri public entities calculated by the Missouri Department of Insurance as of January 1 each calendar year and published annually in the Missouri Register pursuant to Section 537.610, RSMo.
(See, http://insurance.mo.gov/industry/sovimmunity.php).

As of January 1, 2024, the minimum coverage for the insurance referred to herein shall be as set out below:

a. Workers' Compensation…. Statutory coverage per RSMo 287.010 et seq.
Employer's Liability……. $1,000,000.00

b. Commercial General Liability Insurance, including coverage for Contractual Liability and Independent Contractors Liability. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Three Million Three Hundred Seventy Thousand One Hundred Thirty Seven and no/100 Dollars ($3,370,137.00) for all claims arising out of a single accident or occurrence and at least Five Hundred Five Thousand Five Hundred Twenty and no/100 Dollars ($505,520.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Engineer agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorney's fees of Engineer, its employees, officers or agents. Engineer agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Three Million Three Hundred Seventy Thousand One Hundred Thirty Seven and no/100 Dollars ($3,370,137.00) for all claims arising out of a single accident or occurrence and at least Five Hundred Five Thousand Five Hundred Twenty and no/100 Dollars ($505,520.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

d. Errors and Omissions Insurance. The Engineer shall maintain a professional liability insurance policy in the amount of $1,000,000.00. This policy shall remain in full force and effect for a period of one year after completion and acceptance by the City of the construction of the project.

e. Subcontracts. In case any or all 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 all subcontractors with whom it enters into a contract to perform work on this project to protect the City of Joplin through insurance against applicable hazards or risks and shall, upon request of the City, provide evidence of such insurance.

f. Notice. The Engineer and/or subcontractor shall furnish the City prior to beginning the work satisfactory proof of carriage of all the insurance required by this contract, with the provision that policies shall not be canceled, modified or non-renewed without thirty (30) days written notice to the City of Joplin.

g. Legislative or Judicial Changes. In the event the scope or extent of the City's tort liability as a governmental entity as described in Section 537.600 through 537.650 RSMo is broadened or increased during the term of this agreement by legislative or judicial action, the City may require Engineer, upon 10 days written notice, to execute a contract addendum whereby the Engineer agrees to provide, at a price not exceeding Engineer's actual increased premium cost, additional liability insurance coverage as the

City may require to protect the City from increased tort liability exposure as the result of such legislative or judicial action. Any such additional insurance coverage shall be evidenced by an appropriate certificate of insurance and shall take effect within the time set forth in the addendum.

7. All other terms and conditions of the original Agreement shall remain in effect.

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

REVIEWED FOR APPROVAL

_____
Name & Title of Staff Project Manager

CERTIFICATE OF DIRECTOR OF FINANCE

I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of appropriated and available funds to pay, therefore.

_____
Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____
Peter Edwards, City Attorney

Engineer: Olsson, Inc.

By: _____

Printed Name: Shaun McConnaughey, PE

Title: Water/ Wastewater Group Leader

Date: March 5, 2024

By: _____

Printed Name: Clayton Cristy, PE

Title: Sr. Project Manager

Date: March 5, 2024

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

Date: _____

SCOPE AND FEE
FOR PROFESSIONAL SERVICES

March 5, 2024

Chris Parker, P.E.
City of Joplin - Public Works
602 S. Main Street
Joplin, MO 64801

Re: **SCOPE AND FEE FOR PROFESSIONAL SERVICES**
7th Street Sanitary Sewer Relocation - Schifferdecker Ave to Range Line Rd.;
Joplin, Missouri

Dear Mr. Parker:

It is our understanding that City of Joplin ("Client") requests Olsson to perform the services described herein pursuant to the terms of a formal Agreement to be developed based on this Scope and Fee for Professional Services.

Olsson has acquainted itself with the information provided by Client relative to the Project and based upon such information offers to provide the services described below for the Project. Approximately 4,000 linear feet of sanitary sewer within 7th Street (U.S. Rte. 66) located between S. Schifferdecker Ave and extending near the intersection of S. Range Line Road, will be relocated in consideration of planned MoDOT Roadway Improvements within the same area. The Client wishes to evaluate alternatives to relocating existing manholes outside of MoDOT Right-of-Way or near the edge of the proposed roadway. The Proposed Project shall be bid as an independent project utilizing the Clients' standard agreements.

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

PHASE 100 - PROJECT MANAGEMENT AND COORDINATION

- Overall project management and meetings with internal and external team.
- Attendance at 4 meetings with the client throughout the project.

For Phase 100, Client shall pay to Olsson for the performance of the Scope of Services, the actual time of personnel performing such services, and all actual reimbursable expenses on a time and expense basis not to exceed **$38,200.00**.

PHASE 200 - SURVEY

TASK 201: SANITARY SEWER SURVEY DATA - $18,000

- Olsson will provide invert data for approximately 50 sanitary sewer manholes along 7th Street between Range Line Road and Schifferdecker Avenue. Horizontal locations and rim elevations will be verified utilizing the project control established for the MoDOT Jasper County Route 66 project.

TASK 202: TOPOGRAPHIC SURVEYS - $11,450

- Olsson will collect Topographic Survey data shall depict contours at a 1' vertical interval, all physical improvements including buildings, driveways, fencing, vegetation, and visible utilities, as well as underground utilities as located by Missouri One-Call system.
- Work shall be performed as needed and as requested by Olsson engineering staff for any areas not currently included within the available survey data for the roadway improvements project.

TASK 203: TRAFFIC CONTRAL - $10,500

- Olsson will utilize a subcontractor to provide traffic control for this project. The subcontractor will submit a traffic control plan to the City of Joplin and MoDOT for approval prior to the commencement of field work on this project.

For Phase 200, Client shall pay to Olsson for the performance of the Scope of Services, the actual time of personnel performing such services, and all actual reimbursable expenses on a time and expense basis not to exceed **$40,000.00**.

PHASE 300 – MANHOLE RELOCATION EVALUATION

- Olsson will evaluate the collected survey data to determine flowline elevations and direction of flow in order to further investigate different scenarios to move the existing manholes located in 7th Street outside of MoDOT Right-of-Way.

- Olsson shall evaluate two alternatives to each section of the system flowing east-west within the existing Right-of-Way and one alternative to each section flowing north-south with a manhole within the Right-of-Way.

- Olsson shall provide the Client with a Technical Memo evaluating the alternatives to each section with a probable construction cost associated with the relocation.

For Phase 300, Client shall pay to Olsson for the performance of the Scope of Services, the actual time of personnel performing such services, and all actual reimbursable expenses on a time and expense basis not to exceed **$46,300.00**.

PHASE 400 – GRAVITY SANITARY SEWER CONSTRUCTION PLANS

- Develop sanitary sewer construction plans to replace portions of the selected alternatives. Plans will assume all existing lateral service lines can continue service by gravity flow. Client shall provide Olsson with all available data showing the location and size of existing services.

- Develop project manual utilizing the City's Standard Construction Agreement utilizing local funds and Standard Construction Specifications for each phase of construction.

- Submit 60% and 90% plans to the Owner for review. Any revisions after each milestone, Olsson shall provide these services on an hourly basis, or enter a contract amendment to provide said services.

For Phase 400, Client shall pay to Olsson for the performance of the Scope of Services, the actual time of personnel performing such services, and all actual reimbursable expenses on a time and expense basis not to exceed **$65,000.00**.

PHASE 500 – BIDDING PHASE SERVICES

Olsson shall assist the Owner during bidding by providing the following services.

- Provide Owner with Advertisement for Bids to post on the City's website.
- Attend Pre-Bid Meeting for work.
- Answer any Bidder questions and provide addenda as required during advertisement period.
- Attend Bid Opening and provide the Owner with a Bid Tabulation of received bids.

For Phase 500, Client shall pay to Olsson for the performance of the Scope of Services, the actual time of personnel performing such services, and all actual reimbursable expenses on a time and expense basis not to exceed **$13,000.00**.

OPTIONAL ADDITIONAL SERVICES

- Utility Coordination
- Easement Acquisition
- Construction Phase Services

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

Olsson agrees to provide all of its services in a timely, competent and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope.

PHASE	NAME	FEE
100	PROJECT MANAGEMENT	$ 38,200.00
200	SURVEY	$ 40,000.00
300	MANHOLE RELOCATION EVALUATION	$ 46,300.00
400	GRAVITY SANITARY SEWER CONST. PLANS	$ 65,000.00
500	BIDDING PHASE SERVICES	$ 13,000.00
	TOTAL	**$ 202,500.00**

SCHEDULE FOR OLSSON'S SERVICES

Unless otherwise agreed, Olsson expects to perform its services under the Agreement as follows:

Anticipated Start Date: May 2024
Anticipated Plans Completion Date: May 2025

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

ASSUMPTIONS

- Budgeted fees can be moved between tasks if funds are available after the completion of certain tasks.
- Selected Relocation Improvements will not be incorporated into MoDOT Construction Plans.
- Relocation plans are estimated at 3,400 linear feet within the 7th Street ROW. Additional length may be considered additional services.
- The following are not included in the above-mentioned Fees:
    - Land Acquisition Services
    - Fees for Title Search, Appraisals and Permitting.
    - Utility relocation plans (if necessary).
    - Preparation of SWPPP documents.
    - Construction and Post-Construction Phase Services
    - Services not specifically listed are assumed to be excluded.



SEWER SYSTEM UNDER PAVEMENT



Council Bill 2024-115 Exhibit Map
Rte. 66 Sanitary Sewer System Improvements

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2024-450 – approving a Program Services Contract between the Missouri Department of Health and Senior Services (DHSS) and the City of Joplin.

MEETING DATE
April 15, 2024

ORIGINATING DEPT
Health Department

ATTACHMENTS
CB2024-450 Ordinance and the DHSS Program Services Contract.

REVIEWED BY
Dept. Head: Ryan Talken; Finance Dept. Director: Leslie Haase; City Attorney: Peter Edwards; City Manager: Nicholas Edwards.

SUMMARY
This Council Bill authorizes a Program Services Contract between the Missouri Department of Health and Senior Services (DHSS) and the City of Joplin providing funding to assist in planning and implementing an accreditation readiness assessment to determine feasibility to pursue accredidation.

BACKGROUND
The city health department as part of an initiative from the Missouri Department of Health and Senior Services is undertaking an initial accreditation readiness assessment to determine if the department has the resources available to pursue accreditation. The funding will be used to provide reimbursement of staff time while working on this project. The funding can also be used to reimburse the city for expenses incurred that are related to the accreditation process such as fees, the development of plans or for purchasing software as allowed by the agreement.

The period for this agreement is December 1, 2023 through November 30, 2024 and the reimbursement from this agreement is for an amount up to $54,400.00. No local match is required for participation in this contract.

FUNDING SOURCE
The source of funding is the Missouri Department of Health and Senior Services contract.

RECOMMENDATION
Staff recommends adoption of this Council Bill.

COUNCIL BILL NO. 2024-450 ORDINANCE NO.

AN ORDINANCE authorizing a Program Services Contract, by and between the State of Missouri, Department of Health and Senior Services, and the City of Joplin, Missouri, for the City of Joplin Health Department to receive compensation, for up to Fifty-Four Thousand, Four Hundred Dollars and no Cents, ($54,400.00); and, authorizing the City Manager to execute the same by and on behalf of the City of Joplin, Missouri.

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

Section 1. That the Program Services Contract, by and between the State of Missouri, Department of Health and Senior Services, and the City of Joplin, Missouri, a copy of said Agreement being attached hereto, be and the same is hereby, approved in the current form.

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

Section 3. 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 15th day of April, 2024, by a vote of

_____
Douglass W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

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MAR 13 2024

Missouri Department of Health and Senior Services
P.O. Box 570, Jefferson City, MO 65102-0570 Phone: 573-751-6400 FAX: 573-751-6010
RELAY MISSOURI for Hearing and Speech Impaired and Voice dial: 711

Paula F. Nickelson
Director

Michael L. Parson
Governor

Dear Contractor:

Enclosed is a contract between your organization and the Department of Health and Senior Services that requires you to complete the following steps:

1. Review and sign the front page of the contract;
2. Complete and sign the exhibit labeled Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization;
3. Complete and sign the exhibit labeled Anti-Discrimination Against Israel Act Certification; and
4. Return the contract to:

Bureau of Procurement Services
Missouri Department of Health and Senior Services
P.O. Box 570
Jefferson City, MO 65102

Also, please forward the enclosed blue page to the appropriate person within your organization. It explains the process for completing the Annual Subrecipient Information Form (ASIF).

Once all signed copies have been returned to our office and the contract is signed by the department, a fully executed copy of the contract will be returned to you. Please contact the Bureau of Procurement Services at (573) 751-6471 or via email at Procurement@health.mo.gov if you have any questions regarding this letter.

Enclosures

Missouri Department of Health and Senior Services
P.O. Box 570, Jefferson City, MO 65102-0570 | Phone: 573-751-6400 | FAX: 573-751-6010
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Director

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Governor

The following information should be directed to your Administrator/Director, primary financial executive, Board President, or authorized representative with knowledge of administrative operations of your organization/entity.

The Missouri Department of Health and Senior Services (DHSS) requires subrecipient contractors/providers to complete the Annual Subrecipient Information Form (ASIF). **Keep in mind the form is completed only once per calendar year for each twelve digit Unique Entity ID (UEI) number.** One submission will cover all contracts with DHSS issued under that specific UEI.

If you have not already done so this calendar year, complete and submit the ASIF within 15 calendar days.

Do NOT Delay You will need a Unique Entity ID (UEI) prior to completing the ASIF if your organization doesn't have one already. Information on the UEI can be found at the link below.

- There is not a "Save" feature. Prolonged periods of inactivity may cause your form to expire and the information will not be submitted.
- **A notice will appear if the form is successfully submitted** and you will have the opportunity to download a copy. This is the only report you will be able to produce. DHSS can confirm submission, but will not be able to reproduce the report.
- To complete the ASIF or find more information to assist you (including how get a UEI), go to www.health.mo.gov/asif

For questions concerning the ASIF call 573.751.6471 or email ASIF@health.mo.gov.

06/ 16 /2023

MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES

PROGRAM SERVICES CONTRACT

This contract is entered into by and between the State of Missouri, Department of Health and Senior Services (Department/state agency) and the below named entity/individual (Contractor). The contract consists of the contract signature page, the scope of work; any attachments referenced and incorporated herein; the terms and conditions; and any written amendments made in accordance with the provisions contained herein. This contract expresses the complete agreement of the parties. By signing below, the Contractor and Department agree to all the terms and conditions set forth in this contract.

Tracking #	**Contract Title:**	
55525	LOCAL PUBLIC HEALTH AGENCY ACCREDITATION ASSISTANCE	
Contract Start:	**Contract End:**	**Questions/Please Contact:**
12/1/2023	11/30/2024	PROCUREMENT UNIT @ (573)751-6471
Contract #:		**Amend #:**
		00

PLEASE VERIFY/COMPLETE - TYPE OR PRINT - SIGNATURE REQUIRED

NAME OF ENTITY/INDIVIDUAL (Contractor)		
JOPLIN CITY HEALTH DEPARTMENT		
DOING BUSINESS AS (DBA) NAME		
MAILING ADDRESS		
321 EAST 4TH STREET		
CITY, STATE, and ZIP CODE		
JOPLIN	MO	64801
REMIT TO (PAYMENT) ADDRESS (if different from above)		
CITY, STATE, and ZIP CODE		
CONTACT PERSON		EMAIL ADDRESS
PHONE NUMBER		FAX NUMBER
TAXPAYER ID NUMBER (TIN)		UEI NUMBER:
*********		HRWZCYY8MWJ3
CONTRACTOR'S AUTHORIZED SIGNATURE		DATE
PRINTED NAME		TITLE
DEPARTMENT OF HEALTH AND SENIOR SERVICES DIRECTOR OF DIVISION OF ADMINISTRATION OR DESIGNEE SIGNATURE		DATE

Local Public Health Agency Accreditation Assistance

1. GENERAL

1.1 The contract amount shall not exceed $54,400.00 for the period of December 1, 2023 through November 30, 2024.

1.2 To the extent that this contract involves the use, in whole or in part, of federal funds, the signature of the Contractor's authorized representative on the contract signature page indicates compliance with the Certifications contained in Attachment A, which is attached hereto and is incorporated by reference as if fully set forth herein.

1.3 The Department has determined this contract is subrecipient in nature as defined in 2 CFR § 200.331. To the extent that this contract involves the use, in whole or in part, of federal funds, the Contractor shall comply with the special conditions contained in Attachment B, which is attached hereto and is incorporated by reference as if fully set forth herein.

1.4 The Contractor must be in compliance with the laws regarding conducting business in the State of Missouri. The Contractor shall provide documentation of compliance upon request by the Department. The compliance to conduct business in the state shall include, but not necessarily be limited to:

1.4.1 Registration of business name (if applicable) with the Secretary of State at https://www.sos.mo.gov/business/startBusiness.asp.

1.4.2 Certificate of authority to transact business/certificate of good standing (if applicable)

1.4.3 Taxes (e.g., city/county/state/federal)

1.4.4 State and local certifications (e.g., professions/occupations/activities)

1.4.5 Licenses and permits (e.g., city/county license, sales permits)

1.4.6 Insurance (e.g., worker's compensation/unemployment compensation)

1.5 Unless otherwise stated in this contract, the Contractor shall use the below information for any correspondence regarding this contract:

Program Name: Center for Local Public Health Services
Program Contact: Nicole Cooper
Address: 930 Wildwood Dr. Jefferson City, MO 65109
Phone: 573-526-6960
Email: Nicole.Cooper@health.mo.gov

2. PURPOSE

2.1 The purpose if this contract is to provide contracted funding support to the 115 local public health agencies (LPHAs) in the State of Missouri as they pursue public health accreditation or reaccreditation for their jurisdictions.

3. DELIVERABLES AND OUTCOMES

3.1 The contractor must utilize funds to assist with pursuing accreditation and reaccreditation. Allowable items included in the scope of this contract include but are not limited to costs incurred in the pursuit of:

3.1.1 Community Health Assessments;

3.1.2 Community Health Improvement Plans;

3.1.3 Quality Improvement Plans;

3.1.4 Performance Management Systems;

3.1.5 Feedback and Communication Plans;

3.1.6 Health Equity Intervention Plans;

3.1.7 Software purchases supporting accreditation requirements;

3.1.8 Contracting for strategic planning, community health assessments, quality improvement plan drafting, contracting for data analytics and visualization, and public health data collection, and other accreditation activities;

3.1.9 The hiring of staff members, or reimbursement of staff time dedicated to accreditation activities;

3.1.10 Fees associated with applying for accreditation under the Public Health Accreditation Board (PHAB) or the Missouri Institute for Community Health (MICH);

3.1.11 Staff training required to meet a measurement identified in PHAB or MICH measures; and

3.1.12 Any other activity related to steps to pursue or continue the path of accreditation and/or reaccreditation.

3.1.13 Non-allowable items include the purchase or maintenance of equipment, costs associated with upgrading infrastructure.

4. REPORTS

4.1 The Contractor shall submit progress reports to the Department that shall include, but are not limited to, a description of the accreditation activities conducted within the jurisdiction, the impact or result of these accreditation activities, and a description of the planned next steps for the jurisdiction as they pursue accreditation.

4.1.1 The Contractor shall submit the progress reports to the Department as follows:

Time Period:	Due Date:
December 1 – May 30	June 30
June 1 – November 30	December 31

4.2 The Contractor shall submit a Subrecipient Annual Financial Report (Attachment C, which is attached hereto and is incorporated by reference as if fully set forth herein). For a contract period of twelve (12) months or less, the Contractor shall submit this report at the time the final invoice is due. For a contract period over twelve (12) months, the Contractor shall submit this report annually and at the time the final invoice is due.

5. BUDGET AND ALLOWABLE COSTS

5.1 The Department will reimburse the Contractor for an amount not to exceed the total contract amount for only the allowable costs in the budget categories stated in Attachment D, which is attached hereto and incorporated by reference as if fully set forth herein.

5.2 The Department reserves the right to reallocate or reduce contract funds at any time during the contract period due to underutilization of contract funds or changes in the availability of program funds. The Department will provide the Contractor with thirty (30) days prior written notification of any reallocation.

5.3 If the Contractor identifies specific needs within the Scope of Work, the Contractor may rebudget up to 10% of the total budget between object class categories of the budget without obtaining prior written approval of the Department. Such rebudgeting by the Contractor shall not cause an increase in the indirect cost category. The Contractor and the Department must agree to a written contract amendment for an increase to the indirect cost category or any other rebudgeting.

5.4 The Contractor shall maintain records for salary and wages charged under the contract that accurately reflect the work performed.

5.5 The Contractor shall invoice and be reimbursed for actual and reasonable travel expenses either at the Contiguous US Per Diem Rates (CONUS) or the travel reimbursement rates set by the Contractor's written travel policy, whichever is lower.

5.5.1 The Contractor must have the prior written approval of the Department for any travel related expenses which may exceed the CONUS rates.

5.5.2 The Contiguous US Per Diem Rates (CONUS) can be found by clicking on the link for "Per Diem Rates" at the following Internet address: http://www.gsa.gov.

5.6 The Contractor shall follow competitive procurement practices.

6. INVOICING AND PAYMENT

6.1 If the Contractor has not already submitted a properly completed Vendor Input/Automated Clearing House Electronic Funds Transfer (ACH-EFT) Application, the Contractor shall complete and submit this Application. The Department will make payments electronically to the Contractor's bank account. The Department may delay payment until the Vendor Input/ACH-EFT Application is received from the Contractor and validated by the Department.

6.1.1 A copy of the Vendor Input/ACH-EFT Application and completion instructions may be obtained from the Internet at: https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx.

6.1.2 The Contractor must fax the Vendor Input/ACH-EFT Application to: Office of Administration, Division of Accounting at 573-526-9813.

6.2 The Contractor shall invoice the Department using the Vendor Request for Payment form and an invoicing tool. The Contractor shall use uniquely identifiable invoice numbers to distinguish an invoice from a previously submitted invoice. The Contractor shall indicate an invoice number for each invoice submitted in the following format: ACCRmmyy. For example, an invoice submitted for the month of March 2023 would have the following invoice number ACCR0323. The Department will provide the Vendor Request for Payment form and invoicing tool to the Contractor.

6.2 The Contractor shall submit invoices monthly. Invoices shall be due by the last day of the month following the month in which the Contractor provided services under the contract. The Contractor shall perform the services prior to invoicing the Department.

6.3 The Department will pay the Contractor monthly upon the receipt and approval of an invoice and report(s) prepared according to the terms of this contract.

6.4 The Contractor shall submit invoices and reports to:

Missouri Department of Health and Senior Services
Division of Community and Public Health/Center for Local Public Health Services
P.O. Box 570
Jefferson City, MO 65102-0570.
EMAIL: CLPHSCONTRACTS@health.mo.gov

6.5 The Contractor shall submit the final invoice within thirty (30) calendar days after the contract ending date. The Department shall have no obligation to pay any invoice submitted after the due date.

6.6 If the Department denies a request by the Contractor for payment or reimbursement, the Department will provide the Contractor with written notice of the reason(s) for denial.

6.7 The Contractor agrees that any audit exception noted by governmental auditors shall not be paid by the Department and shall be the sole responsibility of the Contractor. However, the Contractor may contest any such exception and the Department will pay the Contractor all amounts which the Contractor may ultimately be held entitled to receive as a result of any such legal action.

6.8 Notwithstanding any other payment provision of this contract, if the Contractor fails to perform required work or services, fails to submit reports when due, or is indebted to the United States government, the Department may withhold payment or reject invoices under this contract.

6.9 If the Contractor is overpaid by the Department, the Contractor shall provide the Department (1) with a check payable as instructed by the Department or (2) deduct the overpayment from an invoice as requested by the Department.

6.9.1 For payment by check, the Contractor shall issue a check made payable to "DHSS-DA-Fee Receipts" and mail the check to:

Missouri Department of Health and Senior Services
Division of Administration, Fee Receipts
P.O. Box 570
920 Wildwood Drive
Jefferson City, Missouri 65102-0570

6.10 If the Department used a federal grant to pay the Contractor, the Catalog of Federal Domestic Assistance (CFDA) number assigned to the grant and the dollar amount paid from the grant is available on the State of Missouri Vendor Services Portal under the

Vendor Payment section at https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx. The CFDA name is available at https://sam.gov/content/assistance-listings.

6.11 Other than the payments and reimbursements specified above, no other payments or reimbursements shall be made to the Contractor.

7. AMENDMENTS

7.1 Any changes to this contract shall be made only through execution of a written amendment signed and approved by an authorized signatory of each party.

8. RENEWALS

8.1 The parties may renew the agreement for three (3) additional one-year periods if mutually agreed to by both parties. Such renewal shall be accomplished in writing and must be signed by both parties.

9. MONITORING

9.1 The Department reserves the right to monitor the Contractor during the contract period to ensure financial and contractual compliance.

9.2 If the Department deems a Contractor to be high-risk, the Department may impose special conditions or restrictions on the Contractor, including but not limited to the following: withholding authority to proceed to the next phase of the project until the Department receives evidence of acceptable performance within a given contract period; requiring additional, more detailed financial reports or other documentation; additional project monitoring; requiring the Contractor to obtain technical or management assistance; or establishing additional prior approvals from the Department. The Department may impose special conditions or restrictions at the time of the contract award or at any time after the contract award. The Department will provide written notification to the Contractor prior to the effective date of the high-risk status.

10. DOCUMENT RETENTION

10.1 The Contractor shall retain all books, records, and other documents relevant to this contract for a period of three (3) years after final payment or the completion of an audit, whichever is later, or as otherwise designated by the federal funding agency and stated in the contract.

10.2 The Contractor shall allow authorized representatives of the Department, State, and Federal Government to inspect these records upon request.

10.3 If the Contractor is subject to any litigation, claim, negotiation, audit or other action involving the records before the expiration of the three (3) year period, the Contractor shall retain the records until completion of the action and resolution of all issues which arise from it, or until the end of the regular three (3) year period, whichever is later.

10.4 If the Department is subject to any litigation, claim, negotiation, audit or other action involving the records, the Department will notify the Contractor in writing to extend the Contractor's retention period.

10.5 The Department may recover any payment it has made to the Contractor if the Contractor fails to retain adequate documentation.

11. CONFIDENTIALITY

11.1 The Contractor shall safeguard Protected Personally Identifiable Information (PII) as defined in 2 CFR § 200.1. The Contractor agrees it will assume liability for all disclosures of Protected PII and breaches by the Contractor and/or the Contractor's subcontractors and employees.

11.2 The Contractor shall maintain strict confidentiality of all patient and client information or records supplied to it by the Department or that the Contractor creates as a result of contract activities. Unless disclosure is required by law, the Contractor shall not disclose the contents of such records to anyone other than the Department, the patient/client, or the patient's/client's parent or legal guardian. The Contractor agrees it will assume liability for all disclosures of confidential information and breaches by the Contractor and/or the Contractor's subcontractors and employees. The Contractor agrees to comply with all applicable confidentiality and information security laws, including but not limited to sections 192.067 and 192.667, RSMo.

12. LIABILITY

12.1 The Contractor shall understand and agree that the Department cannot save and hold harmless and/or indemnify the Contractor or employees against any liability incurred or arising as a result of any activity of the Contractor or any activity of the Contractor's employees related to the Contractor's performance under the contract.

12.2 The relationship of the Contractor to the Department shall be that of an independent contractor. The Contractor shall have no authority to represent itself as an agent of the Department. Nothing in this contract is intended to, nor shall be construed in any manner as creating or establishing an agency relationship or the relationship of employer/employee between the parties. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, or any

other applicable employee related obligation or expense, and shall assume all costs, attorney fees, losses, judgments, and legal or equitable imposed remedies associated with the matters outlined in this paragraph in regards to the Contractor's subcontractors, employees and agents. The Contractor shall have no authority to bind the Department for any obligation or expense not specifically stated in this contract. This provision is not intended to waive any claim of sovereign immunity to which a public entity would otherwise be entitled to under Missouri law.

12.3 The Contractor shall be responsible for all claims, actions, liability, and loss (including court costs and attorney's fees) for any and all injury or damage (including death) occurring as a result of the Contractor's performance or the performance of any subcontractor, involving any equipment used or service provided, under the terms and conditions of this contract or any subcontract, or any condition created thereby, or based upon any violation of any state or federal statute, ordinance, building code, or regulation by the Contractor. However, the Contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the Department, including its officers, employees, and assigns. This provision is not intended to waive any claim of sovereign immunity to which a public entity would otherwise be entitled to under Missouri law.

13. PUBLICATIONS, COPYRIGHTS, AND RIGHTS IN DATA AND REPORTS

13.1 If the Contractor issues any press releases mentioning contract activities, the Contractor shall reference in the release both the contract number and the Department. If the Contractor creates any publications, including audiovisual items, produced with contract funds, the Contractor shall give credit to both the contract and the Department in the publication. The Contractor shall obtain approval from the Department prior to the release of such press releases or publications.

13.2 In accordance with the "Steven's Amendment" in the Department of Labor, Health and Human Services, and Education and Related Agencies Appropriations Act, the Contractor shall not issue any statements, press release, request for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal money unless it clearly states the following:

13.2.1 The percentage of the total costs of the program or project which will be financed with Federal money; and

13.2.2 The percentage of the total costs of the program or project which will be financed by nongovernmental sources.

13.3 If the Contractor develops any copyrighted material as a result of this contract, the Department shall have a royalty-free, nonexclusive and irrevocable right to publish or

use, and to authorize others to use, the work for Department purposes or the purpose of the State of Missouri.

14. AUTHORIZED PERSONNEL

14.1 The Contractor shall be responsible for assuring that all personnel are appropriately qualified and licensed or certified, as required by state, federal or local law, statute or regulation, respective to the services to be provided through this contract; and documentation of such licensure or certification shall be made available upon request.

14.2 The Contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Immigration Reform and Control Act of 1986 as codified at 8 U.S.C. § 1324a, the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and Section 274A of the Immigration and Nationality Act. If the Contractor is found to be in violation of these requirements or the applicable laws of the state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the Contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the Contractor from doing business with the state. The state may also withhold up to twenty-five percent of the total amount due to the Contractor. The Contractor agrees to fully cooperate with any audit or investigation from federal, state or local law enforcement agencies.

14.3 Affidavit of Work Authorization and Documentation: Pursuant to section 285.530, RSMo, if the Contractor meets the section 285.525, RSMo definition of a "business entity" (https://revisor.mo.gov/main/OneSection.aspx?section=285.530), the Contractor must affirm the Contractor's enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services requested herein. The Contractor should complete applicable portions of Exhibit 1, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization, as attached hereto and is incorporated by reference as if fully set forth herein. The applicable portions of Exhibit 1 must be submitted prior to an award of a contract.

14.4 If the Contractor meets the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo the Contractor shall maintain enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the contracted services included herein. If the Contractor's business status changes during the life of the contract to become a business entity as defined in

section 285.525, RSMo pertaining to section 285.530, RSMo then the Contractor shall, prior to the performance of any services as a business entity under the contract:

14.4.1 Enroll and participate in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND

14.4.2 Provide to the Missouri Department of Health and Senior Services the documentation required in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program; AND

14.4.3 Submit to the Missouri Department of Health and Senior Services a completed, notarized Affidavit of Work Authorization provided in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization.

14.5 In accordance with subsection 2 of section 285.530 RSMo, the Contractor should renew their Affidavit of Work Authorization annually. A valid Affidavit of Work Authorization is necessary to award any new contracts.

15. ANTI-DISCRIMINATION AGAINST ISRAEL ACT CONTRACTOR REQUIREMENTS

15.1 If the Contractor meets the definition of a company as defined in section 34.600, RSMo, and has ten or more employees, the Contractor shall not engage in a boycott of goods or services from the State of Israel; from companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or from persons or entities doing business in the State of Israel as defined in section 34.600, RSMo.

15.2 If the Contractor meets the definition of a company as defined in section 34.600, RSMo, and the company's employees increases to ten or more during the life of the contract, then the Contractor shall submit to the Department a completed Box C of the exhibit titled, Anti-Discrimination Against Israel Act Certification, and shall comply with the requirements of Box C.

15.3 If during the life of the contract, the Contractor's business status changes to become a company as defined in section 34.600, RSMo, and the company has ten or more employees, then the Contractor shall comply with, complete, and submit to the Department a completed Box C of the exhibit titled, Anti-Discrimination Against Israel Act Certification.

15.4 Regardless of company status or number of employees, the Contractor is requested to complete and submit the applicable portion of Exhibit 2 - Anti-Discrimination Against

Israel Act Certification as attached hereto and incorporated by reference as if fully set forth herein. Pursuant to section 34.600, RSMo, if the Contractor meets the section 34.600, RSMo, definition of a "company" (https://revisor.mo.gov/main/OneSection.aspx?section=34.600) and the Contractor has ten or more employees, the Contractor must certify in writing that the Contractor is not currently engaged in a boycott of goods or services from the State of Israel as defined in section 34.600, RSMo, and shall not engage in a boycott of goods or services from the State of Israel, for the duration of the contract. The applicable portion of the exhibit must be submitted prior to an award of a contract.

16. TERMINATION

16.1 The Department, in its sole discretion, may terminate the obligations of each party under this contract, in whole or in part, effective immediately upon providing written notification to the Contractor if:

16.1.1 State and/or federal funds are not appropriated, continued, or available at a sufficient level to fund this contract; or

16.1.2 A change in federal or state law relevant to this contract occurs; or

16.1.3 A material change of the parties to the contract occurs; or

16.1.4 By request of the Contractor.

16.2 Each party under this contract may terminate the contract, in whole or in part, at any time, for its convenience without penalty or recourse by providing the following written notice.

16.2.1 The Department will provide written notice to the Contractor at least thirty (30) calendar days prior to the effective date of such termination.

16.2.2 The Contractor shall provide written notice to the Department at least sixty (60) calendar days prior to the effective date of such termination.

16.3 In the event of termination, the Department may exercise the rights set forth in 2 CFR § 200.315(b) to reproduce, publish, or otherwise use copyrighted material prepared, furnished or completed by the Contractor pursuant to the terms of the contract, and may authorize others to do the same. The Department may also exercise the rights set forth in 2 CFR § 200.315(d) to obtain, reproduce, or otherwise use the data prepared, furnished, or produced by the Contractor pursuant to the terms of the contract, and may authorize others to do the same. The Contractor shall be entitled to receive compensation for services and/or supplies performed in accordance with the contract

prior to the effective date of the termination and for all non-cancelable obligations incurred pursuant to the contract prior to the effective date of the termination.

17. SUBCONTRACTING

17.1 Any subaward and/or subcontract shall include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the Contractor and the Department, including the civil rights requirements set forth in 19 CSR 10-2.010 (5) (A)-(L), if applicable, and provided that the Department approves the arrangement prior to finalization. The Contractor shall ensure that the Department is indemnified, saved and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subaward and/or subcontract in those matters described herein. The Contractor shall expressly understand and agree that the responsibility for all legal and financial obligations related to the execution of a subaward and/or subcontract rests solely with the Contractor; and the Contractor shall ensure and maintain documentation that any and all subawardees and/or subcontractors comply with all requirements of this contract. The Contractor agrees and understands that utilization of a subawardee and/or subcontractor to provide any of the equipment or services in this contract shall in no way relieve the Contractor of the responsibility for providing the equipment or services as described and set forth herein.

17.2 Pursuant to subsection 1 of section 285.530, RSMo, no contractor, subawardee, and/or subcontractor shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. In accordance with sections 285.525 to 285.550, RSMo, a general contractor, subawardee, and/or subcontractor of any tier shall not be liable when such contractor, subawardee, and/or subcontractor contracts with its direct subawardee and/or subcontractor who violates subsection 1 of section 285.530, RSMo, if the contract binding the Contractor and the subawardee and/or subcontractor affirmatively states that:

17.2.1 The direct subawardee and/or subcontractor is not knowingly in violation of subsection 1 of section 285.530, RSMo, and shall not henceforth be in such violation.

17.2.2 The Contractor, subawardee, and/or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subawardee's and/or subcontractor's employees are lawfully present in the United States.

17.3 The Contractor shall be responsible for ensuring that any subawardee(s) and/or subcontractor(s) are appropriately qualified and licensed or certified, as required by state, federal or local law, statute, or regulation, respective to the services to be provided through this contract. The Contractor shall make documentation of such licensure or certification available to the Department upon request.

17.4 The Contractor shall notify all subawardee(s) and/or subcontractor(s) of applicable Office of Management and Budget (OMB) administrative requirements, cost principles, other applicable federal rules and regulations, and funding source information as included herein.

CERTIFICATIONS AND SPECIAL PROVISIONS

1. GENERAL

1.1 To the extent that this contract involves the use, in whole or in part, federal funds, the signature of the Contractor's authorized representative on the contract signature page indicates compliance with the following Certifications and special provisions.

2. CONTRACTOR'S CERTIFICATION REGARDING SUSPENSION AND DEBARMENT

2.1 The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any Federal department or agency pursuant to 2 CFR Part 180.

2.2 The Contractor shall include these certification requirements regarding debarment, suspension, ineligibility, and voluntary exclusion in all lower tier covered transactions.

2.3 If the Contractor enters into a covered transaction with another person at the next lower tier, the Contractor must verify that the person with whom it intends to do business is not excluded or disqualified by:

2.3.1 Checking the System of Award Management (SAM) https://www.sam.gov; or

2.3.2 Collecting a certification from that person; or

2.3.3 Adding a clause or condition to the covered transaction with that person.

3. CONTRACTOR'S CERTIFICATION REGARDING LOBBYING

3.1 The Contractor certifies that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

3.2 The Contractor certifies that no funds under this contract shall be used to pay for any activity to support or defeat the enactment of legislation before the Congress, or any State

or local legislature or legislative body. The Contractor shall not use any funds under this contract to pay for any activity to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government.

3.3 The Contractor certifies that no funds under this contract shall be used to pay the salary or expenses of the Contractor, or an agent acting for the Contractor who engages in any activity designed to influence the enactment of legislation or appropriations proposed or pending before the Congress, or any State, local legislature or legislative body, or any regulation, administrative action, or Executive Order issued by the executive branch of any State or local government.

3.4 The above prohibitions include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.

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

3.6 The Contractor shall require that the language of this section be included in the award documents for all subawards at all levels (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

CERTIFICATIONS AND SPECIAL PROVISIONS

4. CONTRACTOR'S CERTIFICATION REGARDING A DRUG FREE WORKPLACE

4.1 The Contractor certifies it shall provide a drug free workplace in accordance with the Drug Free Workplace Act of 1988, 41 U.S.C. Chapter 81, and all applicable regulations. The Contractor is required to report any conviction of employees providing services under this contract under a criminal drug statute for violations occurring on the Contractor's premises or off the Contractor's premises while conducting official business. The Contractor shall report any conviction to the Department within five (5) working days after the conviction. Submit reports to:

Missouri Department of Health and Senior Services
Division of Administration, Grants Accounting Unit
P.O. Box 570
920 Wildwood Drive
Jefferson City, Missouri 65102-0570

5. CONTRACTOR'S CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

5.1 The Pro-Children Act of 1994, (Public Law 103-227, 20 U.S.C. §§ 6081-6084), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The Pro-Children Act also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The Pro-Children Act does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable Federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the Pro-Children Act may result in the imposition of a civil monetary penalty of up to $1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

5.2 The Contractor certifies that it will comply with the requirements of the Pro-Children Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Pro-Children Act.

5.3 The Contractor agrees that it will require that the language of this certification be included in any subcontract or subaward that contains provisions for children's services and that all subrecipients shall certify accordingly. Failure to comply with the provisions of the Pro-Children Act law may result in the imposition of a civil monetary penalty of up to $1,000 per day.

6. CONTRACTOR'S CERTIFICATION REGARDING NON-DISCRIMINATION

6.1 The Contractor shall comply with all federal and state statutes, regulations and executive orders relating to nondiscrimination and equal employment opportunity to the extent applicable to the contract. These include but are not limited to:

6.1.1 Title VI of the Civil Rights Act of 1964 (P.L. 88-352, 42 U.S.C. § 2000d *et seq.*) which prohibits discrimination on the basis of race, color, or national origin (this includes individuals with limited English proficiency) in programs and activities receiving federal financial assistance and Title VII of the Act which prohibits discrimination on the basis of race, color, national origin, sex, or religion in all employment activities;

6.1.2 Equal Pay Act of 1963 (P.L. 88 -38, as amended, 29 U.S.C. § 206 (d));

6.1.3 Title IX of the Education Amendments of 1972, as amended (20 U.S.C §§ 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;

6.1.4 Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794) and the Americans with Disabilities Act of 1990, as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12101 *et seq.*) as implemented by all applicable regulations;

6.1.5 The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age;

6.1.6 Equal Employment Opportunity – E.O. 11246, as amended;

6.1.7 Missouri State Regulation, 19 CSR 10-2.010, Civil Rights Compliance Requirements;

6.1.8 Missouri Governor's E.O. #05-30 (excluding paragraph 1, which was superseded by E.O. #10-24);

6.1.9 Missouri Governor's E.O. #10-24; and

6.1.10 The requirements of any other nondiscrimination federal and state statutes, regulations and executive orders which may apply to the services provided via the contract.

7. CONTRACTOR'S CERTIFICATION REGARDING EMPLOYEE WHISTLEBLOWER PROTECTIONS

7.1 The Contractor shall comply with the provisions of 41 U.S.C. 4712 that states an employee of a contractor, subcontractor, grantee, or subgrantee may not be discharged, demoted or otherwise discriminated against as a reprisal for "whistleblowing". In addition, whistleblower protections cannot be waived by any agreement, policy, form, or condition of employment.

7.2 The Contractor's employees are encouraged to report fraud, waste, and abuse. The Contractor shall inform their employees in writing they are subject to federal whistleblower rights and remedies. This notification must be in the predominant native language of the workforce.

7.3 The Contractor shall include this requirement in any agreement made with a subcontractor or subgrantee.

8. CLEAN AIR ACT AND WATER POLLUTION CONTROL ACT

8.1 The Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 *et seq.*) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 *et seq.*).

SUBRECIPIENT SPECIAL CONDITIONS

1. The Department of Health and Senior Services has determined that this contract is subrecipient in nature as defined in the 2 CFR § 200.331. To the extent that this contract involves the use, in whole or in part, of federal funds, the Contractor shall comply with the following special conditions.

1.1 The Contractor shall comply with all applicable implementing regulations, and all other laws, regulations and policies authorizing or governing the use of any federal funds paid to the Contractor through this contract. The Contractor shall ensure compliance with U.S. statutory and public policy requirements, including but not limited to, those protecting public welfare, the environment, and prohibiting discrimination. See the Federal Agency's Notice of Grant Award at https://health.mo.gov/information/contractorresources/ for the terms and conditions of the federal award(s) governing this contract. Refer to the Contract Funding Source(s) report enclosed with the contract for a listing of the applicable federal award numbers.

1.2 In performing its responsibilities under this contract, the Contractor shall fully comply with the Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (2 CFR Part 200, as applicable, including any subsequent amendments.

1.3 The Contractor shall send audit reports, other than their Single Audit Report, to the Department of Health and Senior Services, Division of Administration, P.O. Box 570, Jefferson City, MO 65102 each contract year. If a Single Audit is required, the Contractor must submit the Single Audit Report according to 2 CFR § 200.512. The Contractor shall return to the Department any funds disallowed in an audit of this contract.

1.4 The Contractor shall comply with the public policy requirements as specified in the Department of Health and Human Services (HHS) Grants Policy Statement which is incorporated herein as if fully set forth.
http://www.hhs.gov/sites/default/files/grants/grants/policies-regulations/hhsgps107.pdf

1.5 The Contractor shall be responsible for any disallowances, questioned costs, or other items, including interest, not allowed under the federal award or this contract. The Contractor shall return to the Department any funds disallowed within ninety days of notification by the Department to return such funds.

1.6 The Contractor shall notify the Department in writing within 30 days after a change occurs in its primary personnel involved in managing this contract.

SUBRECIPIENT SPECIAL CONDITIONS

1.7 The Contractor shall notify the Department in writing of any violation of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting federal monies under this contract. Failure by the Contractor to disclose such violations may result in the Department taking action as described in 2 CFR § 200.339 Remedies for Noncompliance.

1.8 The Contractor shall comply with Trafficking Victims Protection Act of 2000 (22 U.S.C. Chapter 78), as amended. This law applies to any private entity. A private entity includes any entity other than a State, local government, Indian tribe, or foreign public entity, as defined in 2 CFR § 175.25. The subrecipient and subrecipients' employees may not:

1.8.1 Engage in severe forms of trafficking in persons during the period of time that the award is in effect;

1.8.2 Procure a commercial sex act during the period of time that the award is in effect; or

1.8.3 Use forced labor in the performance of the award or subawards under the award.

1.8.4 The Contractor must include the requirements of this paragraph in any subaward made to a private entity.

1.9 The Contractor shall comply with 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations, as applicable.

1.10 A Contractor that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act (42 U.S.C. § 6962), as amended by the Resource Conservation and Recovery Act (P.L. 94-580). The requirements of Section 6002 relate solely to procuring items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247.

1.11 The Contractor shall provide its Unique Entity Identifier (UEI) number to the Department. If the Contractor is an exempt individual as per 2 CFR § 25.110(b), the Contractor shall notify the Department of its exemption. Pursuant to 2 CFR Part 25, no entity may receive a subaward unless the entity has provided its UEI number. The Department shall withhold the award of this contract until the Contractor submits the UEI number to the Department and the Department has verified the UEI number.

SUBRECIPIENT SPECIAL CONDITIONS

1.12 Equipment

1.12.1 Title to equipment purchased by the Contractor for the purposes of fulfilling contract services vests in the Contractor upon acquisition, subject to the conditions that apply as set forth in 2 CFR § 200.313. The Contractor must obtain written approval from the Department prior to purchasing equipment with a cost greater than $1,000. The repair and maintenance of purchased equipment will be the responsibility of the Contractor. Upon satisfactory completion of the contract, if the current fair market value (FMV) of the equipment purchased by the Contractor is less than $5,000, the Contractor has no further obligation to the Department. The Contractor may sell or retain items it purchased with a current FMV greater than $5,000, but the Contractor may be required to reimburse the Department for costs up to the current value of the equipment.

1.12.2 Equipment purchased by the Department and placed in the custody of the Contractor shall remain the property of the Department. The Contractor must ensure these items are safeguarded and maintained appropriately, and return such equipment to the Department at the end of the program.

MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES

Subrecipient Annual Financial Report

1. Contractor Name and Complete Address			
2. Contract Number	3. Contract Period (MM/DD/YY) From:	To:	4. Contractor Identifying Number (optional)
5. UEI Number	6. EIN	7. Report Type	
		☐ Annual ☐ Final	

8. Transactions

Contract Expenditures:

8a. Total contract funds authorized:	
8b. Total expenditures:	
8c. Unspent balance of contract funds (line a minus b):	$0.00

Match Requirements (if required by the contract):

8d. Total match required:	
8e. Total match expenditures:	
8f. Remaining match to be provided (line d minus e):	$0.00

9. Remarks: Attach any explanations deemed necessary.

10. Certification: By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal Award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

11a. Typed or Printed Name and Title of Authorized Certifying Official of the Contractor	11b. Telephone (Including Area Code)	11c. Email Address
11d. Signature of Authorized Certifying Official of the Contractor		11e. Date Report Submitted (MM/DD/YY)

MO 580-3091 (10-2022)

Joplin City Health Department

Completed By:	Ryan Talken	Date Completed:	12/5/2023
Contact Email:	RTalken1@joplinmo.org	Contact Phone Number:	417-623-6122

Accreditation Contract Budget

		Budget Amount		Amount allowed for Indirect
Total Contract Amount		$ 50,400.00		
Programmatic Operational Expenses (can be included in indirect)				
Personnel Services		$ 31,400.00		$ -
Fringe Benefits		$ 12,400.00		$ -
Supplies				$ -
Travel		$ 1,000.00		$ -
Other		$ 5,600.00		$ -
Contractual				
Subcontract #1	$ -			$ -
Subcontract #2	$ -			$ -
Subcontract #3	$ -			$ -
Subcontract #4	$ -			$ -
Subcontract #5	$ -			$ -
Subcontract #6	$ -			$ -
Contractual Total		$ -	Total	$ -
Indirect (Administrative) Percent	0%	$ -		
Total Contract Budget		$ 50,400.00		
Surplus/(Deficit)		$ -		

Budget Narrative/Justification

Programmatic Operational Expenses

Personnel Services - include name, title, role, salary or hourly rate

Director Ryan Talken - $45.62 hourly Rate Assistant Director Devin Blankenship $36.78 hourly rate Misty Hammer Nursing Coordinator $29.66 hourly rate, Suzan Morang Community Health Planner $26.49. Suzan Morang will be the lead on the accreditation project, Devin Blankenship, Ryan Talken and Misty Hammer will be actively involved and be on planning and implementation teams.

Fringe Benefits - include fringe benefits as either a percentage or hourly rate for personnel listed above

Fringe Rate 40% of salary. Benefits include health insurance, work Comp, FICA, Life Insurance, Dental, Disability

Supplies - include all supply purchases including general office supplies, paper, pens, toner cartridges and program supplies, etc.

none

Travel - include all travel anticipated and include hotel, meals, and mileage according to agency policy or CONUS rate (whichever is lower)

Travel from Joplin for Accrediaiton Work Group, possible overnight pier diem. $1000.00

Other - include any other expenditures that cannot be classified above and include expense details (quantities, unit price, etc.)

PHAB accrediation Fee for Health departments of 100,000 or fewer $5600.00

Contractual -include contractor name, period of performance, method of accountability, scope of work, estimated amount

None

Modified Total Direct Costs (MDTC) means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first $25,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs, and the portion of each subaward in excess of $25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs.
The contractor is entitled to charge their negotiated rate. If you have an approved negotiated rate please contact CLPHSCONTRACTS@health.mo.gov as we will need to modify this document to allow the proper calculation of Indirect Cost. In lieu of using their federally negotiated indirect cost rate or if you do not have an approved federally negotiated rate, the contractor may opt to accept an indirect cost rate up to 10% of the modified total direct costs or the contractor may waive charging indirect costs. The alternative method cannot result in more indirect earnings for the contractor than their negotiated rate If taking less than 10% MTDC for indirect please enter the percent into cell

EXHIBIT 1
BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION, AND AFFIDAVIT OF WORK AUTHORIZATION

BUSINESS ENTITY CERTIFICATION:
The Contractor must certify their current business status by completing either Box A or Box B or Box C on this Exhibit.

BOX A:	To be completed by a non-business entity as defined below.
BOX B:	To be completed by a business entity who has not yet completed and submitted documentation pertaining to the federal work authorization program as described at http://www.uscis.gov/e-verify.
BOX C:	To be completed by a business entity who has current work authorization documentation on file with a Missouri state agency including Division of Purchasing.

Business entity, as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term "**business entity**" shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term "**business entity**" shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit. The term "**business entity**" shall not include a self-employed individual with no employees or entities utilizing the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

Note: Regarding governmental entities, business entity includes Missouri schools, Missouri universities (other than stated in Box C), out of state agencies, out of state schools, out of state universities, and political subdivisions. A business entity does not include Missouri state agencies and federal government entities.

BOX A – CURRENTLY NOT A BUSINESS ENTITY

I certify that _____ (Company/Individual Name) **DOES NOT CURRENTLY MEET** the definition of a business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above, because: (check the applicable business status that applies below)

- ☐ I am a self-employed individual with no employees; **OR**
- ☐ The company that I represent employs the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

I certify that I am not an alien unlawfully present in the United States and if _____ (Company/Individual Name) is awarded a contract for the services requested herein under Local Public Health Agency Accreditation Assistance (Contract Title) and if the business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, then, prior to the performance of any services as a business entity, _____(Company/Individual Name) agrees to complete Box B, comply with the requirements stated in Box B and provide the Department of Health and Senior Services with all documentation required in Box B of this exhibit.

Authorized Representative's Name (Please Print)	Authorized Representative's Signature
Company Name (if applicable)	Date

(Complete the following if you DO NOT have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box B, do not complete Box C.)

BOX B – CURRENT BUSINESS ENTITY STATUS

I certify that _____ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530.

Authorized Business Entity Representative's Name (Please Print)	Authorized Business Entity Representative's Signature
Business Entity Name	Date
E-Mail Address	

As a business entity, the Contractor must perform/provide each of the following. The Contractor should check each to verify completion/submission of all of the following:

- ☐ Enroll and participate in the E-Verify federal work authorization program (Website: http://www.uscis.gov/e-verify; Phone: 888-464-4218; Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND

- ☐ Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include EITHER the E-Verify Employment Eligibility Verification page listing the Contractor's name and company ID OR a page from the E-Verify Memorandum of Understanding (MOU) listing the Contractor's name and the MOU signature page completed and signed, at minimum, by the Contractor and the Department of Homeland Security – Verification Division. If the signature page of the MOU lists the Contractor's name and company ID, then no additional pages of the MOU must be submitted; AND

- ☐ Submit a completed, notarized Affidavit of Work Authorization provided on the next page of this Exhibit.

EXHIBIT 1, continued

AFFIDAVIT OF WORK AUTHORIZATION:

The Contractor who meets the section 285.525, RSMo, definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now _____ (Name of Business Entity Authorized Representative) as _____ (Position/Title) first being duly sworn on my oath, affirm _____ (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri for the duration of the contract(s), if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that _____ (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services provided under the contract(s) for the duration of the contract(s), if awarded.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)

_____	_____
Authorized Representative's Signature	Printed Name
_____	_____
Title	Date
_____	_____
E-Mail Address	E-Verify Company ID Number

Subscribed and sworn to before me this _____ (DAY) of _____ (MONTH, YEAR). I am commissioned as a notary public within the County of _____ (NAME OF COUNTY), State of _____ (NAME OF STATE), and my commission expires on _____ (DATE).

_____	_____
Signature of Notary	*Date*

EXHIBIT 1, continued

(Complete the following if you have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box C, do not complete Box B.)

BOX C – AFFIDAVIT ON FILE - CURRENT BUSINESS ENTITY STATUS

I certify that _____ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, and have enrolled and currently participates in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri. We have previously provided documentation to a Missouri state agency or public university that affirms enrollment and participation in the E-Verify federal work authorization program. The documentation that was previously provided included the following.

- ✓ The E-Verify Employment Eligibility Verification page OR a page from the E-Verify Memorandum of Understanding (MOU) listing the Contractor's name and the MOU signature page completed and signed by the Contractor and the Department of Homeland Security – Verification Division
- ✓ A current, notarized Affidavit of Work Authorization (must be completed, signed, and notarized within the past twelve months).

Name of **Missouri State Agency** or **Public University*** to Which Previous E-Verify Documentation Submitted: _____

(*Public University includes the following five schools under chapter 34, RSMo: Harris-Stowe State University – St. Louis; Missouri Southern State University – Joplin; Missouri Western State University – St. Joseph; Northwest Missouri State University – Maryville; Southeast Missouri State University – Cape Girardeau.)

Date of Previous E-Verify Documentation Submission: _____

Previous **Bid/Contract Number** for Which Previous E-Verify Documentation Submitted: _____
(if known)

Authorized Business Entity Representative's Name (Please Print)	Authorized Business Entity Representative's Signature
E-Verify MOU Company ID Number	E-Mail Address
Business Entity Name	Date

FOR STATE USE ONLY

Documentation Verification Completed By:

Buyer	Date

EXHIBIT 2
ANTI-DISCRIMINATION AGAINST ISRAEL ACT CERTIFICATION

Statutory Requirement: Section 34.600, RSMo, precludes entering into a contract with a company to acquire products and/or services "unless the contract includes a written certification that the company is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel."

Exceptions: The statute provides two exceptions for this certification: 1) "contracts with a total potential value of less than one hundred thousand dollars" or 2) "contractors with fewer than ten employees." Therefore the following certification is required prior to any contract award.

Section 34.600, RSMo, defines the following terms:

> **Company** - any for-profit or not-for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association, including all wholly-owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of those entities or business associations.
>
> **Boycott Israel** and **Boycott of the State of Israel** - engaging in refusals to deal, terminating business activities, or other actions to discriminate against, inflict economic harm, or otherwise limit commercial relations specifically with the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel, that are all intended to support a boycott of the State of Israel. A company's statement that it is participating in boycotts of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel, or that it has taken the boycott action at the request, in compliance with, or in furtherance of calls for a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel shall be considered to be conclusive evidence that a company is participating in a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel; provided, however that a company that has made no such statement may still be considered to be participating in a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel if other factors warrant such a conclusion.

Certification: The Contractor must therefore certify their current status by completing either Box A, Box B, or Box C on the next page of this Exhibit.

BOX A:	To be completed by a Contractor that does not meet the definition of "company" above, hereinafter referred to as "Non-Company."
BOX B:	To be completed by a Contractor that meets the definition of "Company" but has less than ten employees.
BOX C:	To be completed by a Contractor that meets the definition of "Company" and has ten or more employees.

BOX A – NON-COMPANY ENTITY

I certify that _____ (Entity Name) currently **DOES NOT MEET** the definition of a company as defined in section 34.600, RSMo, but that if awarded a contract and the entity's business status changes during the life of the contract to become a "company" as defined in section 34.600, RSMo, and the entity has ten or more employees, then, prior to the delivery of any services and/or supplies as a company, the entity agrees to comply with, complete, and return Box C to the Department of Health and Senior Services at that time.

Authorized Representative's Name (Please Print)	Authorized Representative's Signature
Entity Name	Date

BOX B – COMPANY ENTITY WITH LESS THAN TEN EMPLOYEES

I certify that _____ (Company Name) **MEETS** the definition of a company as defined in section 34.600, RSMo, and currently has less than ten employees but that if awarded a contract and if the company increases the number of employees to ten or more during the life of the contract, then said company shall comply with, complete, and return Box C to the Department of Health and Senior Services at that time.

Authorized Representative's Name (Please Print)	Authorized Representative's Signature
Company Name	Date

BOX C – COMPANY ENTITY WITH TEN OR MORE EMPLOYEES

I certify that _____ (Company Name) **MEETS** the definition of a company as defined in section 34.600, RSMo, has ten or more employees, and is not currently engaged in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel as defined in section 34.600, RSMo. I further certify that if the company is awarded a contract for the services and/or supplies requested herein said company shall not engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel as defined in section 34.600, RSMo, for the duration of the contract.

Authorized Representative's Name (Please Print)	Authorized Representative's Signature
Company Name	Date

STATE OF MISSOURI
DEPARTMENT OF HEALTH AND SENIOR SERVICES

TERMS AND CONDITIONS

This contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained herein. Any change must be accomplished by a formal signed amendment prior to the effective date of such change.

1. APPLICABLE LAWS AND REGULATIONS

a. The contract shall be construed according to the laws of the State of Missouri (state). The Contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
b. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the Contractor and the state.
c. The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.
d. The Contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
e. The exclusive venue for any legal proceeding relating to or arising out of the contract shall be in the Circuit Court of Cole County, Missouri.
f. The Contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws and Executive Order 07-13 for work performed in the United States.

2. INVOICING AND PAYMENT

a. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation. Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified herein.
b. The statewide financial management system has been designed to capture certain receipt and payment information. For each purchase order received, an invoice must be submitted that references the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
c. The Contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the state.
d. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the specific contract terms.
e. The State of Missouri assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the state's rejection and shall be returned at the Contractor's expense.
f. All invoices for equipment, supplies, and/or services purchased by the State of Missouri shall be subject to late payment charges as provided in section 34.055, RSMo.
g. The State of Missouri reserves the right to purchase goods and services using the state purchasing card.

3. DELIVERY

Time is of the essence. Deliveries of equipment, supplies, and/or services must be made no later than the time stated in the contract or within a reasonable period of time, if a specific time is not stated.

4. INSPECTION AND ACCEPTANCE

a. No equipment, supplies, and/or services received by an agency of the state pursuant to a contract shall be deemed accepted until the agency has had reasonable opportunity to inspect said equipment, supplies, and/or services.
b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the Contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
c. The State of Missouri reserves the right to return any such rejected shipment at the Contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
d. The State of Missouri's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the state may have.

5. CONFLICT OF INTEREST

Elected or appointed officials or employees of the State of Missouri or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.452 and 105.454, RSMo, regarding conflict of interest.

6. WARRANTY

The Contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the state, (2) be fit and sufficient for the purpose intended, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect. Such warranty shall survive delivery and shall not be deemed waived either by reason of the state's acceptance of or payment for said equipment, supplies, and/or services.

7. REMEDIES AND RIGHTS

a. No provision in the contract shall be construed, expressly or implied, as a waiver by the State of Missouri of any existing or future right and/or remedy available by law in the event of any claim by the State of Missouri of the Contractor's default or breach of contract.
b. The Contractor agrees and understands that the contract shall constitute an assignment by the Contractor to the State of Missouri of all rights, title and interest in and to all causes of action that the Contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the Contractor in the fulfillment of the contract with the State of Missouri.

8. CANCELLATION OF CONTRACT

a. In the event of material breach of the contractual obligations by the Contractor, the state may cancel the contract. At its sole discretion, the state may give the Contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at a minimum the Contractor must provide the state within 10 working days from notification a written plan detailing how the Contractor intends to cure the breach.
b. If the Contractor fails to cure the breach or if circumstances demand immediate action, the state will issue a notice of cancellation terminating the contract immediately. If it is determined the state improperly cancelled the contract, such cancellation shall be deemed a termination for convenience in accordance with the contract.
c. If the state cancels the contract for breach, the state reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the state deems appropriate and charge the Contractor for any additional costs incurred thereby.
d. The Contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated, and the state shall not be liable for any costs associated with termination caused by lack of appropriations.

9. BANKRUPTCY OR INSOLVENCY

Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the Contractor must notify the state immediately. Upon learning of any such actions, the state reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the Contractor responsible for damages.

10. INVENTIONS, PATENTS AND COPYRIGHTS

The Contractor shall defend, protect, and hold harmless the State of Missouri, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the Contractor's performance or products produced under the terms of the contract.

11. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

In connection with the furnishing of equipment, supplies, and/or services under the contract, the Contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status unless otherwise provided by law. If the Contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:

a. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
b. The identification of a person designated to handle affirmative action;
c. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;
d. The exclusion of discrimination from all collective bargaining agreements; and
e. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

If discrimination by a Contractor is found to exist, the state shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the state until corrective action by the Contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

12. AMERICANS WITH DISABILITIES ACT

In connection with the furnishing of equipment, supplies, and/or services under the contract, the Contractor and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

13. FILING AND PAYMENT OF TAXES

The commissioner of administration and other agencies to which the state purchasing law applies shall not contract for goods or services with a vendor if the vendor or an affiliate of the vendor makes sales at retail of tangible personal property or for the purpose of storage, use, or consumption in this state but fails to collect and properly pay the tax as provided in chapter 144, RSMo. For the purposes of this section, "affiliate of the vendor" shall mean any person or entity that is controlled by or is under common control with the vendor, whether through stock ownership or otherwise.

14. COMMUNICATIONS AND NOTICES

Any notice to the Contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, transmitted by e-mail or hand-carried and presented to an authorized employee of the Contractor.

MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES

CONTRACT FUNDING SOURCE(S)

The Contract Funding Source(s) identifies the total amount of funding and federal funding source(s) expected to be used over the life of this contract. The CFDA number is the pass-through identification number for your Schedule of Expenditures of Federal Awards (SEFA), if one is required. You may reconcile your financial records to actual payment documents by going to the vendor services portal at https://www.vendorservices.mo.gov/. If the funding information is not available at the time the contract is issued, the Contractor will be notified in writing by the Department. Please retain this information with your official contract files for future reference.

Tracking #	55525	**State:** 0%	$0.00	**Federal:** 100%	$54,400.00
Contract Title:	LOCAL PUBLIC HEALTH AGENCY ACCREDITATION ASSISTANCE				
Contract Start:	12/1/2023	**Contract End:**	11/30/2024	**Amend#:** 00	**Contract #:**
Vendor Name:	JOPLIN CITY HEALTH DEPARTMENT				

CFDA: 93.967	**Research and Development:** N		
CFDA Name:	CDC'S COLLABORATION WITH ACADEMIA TO STRENGTHEN PUBLIC HEALTH		
Federal Agency:	DEPARTMENT OF HEALTH AND HUMAN SERVICES; CENTERS FOR DISEASE CONTROL AND PREVENTION		
Federal Award:	5NE11OE00072-02-00		
Federal Award Name:	STRENGTHENING U.S. PUBLIC HEALTH INFRASTRUCTURE, WORKFORCE, AND DATA SYSTEMS		
Federal Award Year:	*	**DHSS #:** OE7201A2BP2	**Federal Obligation:** $54,400.00

*** The Department will provide this information when it becomes available.**

Project Description:

Funding will provide contracted funding support to the 115 local public health agencies (LPHAs) in the State of Missouri as they pursue public health accreditation or reaccreditation for their jurisdictions.

CITY OF JOPLIN
COUNCIL AGENDA ITEM

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

MEETING DATE
April 01, 2024

ORIGINATING DEPT
Planning, Development and Neighborhood Services

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

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

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

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

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

RECOMMENDATION

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

Request for Proposal (RFP)
Solicitation for Citywide Fiber Optic Network Partnership



Published November 29, 2022
Proposals are due by **5:00 PM CST on January 31, 2023**

Rev. 11/29/2022

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1. Description

The City of Joplin ("the City") published this Request for Proposal (RFP) to solicit proposals from Internet Service Providers (ISPs) and vendors to partner with the City to meet its connectivity goals and further progress towards a Smarter Joplin by bringing fiber-optic broadband to every home and business in the City. Below identifies explicit needs of the City for a successful future partnership. With this partnership, the City would like to address the following requirements:

1.1 The City requests that the future partnership covers all of the City of Joplin.

1.2 The City requests Gigabit technology to be deployed.

1.3 The City requests future partnerships consider connection to city infrastructure.

1.4 The City prefers underground facilities to the maximum extent practicable; however, the City will consider aerial infrastructure with justification. Respondents shall provide approach to meeting this requirement (i.e., new and existing infrastructure).

1.5 The City will potentially make existing publicly owned infrastructure available for consideration in future negotiations.

1.6 The City is keenly interested in affordable rates (lower rates for low-income households) and prefers respondents support the Affordable Connectivity Program (ACP) providing gigabit connectivity to all residents and businesses.

1.7 Respondents must identify if they are self-funded or using City funds. If Respondent is proposing to fund the network, proof of funding specifically for Joplin must be made available. The City will not consider offers where the City funds the entire network.

1.8 Respondents shall provide a detailed financial model (as explained in Section 5 of this document).

1.9 As the City intends to provide resources, including American Rescue Plan Act (ARPA) funds, it is the responsibility of the partner to adhere to all guidelines set by the U.S. Treasury Department. Respondents shall provide an approach to remain compliant.

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2. Background

In September 2018, the City of Joplin assessed whether the City should adopt a "Smart City" approach to support resilient infrastructure, drive socio-economic growth, and enhance the benefits of its citizens and businesses. Through evaluating the City's current state, conducting peer city research, and obtaining design inputs, the City created a Smart City Roadmap ("Roadmap") to help guide community leaders and City staff through the next steps of implementation. The Roadmap was approved by City Council in September 2019.

In 2021, Finley Engineering, Inc. and its partner CCG Consulting conducted a Broadband Gap Analysis that detailed the feasibility of bringing fiber to the City. The Broadband Gap Analysis Report, delivered to the City in October 2021 concluded that one of the best paths forward for the City was to engage in a public-private partnership (P3).

This critical analysis concentrated on three major areas to assess fiber feasibility:

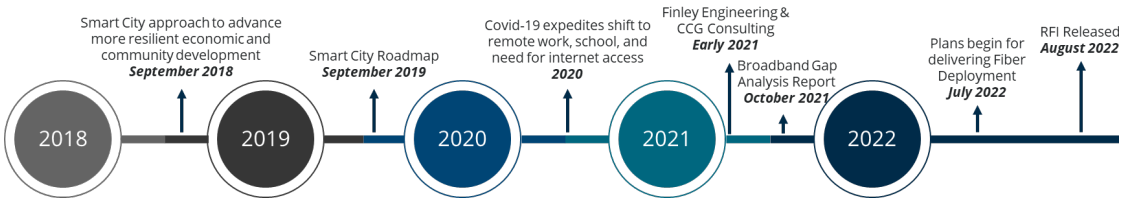
a. an analysis of the Joplin market and the demand for broadband,
b. an engineering estimate of the cost of building fiber across the entire City, and
c. a financial analysis to explore if it is financially feasible for an ISP to build fiber.

The analysis identified the need for the City to approach the broadband market to support in future improvement of connectivity across the community.

In August 2022, the City began to seek a partner interested in helping the City bring fiber-optic broadband to every home and business in the City. The City released a Request for Information (RFI) to open a dialog with interested ISPs or other vendors interested in helping the City meet its connectivity goals and further progress towards a Smarter Joplin.

A timeline representing the key dates is presented in **Figure 1**.

Figure 1: City of Joplin Broadband Initiative Timeline



From the positive response the City received from ISPs, vendors, and potential partners, the City decided to publish this Request for Proposal (RFP). The City continues to recognize there are multiple partnership structures which were highlighted during the RFI process and are commonly negotiated between cities and ISPs. In some cases, ISPs are funding and owning a new fiber network entirely. In other cases, partnerships exist where a City funds some portion of the network (e.g., fiber backbone, empty conduit for ISPs to use), while multiple ISPs use the open-access network.

3. General Proposal Requirements

The City is seeking innovative partners to deploy a citywide open-access fiber network. and requires Respondents to provide the following information:

3.1. Company Profile

3.1.1 Provide a brief executive summary of Respondents proposal.

3.1.2 Provide the name(s), address, email address, and telephone numbers (office and cell) for the person(s) at Respondent that can answer questions regarding responses to RFP and will be involved in potential interviews/negotiations.

3.1.3 Provide detailed information about business structure of the Respondent. If the RFP response involves a partnership between multiple parties, provide the information for each partner, including:

3.1.3.1 Which entity will serve as Prime? The Prime will need to provide the following information and only list the subordinate partners.

3.1.3.2 The legal name of the respondent as is specified in its charter or other organizing/creation document, as well as the state in which the respondent business entity is organized (including DUNS number).

3.1.3.3 Detailed organizational structure of Respondent (e.g., executive, project management, construction, subcontractors). How many people do you employ? How many of these employees work in areas related to telecom or broadband?

3.1.3.4 Discussion of future local presence in City of Joplin.

3.1.3.5 The names and mailing addresses of any parent or subsidiary of the respondent (namely, any other business entity owning or controlling the Respondent, in whole or in part) and a statement describing the nature of any such parent or subsidiary business entity.

3.1.3.6 Please describe any partnership arrangements or other significant business arrangements that are integral to the proposed solution. If proposal includes group of ISPs and/or companies, please explain partnership structure.

3.2. Company Experience

3.2.1 Provide a brief company history, particularly as related to telecom and broadband

3.2.2 Provide any statistics related to Respondents current broadband-business that would be relevant and of interest to the City. This might include such things as the number of retail customers currently served or the number of miles of fiber owned.

3.2.3 Provide the same statistics as item 3.2.2 for operations currently in Missouri.

3.2.4 List all the states where Respondent has retail broadband customers and/or open-access customers.

3.2.5 Description of existing customers and any relevant past performance. If the RFP response involves a partnership between multiple parties, please provide this information for each partner.

3.2.6 Detailed description of Respondent's safety culture and safety record. If the RFP response involves a partnership between multiple parties, please provide this information for each partner.

3.2.7 Provide three (3) references (at a minimum) including entity, name of POC, phone number, email address, and location. If the RFP response involves a partnership between multiple parties, provide this information for the leading partner.

3.3. Project Execution

3.3.1 Provide customer service ratings and description of how Respondent will provide customer service as part of future partnerships.

3.3.2 Provide detailed description of future pricing and guarantees (all rates and products) to City customers (e.g., business, residential, and City government)

3.3.3 Provide the anticipated timeline of execution and connecting the City of Joplin.

3.3.4 Does the Respondent anticipate opening a local business office or does the Respondent have a local business office in place? If Respondent plans to open local business office, please provide its approach.

4. Technical Requirements

The Respondent must meet the following technical parameters. Any details of the engineering design beyond these parameters are at the discretion of the Respondent. Respondent should note in the RFP response if it intends to deviate from any of the following requirements. If Respondent deviates from the requirements, the Respondent shall include a description of the alternate approach and explain briefly why the alternate approach will be adequate.

4.1 A fiber network should be designed to pass every home, business, underserved areas, and government location within Joplin's City Limits.

4.2 The network should be capable of delivering gigabit download speeds and denote upload speeds capable of meeting federal guideline minimums. Respondent must document how technology will be scalable to meet future bandwidth needs to every subscribed customer in Joplin's City Limits.

4.2.1 The design will incorporate a drop network access point (NAP) design that will enable the easy placement of a fiber drop to premises that take service.

4.2.2 The network should be designed so that it will continue to provide the promised broadband speeds at the expected busy hour when the network carries the most local broadband traffic.

4.2.3 The design should include all huts, cabinets, and other network elements needed to make the fiber network functional and ready to accept electronics.

4.3 The City's preference is to use buried fiber. Describe the number of miles of proposed aerial and buried fiber in Respondent plan.

4.4 For buried infrastructure, locating wire must be installed with all buried fiber. All conduits shall be placed at a minimum depth of 36".

4.5 For aerial fiber, Respondent will execute a pole attachment agreement with the owner of any utility or light poles to be used for aerial construction and will adhere to the requirements of such agreements for purposes of performing make-ready work or in placing fiber on aerial poles.

4.6 Respondent shall obtain all needed permits, rights-of-way, and easements from the appropriate government entity for public rights-of-way and from private landowners for private rights-of-way. These shall include, but are not limited to, all authorities having jurisdiction (local, state, and federal), railroad crossings, water crossings, wetland crossings, and road crossings.

4.6.1 Respondent should provide independent inspection of the construction process (meaning the inspectors are independent from, and not employed by the Respondent) so that the constructed network meets the design specification of the network.

4.6.2 Describe proposed process for construction inspection and describe the functional independence of the inspectors.

4.7 Post-construction, Respondent shall provide a copy of the final construction / as-built drawings to the City in shapefile format to the City.

4.8 Respondent shall adhere to all national standards related to fiber construction and fiber electronics (Appendix A).

5. Financial Requirements

The City's goal is to solicit the market for an ISP partner that will fund all or most of a network build. The City will not entertain proposals where the City funds the entirety of the network.

City leaders have prioritized the use of ARPA funds and other potential City resources to aide in strengthening the Joplin's Smart Grid for resiliency, reliability, and redundancy of current broadband systems. These resources may be allocated towards a future P3 at the discretion of the City Manager with approval from City Council on future partnership(s). The intended outcome of this RFP is to progress with the negotiation and development of a collaborative partnership focused on improving connectivity to further Joplin in its Smart City goals.

NOTE: Respondents have the option to keep financial information confidential. If a Respondent wishes to use this option, the Respondent shall respond to the financial questions in this section with a separate document labeled as "Confidential Financial Information." Please note, a Respondent should understand that at some future point, if the City enters negotiation towards a partnership that your financial information might be made public, however, for purposes of this RFP, the City will keep financial information confidential and will circulate only to selected members of the RFP review team.

5.1. Financial History

5.1.1 How long has the Respondent been operating in its current corporate structure?

5.1.2 Provide a copy or link to two most recent audited financial statements for the responding organization. If Respondent is proposing a solution that involves multiple partners, provide financial statements for each partner.

5.1.3 Has the business declared bankruptcy in the last ten years? If yes, explain and describe the current status in relationship to the bankruptcy.

5.1.4 Disclose any lawsuits during the past five years that might have an impact or bearing on a broadband business.

5.2. Ability to Fund the Network

5.2.1 This RFP assumes that the Respondent will finance a substantial portion of the proposed network. Please describe Respondents funding plans by answering the following questions:

5.2.2 What is the estimated cost, or range of costs, needed to build the proposed solution and launch the broadband business?

5.2.3 How much funding is the Respondent seeking from the City as part of its financing plan? At what stage of the project would Respondent expect the City to make the desired contribution?

5.2.4 Please describe the amount of funding that will come from various sources as follows:

Respondent Equity	$
Other Equity	$
Contribution from the City	$
Bank or Other Loans	$
Grants	$
Other	$
Total	$

5.2.5 Provide a brief description of the source and assumptions made for each of the above sources of funding

5.2.6 If the Respondent is proposing to contribute debt or equity to fund the project, provide evidence that the needed funds are available.

5.3. Other Financial Questions

5.3.1 If Respondent wants the City to contribute funding to the network, describe if Respondent is looking for a grant from the City or if the funding is specifically tied to any specific function, such as providing the City with a private network.

5.3.2 Describe any other City assets or services that the Respondent would like to receive from the City.

5.3.3 If the Respondent is proposing any ongoing revenue for the City, describe how and when such payments would be calculated and paid.

5.3.4 Describe any other financial terms and conditions Respondent wants the City to consider.

5.3.5 Please indicate the level of monetary support Respondent will need from the City.

5.3.6 Please provide a detailed list of expectations Respondent would like the City to provide in a potential future partnership agreement (e.g., ROW, permits).

5.3.7 Please describe Respondent's intent and approach to seek and use future grant funding to support the future build of the citywide network.

6. Resources Provided by City

The City has identified key resources to be provided to all Respondents and are provided on the City's procurement website. If Respondents encounter issues with accessing these files, please contact Johan Bullington (JBulling@joplinmo.org).

These resources are (Appendix B):

- Broadband Gap Analysis Study
- Smarter Joplin Roadmap
- Request for Information
- City relevant GIS data
- Joplin Development Code
- Code of Ordinances, City of Joplin

7. RFP Instructions, Definitions, and Schedule

The response should be prepared simply and economically, providing straightforward and concise responses to all questions and addressing all City requirements. False or inaccurate information will result in the rejection of the response. Once a response has been submitted, product substitutions or changes to design, material, or process may not be made without the prior written approval of the City.

RFP Modifications
The City reserves the right to modify or change any information presented in this RFP as more information becomes available. Any RFP modifications will be provided by means of Addendum.

Responsibility for Costs
The Respondent shall be fully responsible for all costs incurred in the development and submission of the proposal or any other costs incurred prior to the issuance of an agreement or contract. The City shall not assume any contractual obligations as a result of the issuance of a proposal request, the preparation or submission of a proposal, the evaluation of proposals or the final selection of a proposal.

RFP Submittal Deadline
The City will accept electronically submitted responses no later than **5:00PM CST on January 31, 2023**. The Respondent should provide a single PDF file unless otherwise indicated (i.e. financial confidentiality). Late submittals will not be considered. All responses must be clearly labeled in the subject of the transmittal email as "RFP for Solicitation for Citywide Fiber Optic Network Partnership". The City urges respondents to initiate email transmittals in advance of the deadline to mitigate risk of nonreceipt.

RFP Questions

All general questions pertaining to this RFP must be submitted by email to:

Johan Bullington
Email: JBulling@joplinmo.org

Deliver the RFP to

All submittals must be submitted directly to:

Johan Bullington
Email: JBulling@joplinmo.org

Respondents that wish to be notified of the responses to questions by other parties should request at the above email address to be added to the list of interested parties.

Any written questions from Respondents must be received no later than **December 9, 2022**. Questions or requests for clarifications received after this deadline will not be answered. The City will provide written answers to all questions and circulate the questions and answers to all known interested parties.

Schedule of Activities

The City has established the following schedule:

Issue RFP	November 29, 2022
Final acceptance for Respondent questions	December 9, 2022
City will respond to all questions	December 22, 2022
RFP responses due	**January 31, 2023**

RFP Format

In order to facilitate a timely and fair evaluation of RFP proposals, a standard response format has been developed and is documented in this section. All Respondents are required to format their proposal in a manner consistent with the guidelines below:

Section	Topic
1	Letter of Transmittal
2	Executive Summary
3	General Requirements ▪ Company Profile ▪ Company Experience ▪ Project Execution
4	Technical Approach
5	Financial Approach
6	Additional Information

The topics must be organized under the specific section as stated above and indicated appropriately. Each topic must be addressed in the proposal, or the proposal may be rejected.

Authorized Representative

Respondent should indicate the name, title, and contact information of the person who will be authorized to enter into an agreement with the City if selected.

Confidentiality

The City shall use reasonable efforts to preserve the confidentiality of any proprietary or confidential information submitted by the Respondent which is clearly designated and identified as such. Given that the City is a governmental entity, it has commitments and obligations subject to "freedom of information" laws or similar statutory disclosure requirements. The City is subject to full compliance with these laws and statutory requirements. Compliance with these laws or statutes shall be deemed not to constitute a breach of requested confidentiality of a given proposal response to the RFP.

Proposal Disposition

Any proposals received in response to this RFP shall become the property of the City.

RFP Response Review

The City will evaluate each Respondent's responses to this RFP. The City's goal is to eventually reach an agreement with one Respondent to build and operate a new broadband network in the City. The City reserves the right to take no action after reviewing responses. The City reserves the right to ask for clarifications of responses to the RFP either in writing or by video conference. The City may eliminate from consideration any Respondent that does not provide response to City questions or does not meet City minimum requirements. The City will notify any Respondents who do not meet our minimum requirements in a timely manner.

The selection committee will review each response based on the categories below independently, and the City reserves the right to reject any proposal that scores poorly on one or more categories. The City expects to conduct interviews with a short list of candidates based on the responses to the categories below.

a. **Company Profile: (10 Points)** Review will emphasize organizational structure, partnership structure, and available resources to construct the citywide network.

b. **Company Experience: (10 Points)** Review will emphasize direct experience and success with delivering similar services as well as integrity, reputation, safety, and efficiency of the Respondent.

c. **Project Execution: (10 Points)** Review will emphasize ability to commence and connect the City of Joplin promptly or within the time specified, without delay or interference. An anticipated timeline of execution and connecting the City of Joplin is required to be provided by the Respondent.

d. **Technical Requirements: (20 Points)** Review will evaluate the Respondent's capabilities and approach to address technical requirements in the RFP. The design should provide a resilient city-wide network meeting national standards related to fiber construction and fiber electronics. The fiber network should be designed to pass every home, business, and government location within Joplin's City limits. The respondent must display an adequate plan for the construction process, minimizing disruptions to the City.

8. General Provisions

Minimum Effective Period of Proposal
All proposals are required to remain in effect for at least 120 days from the date submitted to the City for review. This should be taken into account during budget preparations.

Public Information
All information, documentation, and other materials submitted in response to this solicitation are considered non-confidential and/or non-proprietary and are subject to public disclosure. Respondents may request company specific business and proprietary information not to be released and allowed by Missouri Statute.

RFP Acceptance and Rejection
The City reserves the right to accept any proposal or part of a proposal; to reject any or all proposals; to waive irregularities or informalities in any proposal, in any manner deemed in the best interest of the City.

Presentations and Site Visits
The Respondent may be invited to make a presentation in person or by conference call.

MBE/WBE
Please state whether Respondent or any potential sub-contractors participate in the Minority and Women Business Enterprise Initiative (MBE/WBE).

Type of Contract
The final contract form shall be negotiated between and be mutually acceptable to the parties. Any contract(s) resulting from this effort will be negotiated at the sole discretion of City of Joplin (the "City"), and/or their agents.

Clarifications and Interpretations
Any clarifications or interpretations of this RFP that materially affect or change its requirements will be provided by the City as an addendum. These items must be received by the City 10 days prior to the proposal due date to allow for proper notification. All such addenda issued by the City shall be issued before the proposals are due as part of the RFP, and all Respondents shall acknowledge receipt of and incorporate each addendum in its responses. All additional information or addenda will be posted on the city website at http://joplinmo.org/index.aspx in the left-hand column under Bids/Projects. Please check regularly and/or sign up to receive notifications.

Respondents shall consider only those clarifications and interpretations that the City issues by addenda five (5) days prior to the submittal deadline. Interpretations or clarifications in any other form, including oral statements, will not be binding on the City and should not be relied upon in preparing responses.

No Lobbying
Respondent acknowledges and accepts that from the Date of Issuance of the RFP until a

final decision has been made by the City, it will not take any action, make any effort or support or engage others on its behalf to take actions or efforts with attempt to influence the decision-making process for this RFP in favor of the respondent. This includes direct contact with the City Council, City Manager and staff of the City of Joplin, the selection committee, board members of the Joplin Chamber, and others who may be engaged in the process. Additionally, the Respondent acknowledges and accepts that it will not attempt to use public communication such as the news media, social media, etc. as a means of attempting to influence the RFP evaluation or decision-making process. Any respondent violating any of the aforementioned conditions is subject to immediate disqualification from consideration.

Miscellaneous
Respondent must disclose any potential conflict of interest with the City and any of its employees.

Respondent shall hold all information provided in its response in confidence and shall not reveal its proposal to or discuss its proposal with others until all relevant contracts are awarded. By the submission of a proposal, the Respondent represents and warrants that in connection with the response that no attempt has been made nor will be made to restrict competition, to induce any other person or party to submit, or conspire with any other parties to restrict or otherwise manipulate prices or competition relating to this RFI or any resultant contracts.

The City does not and shall not discriminate on the basis of race, color, religion (creed), gender, gender expression, age, national origin (ancestry), disability, marital status, sexual orientation, or military status, in any of its activities or operations. These activities include but are not limited to, hiring and firing of staff, selection of volunteers and vendors, and provision of services. The City is committed to providing an inclusive and welcoming environment for all members of our staff, citizens, volunteers, contractors, vendors, and clients. The City expects the Respondent to comply with these standards.

Appendix A – National Standards

NATIONAL ELECTRICAL CODE, NFPA 70

The National Fire Protection Association has acted as the sponsor of the National Electrical Code (NEC) since 1911. The original Code was developed in 1897 as a result of the united efforts of various insurance, electrical, architectural, and allied interests. The purpose of the NEC is the practical safeguarding of persons and property from hazards arising from the use of electricity. The NEC provides the minimum code requirements for electrical safety. In telecommunications distribution design, the NEC must be used in concert with the ANSI/EIA/TIA standards identified below, which are intended to insure the performance of the telecommunications infrastructure.

ANSI/TIA/EIA STANDARDS

The Telecommunications Industry Association/Electronics Industry Association (TIA/EIA) engineering standards and publications are designed to serve the public interest by eliminating misunderstandings between manufacturers and purchasers. The standards facilitate interchangeability and improvement of products and assist the purchaser in selecting and obtaining the proper product for his or her particular needs.

The TIA/EIA Standards are updated every five years. Due to the rapid changes in the telecommunications and electronics industries, TIA/EIA publishes periodic Telecommunications Systems Bulletins (TSB), which provide additional guidance on certain technical issues that must be addressed prior to the next scheduled revision of the standards. The information contained in TSBs is usually incorporated into the applicable standard during the next standards revision. Standards and publications are adopted by TIA/EIA in accordance with American National Standards Institute (ANSI) patent policy. The TIA website is: http://www.tiaonline.org/

FIBER OPTIC TEST STANDARDS, TIA/EIA-526 (SERIES)

The TIA/EIA-455 series, together with its addenda, provides uniform test procedures for testing the fiber optic components intended for, or forming a part of, optical communications and data transmission systems. This series contains standard test procedures for optical fibers, cables, transducers, and connecting and terminating devices.

CUSTOMER-OWNED OUTSIDE PLANT (OSP), ANSI/TIA/EIA-758

The ANSI/TIA/EIA-758 provides industry standards for the design and construction of customer-owned OSP infrastructure. Unless specified otherwise by one of the cities, the fiber network should be designed and constructed to be in compliance with ANSI/TIA/EIA-758.

NATIONAL ELECTRIC SAFETY CODE

The NESC sets the ground rules for the practical safeguarding of persons during the installation, operation, or maintenance of electric supply & communication lines & associated equipment. It contains the basic provisions that are considered necessary for the safety of employees & the public under the specified conditions. The NESC continues to be a stronghold in the U.S. electrical industry & communications fields and serves as the authority on safety requirements for power, telephone, cable TV, & railroad signal systems.

Appendix B – Resource Links

Broadband Gap Analysis Study
http://www.joplinmo.org/DocumentCenter/View/10293/Joplin-Internet_Broadband-Gap-Report-v2---10_06_2021-2

Smarter Joplin Roadmap
http://www.joplinmo.org/DocumentCenter/View/9575/Smarter-Joplin-Roadmap-Optimizedpdf

Request for Information
https://www.joplinmo.org/Bids/PlanHolders/646?documentId=10752

City relevant GIS data
https://www.joplingis.org/portal/home/webmap/viewer.html?webmap=29730f3185ea4ad1a6e9c4373fb80aac

Joplin Development Code
https://www.joplinmo.org/DocumentCenter/View/10755/Joplin-Development-Code

Code of Ordinances, City of Joplin
https://library.municode.com/mo/joplin/codes/code_of_ordinances?nodeId=COORJOMI

Solicitation for Citywide Fiber Optic Network Partnership

REQUEST FOR PROPOSAL

JANUARY 31, 2023

PREPARED FOR:

City of Joplin
Attn: Johan Bullington, CDBG Project Manager
602 S. Main Street
Joplin, MO 64801

Section 1 - Letter of Transmittal

January 31, 2023

Johan Bullington
CDBG Project Manager
City of Joplin
602 S. Main Street
Joplin, MO 648014

Johan,

Thank you for the opportunity to respond to the City of Joplin's Request for Proposal for a Citywide Fiber Optic Network Partnership. ALLO Communications ("ALLO") is interested in partnering with the City to meets its connectivity goals and further progress towards a Smarter Joplin by bringing fiber-optic broadband to every home and business in the community.

ALLO is a telecommunications company offering world-class Fiber-to-the-Premise networks for superior broadband, internet, television, and telephone to residents, businesses, and government entities. ALLO's fiber networks expand business opportunities, create jobs, and improve the quality of life for our customers.

ALLO's growth and success over the past two decades is evidence of our technical capabilities, experienced personnel, superior products, and unmatched reputation for customer service. Our modern network, expert team of engineers, operators, and technical specialists combine with the immense capacity of ALLO's fiber network to provide unparalleled service to our partner communities.

ALLO has recently won numerous national and local awards for our service. It is our goal to change the standards for the industry and help move communities forward by bringing the benefits of a fiber optic network.

With a deep fiber experience serving cities totaling 1 million in population, ALLO has the experience, expertise, and current solutions to partner with the City of Joplin to deploy a successful network.

Sincerely,

Bradley A. Moline
President, ALLO Communications
330 South 21st Street| Lincoln, NE 68510
brad.moline@allofiber.com | 308.633.7802

Section 2 - Executive Summary

ALLO Communications is interested in partnering with the City of Joplin to bring fiber-optic broadband to the community. The project will establish and accelerate the enhancement of broadband infrastructure in the area by providing reliable high-speed broadband service through an all Fiber-to-the-Premise (FTTP) network.

The business approach ALLO intends to use for the Joplin project will mirror the approach used in our other markets. In many of ALLO's markets, the business model includes all stages of the project, from design through construction to sales, installation, and ongoing support. ALLO's process often reduces the overall cost of construction by more than 30%.

ALLO will work with Joplin to ensure the viability of the project. An agreement will be structured based on this determination, including clear roles, responsibilities, and financial commitments.

ALLO Preferred Option – A Full-Service Solution

Design & Feasibility – ALLO will design the network using our playbook, auto-design programs, and available GIS information for the community and existing utilities to provide an optimized plan for ubiquitous fiber coverage in Joplin with a specific focus on utilizing the City's current infrastructure.

An integral part of this process includes collaboration with Joplin to gain local knowledge and expertise, including detailed knowledge of city-owned assets, construction requirements, upcoming capital projects, and permitting processes.

The City's willingness to offer a streamlined permitting process and ROW options will be very helpful in the process.

The network construction cost will continue to be refined with a reasonable, safe build interval. Once the project and financial arrangement are approved by all parties, ALLO's proven construction management processes will be utilized in order to minimize construction and operational risk as well as reduce overall costs.

The current GIS design will be finalized with inputs from local utility experts and the ALLO construction team, resulting in a final comprehensive design for the defined area.

Construction Process – The construction process will be managed by ALLO with ALLO construction personnel supported by a third-party construction contractor. The construction vendor selection process will focus on contractors and managers that are familiar with the region and ALLO's construction and safety expectations. ALLO will provide oversight of these contractors to ensure the network is built to the designed specifications.

Quality will be checked by the City, ALLO, and others to verify appropriate construction standards, meet budget expectations, and ensure completion timeliness. The construction of a highly dependable network in a cost and time-efficient manner is the goal for all involved. Safety is a focus throughout the project.

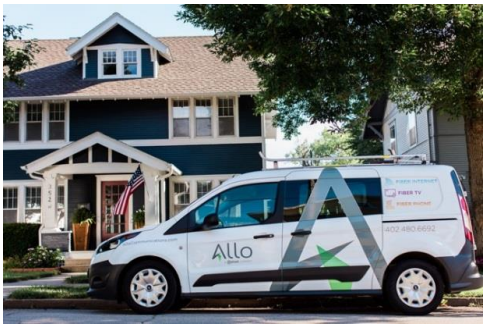
Connection to ALLO's Service Platform and Network Operations Center – Concurrent with the construction effort, redundant connections to ALLO's service platform and Network Operations Center (NOC) will be completed. The connections will enable ALLO's NOC and service platform for the City.

Service Launch – Approximately six months after the start of construction, customers located in the initial service areas will be connected to the network. ALLO will provide a full suite of products and services using our existing service model.

Customer Connections – Connections from the easement to the home or building will be powered using a common GPON solution. A homogenous network ensures a cost-efficient design with network dependability and security. ALLO utilizes a Calix GPON solution from the central office to the Wi-Fi6 router.

Connectivity for large businesses and large governmental entities will be provided with individualized solutions (such as Calix, Adtran, and Cisco), including active Ethernet connections and fully redundant paths and entrances, when required. The standard network design will accommodate both GPON and active solutions.

Installation - Operating inside of a customer's home or business is a unique challenge. ALLO has proven business processes and cultural norms that ensure a positive experience for the community.



ALLO will be responsible for the installation of equipment and services to the customer premises.

ALLO installs a full suite of residential, business, and governmental products including internet, broadband transport, video, voice services, and voice equipment over fiber transport. Our systems are proven, cost-efficient, and drive high customer satisfaction results.

Customer Service – With more than 1,300 existing customer support personnel, ALLO's solution provides customer service excellence and is extremely scalable. Technicians, customer service representatives, sales engineers, and sales personnel hired and located in the area will be supported by ALLO's 24/7/365 NOC and existing customer service representatives to ensure the network is performing for all customers.

ALLO's Operations Support Systems and Billing Support Systems, along with other technical and analytical tools, work together to provide the efficient operation of the world-class network.

Summary

ALLO's proven business model and experience provide the lowest risk and greatest benefit to Joplin and the community. The solution involves minimal technical, operational, and execution risk, and is proven through successful implementations and operations in ALLO's existing communities.

ALLO requires that design, network technology, construction oversight, and network operations be led by our experienced, professional team. A consistent operational model will result in ALLO's award-winning service, consistency, and excellence for the City of Joplin.

Section 3 – General Proposal Requirements

The City is seeking innovative partners to deploy a citywide fiber network and requires Respondents to provide the following information:

3.1 Company Profile

3.1.1 Provide a brief executive summary of Respondents proposal.

Please refer to the Executive Summary section at the beginning of the response.

3.1.2 Provide the name(s), address, email address, and telephone numbers (office and cell) for the person(s) at Respondent that can answer questions regarding responses to RFP and will be involved in potential interviews/negotiations.

Jody Hoops
New Markets Administrator
330 South 21st Street
Lincoln, NE 68510
Email: jody.hoops@allofiber.com
Phone: 402.770.5280

Brad Moline
President
330 South 21st Street
Lincoln, NE 68510
Email: brad.moline@allofiber.com
Phone: 308.633.7802

3.1.3 Provide detailed information about the business structure of the Respondent. If the RFP response involves a partnership between multiple parties, provide the information for each partner, including:

3.1.3.1 Which entity will serve as Prime? The Prime will need to provide the following information and only list the subordinate partners.

ALLO Communications will serve as Prime on this project.

3.1.3.2 The legal name of the respondent as is specified in its charter or other organizing/creation document, as well as the state in which the respondent business is organized (including DUNS number).

ALLO Communications LLC (DUNS: 14-452-5420) is a certificated telecommunications provider organized in the State of Nebraska.

3.1.3.3 Detailed organizational structure of Respondent (e.g., executive, project management, construction, subcontractors). How many people do you employ? How many of these employees work in areas related to telecom or broadband?

ALLO employs more than 1,300 associates located throughout our corporate offices in Lincoln and Imperial Nebraska; as well as business locations in our communities in Missouri, Nebraska, Colorado, and Arizona. As ALLO is a telecommunications company, all employees work in areas related to telecom/broadband.

See **Appendix A** for a high-level ALLO Organizational Chart.

The ALLO organizational structure is organized by function. As an example, residential technicians, drop technicians, residential customer experience, digital marketing, inbound sales, front office, and door-to-door representatives roll up to the residential function.

A general breakdown follows:

Department	Employees
Construction/OSP	306
Technicians	290
Customer Service Representatives	228
Sales/Marketing	123
Drop Crew	102
Administration	64
Inventory	50
Design	45
Network Team	44
Avid	38
Human Resources and IT	31
TOTAL	**1,321**

Leadership Team

ALLO's corporate leadership team follows. These individuals provide focus across all functions and lead more than 1,300 ALLO associates.

Brad Moline serves as President and Chief Executive Officer. Under his management, ALLO has successfully provided (or is in the process of providing) FTTP services to 38 communities throughout Nebraska, Colorado, and Arizona.

Allison O'Neil serves as Chief Experience Officer for ALLO and has been with the company for more than 18 years. Allison manages every aspect of the customer experience, ensuring we are meeting the expectations of both residential and business customers.

Nate Buhrman serves as Chief Financial Officer. Nate oversees finance and accounting functions for the company including internal controls and financial planning and analysis.

Don Schoening serves as Chief Field Services Officer for ALLO and has more than 30 years of experience. Don manages the outside and inside installation technicians and leads ALLO's safety and COVID-19 response teams.

Todd Heyne serves as Chief Construction Officer and is responsible for evaluating and optimizing fiber optic outside plant construction. Todd's experience managing ALLO's 300+ person construction team and 600+ person contractor crew provides valuable insight for the evaluation of designs for constructability and cost efficiency.

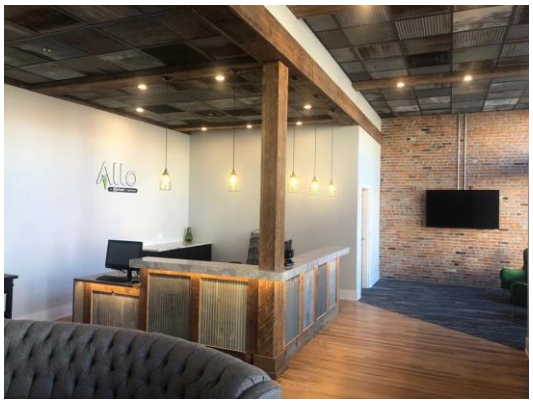
Al Schroeder serves as the Director of Outside Plant Engineering. Al has decades of experience working in and leading teams performing outside plant design and

construction. Al is a registered professional civil engineer and is an expert in aerial, buried, and underground Fiber-to-the-Home designs.

Al oversees the design, permitting, and as-built records for our projects. His team completed and delivered the designs for our Lincoln community, allowing the project to complete two years ahead of schedule while staying on budget.

Wade Hartel is the head of ALLO's Project Management Office (PMO), which oversees all new market launch projects for the company. Prior to forming the PMO, Wade served as a Construction Manager for ALLO, leading a team of 40+ associates.

3.1.3.4 Discussion of future local presence in City of Joplin.



One of ALLO's four core values is to be "local". To support this core value, we will open an office in Joplin, as we have done in our other communities. ALLO's decentralized model focuses on local support. The organizational structure that is specific to Joplin will be developed to have the appropriate number of personnel and management for the project.

ALLO will employ local teammates in the Joplin region in the areas of customer service, fiber splicing, technicians, sales, and related management. We expect to employ approximately 45 people on a permanent basis. During construction, the employment levels will be higher especially when accounting for the construction contractors.

Our local sales and marketing model includes sales offices, salespeople, and community involvement. We find it valuable to operate local and approachable sales offices where customers can test-drive services, ask questions, or have experts design tailored solutions to meet unique needs.

ALLO maintains employment levels in our communities to provide a strong local experience. Sales and marketing become more important as the operation matures. The best way to compete long-term and to keep and grow our customer base is through local sales and service backed by industry-leading customer service, as proven in the markets that ALLO serves today.

3.1.3.5 The names and mailing addresses of any parent or subsidiary of the respondent (namely, any other business entity owning or controlling the Respondent, in whole or in part) and a statement describing the nature of any such parent or subsidiary business entity.

ALLO's ownership includes SDC Capital and Nelnet (NYSE: NNI). The collaboration provides ALLO with access to additional capital from SDC and Nelnet to continue expanding its all-fiber-optic network and superior service offerings.

SDC Capital
810 Broadway, 10th Floor
New York, NE 10003

Nelnet
121 S. 13th Street, Suite 100
Lincoln, NE 68505

3.1.3.6 Please describe any partnership arrangements or other significant business arrangements that are integral to the proposed solution. If proposal includes group of ISPs and/or companies, please explain partnership structure.

Please see the response for Question 3.1.3.5.

3.2 Company Experience

3.2.1 Provide a brief company history, particularly as related to telecom and broadband.

3.2.2 Provide any statistics related to Respondents current broadband-business that would be relevant and of interest to the City. This might include such things as the number of retail customers currently served or the number of miles of fiber owned.

The below response answers Questions 3.2.1 and 3.2.2.

ALLO Communications is a telecommunications company offering internet, broadband, telephone, and television to residents and businesses through fiber-based networks.



ALLO has designed, constructed, maintained, and provided services for ubiquitous FTTP networks since 2004 and continues to operate in markets totaling approximately 1 million in population. Cities with populations of 1,400 to 290,000 are included in this total, representing the depth of our model.

We began expanding our network throughout Nebraska, Colorado, and Arizona with a passion for providing greater access and a goal to close the digital divide. We are making a substantial economic impact in our communities with our fiber network, helping to meet the technology needs of businesses and residents.

ALLO has more than 130,000 lines of service all through FTTP. ALLO's offerings provide service to government entities, businesses, schools, and residents creating gigabit societies. ALLO has invested more than $400 million in FTTP assets in 38 communities and generates more than $100 million in annual revenue.

Our growth and success are reinforced by a stellar reputation for customer service, technical capabilities, experienced personnel, and superior products. We provide customers with the most modern network while employing a team of engineers, operators, and technical experts who are constantly working with customers to develop creative ways to utilize the immense capacity on ALLO's fiber network and better serve our customers.

3.2.3 Provide the same statistics as item 3.2.2 for operations currently in Missouri.

ALLO recently purchased Avid Communications based in Kansas City, Missouri. Avid provides advanced business services to customers in Kansas City, Des Moines, and soon ALLO's Nebraska, Colorado, and Arizona markets. Avid, a subsidiary of ALLO, has 30 employees located in the Kansas City metro area.

ALLO is willing to develop an operation in Joplin, as we have done in our other markets. As an example, we recently entered Arizona and are in the process of building several communities.

ALLO is currently in the process of filing an application with the Missouri Public Service Commission for authority to operate as a CLEC in Missouri.

3.2.4 List all the states where Respondent has retail broadband customers and/or open-access customers.

3.2.5 Description of existing customers and any relevant past performance. If the RFP response involves a partnership between multiple parties, please provide this information for each partner.

The below response addresses Questions 3.2.4 and 3.2.5.

ALLO provides (or is in the process of providing) ubiquitous gigabit services in the following communities:

City/State	Date	Population[1]
Lincoln, NE	2015	292,657
Yuma County, AZ	2022	206,990
Greeley, CO	2021	109,323
Bellevue, NE	2022	63,737
Lake Havasu City, AZ	2021	58,284
Grand Island, NE	2021	52,335
Kingman / New Kingman-Butler, AZ	2022	46,729
Brighton, CO	2022	40,693
San Luis, AZ	2022	37,333
Kearney, NE	2021	33,959
Erie, CO	2022	31,686
Fremont, NE	2021	27,373
Hastings, NE	2018	25,037
Norfolk, NE	2020	24,967
Columbus, NE	2021	24,123
Papillion, NE	2022	24,105
North Platte, NE	2011	22,978
La Vista, NE	2022	16,648

[1] Population totals via 2021 U.S. Census Bureau

City/State	Date	Population[1]
Scottsbluff, NE	2005	14,282
Fort Morgan, CO	2018	11,439
York, NE	2022	8,133
Seward, NE	2022	7,693
Gering, NE	2006	8,435
Alliance, NE	2007	7,971
Sidney, NE	2022	6,439
Wayne, NE	2021	5,990
Eaton, CO	2022	5,868
Breckenridge, CO	2019	5,024
Gretna, NE	2022	5,088
Ogallala, NE	2010	4,878
Waverly, NE	2022	4,279
Ashland, NE	2022	3,086
Hudson, CO	2021	1,651
Valentine, NE	2021	2,633
Milford, NE	2022	2,155
Imperial, NE	2019	2,068
Bridgeport, NE	2010	1,454

In each community and region, ALLO designs and builds a competitive network becoming the preferred solution for residents, businesses, and governments, while typically maintaining ownership and always operating the network.

Gigabit service is available to homes and small businesses in all markets, and large and governmental entities are provided with solutions to meet their needs (100 Gbps+ capability). ALLO is deploying NGPON2 (next-generation PON) architecture capable of providing 10 Gbps service in ALLO's existing and future markets.

Additional customer information is provided earlier in this section.

Summaries for two of ALLO's most successful projects in Lincoln, NE and Fort Morgan, CO are provided below.

Lincoln, Nebraska

In November 2015, the City of Lincoln announced its partnership with ALLO to build a 100 percent fiber optics-based infrastructure. With a population of almost 290,000, Lincoln is ALLO's largest project to date, and is one of the most significant fiber builds in the United States.



The Lincoln fiber network is an all-underground ubiquitous build. ALLO is utilizing the City's 300+ miles of conduit in major arterials and is leasing them from the city, providing a cost-effective solution to customers. Without the use of the conduits, the project would not be financially possible. By working together to meet the unique needs of the city, the project was substantially completed in less than three years.

The city was constructed with ubiquitous passings between May 2016 and April 2019. Today, Lincoln has more than 70,000 customer units on fiber serving households, businesses, and governmental entities.

Ongoing operations are ALLO's strength as Lincoln has recently been ranked as the 3rd fastest upload speeds and 10th fastest download speeds of the largest 100 cities in the nation (speedtest.net).

ALLO's customer service record and sales rates have been outstanding in Lincoln, exceeding our expectations.

Fort Morgan, Colorado



In late 2017, ALLO announced a public-private partnership with the City of Fort Morgan and began building the city's ubiquitous fiber network in April 2018. The electric utility (Fort Morgan Utilities) constructed its fiber network based on ALLO's design, engineering, construction process, and quality assurance.

Fort Morgan funded and managed the construction of the network. ALLO is leasing the network from Fort Morgan and assisted with the design and contractor selection, managed the completion of the network with fiber drops to homes and businesses, and provided installation services. ALLO is operating Fort Morgan similar to our wholly owned communities and is responsible for marketing and customer service.

The Fort Morgan buildout was completed in eight months.

3.2.6 Detailed description of Respondent's safety culture and safety record. If the RFP response involves a partnership between multiple parties, please provide this information for each partner.

ALLO promotes an Exceptional and Hassle-Free outcome-oriented safety culture. ALLO maintains quality control audits ensuring organization compliance with OSHA, Department of Transportation, and other local, state, and federal safety requirements.

To ensure compliance with all OSHA requirements ALLO has a dedicated Safety Manager as well as local safety team members on job sites to oversee safe working conditions. The safety team delivers preemptive and prescriptive training at a corporate and local level on a weekly basis. All specialized workers are properly credentialed including lift training, ladder certification, compliance with DOT requirements, forklift certification, and underground locator certification.

Our safety culture also includes a Safe Driver Program and investigation of near miss and reportable accidents, injuries, and job damages.

ALLO has no recorded OSHA or other workplace safety violations over the past three (3) years.

3.2.7 Provide three (3) references (at a minimum) including entity, name of POC, phone number, email address, and location. If the RFP response involves a partnership between multiple parties, provide this information for the leading partner.

ALLO certifies that it is empowered to use the names of the references provided and agrees that the City of Joplin may contact these references.

Municipality	City of Lincoln
Contact Information	Abigal Eccher, Chief Information Officer 949 W. Bond St., Ste. 100B Lincoln, NE 68521 aeccher@lincoln.ne.gov | 531-530-9364
Project/Services	Voice, internet, television, and metroEthernet services
Length of Project	2015 – Present

Municipality	City of Fort Morgan
Contact Information	Brent Nation, City Manager 110 Main Street Fort Morgan, CO 80701 brent.nation@cityoffortmorgan.com | 970-542-3973
Project/Services	Voice, internet, television, and metroEthernet services
Length of Project	2018 – Present

Municipality	City of Fremont
Contact Information	Joey Spellerberg, Mayor 400 E. Military Ave. Fremont, NE 68025 Joey.Spellerberg@fremontne.gov| 402-919-1805
Project/Services	Voice, internet, television, and metroEthernet services
Length of Project	2021 – Present

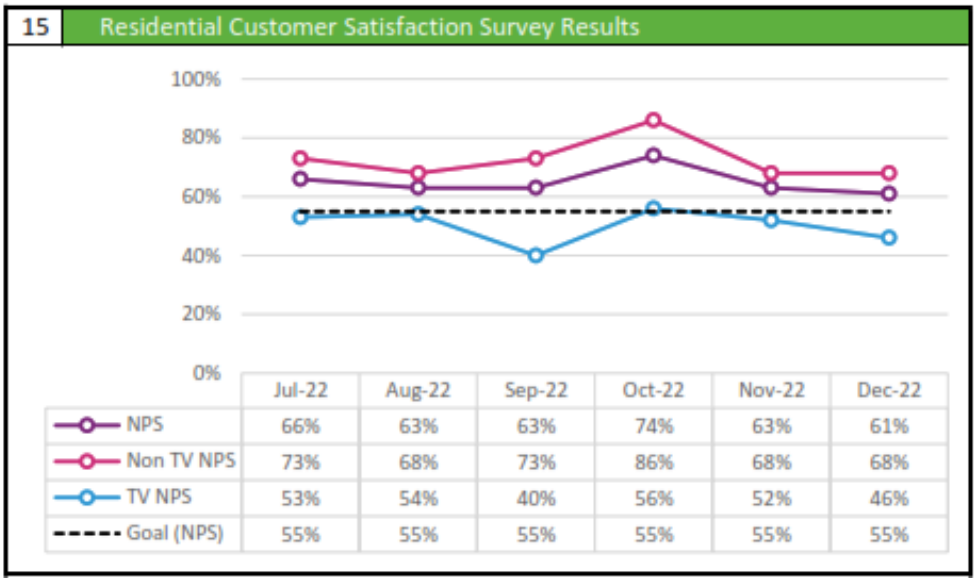
3.3 Project Execution

3.3.1 Provide customer service ratings and description of how Respondent will provide customer service as part of future partnerships.

The success of a support and customer service organization can be objectively viewed by churn statistics and Net Promoter Score (NPS). With our telecom background, service levels are generally far superior to other providers due to our culture, training, systems, redundancy, experience, and scale.

Annual competitor churn is traditionally less than 5.0% residential and 2.0% business. Churn refers to the loss of an ALLO customer to one of our competitors. In addition,

ALLO's NPS score is consistently over 60. In recent months, ALLO's **NPS score has been between 61 and 74** - almost unheard of in the telecom industry.



	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22
NPS	66%	63%	63%	74%	63%	61%
Non TV NPS	73%	68%	73%	86%	68%	68%
TV NPS	53%	54%	40%	56%	52%	46%
Goal (NPS)	55%	55%	55%	55%	55%	55%

Figure 1 – ALLO's outstanding NPS Score is a benchmark in the telecommunications industry.

ALLO's low churn rate and high NPS score reflects all aspects of our company, including product and customer service, as our customers choose ALLO over our competitors. These industry-leading metrics are ALLO's most valued Key Performance Indicators and illustrate our ability to provide exceptional customer experiences and the loyalty of our customer base.

Customer satisfaction surveys are conducted via an online form. The NPS is calculated after several touch points, as shown below. The surveys include customer metrics with ratings scales and comments areas to allow the customer to elaborate on any areas of concern.

ALLO documents and conducts reviews of the customer metrics and comments, including complaints, to ensure that issues are handled in a timely manner. The results help us determine areas that need improvement; service levels are adjusted accordingly to meet service commitments and maintain quality of service.

Survey	Trigger	Frequency
Installation Survey	48 hours from install	Daily
First Bill Survey	5 days after first bill	Twice Monthly
Tech Support Survey	7 days post resolution date	Daily
Customer Satisfaction Survey	One year service anniversary; Annually thereafter	Monthly

Online links to the surveys follow:

Installation Survey:

https://www.surveymonkey.com/r/Preview/?sm=qBDb5dSqJo6lDlER_2FpGe20x3kYoDJBkIQWpQVVL0nml0eUMstNC0MShfmAwHoJzu

First Bill Survey:

https://www.surveymonkey.com/r/Preview/?sm=MT3ETN3P2Q0TcgiHr5DKxi7tcHXDAWgVnOp2lpBfwpYlzUZSoPJO93lljdZNK9Ze

Tech Support Survey:

https://www.surveymonkey.com/r/Preview/?sm=FApZkeF6tVFCYxThS7xp1ViZGFwhaah0PRKEIM80Ts5DZc4omNOmvFn9BTnk0NTR

Customer Satisfaction Survey:

https://www.surveymonkey.com/r/Preview/?sm=WGUIY6HH_2F0IqnUpBSzqsd_2BWVHLhtoTR20f17o5r5F0YopGL5Sq4eEkdj75hR5W7O

Customer Service/NOC

ALLO's customer service and support are the cornerstones of the customer experience. Proven processes and service expectations have resulted in our high customer acquisition and retention record.

ALLO will utilize our proven products and service model to support customers. With an experienced team of 1,300+ customer support personnel, ALLO's solution provides customer service excellence and is extremely scalable. Technicians, customer service representatives, sales engineers, and sales personnel hired and located in the area will be supported by ALLO's 24/7/365 NOC and existing customer service representatives to ensure the network is performing for all customers.

Customers can contact customer service via phone, email, text, social media, or our app and communicate with live representatives. We pride ourselves on our consistent customer service process which includes very short wait times, minimal transfers, and a goal of issue resolution on the first call.

ALLO's scalable Operations Support Systems and Billing Support Systems, along with other technical and analytical tools, work together to provide the efficient operation of the world-class network.

3.3.2 Provide detailed description of future pricing and guarantees (all rates and products) to City customers (e.g., business, residential, and City government).

ALLO provides customers with a fair and honest price for world-class services. Over the last 20 years, the product value and cost structure has increased as with most industries.

We understand that price is an important consideration. It is ALLO's mission to keep costs as low as possible while delivering world class services. Our internet and telephone pricing is fair and consistent as compared to other providers.

For television services, local and national programmers control pricing. ALLO utilizes cooperative purchasing to minimize rate increases. Historically, local networks and

sports programming have the most significant price increases. ALLO's goal is to break even on television services in order to supply a necessary, but expensive service.

ALLO provides industry-leading service and support as is evidenced by our consistently high NPS, discussed in the prior response. Our fiber optic network, crystal clear telephone service, Wi-Fi 6 certified blast router, and free ALLOIQ Wi-Fi app continue to provide our customers with consistently exceptional experience. For example, in 2022 ALLO added ProtectIQ to all internet customer's ALLOIQ apps for free, adding additional security and peace of mind.

ALLO ensures that business, governmental and consumer pricing across Nebraska is competitive.

Products/Services

ALLO's FTTP network will provide key services to Joplin including world-class internet, fiber broadband connectivity, video/television, and voice services. The solutions offer a customer experience superior in capabilities and price.

ALLO specifically provides ubiquitous 1+ Gbps service with symmetrical speeds (delivering the same download and upload speeds) to entities including residences, businesses, and government entities. The standard residential offerings are symmetrical speeds at 500Mbps, 1G, and 2.3G.

We do not utilize data caps. Unfettered access is a key component of ALLO's FTTP networks. The ability to provide broadband and internet without data caps or other limits is essential to quality service.

Our service platform also includes a private (not internet-based) local telephone solution, and a world-class IPTV video solution. We offer several bundling options for combining services, which provides cost savings to customers.

A summary of all services is shown below.

Residential Services:	
Internet	ALLO's standard symmetric internet speed is 500 Mbps. We also offer internet bandwidth options of 1 Gbps, and 2.5 Gbps.
Television	Mediaroom with 200+ channels. Features such as Start-Over TV, Instant Channel Change, Whole Home HD, Whole Home DVR, Video on Demand, Watch TV Everywhere, wireless set-top boxes, and more are available. Channel packages include: • Local (20+ channels) • Basic (100+ channels) • Expanded (200+ channels) • The Works • Premium Channels (HBO/Cinemax, Showtime, Starz, etc.)

	ALLO also offers Sling TV as a wholesale over-the-top offering.
Voice	Network-based solution with full features and unlimited long distance. Features include: Caller ID, call waiting, 3-way calling, voicemail, call forwarding, speed calling, anonymous call rejection, collect/third-party blocking, robocall blocking, hunting, simultaneous ring, last call return, do not disturb, busy call forward, and more.
Business Services:	
Internet	Symmetric speeds of 500 Mbps to 10 Gbps.
Broadband	Symmetric speeds of 10 Mbps to 100 Gbps metroEthernet and MPLS. Connection to Microsoft Azure, AWS, and other content providers (Individual case basis).
Television	Ericsson Mediaroom with 200+ channels. Services include features such as Start-Over TV, Instant Channel Change, Whole Home HD, Video on Demand, Watch TV Everywhere, wireless set-top boxes, and more. Channel packages include: • Economy (20+ channels) • Basic (100+ channels) • Expanded (200+ channels)
Voice Services	POTs, PRI, SIP, and full features
Voice Equipment	HostedPBX with Mitel, Polycomm, and others. ($20-$40/station/month, ICB)

ALLO does not typically require business or residential contracts for services. We provide straightforward and fair pricing and before/after-tax pricing, so customers know the exact cost of ALLO's services.

Additionally, unlike many of our competitors, long-term customers pay the same rates as new customers. We don't use teaser rates that are low in the first year and then escalate in subsequent years.

See ALLO's website for sample residential pricing and packages in other ALLO markets, channel guides, and additional information on our business services, including customer testimonials.

3.3.3 Provide the anticipated timeline of execution and connecting the City of Joplin.

An implementation schedule at this stage is theoretical at best. Many decisions will impact the plan outside of ALLO's control including City funding, grant funding, RFP vendor selection process and timing, contract finalization, permitting, pole approval, easement issues and verification, City right-of-way agreements, building rights of entry, and final project scope, to list a few underpinnings.

Tasks within ALLO's direct control including safety, design, construction, material acquisition, splicing, restoration, and other processes will be developed within our Project Management Office.

ALLO has a defined implementation process that has been refined through more than 20 years of experience providing services in markets both larger and smaller than Joplin. Our current networks have a total population of approximately 1 million.

For a market of Joplin's size, the network is expected to be constructed over a period of 24 months and will pass substantially all homes and businesses within Joplin city limits. Design, authorities, and material purchases will occur in the first 4 months before beginning construction. The first service areas will be active approximately 6 months after the onset of construction.

ALLO's defined and predictable process relies on collaboration and cooperation with the City and electric utility for effective construction processes for the launch of the service areas. Joplin will control the speed of the project.

From a planning viewpoint, the design and construction stages are the most complicated part of the deployment. Construction communication will begin approximately 60 days before a serving area has started construction. Direct mail, door hangers, websites, yard signs, and other communication will inform the public about construction in the area.

While ALLO will start and finish in certain areas, the order is not defined by take rate or opportunity, but rather by construction efficiency. It is vitally important that the construction process occurs in a safe, but expeditious, manner. Planning to pass all entities as quickly as possible has a direct impact on the ultimate adoption by the community.

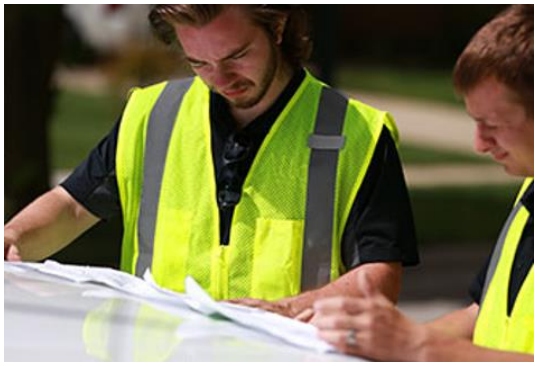
In ALLO's previous communities, ease of design and construction dictate which areas are constructed first, with more complicated areas completed later. The latter often take much longer to design and evaluate cost-efficient construction solutions.

A mix of aerial and underground will reduce the cost of construction of the City. With an all-underground construction, the City (or other government grants) may have to subsidize the cost of the project.

Timeline

Following is a sample project timeline with key milestones. Dates are subject to change based on contract award and other issues listed above.

Event	Date
Logistical Pre-Planning	Upon Award/ Q2 2023
State and Local Agreements Executed	TBD
Preliminary Design	Q3 2023
Permitting Approved	Q1 2024
Communication of Construction	Q1 2024
Materials On-Site	Q1 2024
Construction Starts	Q1 2024
Pre-Sale Marketing Ramp-Up	Q2 2024
Customer Operations Ready for Launch	Q2 2024
Fiber Huts Commissioned	Q3 2024
Retail Sales Begin	Q2 2024
Initial Customer Drops Complete	Q3 2024
Network Testing	Q3 2024
Go Live to First Customers	Q3 2024
Fully Constructed	Q1 2026
Project Close Out	Q1 2026



Design/Construction - ALLO will design our network using our playbook, auto-design programs, and available GIS information for the community and existing utilities to provide an optimized plan for the City including aerial, trench, bore, and other construction methods. A combination of construction methods and available routes will be considered in developing an optimum design.

ALLO utilizes a wide variety of construction techniques that have proven successful in other communities. Typically, ALLO will use directional boring, trenching, plowing, or aerial placement construction methods to serve existing neighborhoods to match and maintain the current character of the neighborhood.

We attempt to utilize existing infrastructure as much as possible in our design process, both for established homes and neighborhoods and neighborhoods that are in the process of being built.

ALLO partners with the local power company, local municipalities, and other utility providers whenever possible to utilize joint trenching and placement in new neighborhoods being developed to minimize ROW and utility easement impact.

The primary strategy is to work with local municipal experts to determine the safest, lowest impact locations for conduit in the ROW's. Utilizing proper planning and

experienced boring contractors, combined with proper ALLO design and oversite, provides the best solution for all.

Installation/Customer Connections – ALLO will be responsible for the installation of equipment and services to the customer premises. ALLO prefers to utilize company employees when entering a home or business. The installation crews will include technicians that will transfer from ALLO's other markets. ALLO's proven processes and procedures ensure a quality experience for the customers.

Connections from the easement to the home or building will be powered using a common GPON solution. A homogenous network ensures a cost-efficient design with network dependability and security. ALLO utilizes a Calix GPON solution from the central office to the Wi-Fi6 router.

Connectivity for large businesses and large governmental entities will be provided with individualized solutions (such as Calix, Adtran, and Cisco), including active Ethernet connections and fully redundant paths and entrances, when required. The standard network design will accommodate both GPON and active solutions.

An important component of speed is Wi-Fi. In October 2020, ALLO began installing new communities with Wi-Fi6 routers, being one of the first carriers in the country to move to the new technology. We spent the previous year working with vendors to operationalize the solution.

With 3 Gbps symmetric capabilities and substantially improved propagation, the new devices are performing at a world-class level. All of ALLO's residential service offerings include hosted Wi-Fi within the basic local service rate, creating industry-leading customer experiences.

3.3.4 Does the Respondent anticipate opening a local business office or does the Respondent have a local business office in place? If Respondent plans to open local business office, please provide its approach.

Yes, ALLO will open a local business office in Joplin. Please refer to the response to 3.1.3.4 for information.

Section 4 – Technical Approach

4. Technical Requirements

The Respondent must meet the following technical parameters. Any details of the engineering design beyond these parameters are at the discretion of the Respondent. Respondent should note in the RFP response if it intends to deviate from any of the following requirements. If Respondent deviates from the requirements, the Respondent shall include a description for the alternate approach and explain briefly why the alternative approach will be adequate.

4.1 A fiber network should be designed to pass every home, business, underserved areas, and governmental location within Joplin's City Limits.

The fiber network will pass substantially all homes and businesses within Joplin city limits. Occasionally we will come across a home/area that is extremely expensive to serve (large acreage, etc.) which makes it cost-prohibitive to provide coverage. ALLO will agree to standard franchise wording for coverage and will evaluate other solutions to

provide coverage while not committing to supply service to locations that are not economical.

Joplin is substantially more expensive to pass compared to other communities that ALLO serves. Adding unique costs or requirements could adversely impact the viability of the project.

4.2 The network should be capable of delivering gigabit download speeds and denote upload speeds capable of meeting federal guideline minimums. Respondent must document how technology will be scalable to meet future bandwidth needs to every subscribed customer in Joplin's City Limits.

ALLO provides ubiquitous 1+ Gbps service with symmetrical speeds (delivering the same download and upload speeds) to all entities including residences, businesses, government offices, and government entities.

ALLO fiber networks are designed to be a perpetual business with appropriate upgrades for the future. Existing networks have been operational for almost 20 years and are expected to be utilized for 30+ additional years.

The network model is GPON-based with active availability. ALLO's XGS GPON network is designed to be upgradeable for faster broadband speeds as demanded by the community and technological advances.

ALLO chooses equipment with the ability to handle the newest devices and increased speeds. Our solutions include the Gigacenter Wi-Fi router. The Gigacenter provides for a home or SMB-based network interface device for a consistent wireless experience and is included in our installations.

The newest powerhouse router provides wireless connections, increased network capacity, and is Wi-Fi 6 certified. The Blast gives homes and small businesses an upgraded signal, stronger connections on all devices, and increased speeds for faster online activity.

The network is designed to provide 10 Gbps symmetrical service to all households with currently offered speeds up to 2.3 Gbps. Products include symmetrical download/upload internet speeds of 500 Mbps, 1 Gbps, and 2.3 Gbps.

ALLO offers and supports broadband services to commercial entities up to 100 Gbps. The network is scalable for enterprise users. While standard speeds of 100Gbps are offered to businesses, higher speeds are available to meet specific needs. Low latency and jitter are important, possibly more so than stated speeds. Additionally, local caching and direct connections to high-volume internet sites improve the internet experience.

ALLO's all-fiber network capable of GPON, NGPON2, and active internet solutions will create a 30+ year solution. Content caching, redundancy, and evolving communications and entertainment solutions will create a competitive advantage for the Joplin area.

4.2.1 The design will incorporate a drop network access point (NAP) design that will enable the easy placement of a fiber drop to premises that take service.

ALLO uses Multi Service Terminals (MSTs) to provide a light tested Optitap port to serve each home and business as part of our network design and construction.

4.2.2 The network should be designed so that it will continue to provide the promised broadband speeds at the expected busy hour when the network carries the most local broadband traffic.

ALLO provides the full symmetrical upload and download speeds to every customer (500 Mbps, 1 Gbps, 2.3 Gbps) regardless of network demand over an individual fiber to the home or business. We do not oversubscribe links or share services between customers. Because of this, our network latency remains very low regardless of customer demands or peak usage times.

4.2.3 The design should include all huts, cabinets, and other network elements needed to make the fiber network functional and ready to accept electronics.

ALLO's design will include a central office design where all active equipment will be located. It will have a generator for backup power. The ALLO network design from the central office out to the individual homes and businesses is passive.

4.3 The City's preference is to use buried fiber. Describe the number of miles of proposed aerial and buried fiber in the Respondent plan.

The total of proposed buried fiber is 651 miles (100% underground). Due to being unable to obtain electrical GIS data from the local utility, a preliminary network design incorporating aerial footage was not possible.

See **Appendix B** for a network design.

4.4 For buried infrastructure, locating wire must be installed with all buried fiber. All conduits shall be placed at a minimum depth of 36".

ALLO uses armored fiber cables to aid in locating the buried fiber network. All cables are enclosed in conduits that are placed at a minimum of 36" of depth usually by directional boring methods. Vacant conduits contain locatable mule tape.

4.5 For aerial fiber, Respondent will execute a pole attachment agreement with the owner of any utility or light poles to be used for aerial construction and will adhere to the requirements of such agreements for purposes of performing make-ready work or in placing fiber on aerial poles.

ALLO will work with Liberty Power to obtain the needed pole attachment agreement and obtain the needed pole attachment permits for all aerial construction. All aerial fiber will be placed by following the NESC and NEC requirements to insure a safe aerial network.

4.6 Respondent shall obtain all needed permits, right-of-way, and easements from the appropriate government entity for public rights-of-way and from private landowners for private rights-of-way. These shall include, but are not limited to, all authorities having jurisdiction (local, state, and federal), railroad crossings, water crossings, wetland crossings, and road crossings.

ALLO will obtain all needed permits for underground construction. We routinely work with all the listed entities as well as the department of roads for permitting and easements. ALLO also most likely would obtain a Video Franchise to provide linear tv services.

4.6.1 Respondent should provide independent inspection of the construction process (meaning the inspectors are independent from, and not employed by the Respondent) so that the constructed network meets the design specification of the network.

This would not be ALLO's normal approach. ALLO believes oversight by ALLO field engineers and quality control teams overseeing contract construction forces in the field produces better results. However, ALLO would be open to bringing on independent inspectors who would meet the City's requirements for the term of this project to meet this contract requirement.

4.6.2 Describe proposed process for construction inspection and describe the functional independence of the inspectors.

ALLO typically uses directional bore contractors to place underground facilities and also for some aerial placement. ALLO field engineers and QC staff verify the contractor's work, restoration, and to verify billing qualities. The independent inspectors have free access to observe, inspect, and report on any construction deficiencies observed.

4.7 Post construction, Respondent shall provide a copy of the final construction/as-built drawings to the City in shapefile format to the City.

ALLO will provide Shapefiles of the final construction/as-built to the City. ALLO uses GIS in both the design and QC processes and uses 3GIS to document the fiber construction, structure locations, and running lines.

4.8 Respondent shall adhere to all national standards related to fiber construction and fiber electronics (Appendix A).

ALLO's design, materials, electronics, and construction practices are compliant with all standards listed in Appendix A in the original RFP.

Section 5 – Financial Approach

Please see the separate confidential document which contains the Financial Requirements section.

Section 6 – Additional Information

Please see the following appendices:

Appendix A: ALLO Organizational Chart

Appendix B: ALLO Network Design

Appendix C: ALLO Financial Statements (provided in separate Appendix C Confidential Financial Information document)

Appendix D: Signed Addendums 1 & 2

Appendix A – ALLO Organizational Chart

ALLO Fiber Organizational Chart

Brad Moline
President & CEO

Sales Team

Kathy Carstenson
Director of Business Sales

Mark Caniglia
Director of Residential Sales

Allison O'Neil
Chief Experience Officer

Residential & Business Customer Experience

NTAC

Nick Colton
Director of Technical Support

Clint Schleicher
Director of Video Operations

Don Schoening
Chief Field Services Officer

Field Services

Safety and Fleet

Residential Installation

Business Installation

MDU

Inventory

Joshlyn Mangan
Director of Human Resources

Recruiting

HR Operations

Benefits

Tanna Hanna
Director of Marketing

Marketing & Advertising

Inside Sales

Digital Experience

Events & PR

First Impression Specialists

Tyler Pearson
Director of Product Development

New Products

Network Engineering

Todd Heyne
Chief Construction Officer

Design

Plant Operations

Learning & Development

Al Schroeder
Director of OSP Engineering

Nate Buhrman
Chief Financial Officer

Finance

Accounting

Data Analytics

Software Engineering

Project Management

Mike Borst
Director Finance

Avid Team

Dave Scott
Avid Director

T.J. Sauder
Avid Director

David Hollingsworth
Avid Director

Regional Support

Bob Beiersdorf
Regional General Manager – CO

Mike Horton
Regional General Manager – AZ

Dave Miller
Regional General Manager – Eastern Nebraska

Clint Schleicher
Regional General Manager – Western Nebraska

Additional Directors

Doc Wininger
Director of External Relations

Shawn Traudt
Director of Public and Private Partnerships

Appendix B – ALLO Network Design

Joplin MO
01/20/2023

Service Locations
UG Route
City Boundary
GoogleEarth

N

0 2.5 5 mi

Appendix D – Signed Addendums

CITY OF JOPLIN
RFP Solicitation for Citywide Fiber Optic Network Partnership

Addendum No. 1

Replace page 5 in its entirety and replace with the attached page 5.

The sentence: *"The City is seeking innovative partners to deploy a citywide open-access fiber network. and requires Respondents to provide the following information:"*

Is replaced with: *"The City is seeking innovative partners to deploy a citywide fiber network and requires Respondents to provide the following information:"*

The undersigned hereby acknowledges receipt of this addendum, which by this reference is hereby incorporated in and becomes a part of the Contract Documents for the above referenced project.

ALLO Communications LLC
Company Name

Signature

Brad Moline, President
Printed Name, Title

CITY OF JOPLIN
RFP Solicitation for Citywide Fiber Optic Network Partnership

Addendum No. 2

Addendum 2: Responses to Questions

The undersigned hereby acknowledges receipt of this addendum, which by this reference is hereby incorporated in and becomes a part of the Contract Documents for the above referenced project.

ALLO Communictions LLC
Company Name

Signature

Brad Moline, President
Printed Name, Title

Interview Scores

	LIT	UNDERLINE	SOCKET	GATEWAY	ALLO
Scorer #1	9	12	25	23	24
Scorer #2	16	18	23	25	27
Scorer #3	23	23	24	26	26
Totals	48	53	72	74	77

DEVELOPMENT AGREEMENT
BETWEEN
CITY OF JOPLIN AND ALLO MISSOURI, LLC

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

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

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

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

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

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

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

The City and ISP agree to the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

7. Working Relationship Between ISP and City.

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

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

8. Insurance Requirements. Without limiting any of the other obligations or liabilities of the ISP, the ISP shall secure and maintain at its own cost and expense, throughout the duration of this Agreement and until the work is Substantially Complete, insurance in accordance with this Section 8. After Substantial Completion, ISP shall maintain insurance in accordance with the Non-Exclusive Public ROW License Agreement. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City of Joplin. Regardless of such approval, it shall be the responsibility of the ISP to maintain adequate insurance coverage during the term of the Agreement. Failure of the ISP to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability in general.

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

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

Such policies shall name the City as an additional insured, with limits of liability not less than the sovereign immunity limits for Missouri public entities calculated by the Missouri Department of Insurance as of January 1 each calendar year and published annually in the Missouri Register pursuant to Section 537.610, RSMo. (See, http://insurance.mo.gov/industry/sovimmunity.php)

As of January 1, 2023, the minimum coverage for the insurance referred to herein shall be as set out below:

a. Workers' Compensation…. Statutory coverage per RSMo 287.010 et seq

Employer's Liability……. $1,000,000.00

b. Commercial General Liability Insurance, including coverage for Premises, Operations, Products and Completed Operations, Contractual Liability, Broad Form Property Damage, Independent ISPs, Explosion, Collapse, and Underground Property Damage and endorsed for blasting if blasting required. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least $3,370,137.00 for all claims arising out of a single accident or occurrence and at least $505,520.00 with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. ISP agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorneys' fees of ISP, its employees, officers or agents. ISP agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least $3,370,137.00 for all claims arising out of a single accident or occurrence and at least $505,520.00 with respect to injuries and/or death of any one person in a single accident or occurrence.

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

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

f. Legislative or Judicial Changes. In the event the scope or extent of the City's tort liability as a governmental entity as described in Section 537.600 through 537.650 RSMo is broadened or increased during the term of this Agreement by legislative or judicial action, the City may require ISP, upon 30 days written notice, to execute an addendum to this Agreement whereby the ISP agrees to provide, at a price not exceeding ISP's actual increased premium cost, additional liability insurance coverage as the City may require to protect the City from increased tort liability exposure as the result of such legislative or judicial action. Any such additional insurance coverage shall be evidenced by an appropriate certificate of insurance and shall take effect within the time set forth in the addendum.

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

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

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

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

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

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

12. Reserved.

13. Termination; Default.

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

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

14. Liability and Indemnity.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CERTIFICATE OF DIRECTOR OF FINANCE

I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of appropriated and available funds to pay therefor.

_____
Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____
Peter Edwards, City Attorney

President & CEO

ISP: ALLO Missouri, LLC

By:_____

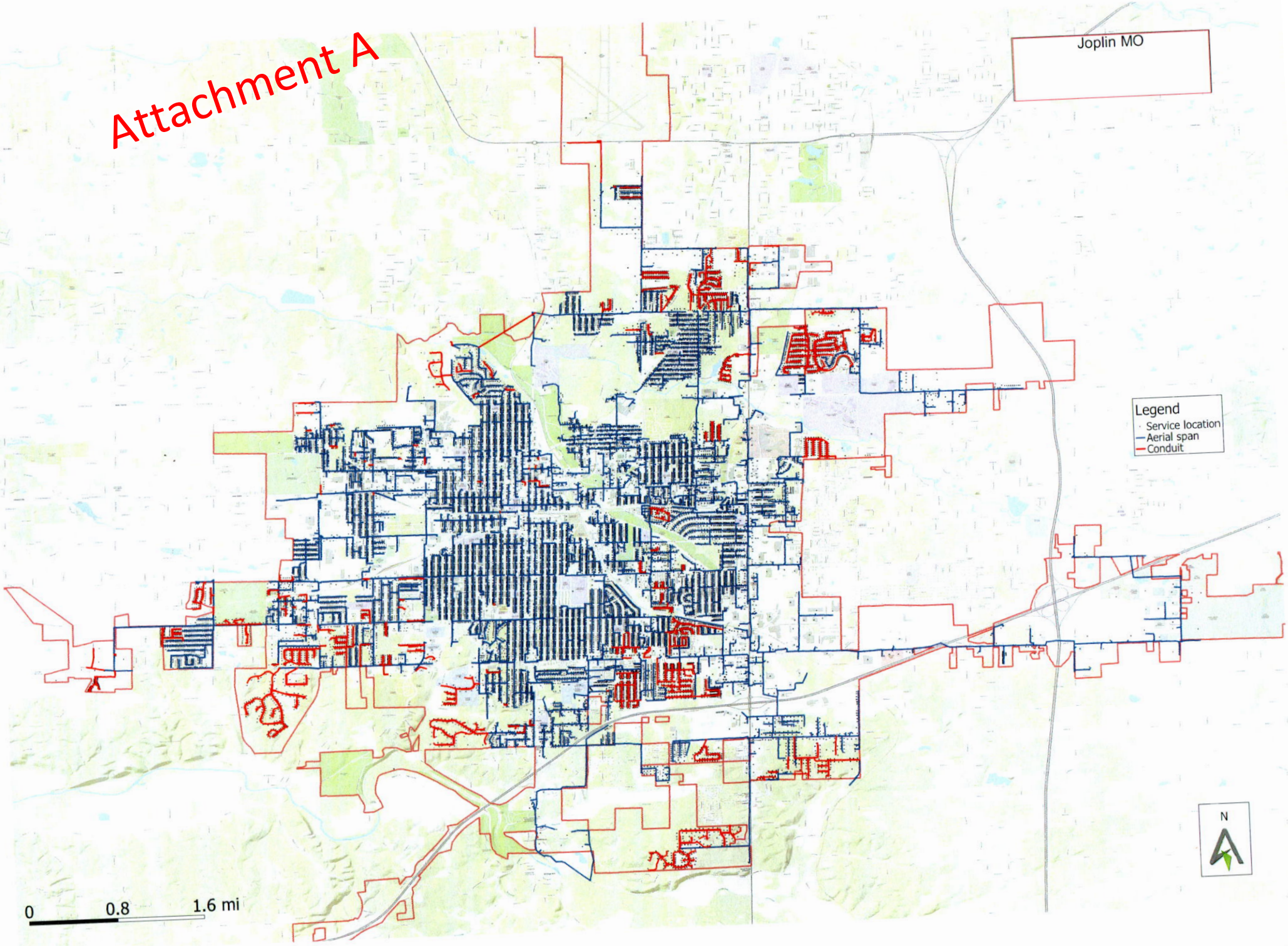
Bradley A. Moline

CITY OF JOPLIN, MISSOURI

By: _____

Nicholas Edwards
City Manager

Attachment A



Attachment B

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

Attachment C

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Assistance Listing

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

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

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

Uniform Administrative Requirements

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[3] 2 CFR 200.413 Direct Costs.

[4] 2 CFR 200.414 Indirect Costs.

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

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

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

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

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

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

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

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

requirements for expenditures of SLFRF funds.

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

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

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

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

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

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

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

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

Table 1: Internal controls best practices

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

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

B. Award Terms and Conditions

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

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

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

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

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

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

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

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

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

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

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

Attachment D

Disaster Recovery Matrix/Overview (Complete Loss)

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

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

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

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

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

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

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

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

Critical Infrastructure

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

- **Sparing/Availability**

  Structure

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

  Other Remote Cabinets

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

  Critical Infrastructure Racks and Equipment

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

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

  Contact a Critical Infrastructure team member to initiate the process.

Generators

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

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

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

o Plan

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

Disaster Assessment – 4 hours

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

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

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

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

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

Initate by contracting Critical Infrastructure team member.

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

Disaster Assessment – 2 hours

- What is salvageable?

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

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

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

Phase 2 – Complete permanent repairs as components are received.

Initate by contracting Critical Infrastructure team member.

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

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

- Resources required (internal, 3rd party)

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

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

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

- Testing of plan

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

Scenario 2: Test using tabletop exercises.

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

- Communication Plan

  Internal Communications:

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

  Vendor Communications:

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

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

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

  External Communications:

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

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

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

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

Market Emergency HVAC callout numbers

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

IPTV/Video

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

o Sparing/Availability

IPTV Headend (Scottsbluff)

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

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

Mediaroom Headend (North Platte)

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

Other Remote HUTs/COs

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

o Plan

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

Disaster Assessment –

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

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

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

Disaster Assessment –

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

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

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

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

- Resources required (internal, 3rd party)

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

- Testing of plan

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

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

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

- Risk Assessment. Incremental planning depending on market.

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

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

- Communication Plan

Internal Communications:

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

Vendor Communications:

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

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

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

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

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

cCFS Network/Voice

ALLO Voice Network Disaster Recovery Plan

Overview & Scope

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

Table of Contents:

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

Assumptions and audience

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

Voice network services overview

Voice telephony services

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

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

Priorities:

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

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

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

Allo Voice networks

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

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

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

Allo Voice network sites and servers

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

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

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

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

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

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

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

Server Sparing/Availability

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

BLV11 Site Plan

Scenario 1 – Total Loss of Bellevue BLV11 site

Disaster Assessment

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

Service impact

cCFS network subscribers:

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

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

Legacy network subscribers:

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

Phase 0 – Execute or Confirm Service Failover

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

- What applications require manual tasks to complete failover?

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

Phase 1 – Infrastructure Replacement

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

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

Phase 2 – Establish external connectivity

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

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

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

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

Phase 4 – Most Critical Servers

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

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

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

Phase 5 – Recover specific services

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

Scenario 2 – Server Loss

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

cCFS Network

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Legacy Network

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

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

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

- Metaswitch CFS Allo-CA1
  No impact for loss of a single VM instance. Similar to Scenario 1 for loss of VM pair.

- Metaview Director Allo-Omaha-MVD-1
  No impact for loss of a single VM instance. Since Legacy network has a single CFS server and EAS server, and 95% of all remaining subscriber base connect to the network via PBX lines, very little impact will be experienced with loss of MVD pair.

- Metaswitch SAS Allo-BLV11-SAS
  Loss of service logging will take effect upon loss of Allo-BLV11-SAS. No impact to legacy subscriber services.

- Metaswitch N-Series OMAHA-N-Series
  Loss of N-Series conferencing service will take effect upon loss of Omaha-N-Series server. Any subscribers using Legacy N-series conference can be configured on cCFS N-Series and use the Conference service on the cCFS network.

- Metasphere EAS OMAHA-EAS
  Loss of Voicemail and Auto Attendant services will take effect upon loss of Omaha-EAS server. All Auto Attendants can be configured to route to default numbers. If server cannot be recovered in a timely manner, all affected subscribers should be migrated to the cCFS.

- Legacy FW
  No impact for loss of a single FW server. All EAS Commportal and N-Series Conference web services will be lost upon outage of Legacy FW server pair. Similar to Scenario 1 for loss of server pair.

Testing of plan

Test out services and applications using the Basic cCFS Test Plan. Individual site application plans tested separately.

Communication Plan

Internal Communications:

During a service impacting event we will follow the standard incident management protocol. *(Link to the current process here)*

Vendor Communications

Directly with facilities & equipment vendors as required.

FCC/PUC/PSC Communications

See Appendix C.

External Communications

During a service impacting event we will follow the standard incident management protocol.

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

DEN11 Site Plan

Scenario 1 – Total Loss of Denver BLV11 site

Disaster Assessment

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

Service impact

cCFS network subscribers:

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

        - Outbound LD Services – Calls will reroute to Bellevue SIP
        - Toll Free 800 inbound – no impact
        - Toll Free outbound services – no impact
        - 911 Emergency access – no impact
    - Management Services
        - Billing services – no impact
        - Provisioning services – must use Allo-BLV-cCFS-MVS for MVWeb or MVS client
        - Alarm monitoring services – must use Allo-BLV-cCFS-MVS
        - SAS call logging services – must use Allo-BLV-cCFS-SAS, partially impacted requires manual intervention

Legacy network subscribers:

- All services - impact similar to cCFS network

Phase 0 – Execute or Confirm Application Failover

- What applications/services can run on the surviving site?
    - cCFS Network
        - Most cCFS network services and features can run on the surviving sites
        - All dynamic subscribers will rehome to Bellevue site automatically.
          H.248 and SIP devices hardcoded to Denver will need manual redirect to Bellevue.
        - MVWeb Provisioning and SAS Logging will have to be redirected to Bellevue site
- What applications require manual tasks to complete failover?
    - SIP devices hardcoded to Denver will need manual redirect to Bellevue.
        - Configure any SIP end-user devices (e.g. ADTRAN 600) with simplex SIP signaling or proxy servers to point to Bellevue (Allo-BLV-CFS or Allo-BLV-ISC2 as needed).
        - Configure any State of NE SIP end-user devices (e.g. ADTRAN 600) with simplex SIP signaling or proxy servers to point to Allo-BLV-CFS or SON-BLV-ISC1 as needed.
    - MVWeb Provisioning and SAS Logging will have to be redirected to Bellevue site
        - Ensure all users use the Bellevue systems instead of Denver (Allo-DEN-cCFS-MVS and Allo-DEN-cCFS-SAS)
    - Allo-DEN-MVS activations as management server for UMGs
        - Activate Allo-LCN-UMG and Allo-SCB-UMG on the Allo-DEN-cCFS-MVS
    - Allo-DEN-SAS activation as SAS call logging server for Lincoln UMG
        - Point Allo-LCN-UMG to Allo-DEN-cCFS-SAS for logging
        - Point SoN-LCN-ISC1 to Allo-DEN-cCFS-SAS for logging
    - Allo-DEN-EAS Voicemail, Auto-Attendant, Commportal and SIPPS services will be out of service.
    - Music On-Hold services will be out of service.
- What applications require manual tasks to complete failover?
    - SIP devices hardcoded to Denver will need manual redirect to Bellevue.
        - Configure any SIP end-user devices (e.g. ADTRAN 600) with simplex SIP signaling or proxy servers to point to Denver (Allo-BLV-CFS or Allo-BLV-ISC3 as needed).

        - Configure any State of NE SIP end-user devices (e.g. ADTRAN 600) with simplex SIP signaling or proxy servers to point to Allo-BLV-CFS or SON-BLV-ISC1 as needed.
    - MVWeb Provisioning and SAS Logging will have to be redirected to Bellevue site
        - Ensure all users use the Bellevue systems instead of Denver (Allo-BLV-cCFS-MVS and Allo-BLV-cCFS-SAS)
    - Allo-BLV-cCFS-SAS activation as SAS call logging server for Scottsbluff UMG
        - Point Allo-SCB-UMG to Allo-BLV-cCFS-SAS for logging

Phase 1 – Infrastructure Replacement

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

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

Phase 2 – Establish external connectivity

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

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

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

Phase 4 – Most Critical Servers

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

- cCFS Network
    - Metasphere EAS Allo-DEN-EAS
    - Cisco ASA Firewall Voice-VRF DEN11-FW01

Phase 5 – Recover specific applications

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

Scenario 2 – Server Loss

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

cCFS Network

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

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

- Metaswitch AMGC Allo-DEN-AMGC
  No impact for loss of standby Allo-DEN-AMGC. Allo-BLV-AMGC will remain as primary AMGC server.

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

- Metaswitch MRS Allo-DEN-MRS1, Allo-DEN-MRS2, Allo-DEN-MRS3
  No loss of service for any outage of these servers. The other MRS servers including in Bellevue will take over for any server that is lost.

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

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

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

- Metaswitch DCM Allo-DEN-DCM1,Allo-DEN-DCM2
  No loss of service for any outage of these servers. The other DCM servers including in Bellevue will take over for any server that is lost.

- Metasphere EAS SBC Allo-DEN-EAS
  Similar to Scenario 1 for loss of EAS VM.
  Full outage of Voicemail, Auto-Attendant, and SIPPS SIP provisioning services.

- Metaswitch N-Series Allo-DEN-NSR
  Similar to Scenario 1 for loss of N-Series VM.
  Full outage of Music On Hold services. Any conferencing should be pointed to Legacy Bellevue N-Series server.

- Metaswitch Perimeta SBC Allo-DEN-ISC3
  No impact for loss of a single VM instance.
  Similar to Scenario 1 for loss of VM pair, Allo-BLV-ISC2 will take over for Allo-DEN-ISC3.

- Cisco ASA firewall DEN-Voice-VRF-FW
  No impact for loss of a single server.
  Similar to Scenario 1 for loss of server pair, BLV-Voice-VRF-FW will take over for DEN-Voice-VRF-FW. Denver FW Syniverse SS7 A-Links will go out of service and Bellevue FW Syniverse SS7 A-Links will take over SS7 services.
  Default gateway static routes may need to be changed to point to BLV-Voice-VRF-FW instead of DEN-Voice-VRF-FW.

Testing of plan

Test out services and applications using the Basic cCFS Test Plan. Individual site application plans tested separately.

Communication Plan

Internal Communications:

During a service impacting event we will follow the standard incident management protocol. *(Link to the current process here)*

Vendor Communications

Directly with facilities & equipment vendors as required.

FCC/PUC/PSC Communications

See Appendix C.

External Communications

During a service impacting event we will follow the standard incident management protocol.

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

LNK04 Site Plan

Scenario 1 – Total Loss of Lincoln LNK04 site

Disaster Assessment

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

Service impact

cCFS network subscribers:

- Basic telephone services
  - Residential analog – no impact
  - Residential VoIP telephone – no impact
  - Business analog – no impact
  - Business VoIP telephone – no impact
  - Enterprise PBX analog interconnection – no impact
  - Enterprise PBX VoIP interconnection – no impact
  - Max UC Desktop and Mobile softphone client – no impact
  - CallerID – no impact
  - Robocall blocking – no impact
  - Call Forwarding – no impact
  - Three-Way Calling – no impact
  - Fax/Data – no impact
  - DTMF Interworking – no impact
- Advanced Business Features
  - Auto Attendant – no impact
  - Advanced Call Distribution – no impact
  - Multi Line Hunt Group – no impact
  - Line State Monitoring – no impact
  - Call Park/Pickup – no impact
- Enhanced Application Features
  - Voicemail – no impact
  - Commportal Web Services – no impact
  - Orecx call media recording – no impact
  - Large Conference – no impact
  - Music on Hold – no impact
  - SIP-TLS and SRTP encryption – no impact
- Call routing services
  - Inbound Local and LD call services – ISUP TDM trunk capacity will be at 50%
  - Outbound Local interconnection Services – ISUP TDM trunk capacity will be at 50%
  - Outbound LD Services – calls will overflow route to Bellevue SIP
  - Toll Free 800 inbound – ISUP TDM trunk capacity will be at 50%
  - Toll Free outbound services – no impact

        - 911 Emergency access – Eastern market E911 will reroute to BW 911
    - Management Services
        - Billing services – no impact
        - Provisioning services – no impact
        - Alarm monitoring services – no impact
        - SAS call logging services – no impact

Legacy network subscribers:

- All services - impact similar to cCFS network

Phase 0 – Execute or Confirm Application Failover

- What applications/services can run on the surviving site?
  Most TDM based voice services on cCFS network are geo-redundant and will use Scottsbluff UMG resources. Eastern market 911 calls will automatically overflow to SIP based Bandwidth 911.
- What applications require manual tasks to complete failover?
    - All cCFS network outbound TDM traffic (accept for 911) will need to diverted to the overflow SIP trunks to free up resources for inbound traffic.
        - Add wildcard LCR routes in translations to divert all outbound traffic to the overflow SIP trunks.

Phase 1 – Infrastructure Replacement

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

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

Phase 2 – Establish external connectivity

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

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

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

Phase 4 – Most Critical Servers

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

cCFS Network

- Metaswitch UMG Allo-LCN-UMG

Phase 5 – Recover specific applications

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

Scenario 2 – Server Loss

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

cCFS Network

- Allo-LCN-UMG
  No impact for loss of a single CH6010 server instance.
  Similar to Scenario 1 for loss of CH6010 server pair.

Testing of plan

Test out services and applications using the Basic cCFS Test Plan. Individual site application plans tested separately.

Communication Plan

Internal Communications:

During a service impacting event we will follow the standard incident management protocol. *(Link to the current process here)*

Vendor Communications

Directly with facilities & equipment vendors as required.

FCC/PUC/PSC Communications

See Appendix C.

External Communications

During a service impacting event we will follow the standard incident management protocol.

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

LNK23 - SON Site Plan

Scenario 1 – Total Loss of Lincoln State of NE LNK23 SON site

Disaster Assessment

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

cCFS network subscribers:

- Basic telephone services
  - Residential analog – no impact
  - Residential VoIP telephone – no impact
  - Business analog – no impact
  - Business VoIP telephone – partial outage for hard-coded State of NE phones, State of NE phones will reregister with SON-BLV-ISC1
  - Enterprise PBX analog interconnection – no impact
  - Enterprise PBX VoIP interconnection – no impact
  - Max UC Desktop and Mobile softphone client – no impact
  - CallerID – no impact
  - Robocall blocking – no impact
  - Call Forwarding – no impact
  - Three-Way Calling – no impact
  - Fax/Data – no impact
  - DTMF Interworking – no impact
- Advanced Business Features
  - Auto Attendant – no impact
  - Advanced Call Distribution – no impact
  - Multi Line Hunt Group – no impact
  - Line State Monitoring – no impact
  - Call Park/Pickup – no impact
- Enhanced Application Features
  - Voicemail – no impact
  - Commportal Web Services – no impact
  - Orecx call media recording – no impact
  - Large Conference – no impact
  - Music on Hold – no impact
  - SIP-TLS and SRTP encryption – no impact
- Call routing services
  - Inbound Local and LD call services – no impact
  - Outbound Local interconnection Services – no impact
  - Outbound LD Services – no impact
  - Toll Free 800 inbound – no impact
  - Toll Free outbound services – no impact
  - 911 Emergency access – no impact
- Management Services
  - Billing services – no impact

- Provisioning services – no impact
- Alarm monitoring services – no impact
- SAS call logging services – no impact

Phase 0 – Execute or Confirm Application Failover

- What applications/services can run on the surviving site?
  Most voice services on the State of NE network will switchover from LNK23 site and run on the Omaha-Bellevue BLV11 site automatically.
- What applications require manual tasks to complete failover?
  - State of NE SIP devices hardcoded to Lincoln will need manual redirect to Bellevue.
    - Configure any State of NE SIP end-user devices (e.g. ADTRAN 600) with simplex SIP proxy servers to point to SON-BLV-ISC1 as needed.

Phase 1 – Infrastructure Replacement

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

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

Phase 2 – Establish external connectivity

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

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

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

Phase 4 – Most Critical Servers

All State of NE services should register via SON-BLV-ISC1. These Servers/VMs should be restored on priority basis as necessary.

- cCFS Network
  - Metaswitch Perimeta SBC SON-LCN-ISC1
  - Cisco ASA Firewall SON-LCN-FW

Phase 5 – Recover specific applications

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

Scenario 2 – Server Loss

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

cCFS Network

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

- Cisco firewall SON-LCN-FW
  No impact for loss of a single Cisco ASA server.
  Similar to Scenario 1 for loss of Cisco ASA server pair, SON-OMA-FW will take over for SON-LCN-FW.

Testing of plan

Test out services and applications using the Basic cCFS Test Plan. Individual site application plans tested separately.

Communication Plan

Internal Communications:

During a service impacting event we will follow the standard incident management protocol. *(Link to the current process here)*

Vendor Communications

Directly with facilities & equipment vendors as required.

FCC/PUC/PSC Communications

See Appendix C.

External Communications

During a service impacting event we will follow the standard incident management protocol.

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

SCB01 Site Plan

Scenario 1 – Total Loss of Scottsbluff Headend SCB01 site

Disaster Assessment

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

Service impact

cCFS network subscribers:

- Basic telephone services
  - Residential analog – no impact
  - Residential VoIP telephone – no impact
  - Business analog – no impact
  - Business VoIP telephone – no impact
  - Enterprise PBX analog interconnection – no impact
  - Enterprise PBX VoIP interconnection – no impact
  - Max UC Desktop and Mobile softphone client – no impact
  - CallerID – no impact
  - Robocall blocking – no impact
  - Call Forwarding – no impact
  - Three-Way Calling – no impact
  - Fax/Data – no impact
  - DTMF Interworking – no impact
- Advanced Business Features
  - Auto Attendant – no impact
  - Advanced Call Distribution – no impact
  - Multi Line Hunt Group – no impact
  - Line State Monitoring – no impact
  - Call Park/Pickup – no impact
- Enhanced Application Features
  - Voicemail – no impact
  - Commportal Web Services – no impact
  - Orecx call media recording – no impact
  - Large Conference – no impact
  - Music on Hold – no impact
  - SIP-TLS and SRTP encryption – no impact
- Call routing services
  - Inbound Local and LD call services – ISUP TDM trunk capacity will be at 50%
  - Outbound Local interconnection Services – ISUP TDM trunk capacity will be at 50%
  - Outbound LD Services – calls will overflow route to Bellevue SIP
  - Toll Free 800 inbound – ISUP TDM trunk capacity will be at 50%

        - Toll Free outbound services – no impact
        - 911 Emergency access – Western market E911 will reroute to BW 911
    - Management Services
        - Billing services – no impact
        - Provisioning services – no impact
        - Alarm monitoring services – no impact
        - SAS call logging services – no impact

Legacy network subscribers:

- Basic telephone services
    - Residential analog – no impact
    - Residential VoIP telephone – N/A
    - Business analog – no impact
    - Business VoIP telephone – outage until Metaswitch Perimeta SBC Allo-SCB-ISC1 is restored
    - Enterprise PBX analog interconnection – no impact
    - Enterprise PBX VoIP interconnection – limited outage until Metaswitch Perimeta SBC Allo-SCB-ISC1 is restored
    - Max UC Desktop and Mobile softphone client – N/A
    - Caller ID – no impact
    - Robocall blocking – no impact
    - Call Forwarding – no impact
    - Three-Way Calling – no impact
    - Fax/Data – no impact
    - DTMF Interworking – no impact
- Advanced Business Features
    - Auto Attendant – no impact
    - Advanced Call Distribution – no impact
    - Multi Line Hunt Group – no impact
    - Line State Monitoring – no impact
    - Call Park/Pickup – no impact
- Enhanced Application Features
    - Voicemail – no impact
    - Commportal Web Services – no impact
    - Orecx call media recording – no impact
    - Large Conference – no impact
    - Music on Hold – no impact
    - SIP-TLS and SRTP encryption – no impact
- Call routing services uses cCFS resources
    - Inbound Local and LD call services – ISUP TDM trunk capacity will be at 50%
    - Outbound Local interconnection Services – ISUP TDM trunk capacity will be at 50%
    - Outbound LD Services – calls will overflow route to Bellevue SIP
    - Toll Free 800 inbound – ISUP TDM trunk capacity will be at 50%
    - Toll Free outbound services – no impact
    - 911 Emergency access – Western market E911 will reroute to BW 911

- Management Services
  - Billing services – no impact
  - Provisioning services – no impact
  - Alarm monitoring services – no impact
  - SAS call logging services – no impact

Phase 0 – Execute or Confirm Application Failover

- What applications/services can run on the surviving site?

  cCFS Network
  - Most TDM based voice services on cCFS network are geo-redundant and will use Lincoln UMG resources. Western market 911 calls will automatically overflow to SIP based Bandwidth 911.

  Legacy Network
  - Legacy SIP subscribers and SIP-PBXs using the Allo-SCB-ISC1 Metaswitch Perimeta SBC will be out of service until Allo-SCB-ISC1 is restored or subscribers are migrated to the cCFS Metaswitch Perimeta SBCs in Bellevue and/or Denver.
  - Legacy subscribers requiring UMG DSP resources for DTMF/Fax transcoding will use SCTSNE-UMG located in Scottsbluff CO SCB11 site. Loss of both SCB01 and SCB11 sites will require migration of affected subscribers to cCFS similar to impact to Legacy subscribers for loss of BLV11 site.
- What applications require manual tasks to complete failover?

  cCFS Network
  - All outbound cCFS network TDM traffic (accept for 911) will need to diverted to the overflow SIP trunks to free up resources for inbound traffic.
    - Add wildcard LCR routes in translations to divert all outbound traffic to the overflow SIP trunks.

  Legacy Network
  - All Legacy SIP subscribers and SIP-PBXs using Allo-SCB-ISC1 will require manual migration of affected subscribers by priority to cCFS similar to impact to Legacy subscribers for loss of BLV11 site.
  - Loss of both SCB01 and SCB11 sites will require manual migration of affected DTMF/Fax/Modem subscribers by priority to cCFS similar to impact to Legacy subscribers for loss of BLV11 site.

Phase 1 – Infrastructure Replacement

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

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

Phase 2 – Establish external connectivity

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

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

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

Phase 4 – Most Critical Servers

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

- Legacy Network
    - Metaswitch Perimeta SBC Allo-SCB-ISC1

- cCFS Network
    - Metaswitch UMG Allo-SCB-UMG

Phase 5 – Recover specific applications

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

Scenario 2 – Server Loss

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

cCFS Network

- Metaswitch UMG Allo-SCB-UMG
  No impact for loss of a single CH6010 server instance.
  Similar to Scenario 1 for loss CH6010 server pair.

Legacy Network

- Metaswitch Perimeta SBC Allo-SCB-ISC1
  No impact for loss of a single CH6010 server.
  Similar to Scenario 1 for total loss of CH6010 server pair. Full outage for Legacy SIP subscribers using Allo-SCB-ISC1.

- Metaswitch UMG ALNCNE-UMG
  No impact for loss of a single component of UMG2510.
  Similar to Scenario 1 for total loss of UMG2510.

Testing of plan

Test out services and applications using the Basic cCFS Test Plan. Individual site application plans tested separately.

Communication Plan

Internal Communications:

During a service impacting event we will follow the standard incident management protocol. *(Link to the current process here)*

Vendor Communications

Directly with facilities & equipment vendors as required.

FCC/PUC/PSC Communications

See Appendix C.

External Communications

During a service impacting event we will follow the standard incident management protocol.

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

SCB11 Site Plan

Scenario 1 – Total Loss of Scottsbluff CO SCB11 site

Disaster Assessment

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

cCFS network subscribers:

- All services – no impact

Legacy network subscribers:

- All services – no impact

Phase 0 – Execute or Confirm Application Failover

- What applications/services can run on the surviving site?
  Legacy Network
  - Legacy subscribers requiring UMG DSP resources for DTMF/Fax transcoding will use ALNCNE-UMG located in Scottsbluff Headend SCB01 site. Loss of both SCB01 and SCB11 sites will require migration of affected subscribers to cCFS similar to impact to Legacy subscribers for loss of BLV11 site.
- What applications require manual tasks to complete failover?
  Legacy Network
  - Loss of both SCB01 and SCB11 sites will require manual migration of affected DTMF/Fax/Modem subscribers by priority to cCFS similar to impact to Legacy subscribers for loss of BLV11 site.

Phase 1 – Infrastructure Replacement

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

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

Phase 2 – Establish external connectivity

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

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

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

Phase 4 – Most Critical Servers

Legacy network will use ALNCNE-UMG for DSP resources. This Server should be restored as necessary.

- Legacy Network
    - Metaswitch SCTSNE-UMG

Phase 5 – Recover specific applications

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

Scenario 2 – Server Loss

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

Legacy Network

- Metaswitch SCTSNE-UMG
  No impact for loss of a single component of UMG3510.
  Similar to Scenario 1 for total loss of UMG3510.

Testing of plan

Test out services and applications using the Basic cCFS Test Plan. Individual site application plans tested separately.

Communication Plan

Internal Communications:

During a service impacting event we will follow the standard incident management protocol. *(Link to the current process here)*

Vendor Communications

Directly with facilities & equipment vendors as required.

FCC/PUC/PSC Communications

See Appendix C.

External Communications

During a service impacting event we will follow the standard incident management protocol.

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

Appendix A: Individual Server Sparing and Availability

This appendix is intended to provide an overview of currently apps/services, and considerations for prioritizing restoral with the available resources. It is expected that each application will capture vendor-specific requirements & other recovery details in its own DR plan.

Risk Tiers:

- Tier 1: Most critical risks based on customer/company impact, including those needed to restore other services.
- Tier 2: Critical services not listed in Tier 1
- Tier 3: Other production systems
- Tier 4: Dev/Lab

Sites:

- BLV11 – TierPoint data center, Bellevue, NE. - Primary data center for Voice services
- DEN11 – 910 Telecom, Denver, CO. - Primary data center for Voice services
- SCB01 – Scottsbluff headend/hub – cCFS TDM Voice services, Legacy VoIP/TDM Voice Services
- SCB11 – Scottsbluff Lumen CO – TDM Voice Services
- LNK01 – Lincoln #1 hub – cCFS TDM Voice Services
- LNK04 – Lincoln #4 – cCFS TDM Voice Services
- LNK23 – State of NE data center – State of NE Voice services
- ALN11 – Alliance Lumen CO – TDM Voice Services

cCFS Voice Network

Voice Network Element	Server type	Hardware type	Risk Tier	redundancy	Site(s)	HA Arch	Notes
Allo-BLV-cCFS-MVS	Metaview MVS	VM	1	geo+site	BLV11	Act/Sby	12 CPU, 24GB mem, 300GB disk
Allo-BLV-AMGC	Metaswitch AMGC	VM	1	geo+site	BLV11	Act/Sby	12 CPU, 48GB mem, 200GB disk
Allo-BLV-CFS	Metaswitch CFS	VM	1	geo+site	BLV11	Act/Act	12 CPU, 48GB mem, 200GB disk
Allo-BLV-ISC2	Perimeta SBC	VM	1	geo+site	BLV11	Act/Act	8 CPU, 16GB mem, 40GB disk, PCI passthrough
SoN-BLV-ISC1	Perimeta SBC	Dell R640	1	geo+site	BLV11	Act/Act	Spare in Lincoln Office
Allo-BLV-MVD	Metaview Director	VM	1	geo+site	BLV11	Act/Sby	4 CPU, 8GB mem, 100GB disk
BLV11-FW06	Cisco Firewall	Cisco ASA	1	geo+site	BLV11	Act/Act	Spare in Lincoln office

SoN-OMA-FW	Cisco Firewall	Cisco ASA	1	geo+site	BLV11	Act/Act	Spare in Lincoln office
Allo-DEN-cCFS-MVS	Metaview MVS	VM	1	geo+site	DEN11	Act/Sby	12 CPU, 24GB mem, 300GB disk
Allo-DEN-AMGC	Metaswitch AMGC	VM	1	geo+site	DEN11	Act/Sby	12 CPU, 48GB mem, 200GB disk
Allo-DEN-CFS	Metaswitch CFS	VM	1	geo+site	DEN11	Act/Act	12 CPU, 48GB mem, 200GB disk
Allo-DEN-EAS	Metasphere EAS	VM	1	simplex	DEN11	None	12 CPU, 24GB mem, 1000GB disk
Allo-DEN-ISC3	Perimeta SBC	VM	1	geo+site	DEN11	Act/Act	8 CPU, 16GB mem, 40GB disk, PCI passthrough
Allo-DEN-MVD	Metaview Director	VM	1	geo+site	DEN11	Act/Sby	4 CPU, 8GB mem, 100GB disk
DEN11-FW01	Cisco Firewall	Cisco ASA	1	geo+site	DEN11	Act/Act	Voice-VRF Firewall Managed by Nelnet
SoN-LNK-ISC1	Perimeta SBC	Dell R640	1	geo+site	LNK23	Act/Act	Spare in Lincoln office
SoN-LNK-FW	Cisco Firewall	Cisco ASA	1	geo+site	LNK23	Act/Act	Spare in Lincoln office
Allo-BLV-MRS1	Metaswitch MRS	VM	2	geo+site	BLV11	Act/Act	8 CPU, 8GB mem, 100GB disk
Allo-BLV-MRS2	Metaswitch MRS	VM	2	geo+site	BLV11	Act/Act	8 CPU, 8GB mem, 100GB disk
Allo-BLV-MRS3	Metaswitch MRS	VM	2	geo+site	BLV11	Act/Act	8 CPU, 8GB mem, 100GB disk
Allo-BLV-RPAS1	Metaswitch RPAS	VM	2	geo+site	BLV11	Act/Act	4 CPU, 4GB mem, 100GB disk
Allo-BLV-RPAS2	Metaswitch RPAS	VM	2	geo+site	BLV11	Act/Act	4 CPU, 4GB mem, 100GB disk
Allo-BLV-ORK1	OrecX Voice Recorder	VM	2	geo+site	BLV11	Act/Act	4 CPU, 8 GB Mem, 250 GB Disk
Allo-BLV-cCFS-SAS	Metaswitch SAS	VM	2	geo+site	BLV11	Act/Sby	12 CPU, 24GB mem, 4TB disk
Allo-BLV-OBS1	Metaswitch OBS	VM	2	geo+site	BLV11	Act/Act	8 CPU, 16GB mem, 100GB disk
Allo-DEN-RPAS1	Metaswitch RPAS	VM	2	geo+site	DEN11	Act/Act	4 CPU, 4GB mem, 100GB disk
Allo-DEN-RPAS2	Metaswitch RPAS	VM	2	geo+site	DEN11	Act/Act	4 CPU, 4GB mem, 100GB disk
Allo-DEN-cCFS-SAS	Metaswitch SAS	VM	2	geo+site	DEN11	Act/Sby	12 CPU, 24GB mem, 4TB disk
Allo-DEN-OBS1	Metaswitch OBS	VM	2	geo+site	DEN11	Act/Act	8 CPU, 16GB mem, 100GB disk
Allo-DEN-OBS2	Metaswitch OBS	VM	2	geo+site	DEN11	Act/Act	8 CPU, 16GB mem, 100GB disk
Allo-LCN-UMG1	Metaswitch UMG	CH6010	2	geo+site	LNK01	Act/Sby	Spares via Metaswitch

ALN11-OPT01	ADTRAN Multiplexer	Opti	2	geo	ALN11	Act/Act	Spares via ADTRAN
Allo-SCB-UMG1	Metaswitch UMG	CH6010	2	geo+site	SCB01	Act/Sby	Spares via Metaswitch
SCB11-OPT01	ADTRAN Multiplexer	Opti	2	geo	SCB11	Act/Act	Spares via ADTRAN
Allo-BLV-OBS2	Metaswitch OBS	VM	3	geo+site	BLV11	Act/Act	8 CPU, 16GB mem, 100GB disk
Allo-BLV-DCM1	Metaswitch DCM	VM	3	geo+site	BLV11	Act/Act	1 CPU, 1 GB Mem, 10 GB Disk
Allo-BLV-DCM2	Metaswitch DCM	VM	3	geo+site	BLV11	Act/Act	1 CPU, 1 GB Mem, 10 GB Disk
Allo-DEN-MRS1	Metaswitch MRS	VM	3	geo+site	DEN11	Act/Act	8 CPU, 8GB mem, 100GB disk
Allo-DEN-MRS2	Metaswitch MRS	VM	3	geo+site	DEN11	Act/Act	8 CPU, 8GB mem, 100GB disk
Allo-DEN-MRS3	Metaswitch MRS	VM	3	geo+site	DEN11	Act/Act	8 CPU, 8GB mem, 100GB disk
Allo-DEN-DCM1	Metaswitch DCM	VM	3	geo+site	DEN11	Act/Act	1 CPU, 1 GB Mem, 10 GB Disk
Allo-DEN-DCM2	Metaswitch DCM	VM	3	geo+site	DEN11	Act/Act	1 CPU, 1 GB Mem, 10 GB Disk
Allo-DEN-N-Series	Metaswitch N-Series	VM	3	simplex	DEN11	None	4 CPU, 8GB mem, 300GB disk

Legacy Voice Network

Voice Network Element	Server type	Hardware type	Risk Tier	redundancy	Site(s)	HA Arch	Notes
Allo-BLV-MVS1	Metaview MVS	VM	1	site-redundancy	BLV11	Act/Sby	12 CPU, 24GB mem, 300GB disk
Allo-CA1	Metaswitch CFS	VM	1	site-redundancy	BLV11	Act/Sby	4 CPU, 8GB mem, 200GB disk
OMAHA-EAS	Metasphere EAS	VM	1	none	BLV11	Act/Act	4 CPU, 8GB mem, 300GB disk
Allo-Omaha-MVD-1	Metaview Director	VM	1	site-redundancy	BLV11	Act/Sby	4 CPU, 8GB mem, 100GB disk
ALNCNE-UMG	Metaswitch UMG	UMG2510	1	geo+site	SCB01	Act/Act	Spares via 3rd party vendor
SCB-ISC1	Perimeta SBC	CH6010	1	site-redundancy	SCB01	Act/Sby	Spares via Metaswitch
SCTSNE-UMG	Metaswitch UMG	UMG3510	1	geo+site	SCB11	Act/Act	Spares via 3rd party vendor
OMAHA-N-Series	Metaswitch N-Series	VM	2	none	BLV11	Act/Sby	4 CPU, 8GB mem, 300GB disk

BLV11-FW01	Cisco firewall	Cisco ASA	2	site-redundancy	BLV11	Act/Sby	Spare in Lincoln office
ALLO-BLV11-SAS	Metaswitch SAS	VM	2	none	BLV11	None	4 CPU, 8GB mem, 1000GB disk
Allo-DCM1	Metaswitch DCM	VM	3	site-redundancy	BLV11	Act/Sby	1 CPU, 1GB mem, 10GB disk
Allo-DCM2	Metaswitch DCM	VM	3	site-redundancy	BLV11	Act/Sby	1 CPU, 1GB mem, 10GB disk
Allo-DNV-MVS2	Metaview MVS	VM	3	site-redundancy	BLV11	Act/Sby	12 CPU, 24GB mem, 300GB disk

Appendix B: Individual Server Restoral Process (additional details needed)

This section provides instructions on restoring the software and configuration data on an individual Metaswitch network element that has suffered a system failure.

Metaswitch VM Instances

Ensure VM resources are available for VM Instance. If needed and as per the Data Center Disaster Recovery Plan, repair/install server and SAN hardware and establish VMware environment.

Restore VM with mirrored VM backup if available. If backup is not available VM will need to be recommissioned per the respective server Metaswitch Operations and Procedures manual. If this is the first server to be restored of a mated pair, the server will need to be commissioned and configuration restored from backup. If this is the second server to be restored of the mated pair, this server will be partnered with the running server.

Metaswitch Perimeta SBC Dell R640 server

Physically replace faulty Dell R640 server with spare Dell R640 server located in Lincoln. Refer to *Metaswitch Perimeta Configuration and Management Guide* for bootstrapping process.

If this is the first server to be restored of the mated pair, this server will need to be commissioned and configuration installed from backup. If this is the second server to be restored of the mated pair, this server will be partnered with the running server.

Metaswitch Perimeta SBC CH6010 server

Order replacement CH6010 parts from Metaswitch and physically replace faulty parts. Refer to *Metaswitch Perimeta Configuration and Management Guide* for bootstrapping process.

If this is the first server to be restored of the mated pair, this server will need to be commissioned and configuration installed from backup. If this is the second server to be restored of the mated pair, this server will be partnered with the running server.

Metaswitch Perimeta SBC CH6010 server

Order replacement CH6010 parts from Metaswitch and physically replace faulty parts. Refer to *Metaswitch Perimeta Configuration and Management Guide* for bootstrapping process.

If this is the first server to be restored of the mated pair, this server will need to be commissioned and configuration installed from backup. If this is the second server to be restored of the mated pair, this server will be partnered with the running server.

Appendix C: FCC/PUC/PSC Communications (additional details needed)

Customer operations is responsible for all customer, federal and state communications regarding network outages.

Additional details to follow.

Appendix D: Outstanding questions/action items

- Appendix B details – in progress
- Appendix C details – in progress
- AMGC requires manual switchover - in progress
- CFS subscriber Rehoming Allowed audit – in progress
- MVWeb user audit. Allo-BLV-MVS/Allo-DEN-MVS synchronization
- VPN access to Denver MVS during Voice-VRF BLV11-FW06 firewall outage
- MVWeb access via DNS-SRV instead of IP address
- EAS Auto-Attendant temporary warm backup solution
- Metaswitch EAS SSS geo-redundancy – Q3 2021 - requires Cisco UCS resources and Metaswitch bake-in scheduled for Q3
- N-Series Conferencing/MOH warm backup process
- Geo-redundant storage of backups

Data Center

ALLO Data Center Infrastructure Disaster Recovery Plan [DRAFT]

Overview & Scope

This DR plan focuses on restoring ALLO service provider data center infrastructure so that various SP applications/services can be restored. Each application will have its own specific DR plan.

The primary data center locations are as follows. Note that these facilities are both operated by third-party vendors, not the ALLO CI team:

- BLV11 – TierPoint data center, Bellevue, NE. Primary data center
- DEN11 – 910 Telecom, Denver, CO. Backup data center (not all services)

Tertiary facilities of interest supporting SP services (most are operated by ALLO):

- HST01 – Hastings hub (Speedtest server)
- SCB01 – Scottsbluff headend/hub (Speedtest server, NTP servers, Vaonet, Legacy DHCP)
- LNK04 – Lincoln #4 hub (NTP servers, voice UMG)
- SCB11(?) – Scottsbluff CO (legacy voice UMG); *note that this is a 3rd-party facility*
- LNK11 – NDC Lincoln facility (Speedtest server); *note that this is a 3rd-party facility*

Assumptions

- Equipment for recovery efforts such as laptops, KVMs, etc. will be available at work site(s).
- Supporting IT systems will be accessible to provide access to critical documentation, system credentials, license keys, and tools such as e-mail.
- Safety and security of associates takes priority over recovery activities.
- In an extensive disaster event staff & equipment resources may be insufficient, which in turn will prolong recovery activities.
- Depending on the severity of the incident, customers and other ALLO teams may be required to modify their operations to accommodate differences in applications/services until a full recovery has been completed. This may include manual processing for an extended period of time.

Sparing/Availability

Spares are not currently stocked for most components. Replacements provided by vendor support agreements. Also, SAN arrays and Metaswitch voice core are remotely monitored by their respective vendors.

Plan

Scenario 1 – Total Loss of Primary or Secondary Data Center

Disaster Assessment

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

Phase 0 – Execute or Confirm Application Failover

- What applications/services can run on the surving site?
- What applications require manual tasks to complete failover?

Phase 1 – Infrastructure Replacement (site vendor or CI Team)

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

Phase 2 – Establish external connectivity

(ALLO Network Team, Nelnet & facility owner)

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

(joint effort with vendors & Nelnet)

Phase 4 – Most Critical VMs

These VMs are needed to support most/all application or service restorals.

- Site-specific UCS Central VM (BLV11 only)
- Site-specific vCenter
- <site>-bkp01 – Backup storage (images, configuration files, etc.)
- <site>-ops01 – Local bastion host. May not need if surviving site bastion can be used.
- Nelnet CommVault (off-site backups, if available) located outside SP environment

Phase 5 – Recover specific applications

Will require prioritizing due to expected limited staff & network resources. See also Appendix A.

Scenario 2 – Server Loss

Similar to Scenario 1, except surving data center blades may be partially retasked to support most critical services.

Scenario 3 – Complete loss of one or more SAN volume(s)

This is similar to Scenario 1, but could include catatrophic conditions that place SAN in read-only mode, volume corruption due to software failure, or ransomware encryption attacks.

Identify whether hardware, software, or other problem. In some cases hardware replacement may not be necessary, and recovery can be facilitated via SAN snapshots or off-site backups.

Initial triage analysis MUST identify if incident indicates ransomware or other malware, as this may render any backups unusable.

Resources required (internal, 3rd party)

- Data Center vendor team(s)
- Nelnet UCS/SAN/VMware resources (Ben Fry team)

- Nelnet DC & CommVault team (Brian Galvin team)
- ALLO Core/Transport Network team
- ALLO Application-specific teams & app vendor support

Testing of plan

Test using tabletop exercises. Individual application plans tested separately.

Communication Plan

Internal Communications:

During a service impacting event we will follow the standard incident management protocol. *(Link to the current process here)*

Vendor Communications

Directly with facilities & equipment vendors as required.

FCC/PUC/PSC Communications

See Voice Services plan

External Communications

During a service impacting event we will follow the standard incident management protocol.

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

Appendix A: Application Restoral Strategy

This appendix is intended to provide an overview of currently apps/services, and considerations for prioritizing restoral with the available resources. It is expected that each application will capture vendor-specific requirements & other recovery details in its own DR plan.

Risk Tiers:

- Tier 1: Most critical risks based on customer/company impact, including those needed to restore other services.
- Tier 2: Critical services not listed in Tier 1
- Tier 3: Other production systems
- Tier 4: Dev/Lab

App Category	App or Service	Risk Tier	Description	Owner	Site(s)	HA Arch	Notes
UCS-SAN-VMware	vCenter	1	VMware management	Nelnet	BLV11 DEN11 ~~SCB01~~	Actv/Actv	For BLV/DEN: Can manage both sites from either vCenter in normal state, may be able to manage from surving vCenter. SCB01 node is ESXi-only, unmanaged
Backup	Backup VM	1	Storage VM for config & images	Sys Engr	BLV11	No	Data to restore other apps
Remote Access	Site bastion	1	General mgmt. jump host (SSH)	Sys Engr	BLV11 DEN11	Actv/Actv	Defer recovery if other site can be used
DDI	Recursive DNS (Mgmt Net)	1	Recursive DNS for internal & Management VRF	Sys Engr	BLV11 DEN11	Actv/Actv	Used by internal servers, not customer-facing
DDI	Recursive DNS (Public Net)	2	Customer-facing DNS, also used by many applications	Sys Engr	BLV11 DEN11	Actv/Actv	Not purely recursive (special rules for IPTV and Speedtest)
DDI	Authoritative DNS	2	Internal & external authoritative DNS zones (incl customers)	Sys Engr	BLV11 DEN11	Actv/Actv	Has both on-prem zones & AWS-hosted (Route53 service). Critical for Voice & IPTV services.
DDI	DHCP	2	Customer-facing DHCP (BLV,DEN)	Sys Engr	BLV11 DEN11	Actv/Actv*	Requires manual intervention if extended downtime (partner down state)

DDI	DHCP	2	Legacy DHCP (SCB)	Sys Engr	SCB01	None	Instance is not recoverable. Customers must be migrated to main DHCP and/or new VLANs
DDI	IPAM	2	DDI management & REST API	Sys Engr	BLV11 DEN11	Actv/Stby	Requires manual failover of DNS entry
Backup	Katello/Foreman	2	Platform for automating server (re)builds & patching	Sys Engr	BLV11	None	Cannot automate all types of server builds
NTP	NTP	2	NTP for Mangement VRF & DC	Engr	BLV11 DEN11 LNK04	Actv/Actv	
NTP	NTP	2	Customer-facing NTP, also used by some services	Engr	BLV11 DEN11	Actv/Actv	
Voice	Legacy Voice	2	Metaswitch (legacy virtual)	Voice Engr, Net Engr, Nelnet	BLV11 SCB01 SCB11	(limited)	Single site, some components within the BLV11 VMware environment provide HA
Voice	Voice (cCFS)	2	Clustered Metaswitch (Adtran OPTI, Orecx, Equinox, Cisco FW, Syniverse, Neustar, AWS/Mitel VKS, et al)	Voice Engr, Sys Engr, Net Engr, Nelnet	BLV11 DEN11 LNK04 SCB01	(partial)	Cannot support HA for all customers on all services at this time. Legacy voice migration & EAS-SSS projects will address the most critical gaps.
Monitoring	Splunk	3	Splunk	Sys Engr	BLV11	None	Critical for some monitoring
EMS-OSS	Calix CMS	3	CMS	Sys Engr	BLV11 DEN11	Actv/Stby	Requires manual data load & failover
EMS-OSS	Calix SMx	3	SMx	Sys Engr	BLV11	None	
EMS-OSS	Infinera NMS	3	TNMS	Sys Engr	BLV11	None	
EMS-OSS	Vaonet	3	Vaonet monitoring	Sys Engr	SCB01 (BLV11?)	None	Application backups only, VMware env may not be recoverable
EMS-OSS	Xymon	3	Xymon monitoring	Sys Engr	BLV11	None	
EMS-OSS	Cacti	3	Cacti (performance metrics)	Sys Engr	BLV11	None	
EMS-OSS	Agent Portal (and other apps?)	3	Agent Portal & Database node	SIG	BLV11	None	

Backup	TFTP	3	Config file storage	Sys Engr	BLV11	None	
Remote Access	RADIUS/TACACS	3	Device mgmt. access	Sys Engr	DEN11 (BLV11*)	Actv/Actv	Pending license for 2nd site
EMS-OSS	Ocular IP	3	Ocular IP	Sys Engr	DEN11	None	
EMS-OSS	Skylight	3	Accedian Skylight	Sys Engr	DEN11	None	
Monitoring	Fujitsu VPN	3	EMS event feed to Fujitsu	Sys Engr	BLV11 DEN11	Actv/Actv	
DDoS	Arbor	3	DDoS mitigation	Sys Engr	SCB01 (BLV11*)	None	Currently on h/w appliance in SCB01. *Will migrate to VM in DC in 2021
Security	Cisco FMC	3	Firewall policy	Sys Engr	BLV11	None	
Mail	SMTP Relay	3	Customer-facing relay	Sys Engr	BLV11 DEN11	Actv/Actv	Also critical for some monitoring/alerting
CGN	CGN Logging	3	CGN logs for legal compliance	Sys Engr	BLV11	None	Uses on-prem & AWS services
Speedtest	Speedtest	3	Ookla Speedtest servers	Sys Engr	SCB01 DEN11 LNK11 HST01	None	Servers do not provide failover
IPTV	IPTV	3	ALLO in-house Mediaroom infr.	Video/Sys	BLV11	None	Some components known to be EOL
Lab	Lab	4	Lab systems	Sys Engr	BLV11 DEN11	None	May need to leave offline to free resources

Production Network (Core)

ALLO Core Network Disaster Recovery Plan

Overview & Scope

This DR plan focuses on restoring ALLO service provider core network infrastructure, transport, and peering relationsips so that full network capacity and protection can be restored. Each backbone site will have its own specific DR plan.

The primary data center locations are as follows. Note that some of these facilities are operated by third-party vendors, as well as some operated by the ALLO CI team:

- OMA11 – 1623 Farnam Datacenter, Omaha, NE
- DEN11 – 910 Telecom, Denver, CO
- SCB01 – Scottsbluff Head End, Scottsbluff, NE
- LNK11 – Lincoln Datacenters, Lincoln, NE

Assumptions

- Equipment for recovery efforts such as laptops, KVMs, etc. will be available at work site(s).
- Supporting IT systems will be accessible to provide access to critical documentation, system credentials, license keys, and tools such as e-mail.
- Safety and security of associates takes priority over recovery activities.
- In an extensive disaster event staff & equipment resources may be insufficient, which in turn will prolong recovery activities.

Sparing/Availability

We shelf stock spares for each of these locations at or within 1 hour of the facility. We shelf spare all Allo owned hardware at a minimum of 3%. In the event of a critical disaster, there will not be sufficient spares to rebuild all equipment at impacted location. Additionally, we do not have spares for any vendor provided gear, such as Netflix Cache, Google Cache, or Facebook Cache.

Impact

Theoretically, the loss of any one of these facilities would not result in customers hard down, with the exception of Papillion, Scottsbluff/Gering, Ashland, or any customers physically terminating in the impacted COLO. However the loss of one of these facilities will greatly impact local/direct peering, cache capacity, as well as egress DIA.

Plan

Scenario 1 – Total Loss of backbone site (tornado, flood, fire)

Disaster Assessment

- What is salvageable?
- What equipment do we need to order to fully rebuild site?
- What transport/peering vendors do we need to coordinate restoration efforts with?
- What content providers to we need to contact for hardware replacement?

Phase 0 – Confirm network failover/stability

- Ensure all traffic has successfully failed to other transit links/peers/CDN's.
- Monitor capacity/utilization of peers and transit links, balance traffic as/if needed.
- Move individual customer circuits to alternate datacenter to restore services as applicable.

Phase 1 – Infrastructure Replacement (site vendor or CI Team)

- Establish physical security.
- Racks
- Power (UPS/Rectifier/PDU/Fuse Panels).
- HVAC
- Fiber restoration to our cage/rack by Allo OSP and/or datacenter staff from MMR.

Phase 2 – Repair/install new routing/switching hardware

- Using shelf spares, install minimal hardware in a modified configuration to restore backbone, peering, and market diversity.
    - Network Engineering will provide modified design based of hardware available, severity of damage, and lead times of hardware orders.
    - Likely have to pull hardware from multiple spare locations to complete this, putting them at risk of not having shelf spare in the event of hardware failure.
    - This would be a minimal, temporary configuration, enough to get core links/peering up to provide basic diversity to the network.
- Backups for all gear are stored on the Rancid or FTP server, based off backup type.

Phase 2 – Establish external connectivity

- Work with transport providers to restore all backbone circuits.
- Work with peers to bring core peering/DIA back online.
- Work with Allo OSP/transport providers to restore diversity to impacted markets.

Phase 4 – Final Restoration

- Remove temporary router/switch configuration and replace with new hardware in original state
- Install/turn up CDN appliances, working with content provider to commission.

Scenario 2 – Partial loss of site (Vandalism, Malicious act)

Same process as scenario 1, however instead of installing temporary solution, we would do our best to restore full redundancy to site as needed. For the interim, we may shift customers to diverse hardware to get them online while we are working on full restoration.

Scenario 3 – Single element loss (basic hardware failure)

We have shelf spares at 4 sparing depot locations across the network (Lincoln, North Platte, Scottsbluff, Denver) which are audited by dedicated staff monthly. NTAC monitors these audits, and ensures sparing inventory database (lives on Sharepoint) is accurate. These locations contain a minimum of 3% of deployed hardware for the markets they are responsible for available for dispatch to restore any single element failure. We maintain RTF support on all these spares, so backfill of used spare will be replaced in approximately a 3 week window.

Resources required (internal, 3rd party)

- Data Center vendor team(s)
- Allo HUB Techs
- Allo Network Engineering
- Allo Systems Engineering
- Allo Critical Infrastrure Team
- Transport carriers (various)
- Peers (various)
- CDN providers (various)
- NOTE – we maintain list of vendors and contacts on Sharepoint.

Testing of plan

Test using tabletop exercises. Individual application plans tested separately.

Communication Plan

Internal Communications:

During a service impacting event we will follow the standard incident management protocol. *(Link to the current process here)*

Vendor Communications

Directly with facilities & equipment vendors as required.

External Communications

During a service impacting event we will follow the standard incident management protocol.

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

Production Network (Aggregation)

ALLO Aggregation Network Disaster Recovery Plan

Overview & Scope

This DR plan focuses on restoring ALLO service provider aggregation network infrastructure, as well as customer access hardware to fully restore customer services.

Assumptions

- Equipment for recovery efforts such as laptops, KVMs, etc. will be available at work site(s).
- Supporting IT systems will be accessible to provide access to critical documentation, system credentials, license keys, and tools such as e-mail.
- Safety and security of associates takes priority over recovery activities.
- In an extensive disaster event staff & equipment resources may be insufficient, which in turn will prolong recovery activities.

Sparing/Availability

We shelf stock spares for each of these locations at or within 4 hours of the facility. We shelf spare all Allo owned hardware at a minimum of 3%. In the event of a critical disaster, there will not be sufficient spares to rebuild all equipment at impacted location.

Plan

Scenario 1 – Total Loss of HUB site (tornado, flood, fire)

Disaster Assessment

- What is salvageable?
- What equipment do we need to order to fully rebuild site (routers, switches, optics, access gear, fiber jumpers, fuse panels, etc)?

Phase 1 – Infrastructure Replacement (Allo CI and Allo OSP Teams)

- Establish physical security.
- Racks
- Power (UPS/Rectifier/PDU/Fuse Panels).
- HVAC
- Fiber restoration by Allo OSP.

Phase 2 – Repair/install new routing/switching/access hardware

- Using shelf spares, install minimal hardware in a modified configuration to HUB connectivity (likely not diverse).
    - Network Engineering will provide modified design based of hardware available, severity of damage, and lead times of hardware orders.
    - Likely have to pull hardware from multiple spare locations to complete this, putting them at risk of not having shelf spare in the event of hardware failure.
    - This would be a minimal, temporary configuration, enough to get dedicated and key GPON customers back online.
- Backups for all gear are stored on the Rancid, CMS, or FTP server, based off backup type.

Phase 2 – Establish external connectivity

- Work with Allo OSP Team to restore all backbone fiber to HUB.
- Work with Allo OSP Team to restore distribution and feeder routes.

Phase 4 – Final Restoration

- Remove temporary router/switch configuration and replace with new hardware in original state
- Install/turn up CDN appliances, working with content provider to commission.

Scenario 2 – Partial loss of site (Vandalism, Malicious act)

Same process as scenario 1, however instead of installing temporary solution, we would do our best to restore full redundancy to site as needed. For the interim, we may shift customers to diverse hardware to get them online while we are working on full restoration.

Scenario 3 – Single element loss (basic hardware failure)

We have shelf spares at 4 sparing depot locations across the network (Lincoln, North Platte, Scottsbluff, Denver) which are audited by dedicated staff monthly. NTAC monitors these audits, and ensures sparing inventory database (lives on Sharepoint) is accurate. These locations contain a minimum of 3% of deployed hardware for the markets they are responsible for available for dispatch to restore any single element failure. We maintain RTF support on all these spares, so backfill of used spare will be replaced in approximately a 3 week window.

Resources required (internal, 3rd party)

- Allo HUB Techs
- Allo Network Engineering
- Allo Systems Engineering
- Allo Critical Infrastrure Team
- NOTE – we maintain list of vendors and contacts on Sharepoint.

Testing of plan

Test using tabletop exercises. Individual application plans tested separately.

Communication Plan

Internal Communications:

During a service impacting event we will follow the standard incident management protocol. *(Link to the current process here)*

Vendor Communications

Directly with facilities & equipment vendors as required.

External Communications

During a service impacting event we will follow the standard incident management protocol.

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

COUNCIL BILL NO. 2024-264 ORDINANCE NO.

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

WHEREAS, in the Smarter Joplin Roadmap expand internet access and improve connectivity was identified as a primary concern in a resident survey; and

WHEREAS, the Broadband Gap Analysis Report identified the specific challenges with connectivity in the city of Joplin including issues with availability, capacity and affordability; and

WHEREAS, the COVID-19 Pandemic has shown that residents need to be connected to be able to work, educate, and receive healthcare from home; and

WHEREAS, for the City of Joplin to remain competitive in the areas of business attraction and retention, transportation, education, health care and other sectors that rely on the exchange of data and information;

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

Section 1. That the Development Agreement includes a not to exceed amount of Five Million and 00/100 dollars ($5,000,000.00) provided for the construction of an additional and redundant CO, a fiber drop to the City's anchor institutions, and a buried "Mainline Fiber" backbone. This additional request is funded through the American Rescue Plan Act of 2021 (ARPA) with a deadline of August 31, 2026.

Section 2. That following the execution of the Development Agreement, an additional Council Bill will be presented approving the Non-Exclusive Public ROW License Agreement.

Section 3. That the City Manager or designee, of the City of Joplin, Missouri, is hereby authorized to execute said Agreement(s), or agreement(s) substantially similar in form, for and on behalf of the City of Joplin.

Passed by the Council of the City of Joplin, Missouri, this _____ day of_____, 2024, by a vote of_____.

_____

ATTEST: Douglas W Lawson, Mayor

_____

Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

Council Bill 2024-264