JOPLIN CITY COUNCIL
REGULAR MEETING AMENDED AGENDA
MONDAY, APRIL 18,, 2022
5th FLOOR COUNCIL CHAMBERS
602 S. MAIN ST. JOPLIN MO
6:00 P.M.
This meeting can be viewed live on KGCS-TV channel 21 and regional cable television systems including Sparklight in Joplin; or livestream at http://www.joplinmo.org/182/Video-Multimedia

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

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

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

2. **Roll Call**

3. **Presentations**

   1. Parks Security Position Presentation

      Documents:

      PARK SECURITY POSITION PRESENTATION.PDF
      PARK SECURITY OFFICER JOB DESCRIPTION.PDF
      AP PRIORITIZATION BY FUNDING SOURCE.PDF

   2. Arbor Day Proclamation

4. **Finalization Of Consent Agenda**

5. **Reports And Communications**

   1. News From The Public Information Office

6. **Citizen Requests And Petitions**

   1. Margey Upson Requested To Speak On Part 3

   2. Alan Griffin Requested To Speak On Thoughts And Advice For Council Members On Serving

   3. David Powell Requested To Speak Regarding Proposal To Exchange Real Property

   4. Brad Barton Requested To Speak Regarding Proposal To Exchange Real Property

7. **Public Hearings**

8. **Consent Agenda**

1. Minutes Of April 4, 2022 City Council Meeting

   Documents:

   APRIL 4, 2022 MINUTES.PDF

2. Minutes Of April 11, 2022 Special City Council Meeting

   Documents:

   SP MTG APRIL 11 COUNCIL MINUTES.PDF

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

   Documents:

   CB2022-120.PDF

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

   Documents:

   CB2022-257.PDF

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

   Documents:

   CB2022-258.PDF

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

   Documents:

   CB2022-259.PDF

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

Documents:

CB2022-260.PDF

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

Documents:

CB2022-261.PDF

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

Documents:

CB2022-262.PDF

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

Documents:

CB2022-264.PDF

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

Documents:

CB2022-508.PDF

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

Documents:

CB2022-603.PDF

9. **Resolutions**

1. RESOLUTION NO. 2022-004
   A RESOLUTION of the City of Joplin, Missouri, stating the intent to pursue a Community Project Funding Request for various projects and committing to the completion of the projects as set forth in the grant requirements, if awarded.

   Documents:

   RESOLUTION 2022-004 SUMMARY SUPPORT FOR COMMUNITY PROJECT FUNDING REQUEST.PDF
   RESOLUTION 2022-004 SUPPORT FOR COMMUNITY PROJECT FUNDING REQUEST.PDF
   RESOLUTION 2022-004 COMMUNITY PROJECT REQUEST APRIL 2022 FOR CONGRESSMAN LONG.PDF

2. RESOLUTION NO. 2022-005
   A RESOLUTION authorizing the filing of a One Year Action Plan with the U.S. Department of Housing and Urban Development as required for use of the City of Joplin's Community Development Block Grant Program (Entitlement) and the Joplin Consortium HOME Investment Partnership Program for fiscal year 2022; and authorizing the City Manager to execute said Plan for and on behalf of the City of Joplin.

   Documents:

   RS 2022-005 SUMMARY.PDF
   RS 2022-005 ACTION PLAN.PDF
   RS 2022-005 .PDF

10. **Ordinances - Emergency**

1. COUNCIL BILL NO. 2022-353
   AN ORDINANCE approving the contract by and between the City of Joplin and Gator Demolition for the demolition of the structure(s) and clearing of a lot located at 217 N. Gray Ave. in the City of Joplin, Missouri, for Four Thousand Eight Hundred dollars ($4,800.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

   Documents:

   CB 2022-353 SUMMARY.PDF
   CB 2022-353 BIDS.PDF

CB 2022-353 PICTURES.PDF
CB 2021-353.PDF

2. COUNCIL BILL NO. 2022-354
AN ORDINANCE approving the contract by and between the City of Joplin and Gator Demolition for the demolition of the structure(s) and clearing of a lot located at 302 N. Sergeant Ave. in the City of Joplin, Missouri, for Four Thousand dollars ($4,000.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

Documents:

CB 2022-354 SUMMARY.PDF
CB 2022-354 BIDS.PDF
CB 2022-354 PICTURES.PDF
CB 2022-354.PDF

3. COUNCIL BILL NO. 2022-355
AN ORDINANCE approving the contract by and between the City of Joplin and Gator Demolition for the demolition of the structure(s) and clearing of a lot located at 709 W B St. in the City of Joplin, Missouri, for Four Thousand dollars ($4,000.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

Documents:

CB 2022-355 SUMMARY.PDF
CB 2022-355 BIDS.PDF
CB 2022-355 PICTURES.PDF
CB 2021-355.PDF

4. COUNCIL BILL NO. 2022-356
AN ORDINANCE approving the contract by and between the City of Joplin and Gator Demolition for the demolition of the structure(s) and clearing of a lot located at 223 S. Galena Ave. in the City of Joplin, Missouri, for Five Thousand One Hundred Twenty-seven dollars ($5,127.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

Documents:

CB 2022-356 SUMMARY.PDF
CB 2022-356 BIDS.PDF
CB 2022-356 PICTURES.PDF
CB 2021-356.PDF

5. COUNCIL BILL NO. 2022-400
AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and Joplin Economic Housing Development Initiative that pertains

to 2019 and 2020 HOME funds in the total amount not to exceed $563,000.00; authorizing the City Manager or his designee to execute same on behalf of the City of Joplin; and containing an emergency clause.

Documents:

CB 2020-400 SUMMARY.PDF
CB 2022-400 2020 CHDO CONTRACT.PDF
CB 2020-400.PDF

6. COUNCIL BILL NO. 2022-510
AN ORDINANCE approving the Real Estate Contract by and between the City of Joplin, Missouri, a Municipal Corporation, and Habitat for Humanity, for the sale of one parcel located at North Cox and Broadway Street, totaling approximately 6,600 square feet of land; and authorizing the City Manager to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

Documents:

CB 2022-510 SUMMARY LAND SALE N COX AND BROADWAY.PDF
CB 2022-510 MAP OF N COX AND BROADWAY.PDF
CB 2022-510 BID TABULATION N COX AND BROADWAY.PDF
CB 2022-510 LAND SALE ORDINANCE N COX AND BROADWAY.PDF
CB 2022-510 EXHIBIT A N COX AND BROADWAY REAL ESTATE CONTRACT.PDF

7. COUNCIL BILL NO. 2022-511
AN ORDINANCE approving the Real Estate Contract by and between the City of Joplin, Missouri, a Municipal Corporation, and Watered Gardens, for the sale of one parcel located at the 500 Block of South Kentucky Avenue, totaling approximately 11,964 square feet of land; and authorizing the City Manager to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

Documents:

CB 2022-511 SUMMARY LAND SALE 500 BLOCK SOUTH KENTUCKY.PDF
CB 2022-511 MAP OF 500 BLOCK OF SOUTH KENTUCKY.PDF
CB 2022-511 BID TABULATION 500 BLOCK S KENTUCKY.PDF
CB 2022-511 LAND SALE ORDINANCE 500 BLOCK OF KENTUCKY AVENUE.PDF
CB 2022-511 EXHIBIT A 500 BLOCK KENTUCKY REAL ESTATE CONTRACT.PDF

8. COUNCIL BILL NO. 2022-605
AN ORDINANCE approving the job description for Transit Driver III and the placement of the new position within the Salary Administration Plan for the City of Joplin; and containing an emergency clause.

Documents:

CB 2022-605 SUMMARY POSITION CHANGE.PDF
CB 2022-605 TRANSIT DRIVER III JOB DESCRIPTION.PDF
CB 2022-605 ORDINANCE POSITION CHANGE.PDF
CB 2022-605 EXHIBIT A SALARY ADMINISTRATION PLAN FOR UNCLASSIFIED AND CLASSIFIED.PDF

11. **Ordinances - First Reading**

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

13. **Unfinished Business**

14. **New Business**

    1. Vote To Go Into Closed Session, Which Shall Pertain To Legal Action, Causes Of Action, Or Litigation Including A Public Governmental Body And Any Confidential Or Privileged Communications Between A Governmental Body Or Its Representatives And Its Attorneys Pursuant To State Law, As Set Forth In Section 610.021 (1) RSMo, As Amended, 2020. This Meeting, Record, And Vote To Be Closed. Council Shall Adjourn At The End Of The Session.

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 14th day of April 2022, (RSMo 610.020)

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



Park Security Position

Increase Citizen Safety

City of Joplin

April 18,2022

City of Joplin Action Plan: Park Security Position

- City Manager's Listening Tour

In 2020, during the City Manager's Listening Tour, increasing citizen safety raised.

Listening Tour Respondent:

"Sometimes it doesn't feel safe to use the parks or take a walk in the neighborhood because of random individuals wondering through who are high, or at least acting like it."

City of Joplin Action Plan: Park Security Position

- Parks and Recreation Master Plan Study

In 2020, the City of Joplin conducted a Parks and Recreation Master Plan Study. There were five goals developed:

- #1 Develop Destinations
- #2 Improve Connectivity
- #3 Prioritize Safety
- #4 Educate the Masses
- #5 Cultivate Health and Wellness

Goal #3 was a result of the community survey which indicated that the number one barrier to Joplinites using their parks is a feeling of insecurity. It was recommended to develop a park ranger division within the department.

City of Joplin Action Plan: Park Security Position

→ Joplin Strategic Priorities

In 2021, Joplin City Council approved and adopted, “Joplin Strategic Priorities”, Action Plans. Within this document six goals were established.

- Improve community appearance
- Address declining neighborhoods
- Increase economic opportunities for all
- Address homelessness
- Reduce crime and increase safety
- Create and grow resilient revenue

City of Joplin Action Plan: Park Security Position

- Reduce Crime and Increase Safety

Within each goal there are several strategies to help address each goal. Under the goal “Reduce Crime and Increase Safety”, there are fifteen strategies.

Strategy number 14 is Park Security Position.

City of Joplin Action Plan: Park Security Position

- Park Security Position

Strategy 14: Create Park Security position in Parks Department to provide additional security for park properties.

Action Steps:

a. Research other communities park security position and job description
b. Determine if this will be full-time or part-time position
c. Develop a job description for Joplin

Desired Benefit/Outcome:

- Provide the ability to secure restrooms and other park amenities when parks are closed to the public
- Provide a sense of security for the public through visibility and presence of park security
- Provide the ability for information and education of our parks to residents when visiting, serving as “Park Ambassador”
- Serves as a liaison between the Parks Department and Police Department

City of Joplin Action Plan: Park Security Position

- Park Security Position Research

Through research, communities use this position differently depending on the size of the community and what they want to accomplish. Some communities use this position like a police officer. They are armed, they can arrest, and they can serve citations. Basically, an extension of the Police Department.

Other communities use them as a park ambassador. They are available to the public for information, they hold educational programs, they are an extension of the parks department where they can address mechancial issues. They would typically hold a professional unarmed certification.

City of Joplin Action Plan: Park Security Position

- Park Security Position
- Job Description

A small group, consisting of the City Manager, Police Chief, Human Resource Director, Finance Director, and Parks and Recreation Director, recommends a Park Security Officer serving as a Park Ambassador to meet the needs of our community.

A job description was developed. Some of the key job functions are listed below:

- Patrols municipal park areas and facilities to prevent and discover vandalism, unruly conduct, and other violations of municipal ordinances.
- Observes public gatherings; identifies violators; calls for police backup if involuntary detention or arrest is necessary.
- Responds to guest or staff accidents/injuries/complaints and completes all necessary reports to document the incident.
- Locks gates, park restrooms and check windows/doors after facilities close.
- Contact emergency personnel (Police/Fire/EMS) when needed.
- Develops and maintains good public relations with the public and law enforcement officers.
- Reports park maintenance issues or hazardous conditions to park maintenance staff.
- Provides general assistance to the public (directions, lost children, lost or loose animals, etc.)

City of Joplin Action Plan: Park Security Position

- Park Security Position
- Proposed Budget

Once the job description was completed, it was determined the position should be full-time. And to adequately patrol our parks and facilities seven days per week, two positions are required. Here is the proposed budget:

City of Joplin Action Plan: Park Security Position

- Park Security Position
- Proposed Budget

DESCRIPTION		PER PERSON EST ANNUAL COST	TOTAL EST ANNUAL COST
Full-Time		57,000	114,000
Wearing Apparel		500	1,000
Operational Supplies		500	1,000
Fuel, Oil & Diesel		2,500	5,000
Central Garage Repairs		1,500	3,000
Vehicle Cleaning		150	300
Travel Expense		1,000	2,000
Conferences & Seminars		500	1,000
Dues & Memberships		500	1,000
Liability Insurance		500	1,000
Sub-Total Ongoing Costs		64,650	129,300
Motor Vehicles		30,000	60,000
Operating Equipment-Radios		5,000	10,000
Sub-Total Capital Costs		35,000	70,000
Grand Total Year One		**99,650**	**199,300**

City of Joplin Action Plan: Park Security Position

- Action Plan Committee

During the first week of March 2022, the Park Security Position was presented to the Proposition Action Committee. After discussion, the position was supported by all committee members.

City of Joplin Action Plan: Park Security Position

→ Next Steps

The Park Security Position will be included in the Fiscal Year 2023 Budget for your review and approval.

However, these positions will not be filled (hired) until it is determined that there is sufficient use tax revenue.

Any Questions?

Job Description

Job Title:	Park Security Officer	Classification:	Classified
Department:	Parks and Recreation	Grade:	160
Occupational Group:	Safety Services	FLSA:	Non-Exempt
Status:	Full-Time	Supervisory:	No

Primary Purpose

Park Security Officer will serve as uniformed ambassadors representing the Parks and Recreation Department protecting the parks and facilities within the City of Joplin Parks system.

Essential Job Functions

Management reserves the rights to add, modify, change, or rescind the work assignments of different positions and to make reasonable accommodations so that qualified employees can perform the essential functions of the job. Regular and consistent attendance for the assigned work schedule is essential.

1. Patrols municipal park areas and facilities to prevent and discover vandalism, unruly conduct, and other violations of municipal ordinances.
2. Observes public gatherings; identifies violators; calls for police backup if involuntary detention or arrest is necessary.
3. Responds to guest or staff accidents/injuries/complaints and completes all necessary reports to document the incident.
4. Locks gates, park restrooms and check window/doors after facilities close.
5. Contact emergency personnel (Police/Fire/EMS) when needed.
6. Develops and maintains good public relations with the public and law enforcement officers.
7. Reports park maintenance issues or hazardous conditions to park maintenance staff.
8. Provides general assistance to the public (directions, lost children, lost or loose animals, etc.)
9. Assists with private/community events (parking, information, trail closures, etc.)
10. Explains park rules and regulations to public when needed.
11. Manages all Parks and Recreation security systems
    a. Portable surveillance cameras
    b. Data storage management
    c. Monitor system outages/repairs
12. Inspect, monitor, and report illegal camp sites on park property.
13. Monitor and respond to unlicensed motor vehicles (minibikes, ATV, etc.)
14. Make sure alcohol is not sold/consumed except where permitted.
15. Monitors facility and athletic reservations.
16. Close athletic fields due to cancellations and prohibit use of facilities when closed.
17. Ensure excessive noise compliance during park hours (park shelters, rental buildings, skate park, etc.).
18. Ensure animal compliance (dog off-leash) within the park system.
19. Assists with graffiti prevention.

Other Duties

- Write, maintain, and present detailed reports, noting any damages, theft, accidents, or other irregular activity.
- Assist in miscellaneous duties when required or instructed by supervisor, the following includes:
    a. Clean, sanitize and stock public restrooms as needed.
    b. Clear snow from sidewalks.
    c. Repair electrical and/or plumbing issues.
    d. Sweep and mop shelter floors as needed
    e. Collect trash within the park system (grounds, playgrounds, etc.).
    f. Perform minor repairs to playground equipment
    g. Paint over graffiti in prominent areas
- Performs other duties as assigned.

Minimum Qualifications

Knowledge of: Basic or commonly used rules, procedures or operations associated with law enforcement; knowledge of all park rules and regulations and municipal ordinances which regulate the use of the city's parks or the ability to acquire such knowledge during the probationary period; Microsoft Office Suite.

Ability to: Communicate effectively with a variety of people, answer questions and explain information courteously and tactfully with patrons; apply diversity, equity, inclusiveness, and all access lens to daily decision making; identify and prevent hazards, implement solutions, maintain safe environments; work independently and make independent judgements and decisions with minimal supervision; maintain a neat, professional appearance; establish and maintain effective working relationships with supervisor, other staff members, and the general public; communicate clearly and concisely via telephone and police radio; work evening and weekends

Education: Must be 18 years of age; High school diploma or GED equivalent

Experience: Former military, law enforcement and/or security experience (preferred)

Licenses and Certifications: Possess and maintain a valid state issued driver's license; current First Aid/CPR Certification or ability to obtain upon hire; private security professional unarmed certification or ability to obtain upon hire; basic pepper spray certification or ability to obtain upon hire

Physical Demands Requirements and Working Conditions

This position works predominantly in an outdoor environment. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator and to operate standard office equipment, as well as operate a variety of hand tools and equipment; vision to read printed materials and a computer screen; hearing and speech to communicate in-person and over the telephone or radio. Employees must possess the ability to lift, carry, push, and pull materials and objects weighing up to 100 pounds, or heavier with the proper use of equipment. Must possess the ability to operate a motor vehicle; strength, stamina, and mobility to perform light to heavy physical work in confined spaces; operate a variety of hand and power tools and equipment. Employees working indoors are exposed to moderate noise levels,

controlled temperature conditions, and no direct exposure to hazardous physical substances. When working outdoors, employees may be exposed to loud noise levels, cramped spaces and conditions, and mechanical hazards associated with equipment and other hazards due to working around the public. Employees may interact with upset members of the public or their representatives while enforcing departmental policies and procedures.

Miscellaneous Requirements

Requires successful post-offer completion of a background investigation, physical exam, and drug test as a condition of employment with the City of Joplin.

Revision Date: TBD	Type of Change: New Position
Revision details: Position is being created as the result of the Action Plans.	

CITY OF JOPLIN
ACTION PLAN PRIORITIZATION

Action Plan	GOAL	STRATEGY	RANK	FUNDING SOURCE	STATUS
Reduce Number of Vacant & Dangerous Buildings	Address Declining Neighborhoods	Strategy - 6	1.1	General	New
Neighborhood Improvement Zone	Address Declining Neighborhoods	Strategy - 2	1.3	General	New
Review Building Codes	Improve Community Appearance	Strategy - 5	1.4	General	Partially in Progress
Annexation	Increase Economic Development	Strategy - 1	1.4	General	In Progress
Modernize Revenue Sources	Resilient Revenue	Strategy - 1	1.4	General	In Progress
Review Zoning Codes	Improve Community Appearance	Strategy - 3	1.5	General	In Progress
Maintain City Properties	Address Homelessness	Strategy - 2	1.5	General	In Progress
Homeless Service Provider Dialogue	Address Homelessness	Strategy - 4	1.5	General	In Progress
Housing Revitilization Plan	Address Declining Neighborhoods	Strategy - 1	1.5	General	Partially in Progress
Joplin Homeowners Assistance Program	Address Declining Neighborhoods	Strategy - 9	1.5	General	New
Rental Property Inspection & Permitting	Address Declining Neighborhoods	Strategy - 11	1.5	General	New
Positive Marketing of City	Increase Economic Development	Strategy - 3	1.5	General	New
Smart Cities	Increase Economic Development	Strategy - 4	1.5	General/TST/Grants	Partially in Progress
Maintain Private Properties	Address Homelessness	Strategy - 3	1.5	General	New
Home Repair Program	Address Declining Neighborhoods	Strategy - 4	1.6	General	New
Review Signage Codes	Improve Community Appearance	Strategy - 4	1.7	General	Partially in Progress
Beautification Study	Improve Community Appearance	Strategy - 6	1.7	General	New
Operational Assessment	Increase Economic Development	Strategy - 2	1.8	General	In Progress
Vacant Lot Inventory	Address Declining Neighborhoods	Strategy - 7	1.9	General	In Progress
Review Other City Codes	Address Declining Neighborhoods	Strategy - 3	2.1	General	In Progress
Litigation Tools	Address Declining Neighborhoods	Strategy - 12	2.1	General	In Progress
Adopt-A-Street	Improve Community Appearance	Strategy - 1	2.2	General	New
Donation Education	Address Homelessness	Strategy - 1	2.2	General	New
Public Art Incentives	Improve Community Appearance	Strategy - 8	2.3	General	New
County Lot Transfer Program	Address Declining Neighborhoods	Strategy - 8	2.3	General	New
Tenant Bill of Rights	Address Declining Neighborhoods	Strategy - 13	2.3	General	In Progress
Museum and Cultural District	Resilient Revenue	Strategy - 2	2.3	General	New
Residence & Business of the Month	Improve Community Appearance	Strategy - 2	2.7	General	New
Recruitment and Retention	Reduce Crime & Increase Safety	Strategy - 11	1.1	Public Safety	In Progress
Adequate Staffing	Reduce Crime & Increase Safety	Strategy - 15	1.2	Public Safety	New
Fire Safety (Reduced Response Time)	Reduce Crime & Increase Safety	Strategy - 13	1.4	Public Safety	New
Community Outreach & Education	Reduce Crime & Increase Safety	Strategy - 1	1.4	Public Safety	In Progress
Drug Enforcement	Reduce Crime & Increase Safety	Strategy - 10	1.4	Public Safety	In Progress
Traffic Safety	Reduce Crime & Increase Safety	Strategy - 2	1.5	Public Safety	New
Community Engagement	Reduce Crime & Increase Safety	Strategy - 4	1.5	Public Safety	In Progress
Police Visibility	Reduce Crime & Increase Safety	Strategy - 5	1.5	Public Safety	In Progress
Habitual Offender Identification	Reduce Crime & Increase Safety	Strategy - 8	1.7	Public Safety	In Progress
Technology	Reduce Crime & Increase Safety	Strategy - 6	1.8	Public Safety	In Progress

Training and Assistance	Reduce Crime & Increase Safety	Strategy - 3	2.0	Public Safety	New
Analytics	Reduce Crime & Increase Safety	Strategy - 7	2.3	Public Safety	New
Develop Phased Approach	Address Declining Neighborhoods	Strategy - 10	2.1	General/Public Safety	New
Facilities	Reduce Crime & Increase Safety	Strategy - 9	2.5	General/Public Safety	Partially in Progress
Downtown CID	Downtown Joplin Alliance	Strategy - 1	1.9	N/A	N/A
Business Accelerator Program	Downtown Joplin Alliance	Strategy - 2	2.2	N/A	N/A
Park Security Position	Reduce Crime & Increase Safety	Strategy - 14	1.3	Parks/SW Sales Tax	New
Environmental Design of Public Properties	Reduce Crime & Increase Safety	Strategy - 12	2.2	Parks/SW Sales Tax	In Progress
City Properties Maintained	Address Declining Neighborhoods	Strategy - 5	1.5	TST/Parks/SW	In Progress
Complete Streets	Improve Community Appearance	Strategy - 7	1.3	TST/CIP	In Progress
Limb Drop Off	Improve Community Appearance	Strategy - 9	2.8	TST	New

Key:

In Progress: No Additional Resources Required or Included in FY 2022 Budget

Partially In Progress: Some Additional Resources Required; Partially Complete with exisiting Resources

New: Yet to be Completed

JOPLIN CITY COUNCIL
APRIL 4, 2022
MEETING MINUTES

CALL TO ORDER

The April 4, 2022, regular meeting of the Joplin City Council was called to order at 6:00 p.m. by Mayor Ryan Stanley.

INVOCATION was read by City Clerk Holly Nagy.

PLEDGE OF ALLEGIANCE TO THE UNITED STATES OF AMERICA was led by the VFW Post 5293 Joplin South.

ROLL CALL

Answering Roll Call were Council Members: Charles Copple, Keenan Cortez, Doug Lawson, Anthony Monteleone, Diane Reid Adams, Gary Shaw, Mayor Ryan Stanley, Phil Stinnett, and Christina Williams. Also, in attendance were City Manager Nick Edwards and City Attorney Peter Edwards.

PRESENTATIONS

1. VFW Post 5293 Joplin South Awards Presentation

Jeremie Humphrey and Det. Jason Sandbothe were recognized.

2. Retirement Resolution – David Hertzberg

David Hertzberg was recognized for his retirement after 40 years of service to the City of Joplin.

3. Fair Housing Month Proclamation

FINALIZATION OF CONSENT AGENDA

REPORTS AND COMMUNICATIONS

News from the Public Information Office

Leaves, yard waste, trash, recycling! These are important topics relating to Solid Waste Management of a city, and Joplin staff members are asking residents how they'd like to see these items managed in the City of Joplin. This is the first step in developing a Solid Waste Master Plan to help achieve diversion goals while working to improve customer satisfaction with solid waste services and plan for necessary infrastructure for the next 20 years.

Public involvement is essential to developing this plan and we invite our citizens to the Public Meetings on Wednesday, April 6. There are two sessions to choose from: an afternoon time of 2 to 4 PM or an early evening from 5 to 7 PM. The sessions will be

held here in the Council Chambers of City Hall, and citizens can arrive anytime throughout the duration of these meetings.

The public can view informational displays, discuss these issues with staff and our consultant as well participate in a couple of survey boards at the Open House.
If unable to attend the public meetings, citizens can voice their preferences and priorities through a simple survey www.surveymonkey.com/r/JoplinSWMP
Information about the survey and public meetings are posted on the City's website and Facebook page.

Speaking of the City's waste management services – the City's Tree Limb Drop Off will be open on the third Friday and Saturday this month, which is April 15 and 16, for people to drop off their limbs and brush they may have gathered during yard work. The site will be open from 8:30 a.m. to 2 p.m. at 1702 N. Schifferdecker. This is about a half-mile north of Belle Center Road.

The drop-off site will be open every third Friday and Saturday through October.

CITIZEN REQUESTS AND PETITIONS

-Margey Upson requested to speak on Part 2
-Matt Lenhart requested to speak regarding police support.
-Pastor Britton Fields and Pastor Rick Flinn request to speak on recent events.

PUBLIC HEARINGS

Public Hearing Procedures were read by City Clerk Holly Nagy

PUBLIC HEARING FOR COUNCIL BILL NO. 2022-257
Mayor Stanley opened the Public Hearing.

No one spoke in favor or in opposition to this item.

The Public Hearing was closed.

COUNCIL BILL NO. 2022-257
Mr. Stinnett introduced Council Bill No. 2022-257 – AN ORDINANCE approving the voluntary annexation by the Council of the City of Joplin, Missouri, of property located 1949 Snowberry Lane, Joplin, Jasper County, Missouri. Motion by Mr. Stinnett, second by Mr. Lawson that Council Bill No. 2022-257 be placed on First Reading and passed. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, and Stinnett, 8. Nays: 0. Abstained: Williams, 1. The Bill was read as Council Bill No. 2022-257.

PUBLIC HEARING FOR COUNCIL BILL NO. 2022-258
Mayor Stanley opened the Public Hearing.

No one spoke in favor or in opposition to this item.

The Public Hearing was closed.

COUNCIL BILL NO. 2022-258:

Mr. Cortez introduced Council Bill No. 2022-258 - AN ORDINANCE providing to vacate approximately 150 feet of S. Picher Ave. south of Junge Blvd., City of Joplin, Jasper County, Missouri. Motion by Mr. Cortez, second by Mr. Copple that Council Bill No. 2022-258 be placed on First Reading and passed. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and Williams, 9. Nays: 0. The Bill was read as Council Bill No. 2022-258.

PUBLIC HEARING FOR COUNCIL BILL NO. 2022-259

Mayor Stanley opened the Public Hearing.

No one spoke in favor or in opposition to this item.

The Public Hearing was closed.

COUNCIL BILL NO. 2022-259:

Mr. Monteleone introduced Council Bill No. 2022-259 AN ORDINANCE approving the voluntary annexation by the Council of the City of Joplin, Missouri, of property located 4005 W. 32nd Street, Joplin, Newton County, Missouri. Motion by Mr. Monteleone, second by Mr. Stinnett that Council Bill No. 2022-259 be placed on First Reading and passed. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and Williams, 9. Nays: 0. The Bill was read as Council Bill No. 2022-259.

PUBLIC HEARING FOR COUNCIL BILL NO. 2022-260

Mayor Stanley opened the Public Hearing.
No one spoke in favor or in opposition to this item.

The Public Hearing was closed.

COUNCIL BILL NO. 2022-260:

Mr. Lawson introduced Council Bill No. 2022-260 AN ORDINANCE approving the voluntary annexation by the Council of the City of Joplin, Missouri, of property located 3031 N Arizona Ave., Joplin, Jasper County, Missouri. Motion by Mr. Lawson, second by Mr. Shaw that Council Bill No. 2022-260 be placed on First Reading and passed. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and Williams, 9. Nays: 0. The Bill was read as Council Bill No. 2022-260.

PUBLIC HEARING FOR COUNCIL BILL NO. 2022-261

Mayor Stanley opened the Public Hearing.

Residents that spoke against this item:

Aaron Smith
Matt Lenhart

The Public Hearing was closed.

COUNCIL BILL NO. 2022-261

Mr. Monteleone introduced Council Bill No. 2022-261 - AN ORDINANCE approving the voluntary annexation by the Council of the City of Joplin, Missouri, of property located in Summit Ridge Plat 1- All lots number One (1) thru Sixty (60) Joplin, Newton County, Missouri. Motion by Mr. Monteleone, second by Mr. Cortez that Council Bill No. 2022-261 be placed on First Reading and passed. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and Williams, 9. Nays: 0. The Bill was read as Council Bill No. 2022-261.

PUBLIC HEARING FOR COUNCIL BILL NO. 2022-262

Mayor Stanley opened the Public Hearing.

No one spoke in favor or in opposition to this item.

The Public Hearing was closed.

COUNCIL BILL NO. 2022-262:

Mr. Lawson introduced Council Bill No. 2022-262 - AN ORDINANCE approving the voluntary annexation by the Council of the City of Joplin, Missouri, of property located 3110 S. Catnip Ln., Joplin, Jasper County, Missouri. Motion by Mr. Lawson, second by Mr. Copple to approve Council Bill No. 2022-262 be placed on First Reading and passed. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and Williams, 9. Nays: 0. The Bill was read as Council Bill No. 2022-262.

PUBLIC HEARING FOR COUNCIL BILL NO. 2022-263

Mayor Stanley opened the Public Hearing.

No one spoke in favor or in opposition to this item.

The Public Hearing was closed.

COUNCIL BILL NO. 2022-263:

Mr. Lawson introduced Council Bill No. 2022-263 - AN ORDINANCE approving the voluntary annexation by the Council of the City of Joplin, Missouri, of property located Northeast Corner of S. Range Line Rd. and Saginaw Rd. Joplin, Jasper County, Missouri. Motion by Mr. Lawson, second by Mr. Shaw to strike Council Bill No. 2022-263 Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and Williams, 9. Nays: 0. Council Bill No. 2022-263 was stricken.

CONSENT AGENDA

Motion by Mr. Cortez, second by Mr. Lawson to approve the Consent Agenda. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and Williams, 9. Nays: 0.

Minutes Of March 21, 2022, City Council Meeting

COUNCIL BILL NO. 2022-114 - AN ORDINANCE approving an Agreement and Work Authorization with Olsson in the not to exceed amount of One Hundred Fifty-Eight Thousand Eight Hundred and 00/100 dollars ($158,800.00) for professional engineering services for the development of a Capital Improvements Program (CIP) Masterplan and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin. **Ordinance No. 2022-042**

COUNCIL BILL NO. 2022-115 - AN ORDINANCE adopting parklet policies and procedures.
Ordinance No. 2022-043

COUNCIL BILL NO. 2022-117 - AN ORDINANCE approving an Agreement and Work Authorization with CJW Transportation Consultants, LLC (CJW) in the not to exceed amount of One Hundred Ten Thousand One Hundred Fifty-One and 00/100 dollars ($110,151.00) for professional engineering consulting services for the Joplin Signal System Study; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin. **Ordinance No. 2022-044**

RESOLUTIONS

ORDINANCES – EMERGENCY

COUNCIL BILL NO. 2022-350

Dr. Reid Adams introduced Council Bill No. 2022-350 - AN ORDINANCE approving the contract by and between the City of Joplin and B&D Yardbuilders for the demolition of the structure(s) and clearing of lot area located at 2328 Main St. in the City of Joplin, Missouri, for Three Thousand Four Hundred and Four 00/100 Dollars ($ 3,404.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause. Motion by Dr. Reid Adams, second by Mr. Monteleone that Council Bill No. 2022-350 be passed on an emergency basis. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and Williams, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2022-045**.

COUNCIL BILL NO. 2022-351

Mr. Stinnett introduced Council Bill No. 2022-351 - AN ORDINANCE approving the contract by and between the City of Joplin and B&D Yardbuilders for the demolition of the structure(s) and clearing of lot area located at 323 N. Mineral Ave. in the City of

Joplin, Missouri, for Three Thousand Four Hundred Four and 00/100 Dollars ($ 3,404.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause. Motion by Mr. Stinnett, second by Mr. Copple that Council Bill No. 2022-351 be passed on an emergency basis. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and Williams, 9. Nays: 0. The Council Bill was declared adopted and entitled
Ordinance No. 2022-046.

COUNCIL BILL NO. 2022-352
Mr. Copple introduced Council Bill No. 2022-352 - AN ORDINANCE approving the contract by and between the City of Joplin and Gator Demolition for the demolition of the structure(s) and clearing of lot area located at 213 E 14TH St. in the City of Joplin, Missouri, for Three Thousand Eight Hundred and 00/100 Dollars ($3,800.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause. Motion by Mr. Copple, second by Mr. Cortez that Council Bill No. 2022-352 be passed on an emergency basis. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and Williams, 9. Nays: 0. The Council Bill was declared adopted and entitled
Ordinance No. 2022-047.

COUNCIL BILL NO. 2022-509
Mr. Copple introduced Council Bill No. 2022-509 - AN ORDINANCE approving the First Amendment to Cooperative Agreement among the City of Joplin, Missouri, the 32nd Street Place Community Improvement District, and Woodsonia Joplin, LLC; authorizing the City Manager to execute said Amendment on behalf of the City of Joplin; and containing an emergency clause. Motion by Mr. Copple, second by Dr. Reid Adams that Council Bill No. 2022-509 be passed on an emergency basis. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and Williams, 9. Nays: 0. The Council Bill was declared adopted and entitled
Ordinance No. 2022-048.

COUNCIL BILL NO. 2022-604
Mr. Cortez introduced Council Bill No. 2022-604 - AN ORDINANCE approving a Recruitment Incentive Program designed to attract police applicants and containing an emergency clause. Motion by Mr. Cortez, second by Dr. Lawson that Council Bill No. 2022-604 be passed on an emergency basis. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and Williams, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2022-049**.

ORDINANCES – FIRST READING

COUNCIL BILL NO. 2022-120
Mr. Copple introduced Council Bill No. 2022-120 - AN ORDINANCE approving an Agreement with SFS Architecture in the not to exceed amount of One Hundred Ninety-Nine Thousand Eight Hundred Eighty and 00/100 dollars ($199,880.00) for professional

consulting services for the development of a City of Joplin Facilities Masterplan and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin. Motion by Mr. Copple, second by Mr. Cortez to pass Council Bill No. 2022-120 on First Reading and advance to Second and Third Reading. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley,
and Stinnett, 8. Nays: 0. Abstained: Williams, 1. The bill was read as **Council Bill No. 2022-120.**

COUNCIL BILL NO. 2022-264

Mr. Lawson introduced Council Bill No. 2022-264 - AN ORDINANCE establishing grades and accepting the Final Plat of Drury 2nd Subdivision located at the Northeast Corner of S. Range Line Rd. and E. 36th St. City of Joplin, Jasper County, Missouri. Motion by Mr. Lawson, second by Mr. Monteleone to pass Council Bill No. 2022-264 on First Reading and advance to Second and Third Reading. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, and Stinnett and Williams, 9. Nays: 0. The bill was read as **Council Bill No. 2022-264.**

COUNCIL BILL NO. 2022-508

Mr. Monteleone introduced Council Bill No. 2022-508 - AN ORDINANCE repealing Section 106-62, Plan Review and Permit Fees, Article III, Improvement Permits, of Chapter 106, Streets, Sidewalk and Other Public Places, of the Code of Ordinances of the City of Joplin and enacting in lieu thereof a new Section 106-62, Plan Review and Permit Fees, Article III, Improvement Permits, of Chapter 106, Streets, Sidewalks and Other Public Places, of the Code of Ordinances of the City of Joplin to implement certain fee changes; and setting a date when this Ordinance shall become effective. Motion by Mr. Monteleone, second by Mr. Cortez to pass Council Bill No. 2022-508 on First Reading and advance to Second and Third Reading. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, and Stinnett and Williams, 9. Nays: 0. The bill was read as **Council Bill No. 2022-508**.

COUNCIL BILL NO. 2022-603

Mr. Copple introduced Council Bill No. 2022-603 - AN ORDINANCE approving an UPGRADE agreement by and between the City of Joplin and Central Square Technologies, LLC., to cover the annual software payment and related conversion fees for the Public Safety software and related systems as budgeted in the Annual Budget of the City of Joplin for the Fiscal Year 2021-2022 as adopted by Council Bill 2021-523 on October 18, 2021. Motion by Mr. Copple, second by Mr. Cortez to pass Council Bill No. 2022-603 on First Reading and advance to Second and Third Reading. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, and Stinnett and Williams, 9. Nays: 0. The bill was read as **Council Bill No. 2022-603.**

SECOND AND THIRD READING

COUNCIL BILL NO. 2022-119

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

by and between the City of Joplin and Matrix Consulting Group, Ltd. to perform a Benchmark Study in the not to exceed amount of Ninety-Nine Thousand and 00/100 Dollars ($99,000.00) for consulting services; authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; on an emergency basis. Motion by Mr. Cortez, second by Mr. Monteleone to pass Council Bill No. 2022-119 be passed on second reading, advance to third reading and pass. Voting in favor were Council Members: Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, and Stinnett and Williams, 8. Nays: Copple, 1. The Council Bill was declared adopted and entitled **Ordinance No. 2022-050**.

UNFINISHED BUSINESS

NEW BUSINESS

There was one request to address Council at this time.

- Eileen Donnelly

Mr. Monteleone would like to review ways to honor fallen officers in a more public way.

Mr. Copple would like to follow up inspection on house removed at the 500 blk of Porter. A giant hole has been left behind and is a safety concern. Mr. Copple has received complaints regarding the City website. Mr. Copple would like to address the use of paper time sheets. Mr. Copple would like to see a vehicle masterplan.

The meeting was adjourned at 8:29 p.m.

Respectfully,

Holly Nagy, City Clerk

JOPLIN CITY COUNCIL
SPECIAL MEETING MINUTES
APRIL 11, 2022

CALL TO ORDER

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

Invocation was read by City Clerk Holly Nagy

Flag salute was led by Diane Reid Adams and Anthony Monteleone

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 11, 2022 in the Council Chambers of City Hall, 602 S. Main Street, Joplin, Missouri, for the purpose of receiving the official report of the April 5, 2022 General Municipal Election; administering the Oaths of Office of the newly elected council members; and electing the 2022-2024 Mayor and Mayor Pro Tem.

ROLL CALL: PRESENT: Charles Copple, Keenan Cortez, Doug Lawson, Anthony Monteleone, Diane Reid Adams, Gary Shaw, Mayor Ryan Stanley, Phil Stinnett, and Christina Williams. Also, in attendance were City Manager Nick Edwards and City Attorney Peter Edwards.

RESULTS OF THE APRIL 5, 2022, GENERAL MUNICIPAL ELECTION

The City Clerk's office has received the official returns of the April 5, 2022 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

Kate Spencer	2,812
Brian J. Evans	2,326
Doug Lawson	2,607
Josh DeTar	2,339
Jon Thomas Buck	1,368

For Zone I Council Member

Gary Shaw	3,651

For Zone IV Council Member

Diane Reid Adams	1,995
Mark Farnham	2,307

Question 1 for Memorial Hall Failed with 2,124 voters voting Yes and 2,586 voters voting No.

For the record 4,758 persons voted in this general municipal election.

Kate Spencer, Doug Lawson and Josh DeTar are the candidates that received the greatest number of votes for Office of General Council Member and are declared elected to a four-year term.

Gary Shaw is the candidate who received the greatest number of votes for Office of Zone I Councilmember and declared elected to a four-year term.

Mark Farnham is the candidate who received the greatest number of votes for Office of Zone 4 Council Member and is declared elected to a four -year term.

Respectfully submitted, Holly Nagy, City Clerk

Motion by Mr. Monteleone, second by Mr. Copple to approve the April 5, 2022, general municipal election results. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and Williams, 9. Nays: 0.

RECOGNITION FOR OUTGOING COUNCIL MEMBERS

Mayor Stanley recognized outgoing Council Members Diane Reid Adams and Anthony Monteleone with an appreciation plaque for their years of service on the Joplin City Council. Dr. Reid Adams served from April 2018 to April 2022 as Zone IV council member. Mr. Monteleone served from May 2018 to April 2022 as the general council member.

RECOGNITION FOR MAYOR STANLEY

Mayor Pro Tem Keenan Cortez recognized outgoing mayor Ryan Stanley for his service to the city and community as general council member from April 2014-April 2016, Mayor Pro Tem from April 2016- June 2020 and Mayor from 2020-2022. Mr. Cortez presented Mr. Stanley 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 Stanley's inauguration.

NEW BUSINESS

Adjourn Sine Die of the current Council.

Mayor Stanley closed the Joplin City Council meeting. Outgoing council members Diane Reid Adams, Anthony Monteleone and Ryan Stanley 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/4 yrs.: Kate Spencer
General Council Member/4 yrs: Doug Lawson
General Council Member/4 yrs.: Josh DeTar
Zone I Council Member/4 yrs.: Gary Shaw
Zone IV Council Member/ 4 yrs: Mark Farnham

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. Shaw nominated Doug Lawson. Mr. Copple nominated Keenan

Cortez. No other nominations were made. Voting in favor of Mr. Lawson were Council Members: DeTar, Farnham, Lawson, Shaw, Stinnett and Spencer, 6. Voting in favor of Mr. Cortez were Council Members: Copple, Cortez, and Williams, 3.

Mr. Lawson was declared Mayor.

Election of Mayor Pro Tem

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

Mr. Stinnett nominated Gary Shaw. Dr. Farnham nominated Kate Spencer.

Ms. Williams nominated Keenan Cortez.

Voting in favor of Gary Shaw were Council Members: Lawson, Shaw and Stinnett, 3.

Voting in favor of Kate Spencer were Council Members: Farnham, 1.

Voting in favor of Keenan Cortez were Council Members: Copple, Cortez, DeTar, Spencer and Williams, 5.

Mr. Cortez was declared Mayor Pro Tem.

Mayor Lawson stated he appreciates confidence of Council to serve as mayor. He expressed his thanks and appreciation to Diane Reid Adams, Anthony Monteleone and Ryan Stanley for their service and dedication to the city and community during their time on the city council.

There being no further business to come before council the meeting was adjourned at 6:30 p.m.

Respectfully submitted,

Holly Nagy, City Clerk

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2022-120 Agreement with SFS Architecture for professional consulting services for the development of a City of Joplin Facilities Masterplan

MEETING DATE
April 4, 2022

ORIGINATING DEPT
Public Works-Engineering

ATTACHMENTS
Council Bill 2022-120; Agreement; Scoring Summary; Facilities List

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

SUMMARY
This Council Bill authorizes the City Manager or his designee to approve an agreement with SFS Architecture in the not to exceed amount of One Hundred Ninety-Nine Thousand Eight Hundred Eighty and 00/100 dollars ($199,880.00) for professional consulting services for the development of a City of Joplin Facilities Masterplan

BACKGROUND
The City of Joplin currently owns and/or maintains over 50 facilities, which include but are not limited to City Hall, the City Justice Center (which houses the City Police, Fire and Municipal Court System), Public Works Center (PWC) Facilities, Fire Stations, Parks Facilities, MAPS/Transit System Facilities, Airport Facilities, City Police & Fire Training Facility, Wastewater Treatment Facilities, Joplin Public Library, Joplin Senior Center, Joplin Museum Complex, Memorial Hall, Joplin Recycling Center, and multiple other facilities.

On February 5th, 2022, City Staff published a Request for Qualifications for professional architectural/engineering services for the development of a City of Joplin Facilities Masterplan, with statements of qualifications from interested consultants due on February 23rd. The City received one response to the RFQ, from the team of SFS Architecture and Corner Greer & Associates (CGA) Architects. The qualification statement received was reviewed and scored by a team of City staff comprised of Public Works, Facilities Maintenance, Fire Department and Parks and Recreation personnel. Based on the scoring, it was determined that SFS Architecture was qualified to provide the requested services. A scoping meeting was held with SFS and CGA to determine the scope of work to be included in this agreement.

The Facilities Masterplan will be limited to 29 City Facilities at this time, and will include an assessment of each facility, cataloged and delivered via a facilities management software platform that can be added to and updated by the City moving forward. Recommendations for required maintenance staffing and annual budgeting will be included for each facility, and a space needs assessment will be provided for City Hall as well.

Funds for the Facilities Masterplan were included in the FY2021/22 Capital Improvements Sales Tax Fund budget that was approved by Council.

In addition, the consultant will also provide an in-depth feasibility study for the City Justice Center. The Justice Center facility was constructed in 1967, and currently houses Fire Station 1, Fire Administration offices, Emergency Management, Emergency Communications/Dispatch, Municipal Court, City Prosecutor's office, Municipal Jail facilities, and the Police Department. Along with assessing the Justice Center facility itself, SFS will also hold multiple staff engagement meetings with all departments currently located in the facility to prepare a programming and space needs assessment, to be used in determining the feasibility of the use of the facility moving forward. Funds for the Justice Center Feasibility Study were included in the FY2021/22 General Fund budget that was approved by Council.

FUNDING SOURCE

Capital Improvement Sales Tax; General Fund

RECOMMENDATION

Staff recommends adoption of this Council Bill on first reading.

FACILITIES RESPONSIBILITIES
MASTER PLAN

The following is a list of facilities and structures maintained by the Public Works Facility Maintenance Division

1)	City Hall (602 S. Main St.)		built:1910-2005	62,000 sqft
2)	Dr. Donald E Clark Justice Center (303 E. 3rd St.)		built:1967	54,670 sqft
3)	Police garage (313 E. 3rd St.)		built:1980	2,000 sqft
4)	Evidence building (313 E. 3rd St.)		built 2006	3,000 sqft
5)	PWC (1301 W. 2nd St.)	Office	built 1981	2,000 sqft
6)	PWC (1301 W 2nd St.)	Central Garage	built 1981	12,800 sqft
7)	PWC (1301 W 2nd St.)	Vehicle Barn	built 1993	18,000 sqft
8)	PWC (1301 W 2nd St.)	Sign/Signal Shop	built 1989	9,000 sqft
9)	PWC (1301 W 2nd St.)	Sewer Maint.	built 1989	9,000 sqft
10)	PWC (1301 W 2nd St.)	Salt Dome	built 1994	8,200 sqft
11)	PWC (1301 W 2nd St.)	loafing sheds	built 1994	4,775 sqft
12)	Health/WIC department	(321 E.4th)	built 2006	14,687 sqft
13)	Records Storage Facility	(509 Kentucky)	built 1992	3,750 sqft
14)	Old Public Library Building	(300 Main St.)	built 1980	32,000sqft
15)	Public Safety Training Center		Built 2016	21,824 sq ft
16)	Joplin Senior Center (2616 Picher Ave.)		built2017	13,445 sqft
17)	Fire Station #2 (2825 W. Junge Blvd.)		built 2013	7,200 sqft
18)	Fire Station #3 (2717 Newman Rd.)		built 1980	3,600 sqft
19)	Fire Station #4 (3402 Hearns Blvd.)		built 2013	6,800 sqft
20)	Fire Station #5 (3223 Texas)		built 1982	3,850 sqft
21)	Fire Station #6 (5302 w 32nd St.)		built 2012	9,600 sqft
22)	Maps/RV-III facility (123 Main)		built 1972	10,000sqft
23)	Maps trolley storage/office (130 N. Porter)		built 2010	3,230 sqft
24)	Maps Trolley Storage (1301 W 2nd St.)		built 1996	4,000 sqft
25)	Old GA terminal (Dennis Weaver Dr.)	Airport	built 1947/1980	32,000 sqft
26)	New Terminal (7331 N. Hwy 43)	Airport	built 2009	27,500sqft
27)	Tower /Base facility (Colonial Dr.)	Airport	built 2009	10,000sqft
28)	Fire Station Dennis Weaver Dr.)	Airport	built 1975	2,400sqft
29)	Facility Maintenance also provides services as needed for the following:			
Joplin Public Library (1901 E. 20th)			built 2017	52,000 sqft

Facilities Masterplan RFQ Scoring Sheet

	Max Score	Scorer	SFS/CGA
Concept and Responsiveness to City's Request. Responsiveness of the written response in clearly stating an understanding of the work to be performed as outlined in the scope of service.	**20**	1	18
		2	18
		3	19
		4	20
		5	15
		6	20
		Subtotal	**18.33333333**
Consultant's Relevant Experience. The Firm's overall experience with similar projects.	**20**	1	18
		2	19
		3	18
		4	20
		5	20
		6	20
		Subtotal	**19.16666667**
Project Team - Qualifications of staff to be assigned, education, position in firm and years experience will be considered.	**20**	1	19
		2	18
		3	19
		4	20
		5	20
		6	20
		Subtotal	**19.33333333**
Approach - Accessibility to client, familiarity with the area, proximity to the client, client/consultant relationship and general approach to project.	**40**	1	38
		2	39
		3	39
		4	40
		5	35
		6	40
		Subtotal	**38.5**

Score	**95.33333333**

AGREEMENT
FOR CONSULTING SERVICES

THIS AGREEMENT is made and entered into this _____ day of _____, 2022, by and between the City of Joplin, Missouri, a Missouri Municipal Corporation, hereinafter referred to as "City," and SFS Architecture, hereinafter referred to as "Consultant," and with City and Consultant being referred to collectively as "the Parties."

WITNESSETH:

WHEREAS, City desires to engage Consultant to perform the services described in Request for Qualifications for City of Joplin Facilities Masterplan, attached hereto and incorporated by reference as Exhibit A; and

WHEREAS, Consultant submitted a Statement of Qualifications on February 23, 2022, and its proposal dated March 25, 2022, attached hereto and incorporated by reference as Exhibit B; and

WHEREAS, Consultant has become the lowest and best Offeror for performing said services.

NOW, THEREFORE, in exchange for valuable consideration each received from the other, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

1. Scope of Work and Payment.

a. City agrees to engage Consultant for performance, and Consultant agrees to perform, the services described in Exhibit A within 5 months from the project kickoff meeting.

b. The services of Consultant shall commence only as authorized in writing by City and shall be undertaken and completed as promised by Consultant as described in Exhibit B.

c. City agrees to pay Consultant in accordance with the prices and terms set forth in Exhibit B for work authorized by City upon presentation of proper invoice and inspection by City of work completed by Consultant. However, in no event shall the total payment for the scope of work exceed $199,880.00.

d. All information, data, and reports as are existing, available, and necessary for the carrying out of the work, shall be furnished to Consultant without charge, and the Parties shall cooperate with each other in every way possible in carrying out the scope of services.

e. Consultant shall fully coordinate its activities in the performance of this contract with the activities of City.

f. Consultant represents that Consultant will secure the following at Consultant's own expense: all personnel required to perform the services called for under this contract by Consultant. Such personnel shall not be employees of or have any contractual relationship with City except as employees of Consultant. All the services required hereunder will be performed by Consultant or under Consultant's direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services. None of the work or services covered by this contract shall be subcontracted without the written approval of City.

2. Amendments. The covenants and obligations herein contained are the full and complete terms of this Agreement, and no alteration, amendments, or changes to such terms shall be binding unless first reduced to writing and executed with the same formality as this Agreement.

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

4. Attorney's Fees and Expenses. If City files suit in order to enforce any term of this Agreement and is the prevailing party, Consultant shall be liable for City's reasonable attorney's fees and expenses. In no event shall City be liable for Consultant's reasonable attorney's fees and expenses.

5. Binding Effect. This Agreement shall be binding upon the parties hereto, their heirs, executors, administrators, legal representatives, successors, and assigns, and shall be binding in the event of the death or legal disability of the parties. Provided, however, that nothing in this paragraph shall be construed as a consent by City to any assignment of this Agreement or any interest therein by Consultant.

6. Choice of Law and Venue. This Agreement has been made, and its validity, performance and effect shall be determined, in accordance with the laws of the State of Missouri and venue for litigation between the parties shall be solely and exclusively in Jasper County, Missouri.

7. Compliance with Laws. Consultant shall observe and comply with all Federal, State, and local laws and ordinances that affect those employed or engaged by it on the project, or the material or equipment used, or the conduct of the work, and shall procure all necessary licenses, permits, and insurance.

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

9. Contract Documents. The contract documents shall consist of the following: this Agreement, City's Request for Qualifications, and Consultant's Response to City's Request for Qualifications. In the event of conflict between the contract documents, this Agreement will

prevail. In the event of conflict between the City's Request for Qualifications and Consultant's Response to City's Request for Qualifications, City's Request for Qualifications will prevail.

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

11. Ethics. Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, gift, or contingent fee.

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

13. Indemnification.

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

b. The Consultant shall defend, indemnify, and hold the City harmless, its elected or appointed officials, agents, and employees from and against any and all liability, suits, damages, costs (including attorney fees), losses, outlays, and expenses from claims in any manner caused by, or allegedly caused by, or arising out of, or connected with, this contract, or the work or any subcontract there under (the Consultant hereby assuming full responsibility for relations with subcontractors), including, but not limited to, claims for personal injuries, death, property damage, or for damages from the award of this contract to Consultant.

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

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

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

f. Consultant affirms that it has had the opportunity to recover the costs of the liability insurance required in this agreement in its contract price. Consultant's obligation under this agreement to defend, indemnify and hold harmless any person from that person's own negligence or wrongdoing is limited to the coverage and limits of the applicable insurance.

14. Independent Contractor. This Agreement does not create an employer-employee relationship between the parties. Consultant is an independent contractor and is not entitled to any benefits including health, dental, vision, disability, life, and unemployment insurance, worker's compensation coverage, and LAGERS. Consultant is an independent contractor and not an employee for all purposes including the application of the Fair Labor Standards Act Minimum Wage and Overtime Payments, Federal Insurance Contribution Act, Social Security Act, Federal Unemployment Tax Act, and the provisions of the Internal Revenue Code, Missouri Revenue and Taxation Laws, and Missouri's Worker Compensation Laws and Unemployment Insurance Laws.

15. Insurance. Consultant shall secure and maintain at its own cost and expense, throughout the duration of this Agreement, insurance of such types and in such amounts as may be necessary to protect it and the interests of City against all hazards or risks of loss as hereunder specified or which may arise out of the performance of this Agreement. Such policies shall name City as an additional insured, with limits of liability not less than the sovereign immunity limits for Missouri public entities calculated by the Missouri Department of Insurance as of January 1 each calendar year and published annually in the Missouri Register pursuant to Section 537.610, RSMo. (See, http://insurance.mo.gov/industry/sovimmunity.php)

16. Intellectual Property. Any information, know-how, data, results, inventions, and any associated intellectual property, that is made, discovered, created, invented, or generated by Consultant in any activities or work under this Agreement shall be owned by City.

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

18. Notices. All notices required or permitted hereinunder and required to be in writing may be given by first class mail addressed to City and Consultant at the addresses as follows:

City of Joplin
ATTN: City Attorney
602 S. Main St.
Joplin, MO 64801

SFS Architecture
ATTN: Marsha K. Hoffman, Principal
2100 Central Street, Suite 31
Kansas City, MO 64108

The date of delivery of any notice given by mail shall be the date falling on the second full day after the day of its mailing.

19. Records and Audits. The Consultant shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the City to assure proper accounting for all project funds. These records will be made available for audit purposes to the

City or any authorized representative, and will be retained for three years after the expiration of this Contract.

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

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

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

23. Termination. If, through any cause, Consultant shall fail to fulfill in a timely and proper manner Consultant's obligations under this contract, or if Consultant shall violate any of the covenants, agreements, or stipulations of this contract, City shall thereupon have the right to terminate this contract by giving written notice to Consultant of such termination and specifying the effective date thereof, at least five (5) days before the effective day of such termination. City may, without cause, terminate this contract upon thirty (30) day's prior written notice. In either such event, all finished or unfinished documents, data, studies, reports, or other materials prepared by the Consultant shall, at the option of City, become its property. Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed. Notwithstanding the above, Consultant shall not be relieved of liability to City for damages sustained by City by virtue of any such breach of the contract by Consultant.

24. Third-Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any person other than the parties and their respective successors and permitted assigns.

25. Unauthorized Aliens. That pursuant to Missouri Revised Statute Sections 285.525 through 285.555, if this contract exceeds the amount of $5,000.00 and Consultant is associated with a business entity, Consultant shall provide an acceptable notarized affidavit stating that the associated business entity is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services, and that said business entity does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Additionally, Consultant must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

26. Waiver. Waiver of any provision of this Agreement or breach of this Agreement shall not thereafter be deemed to be a consent by the waiving party to any further waiver, modification or breach by the other party, whether new or continuing, of the same or any other covenant, condition or provision of this Agreement. Failure by one of the parties to this Agreement to assert its rights for any breach of this Agreement shall not be deemed a waiver of such rights.

IN WITNESS WHEREOF, the Parties have hereunto set their hands the date first above written.

CITY OF JOPLIN, MISSOURI

_____
Nick Edwards, City Manager

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

SFS Architecture

_____
Marsha K. Hoffman, Principal

EXHIBIT A

CITY OF JOPLIN

REQUEST FOR QUALIFICATIONS
(RFQ)

FOR

City of Joplin Facilities Masterplan

SEALED QUALIFICATION SUBMISSION DEADLINE
NO LATER THAN 2:00 P.M., CENTRAL TIME, FEBRUARY 23, 2022

EXHIBIT A

CITY OF JOPLIN

REQUEST FOR QUALIFICATIONS

City of Joplin Facilities Masterplan

I. REQUEST FOR QUALIFICATIONS

A. Request

Statements of Qualifications are now being accepted by the City of Joplin from qualified Architectural or Architectural/Engineering Firms for providing a Facilities Masterplan. Respondents to this Request for Qualifications shall submit to the City of Joplin, a statement of qualifications, which will address the various components as set forth in this Request for Qualifications.

B. Obtaining a Request for Qualifications

This document is available to all qualified Consultants that request a copy up to the closing date/hour of submission.

Copies can be obtained from the City of Joplin, Capital Improvement Project Manager, Rob Beachner, 602 S Main St., Joplin, Missouri 64801, or by calling (417 624-0820 Ext. 1543). They can also be obtained from the City of Joplin website at https://www.joplinmo.org/bids.aspx .

II. BACKGROUND INFORMATION

Incorporated in 1873, the City of Joplin is located in the southwest corner of Missouri and is the State's fourth largest metropolitan area. Population growth within the City limits, which covers more than 30 square miles, continues to grow modestly while rapid growth is being experienced in the surrounding regional area. Joplin's actual population is 51,762 that swells to approximately 225,000 during the day.

The City of Joplin currently owns &/or maintains over 50 facilities, in-excess of over one-million square feet of interior area. These facilities include but are not limited to City Hall, Public Works Center (PWC) Facilities, City Justice Center (which houses the City Police, Fire & Municipal Court System), Police Substations, Fire Stations, Parks Facilities, MAPS/Transit System Facilities, Airport Facilities, City Police & Fire Training Facility, Wastewater Treatment Plant Facilities and Lift Stations, Joplin Public Library, Joplin Senior Center, Joplin Museum Complex, Memorial Hall, Joplin Recycling Center, and multiple other facilities.

III. SCOPE OF WORK

The purpose of the Facilities Masterplan is to provide a valuable fact-based tool for future facility-related decision making. It shall set a logical course for capital improvements and facility management initiatives for the future. The Facility Masterplan shall be a living document and will be re-examined and updated on a regular review cycle.

EXHIBIT A

Given the varying physical age of current facilities, as well as the ever-changing needs and levels of services provided by the City now and in the future, a visionary plan for maintenance and renovations, including repair and replacement schedules is imperative for future planning.

The City of Joplin is seeking to establish a relationship with an architectural or architectural/engineering firm (consultant) for the purpose of analyzing the state of current facilities, identifying repair and renovation needs, analyzing building utilizations indicators, establishing budgetary pricing, and examining potential viable additions to existing facilities as well as the need for new buildings.

The Facilities Masterplan shall include the following items at a minimum. A detailed scope of work will be developed in conjunction with the selected firm as part of the contract development process.

1. Consultant will analyze the state of current facilities as detailed above (including major mechanical equipment included in the facilities), relating to the repair, renovation, or replacement of the facilities or equipment.

2. Consultant will analyze each facility and develop plans to ensure that the facilities meet ADA accessibility guidelines and requirements.

3. Consultant will provide recommendations for new &/or additional facilities needed for the future.

4. Consultant will provide the City with recommendations for current and future staffing needs and annual budget estimates required to adequately operate and maintain the facilities.

5. Consultant will assist the City in determining the need for and selection of asset management program software. All deliverables from the Consultant to the City shall be in a format compatible with the proposed software.

6. It is expected that the Consultant will utilize information included in existing plans that have been developed by the City and other organizations as related to facilities, including but not limited to:

    - Current City of Joplin Capital Improvement Program
    - City of Joplin Stormwater Masterplan
    - City of Joplin Parks Master Study Plan
    - City of Joplin Transit Masterplan
    - City of Joplin Airport Masterplan
    - City of Joplin Wastewater Facility Plan
    - City of Joplin Solid Waste Masterplan (energy focus)
    - City of Joplin Police Department Resource Allocation Study
    - City of Joplin Fire Department Resource Allocation Study

IV. SCHEDULE

Schedule shall be determined during the contract negotiation phase with the selected Consultant.

EXHIBIT A

V. DELINEATION OF RESPONSIBILITIES

A. Responsibilities of the Consultant

1. The Consultant shall be responsible for undertaking the services identified under Section III above, or as negotiated (if required) with the City, upon execution of the contract by both parties.

2. All invoices for services shall be submitted to the City in duplicate and include brief description of services rendered. In addition, invoices must show the name of the Department or Division for which the services were performed and the City of Joplin Purchase Order Number.

3. During the course of the project, the Consultant may invoice the City for services rendered, no more than once per month.

B. Responsibilities of the City of Joplin

1. The City shall make available to the Consultant all documents, studies, plans and specifications in the City's possession, which will be useful in completing the project work. However, it will remain the Consultant's responsibility to gather and verify necessary data.

C. Review Committee

The City will set up a committee to review the Qualifications

VI. QUALIFICATIONS FORMAT

The Submittal of Qualifications shall include the following:

A. Letter of Transmittal

The letter of transmittal shall be addressed to the City of Joplin Capital Improvement Project Manager, 602 South Main Street, Joplin, MO 64801 and must, at a minimum, contain the following:

1. Identification of the Consultant including name, address, telephone number, and email.

2. Location of the office from which service will be provided, including hours of operation.

3. An officer of the firm authorized to contract for the work shall sign the transmittal letter.

B. Responsiveness of written response in clearly stating an understanding of the scope of work as outlined in the scope of services portion of this request for qualifications

C. Consultant's Experience

The Qualifications must include a demonstration of the Consultant's knowledge and experience relative to the items identified under the Scope of Work. This will include a list of similar projects and a description of the Consultant's general

organization and names of key personnel, indicating the depth and quality of experience.

References (three minimum) shall be provided identifying each client, a contact person and the client's mailing address and telephone number for similar projects done by the personnel to be involved in these projects. One of the clients shall be a government agency.

D. Project Team

The Qualifications shall include the identification and organization of the team proposed to be assigned to this project, with individual resumes and the specific areas of responsibility of key personnel, concentrating on both breadth of experience and experience on similar projects. The same information for any sub-consultants proposed to be involved in any work shall also be included.

E. Approach

Responding parties shall provide their proposed methods of proceeding with the project work, including the method of keeping the City informed on the progress of the project.

F. Conflict of Interest Information

Information on possible conflicts of interest should be provided in the Submittal of Qualifications. Such information will be taken into account in making a decision on the selection of the Consultant to perform the services.

Should a conflict arise during preparations for or while undertaking these services, the Consultant shall immediately advise the City of such conflict.

VII. PROCESSING OF QUALIFICATIONS

A. Questions

Questions regarding this Request for Qualifications, the Scope of Work, or need for additional data or information can be obtained from Rob Beachner, Capital Improvement Project Manager, City of Joplin, 602 S. Main, Joplin, Missouri 64801. Contact 417-624-0820 Ext. 1543.

B. Pre-submittal Meeting

None anticipated.

C. Submission of Qualifications

To receive consideration, respondents should submit six copies of their submittal, highlighting their qualifications and experience. Including any cover letter, the entire document must be **no more than 20 pages in length**. Qualification submittals must be received in the Engineering Department, 4th Floor City Hall, 602 South Main, Joplin, Missouri 64801, **no later than 2:00 P.M., February 23, 2022** at which time they will be opened and distributed for evaluation. The outside of the envelope shall be marked **"RFQ for City of Joplin Facilities Masterplan"**. All submittals will be held in confidence until a contract has been executed or City Staff has rejected all Submittals. Late submittals will not be considered. They will be returned, unopened, to the sender.

D. Evaluation of Qualifications

The City of Joplin reserves the right, to evaluate each submittal of Qualifications, and to reject any or all submittals, or to accept the submittal(s) that in its sole judgment may be in the best interest of the City.

E. Time Frame

The Consultant shall maintain the contracted time frames.

F. Pre-contractual Expenses
The City shall not, in any event, be liable for any pre-contractual expenses incurred in the preparation of a Consultant's Submittal, prior to execution of the contract by both parties.

Pre-contractual expenses are defined as expenses incurred by the Consultant in:

1. Preparing and submitting qualifications(s) to the City;
2. Negotiations with the City on any matter related to the contract terms, professional fees, and schedule;
3. Any other expenses incurred by the Consultant prior to reaching agreement in advance of the date of execution of the negotiated contract.

G. Notification of Successful Consultant(s)

Successful potential Consultant(s) shall be notified as soon as possible by the City following review and scoring. In the event that the City is unable to negotiate a contract with the first selected Consultant, the City shall terminate those negotiations in writing, and negotiations shall then commence with the next Consultant on the list and continue downward.

H. Notification of Unsuccessful Consultants

The City shall notify unsuccessful potential Consultants as soon as possible, after execution of a contract with the successful Consultant(s).

VIII. SELECTION OF CONSULTANT

A. Qualifications

The Consultant may be a single firm or a joint venture and must show evidence of its technical capability in this work. The Consultant shall also be knowledgeable in accordance with all applicable federal, state, and local government laws and regulations. Work shall be done in conformance with current professional practices in the State of Missouri.

B. Criteria for Selection

Selection among the Submittals shall be done using Quality Based Selection (QBS) methods, and shall be based upon the following criteria.

1. Concept and Responsiveness to City's Request 20%
Responsiveness of the written response in clearly stating an understanding of the work to be performed as outlined in the scope of service.

2. Consultant's Relevant Experience 20%
   The Firms overall experience with similar projects

3. Project Team 20%
   Qualifications of staff to be assigned, education, position in firm and years experience will be considered.

4. Approach 40%
   Accessibility to client, familiarity with the area, proximity to the client, client/consultant relationship and general approach to project.

The City may prepare a short list of firms from the submitted Qualifications for oral presentations to a Selection Committee. This decision will be based on the number and quality of Submittals. If Submittals are deemed of a high enough quality, oral presentations may be waived, and a finalist selected based on Qualifications submitted.

In the event oral presentations are required, the City of Joplin will not be responsible for any expenses incurred by the potential Consultants for these presentations. New evaluation criteria may be established for oral interviews. The City will provide the desired format and criteria prior to the oral presentations. **PRESENTATIONS SHALL BE CLEAR AND CONCISE.**

If it is determined to be in the best interest of the City, all Submittals may be rejected, and the City may reissue Requests for Qualifications.

C. Negotiation of Contract

After selection of the successful Consultant the City of Joplin shall negotiate the contract under which the work is to be performed. All items submitted in the proposal shall be subject to negotiation. Additionally, the City reserves the right to enter into single or multiple contract(s) with a selected Consultant or Consultants for any or all of the components of this project.

If negotiations for fees and services are successful with the selected Consultant, as determined by the City, a contract for service will be prepared. In the event that negotiations for fees or services are not successful, the City will terminate these negotiations in writing and will then begin negotiations with the next Consultant, in descending order of approval.

The Consultant will not assign or transfer any or all of its rights, duties or obligations without the prior written consent of the City.

IX. POINT OF CONTACT

Rob Beachner- Capital Improvement Project Manager
City of Joplin
Engineering Department
602 S. Main
Joplin, Missouri 64801
Phone: (417) 624-0820 Ext. 1543 email: rbeachne@joplinmo.org

EXHIBIT A

X. POLICY ON NONDISCRIMINATION ON THE BASIS OF DISABILITY

In accordance with the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act of 1973, the City of Joplin does not discriminate on the basis of disability in the admission of or access to, or treatment or employment in, its programs, activities, or services.

For information regarding rights and provisions of the ADA or Section 504, or to request reasonable accommodations for participation in City programs, activities, or services contact:

City of Joplin Human Resources Division
602 South Main
Joplin, Missouri 64801
(417) 624-0820 ext. 1211

Project Understanding

The City of Joplin desires to conduct a comprehensive Facility Master Plan of their 29 facilities with more than four hundred thousand square feet. The Master Plan will provide a valuable tool to guide capital improvements and facilitate property management. In addition, it will include initiative for future building facilities improvements based on space needs programming of City Hall and the Justice Center.

Maintenance staffing needs will be recommended based on the ability to adequately operate and maintain all of Joplin's facilities.

The scope of the Facilities Master Plan will include the following:

Facilities Master Plan – Facilities Assessment

- Data Gathering / Research
- Existing Building Survey (Building list provided by the City)
- Reports
- Training & Documentation
- Maintenance Staffing Recommendation

Facilities Master Plan – Space Needs Assessment, City Hall

- Data Gathering / Research
- City Hall Questionnaire
- Data Gathering / Research
- Programming / Space Needs
- Concept Design Options
- Consensus Option

Justice Center Feasibility Study

- Data Gathering / Research / Existing Building and Site Assessment
- City Hall Questionnaire
- Justice Center Staff Engagement (1)
- Programming / Space Needs
- Justice Center Staff Engagement (2)
- Concept Design Options
- Consensus Option
- Justice Center Staff Engagement (3)
- Cost Estimating and Phasing

Proposal for City of Joplin
Process/Approach/Scope of work

Process/Approach/Scope of Work

The scope of work to be completed will be broken into three section and associated tasks. The initial kickoff meeting and final task presenting to City Officials will be held at the same time.

Task Kickoff Meeting

During the kickoff meeting, introductions will be made, City and SFS/CGA team member roles and responsibilities will be defined, lines of communication will be established, the schedule will be reviewed, and the scope of work will be confirmed.

Facilities Master Plan – Facilities Assessment

Task Data Gathering / Research

Review existing site and buildings information.

Task Existing Building Survey

VFA will perform facility assessments of the 29 buildings requested by the City, approximately 440,000 SF. Refer to attached VFA Statement of Work for details.

Task Reports

VFA will develop reports for budgeting and capital planning.

Task Training & Documentation

VFA will provide core training to City Staff to enable users to become proficient in using and manipulating the Facility Condition Assessment data housed in the VFA Facility software.

Task Maintenance Staff Recommendation

Based on the facility assessments and understanding of the full complement of facilities maintained by city staff, the SFS/CGA team will propose recommended staffing needed.

Facilities Master Plan – Space Needs Assessment, City Hall

Task Data Gathering / Research

Review existing buildings information to create a baseline for creating the master plan. Review existing building assessment provided by VFA. The data gathered is a basis for development of the Master Plan for City Hall.

Task City Hall Questionnaire

Develop an electronic questionnaire for each department in City Hall to provide feedback on use of the current facilities, and future space needs.

Task Programming / Space Needs

Programming / Space Needs

Meet with key stakeholders to review and confirm space needs. It is anticipated that these meetings will be with small groups, focused on particular departments. 8 stakeholder meeting included.

Deliverables:

Space Needs Program document

Proposal for City of Joplin

Process/Approach/Scope of work

Task Meeting Notes

Provide written documentation of all meetings in the form of meeting notes for review by the Building Committee.

Task Concept Design Options

Review with the Building Committee our understanding of the essential design elements of the campus, evaluating the key priority items that are desired. After this initial review and understanding, SFS/CGA will generate concept design options for the building Master Plan to meet the space needs program.

This will include presentation materials for the Building Committee to review and approve. All options will be discussed with the Building Committee to determine the preferred solution.

Deliverables:

Concept Design options include:

- Conceptual floor plans (blocking diagrams)
- Order of magnitude cost opinion

Task Consensus Option

The preferred option will be further developed to produce graphic images for review with the Building Committee.

Deliverables:

Design development of selected concept option to include:

- Floor plan(s)

Justice Center Feasibility Study

Task Data Gathering / Research / Existing Building and Site Assessment

Review existing site and buildings information to create a baseline for creating the master plan. Review current codes, and zoning requirements. The data gathered is a basis for development of the Master Plan.

Task Justice Center Questionnaire

Develop an electronic questionnaire for each department in the Justice Center to provide feedback on use of the current facilities, and future space needs.

Task Justice Center Staff Engagement (1)

Conduct a meeting with all Justice Center staff to review SFS/CGA scope of work and the goals of the study. Questionnaire will be distributed following this meeting.

Task Justice Center Staff Engagement (1)

Provide a written document outlining the needs expressed and all topics discussed during the staff engagement meeting.

Proposal for City of Joplin

Process/Approach/Scope of work

Task Programming / Space Needs

Meet with key stakeholders to review and confirm space needs. It is anticipated that these meetings will be with small groups, focused on particular departments. Eight stakeholder meeting included.

Deliverables:

Space Needs Program document

Task Meeting Notes

Provide written documentation of all meetings in the form of meeting notes for review by the Building Committee.

Task Justice Center Staff Engagement (2)

Conduct a meeting with all Justice Center staff to review SFS/CGA existing building and site conditions, questionnaire responses, and next steps.

Task Justice Center Staff Engagement (2)

Provide a written document outlining the needs expressed and all topics discussed during the Meeting.

Task Concept Design Options

Review with the Building Committee our understanding of the essential design elements of the campus, evaluating the key priority items that are desired. After this initial review and understanding, SFS/CGA will generate concept design options for the building Master Plan to meet the space needs program.

This will include presentation materials for the Building Committee to review and approve. All options will be discussed with the Building Committee to determine the preferred solution.

Deliverables:

Concept Design options include:

- Conceptual floor plans (blocking diagrams)
- Site plan
- Order of magnitude cost opinion

Task Consensus Option

The preferred option will be further developed to produce graphic images for review with the Building Committee.

Deliverables:

Design development of selected concept option to include:

- Floor plan(s)
- Site Plan

Proposal for City of Joplin

Process/Approach/Scope of work

Task Justice Center Staff Engagement (3)

Conduct a meeting with all Justice Center staff to review SFS/CGA proposed conceptual site and plan options to meet future space needs. .

Task Justice Center Staff Engagement (3)

Provide a written document outlining the needs expressed and all topics discussed during the Meeting.

Task Existing Buildings and Site Assessment

Study the existing conditions of the site including grades, utilities, and physical site conditions.

Deliverables:

Presentation site and floor plans.

Combine Presentation

Task Governing Body Presentation(s)

Assist with a presentation to the City Council of the final Facilities Master Plan and Justice Center Feasibility Study.

Deliverables:

Power Point presentation on Feasibility Study of the Justice Center, City Hall Space Needs and Existing Building Assessments.

Task Renderings

2 3D renderings shall be provided.

Proposal for City of Joplin

Compensation

Facilities Master Plan – Facilities Assessment

Lump sum fee: $90,000.00
Includes Reimbursable Expenses.

Facilities Master Plan – Space Needs Assessment, City Hall

Lump sum fee: $5,000.00
Includes Reimbursable Expenses.

Justice Center Feasibility Study

Lump sum fee: $104,880.00

Includes Reimbursable Expenses. Includes 2 3D Renderings

Additional 3D renderings of the Justice Center can be provided at $3,500.00 each

The undersigned agree to fulfill the tasks and compensation stated above.

SFS Architecture 2100 Central, #31 Kansas City, MO 64108	City of Joplin 602 S. Main Joplin, MO 64810
Marsha K. Hoffman, Principal	Print Name:
Date: March 25, 2022	Date:

COUNCIL BILL NO. 2022-120 **ORDINANCE NO.**

AN ORDINANCE approving an Agreement with SFS Architecture in the not to exceed amount of One Hundred Ninety-Nine Thousand Eight Hundred Eighty and 00/100 dollars ($199,880.00) for professional consulting services for the development of a City of Joplin Facilities Masterplan and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin.

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

Section 1. That the Agreement with SFS Architecture in the not to exceed amount of One Hundred Ninety-Nine Thousand Eight Hundred Eighty and 00/100 dollars ($199,880.00) for professional consulting services for the development of a City of Joplin Facilities Masterplan, for the City of Joplin, a true and accurate copy of said agreement being attached hereto and incorporated herein, be, and the same, is hereby approved.

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

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

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

_____

ATTEST: Ryan D. Stanley, Mayor

_____

Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

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

_____

Leslie Haase, Director of Finance

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM: CB 2022-257 - Annexation

MEETING DATE:
April 4, 2022

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

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

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

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

PUBLIC COMMENT:
None.

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

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

CB 2022-257

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

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

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

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

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

JOPLIN

PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

STAFF PLANNING REPORT
Voluntary Annexation

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

LOCATION 1949 Snowberry Ln.

APPLICANT Ozark Center

EXISTING CONDITIONS

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

DISCUSSION

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

Staff recommends approval of Case 016-22.

ENCLOSURES

- Map of area to be annexed
- Application

BEFORE THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI

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

TO WHOM IT MAY CONCERN:

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

Vicky Mieseler, Chief Administrative Officer of Ozark Center

01/28/22

STATE OF Missouri)
) ss:
COUNTY OF Jasper)

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

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

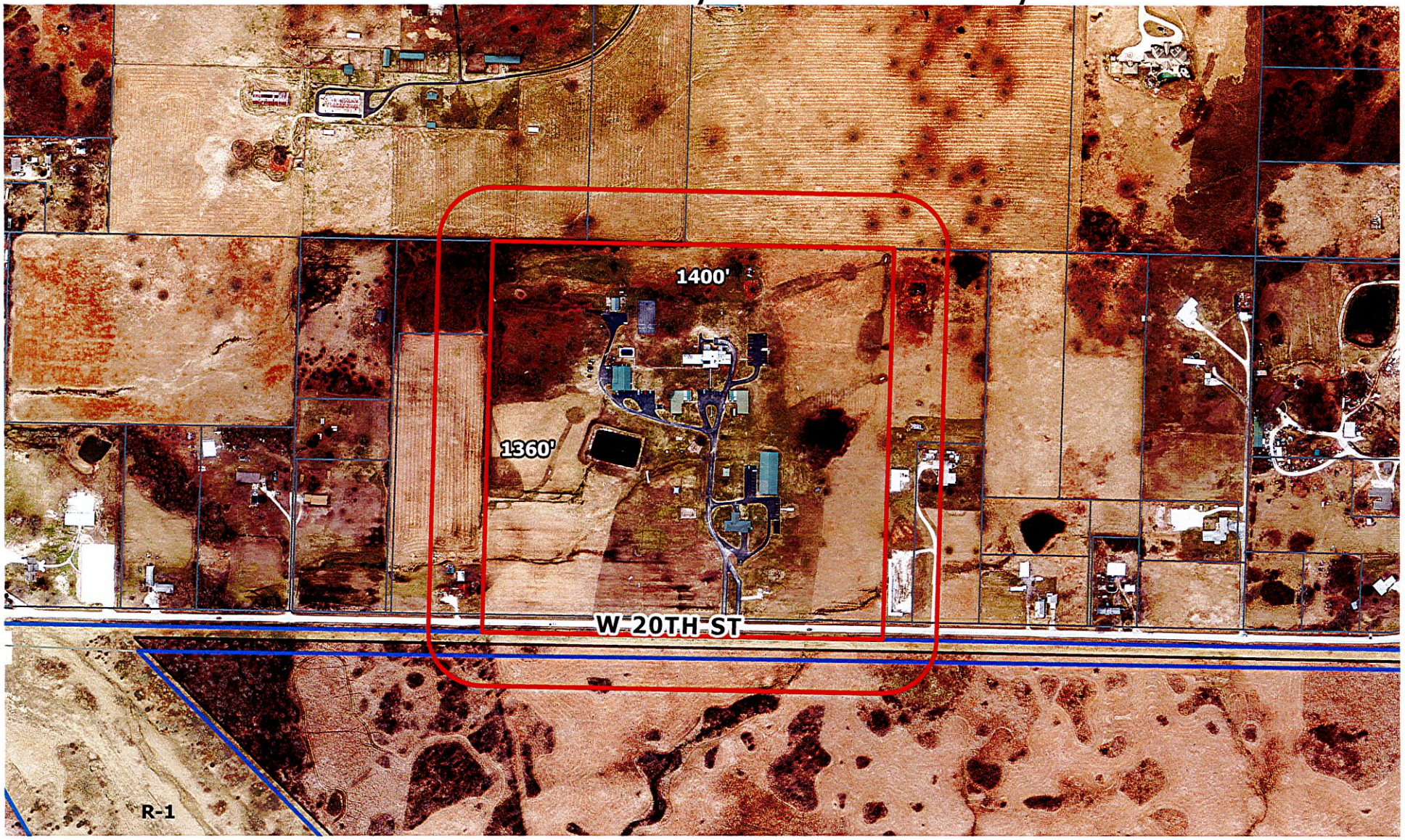
My commission expires: 04/24/2023.

Neina C. Bellm

Notary Public

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

Case 016-22: 1949 Snowberry Lane - Voluntary Annexation



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

Joplin City Limits

0 190 380 760 1,140 1,520 Feet

N

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

COUNCIL BILL NO. 2022-257 ORDINANCE NO.

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

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

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

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

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

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

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

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

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

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

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

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 202-258-Street Vacation

MEETING DATE:
April 4, 2022

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

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

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

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

PUBLIC COMMENT;
None.

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

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

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

CB 2022-258

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

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

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

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

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

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

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

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

JOPLIN

PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

STAFF PLANNING REPORT
Vacation

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

APPLICANT Joplin Schools

REPRESENTATIVE Dave Pettit

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

EXISTING CONDITIONS

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

REASON FOR VACATION

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

UTILITIES CURRENTLY LOCATED IN THE RIGHT-OF-WAY?

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

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

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

DISCUSSION

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

Staff recommends approval of Case 017-22.

ENCLOSURES

- Application
- Map

CITY OF JOPLIN

APPLICATION FOR VACATION OF STREET OR RESERVATION

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

For Office Use Only

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

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

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

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

II. Type of vacation requested (check one):

Street Vacation ✓

Alley Vacation

Utility Vacation

Other (Please specify)

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

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

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

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

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

V. Required Attachments:

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

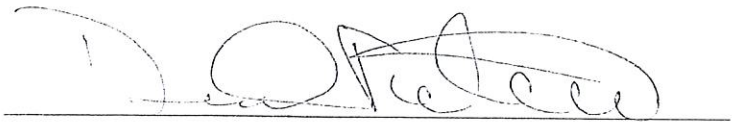
2. Survey or such other drawing acceptable to the Planning / Community Development Manager depicting the street, alley or public reservation sought to be vacated and the properties and property ownerships surrounding said street, alley, or public reservation.

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

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

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

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

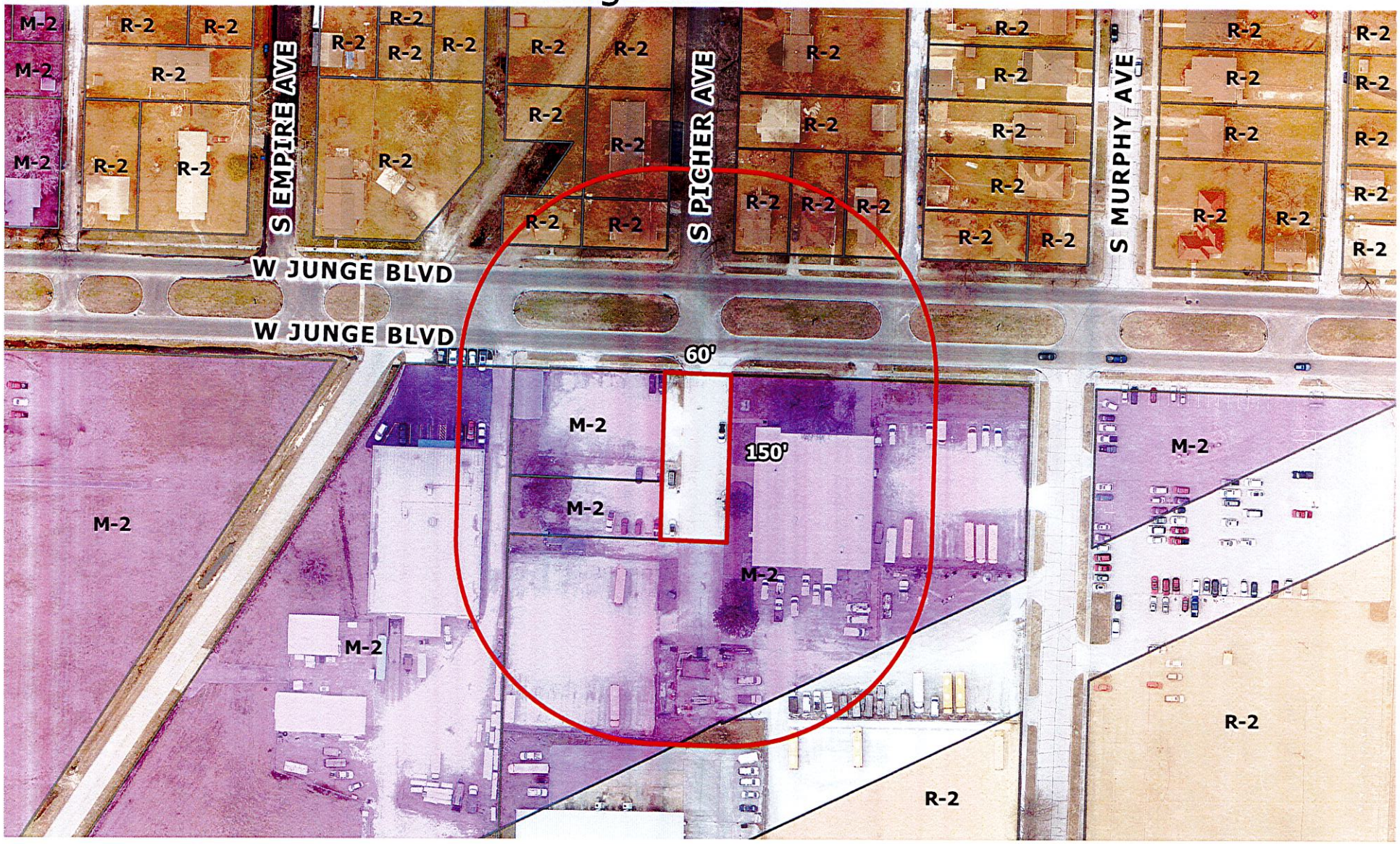


Signature

1/28/22

Date

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



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

N

0 50 100 200 300 400 Feet

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

COUNCIL BILL NO. 2022-258 ORDINANCE NO.

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

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

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

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

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

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

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM: CB 2022-259 - Annexation

MEETING DATE:
April 4, 2022

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

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

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

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

PUBLIC COMMENT:
None.

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

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

CB 2022-259

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

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

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

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

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

JOPLIN

PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

STAFF PLANNING REPORT
Voluntary Annexation

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

LOCATION 4005 W. 32nd St.

APPLICANT Director of Public Works

EXISTING CONDITIONS

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

DISCUSSION

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

Staff recommends approval of Case 018-22.

ENCLOSURES

- Map of area to be annexed
- Application

BEFORE THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI

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

TO WHOM IT MAY CONCERN:

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

David K. Hertzberg

David K. Hertzberg - Director of Public Works

STATE OF Missouri)
) ss:
COUNTY OF Jasper)

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

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

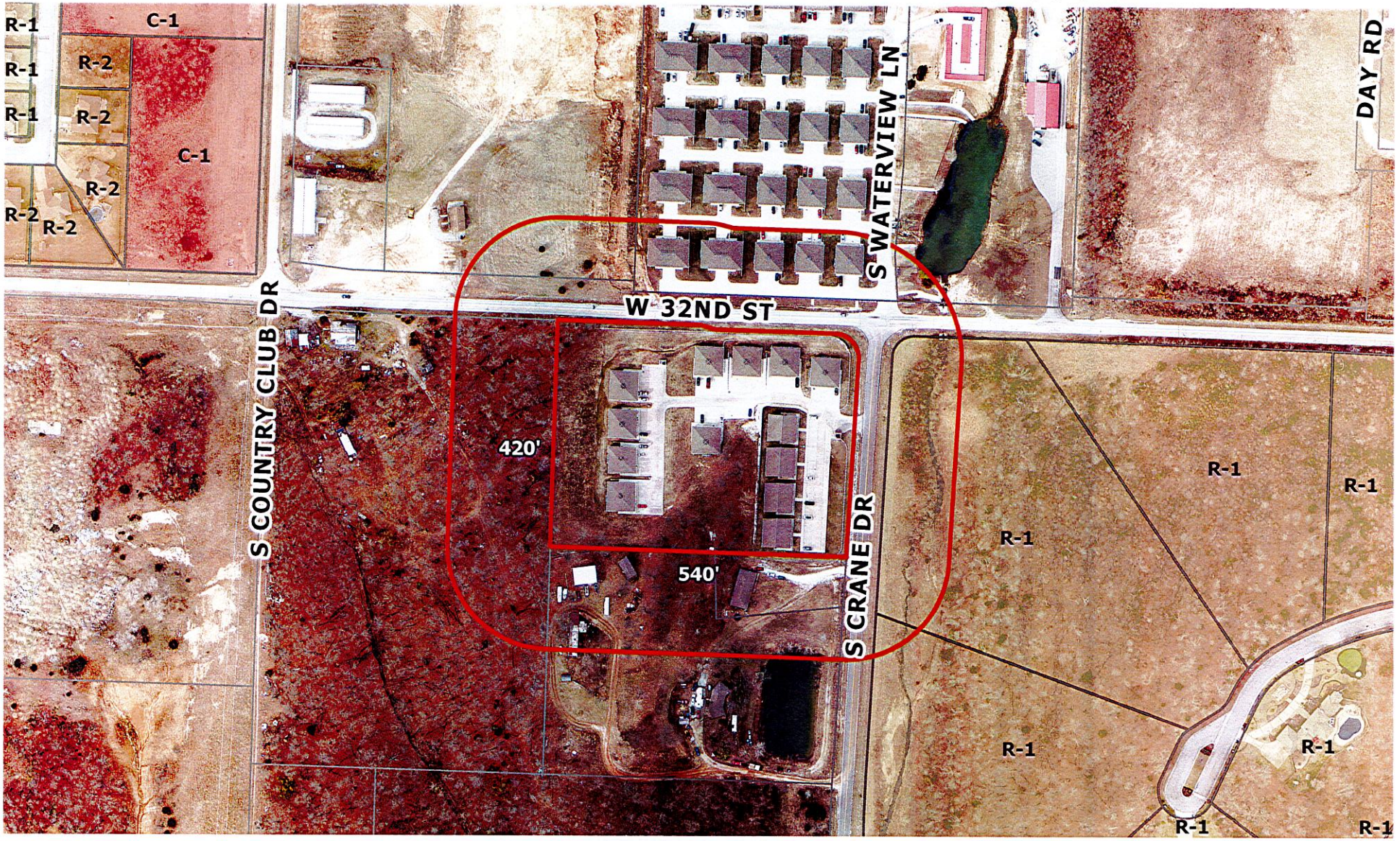
IN TESTIMONY WHEREOF, I have hereunto set by hand and affixed by official seal, in the County and State aforesaid, the day and year first above written.

Notary Public Kimberly S. Hounschell

My commission expires: 7-20-2024

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

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



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

N

0 100 200 400 600 800 Feet

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

COUNCIL BILL NO. 2022-259 ORDINANCE NO.

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

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

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

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

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

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

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

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

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

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

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

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM: CB 2022-260 - Annexation

MEETING DATE:
April 4, 2022

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

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

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

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

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

Mr. Stanton stated to his knowledge no.

PUBLIC COMMENT:
None.

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

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

CB 2022-260

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

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

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

Mr. Stanton stated to his knowledge no.

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

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

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

JOPLIN

PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

STAFF PLANNING REPORT
Voluntary Annexation

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

LOCATION 3031 N. Arizona Ave.

APPLICANT Director of Public Works

EXISTING CONDITIONS

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

DISCUSSION

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

Staff recommends approval of Case 019-22.

ENCLOSURES

- Map of area to be annexed
- Application

BEFORE THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI

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

TO WHOM IT MAY CONCERN:

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

David K. Hertzberg

David K. Hertzberg - Director of Public Works

STATE OF Missouri)
) ss:
COUNTY OF Jasper)

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

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

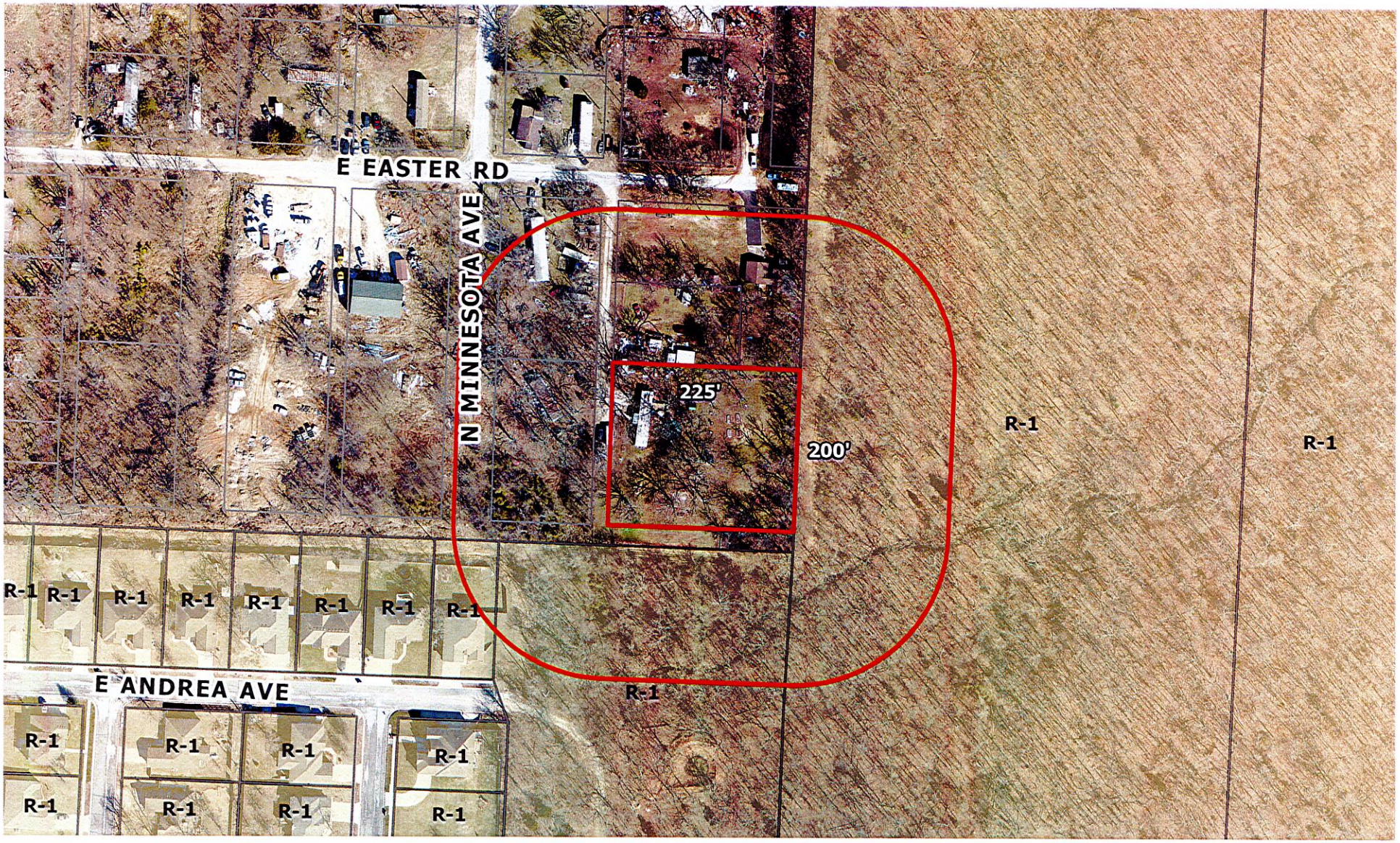
IN TESTIMONY WHEREOF, I have hereunto set by hand and affixed by official seal, in the County and State aforesaid, the day and year first above written.

Notary Public Kimberly S. Hounschell

My commission expires: 7-20-2024

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

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


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

COUNCIL BILL NO. 2022-260 ORDINANCE NO.

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

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

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

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

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

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

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

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

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

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

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

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Holly Nagy, City Clerk APPROVED

AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM: CB 2022-261 - Annexation

MEETING DATE:
April 4, 2022

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

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

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

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

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

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

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

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

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

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

Mr. Paul stated that was correct

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

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

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

CB 2022-261

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

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

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

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

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

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

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

In opposition of this request was:

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

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

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

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

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

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

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

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

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

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

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

Mr. Paul stated that was correct.

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

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

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

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

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

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

Mr. Bolander stated they were.

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

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

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

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

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

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

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

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

JOPLIN

PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

STAFF PLANNING REPORT
Voluntary Annexation

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

LOCATION Lots 1-60 inclusive in Summit Ridge Plat 1

APPLICANT Director of Public Works

EXISTING CONDITIONS

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

DISCUSSION

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

Staff recommends approval of Case 020-22.

ENCLOSURES

- Map of area to be annexed
- Application

BEFORE THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI

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

TO WHOM IT MAY CONCERN:

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

David K. Hertzberg

David K. Hertzberg - Director of Public Works

STATE OF Missouri)
) ss:
COUNTY OF Jasper)

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

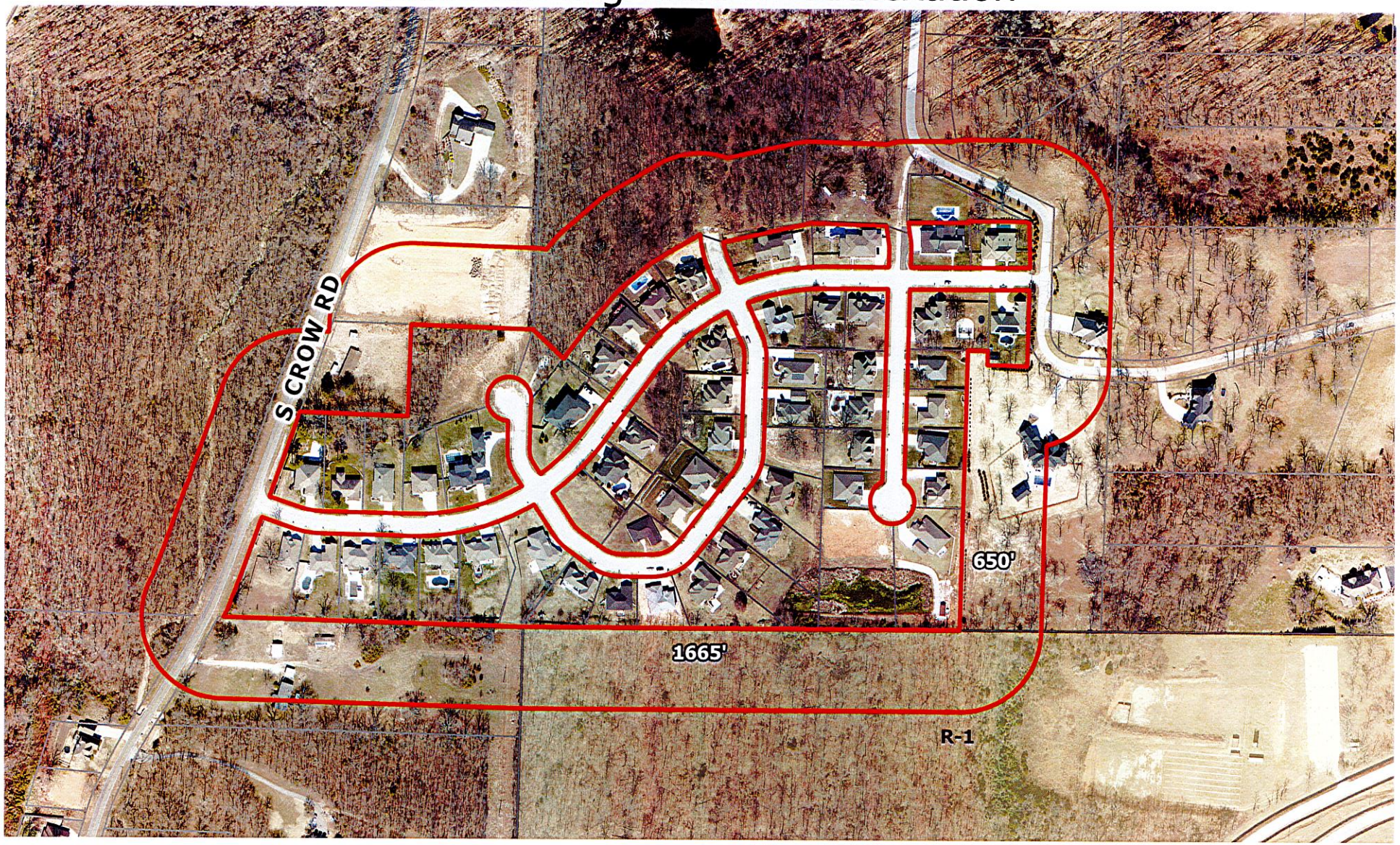
IN TESTIMONY WHEREOF, I have hereunto set by hand and affixed by official seal, in the County and State aforesaid, the day and year first above written.

Notary Public Kimberly S. Hounschell

My commission expires: 7-20-2024

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

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



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

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

COUNCIL BILL NO. 2022-261 ORDINANCE NO.

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

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

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

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

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

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

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

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

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

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

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

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Holly Nagy, City Clerk APPROVED AS

TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM: CB 2022-262 - Annexation

MEETING DATE:
April 4, 2022

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

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

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

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

PUBLIC COMMENT:
None.

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

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

CB 2022-262

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

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

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

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

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

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

STAFF PLANNING REPORT
Voluntary Annexation

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

LOCATION 3110 S. Catnip Ln.

APPLICANT Director of Public Works

EXISTING CONDITIONS

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

DISCUSSION

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

Staff recommends approval of Case 021-22.

ENCLOSURES

- Map of area to be annexed
- Application

BEFORE THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI

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

TO WHOM IT MAY CONCERN:

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

David K. Hertzberg

David K. Hertzberg - Director of Public Works

STATE OF Missouri)
) ss:
COUNTY OF Jasper)

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

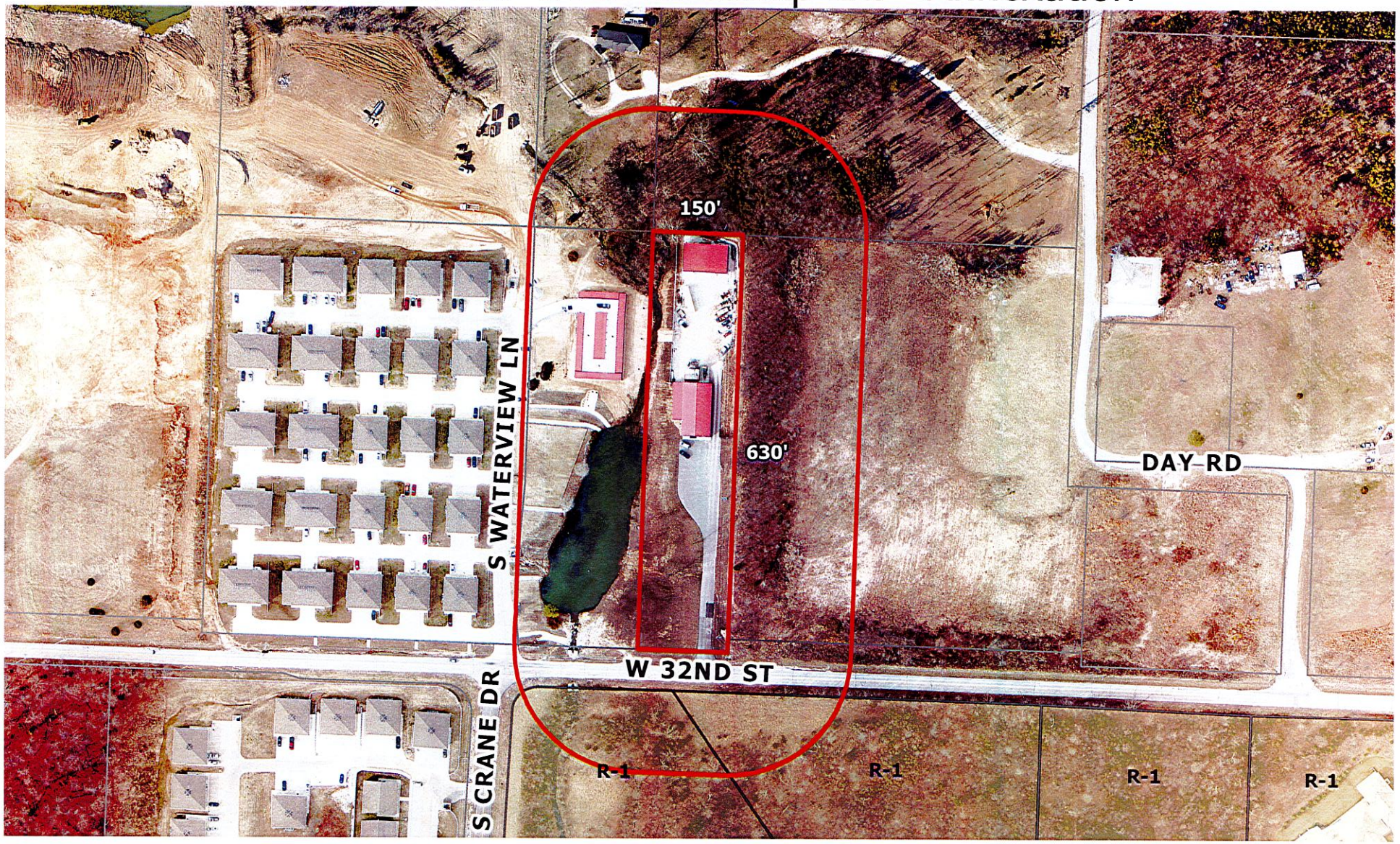
IN TESTIMONY WHEREOF, I have hereunto set by hand and affixed by official seal, in the County and State aforesaid, the day and year first above written.

Notary Public Kimberly S. Hounschell

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

My commission expires: 7-20-2024

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



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

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

COUNCIL BILL NO. 2022-262 ORDINANCE NO.

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

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

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

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

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

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

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

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

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

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

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

_____
Ryan D. Stanley, Mayor

ATTEST:

_____

Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2022-264 – Final Plat Review- Drury 2nd Subdivision,

MEETING DATE:
April 4, 2022

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

SUMMARY REQUEST:
Case 024-22: E. 36th St. and S. Range Line Rd. – A request to review a final plat – Chick-fil-A, Inc.

BACKGROUND:
This final plat approval is for Drury 2nd Subdivision located at Northeast corner of S. Range Line Rd. and W. 36th St. This subdivision will be 2 commercial lots, zoned C-3 Commercial. This zoning is appropriate for the existing use as well as the area and conforms to the future land use map

PLANNING & ZONING COMMISSION TESTIMONY:
Ron Willis, Anderson Engineering, requesting approval for the final plat.

Mr. Eastman asked how the traffic will be handled?

Mr. Stanton stated that they actually designed a wrap-around drive thru in their site plan to allow for significant stacking. It is a two-lane drive thru. Both entrances to the site are going to be at the furthest points from the intersection.

PUBLIC COMMENT:
None.

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

RECOMMENDATION:
Staff recommends approval of Case 024-22.
Planning and Zoning Commission approved Case 024-22 (7 Favor, 0 Nays,)

ATTACHMENTS:
CB 2022-264, Planning Report, Commission Minutes, Drury 2nd Subdivision Plat

CB 2022-264

Case 024-22: E. 36th St. and S. Range Line Rd. – A request to review a final plat – Chick-fil-A, Inc.

Ron Willis, Anderson Engineering, requesting approval for the final plat.

Mr. Eastman asked how the traffic will be handled?

Mr. Stanton stated that they actually designed a wrap-around drive thru in their site plan to allow for significant stacking. It is a two-lane drive thru. Both entrances to the site are going to be at the furthest points from the intersection.

Ms. Phillips wanted to know if MoDOT has approved all this, or do they need too?

Mr. Bolander stated they have approved, but what was not mentioned is another road going thru between Sam's Club and the hotel. There will be two traffic signals.

MS. STEELE MOVED, SECONDED BY MS. WARREN THAT CASE 024-22 BE FORWARDED TO THE CITY COUNCIL WITH THE RECOMMENDATION FOR APPROVAL. MOTION CARRIED WITH MS. BRUECKNER-SEARS, MR. EASTMAN, MR. MCCULLOUGH, MS. STEELE, MR. KIMBLE, MS. WARREN, AND MS. PHILLIPS "AYE" (7 IN FAVOR, 0 NAYS)

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

STAFF PLANNING REPORT
Final Plat

CASE 024-22 Final Plat Review

NAME OF SUBDIVISION Drury 2nd Subdivision

LOCATION: Northeast Corner of S. Range Line Rd. and E. 36th St.

APPLICANT: Chick-fil-a, Inc.

PRESENT ZONING: C-3

PRESENT LAND USE: Vacant (Restaurant Under Construction)

SITE CONTEXT:

	North	East	South	West
Existing Zoning	C-3	C-3	C-3	C-3
Land Use	Vacant	Hotel	Hotel	Hotel/Fuel Sales

SUBDIVISION:

Number of lots
2

TRANSPORTATION:

Streets with access	Classification	Right-of-way width
E. 36th St.	Local	50′
S. Range Line Rd.	Arterial	105′

WILL TURNING MOVEMENTS OF THE PROPOSED USE CREATE AN UNDUE TRAFFIC HAZARD?

No. Entryways into the subdivision via commercial driveways are positioned as far from the intersection of Range Line and 36th St. as possible. Cross-access is platted between the 2 lots.

UTILITIES: In place. Stormwater detention is underground.

FLOOD PLAIN: N/A

STAFF ANALYSIS:

DOES THE PROPOSED SUBDIVISION COMPLY WITH THE CITY'S SUBDIVISION REGULATIONS?

Yes.

DISCUSSION:

This final plat approval is for Drury 2nd Subdivision located at Northeast corner of S. Range Line Rd. and W. 36th St. This subdivision will be 2 commercial lots, zoned C-3 Commercial. This zoning is appropriate for the existing use as well as the area and conforms to the future land use map. The Final Plat does require City Council approval. This plat meets the requirements of the subdivision regulations.

Chick-fil-a, Inc. is seeking a 2-lot commercial subdivision for general commercial uses. Utilities will not need to be extended, though stormwater detention will be built underground under the proposed parking lot.

Staff recommends approval of Case 024-22.

ENCLOSURES:

Application
Preliminary Plat

CITY OF JOPLIN, MISSOURI

FINAL PLAT CHECKLIST

~~Subdivision~~ No.: 026-22
Date Filed: _____
Date of Meeting: 3-14-22
Filing Fee: $0

Return Form To:
Planner
602 S. Main St.
Joplin, Missouri 64802
417-624-0820 Ext. 1511
FAX 417-625-4738

I. Name of Subdivision: Drury Second Subdivision

II. Name of Owner: Chick-fil-A, Inc. (c/o Justin Lurk)

III. Name of Subdivider: Chick-fil-A, Inc. (c/o Justin Lurk)

IV. Name of Person who prepared the Plat: Anderson Engineering (Gregory Bowers, PLS)

V. Point of Contact: Joe Vavrina, PE (HR Green, Inc.) Phone No.: 815-385-1778

VI. Email: jvavrina@hrgreen.com

VII. Location of Property by Streets: NE Corner of Range Line Road and E. 36th Street Intersection

VIII. Present Zoning of Property: C-3

IX. Present Uses of Property: Commercial

X. No. of Acres in Total Tract: 2.63 No. of Lots: 2

XI. Date of Hearing: _____

Instructions:
The following checklist is to be completed by **the applicant** and shall accompany the Final Plat when it is submitted to the Planning and Zoning Commission. If the answer to any of the questions is "No," a written explanation should accompany this checklist.

XII. Does the Final Plat show the following information?	Yes	No
A. Name of the subdivision	✓	
B. Location of section, township, range, county, and state, including the descriptive boundaries of the subdivision based on an accurate traverse, giving angular and linear dimensions which must be mathematically correct.	✓	
C. Location of monuments or benchmarks. Location of such monuments		

shall be shown in reference to existing official monuments or the nearest established street, lines, including the true angles and distances to such reference points or monuments. ✓ ____

D. The location of lots, blocks, streets, public highways, alleys, parks and other features, with accurate dimensions in feet and decimals of feet with the length of radii on all curves, and other information necessary to reproduce the plat on the ground. Dimensions shall be shown from all curbs to lot lines. ✓ ____

E. Lots numbered clearly. Blocks numbered or lettered clearly in the center of the block. ✓ ____

F. Exact locations, widths and names of all streets and alleys to be dedicated. Street names coordinate with existing city streets. ____ ✓ N/A

G. Boundary lines and descriptions of the boundary lines of any area other than streets and alleys, which are to be dedicated or reserved for public use. ✓ ____

H. Minimum area and associated minimum elevation for the building on each lot planned as a building site when requested by the Planning and Zoning Commission. ____ ✓ N/A

I. Building setback lines on the front, side, and rear property lines dimensions. Meet minimum zoning requirements. ✓ ____

J. Name and address of the registered land surveyor preparing the plat. ✓ ____

K. Scale of plat, 1" = 100' or larger, date or preparation and north point. ✓ ____

L. Statement dedicating all easements, streets, alleys, and all other areas not previously dedicated. ✓ ____

XIII. Was the original on mylar, and 20 paper copies submitted? ✓ Mylar to be submitted after plat is approved. ____

XIV. Was a .pdf copy, shapefile, and .docx of legal description submitted on thumb drive? ✓ Shapefile to be provided after plat is approved. ____

XV. Have all acknowledgments been signed?

A. Owner or owners and all mortgager. ____ ✓ Plat to be signed after plat has been approved.

B. Dedications or reservations. ____ ✓

C. Surveyor preparing plat. _____ ✓

XVI. Has certification been submitted stating that all taxes and special assessments due and payable have been paid? _____ ✓ Can be provided in future submittal.

XVII. Deed Restrictions:

A. Are any deed restrictions planned for subdivision? _____ ✓

B. If so, has a copy been submitted? _____ _____

XVIII. How has installation of the following improvement been guaranteed?

	Construction	Bond	Petition (%)
Streets	_____	_____	_____
Water	_____	_____	_____
Sewer	_____	_____	_____
Sidewalks	_____	_____	_____
Stormwater	_____	_____	_____
Other, as required			
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____

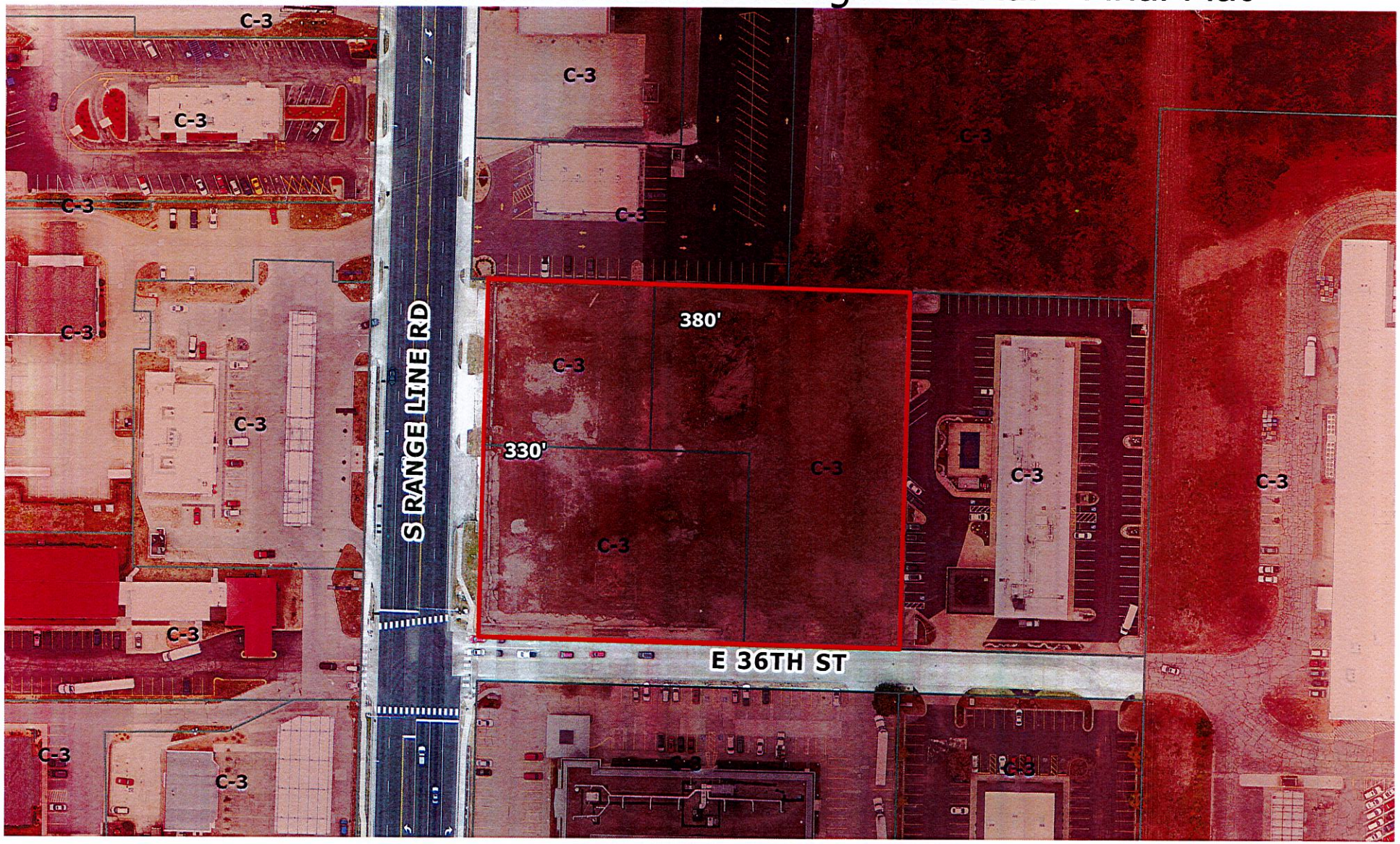
XIX. Are additional comments attached? _____ _____

Final plats that do not meet subdivision regulations will not be processed or scheduled on an agenda to the Planning and Zoning Commission until corrected.

_____ 10/27/2021

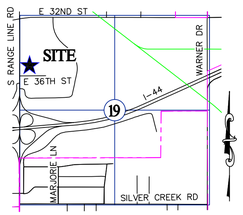
Signature Date

Case 024-22: E. 36th St. and S. Range Line Rd. - Final Plat

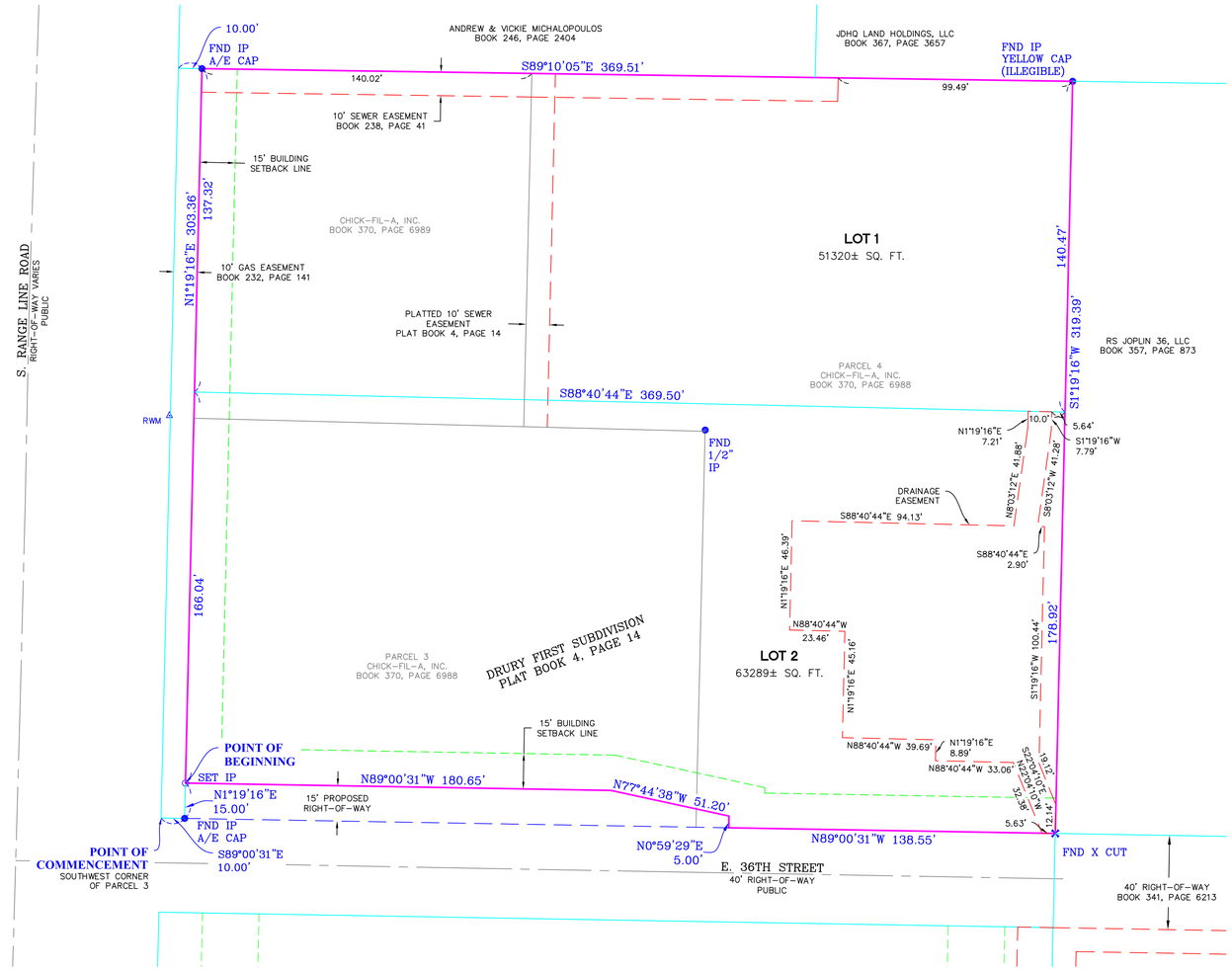


Case 024-22: E. 36th St. and S. Range Line Rd. – A request to review a final plat – Chick-fil-A, Inc.

FINAL PLAT OF
DRURY SECOND SUBDIVISION
BEING A REPLAT OF PHASE 3 AND 4 OF
DRURY FIRST SUBDIVISION AND ADDITIONAL AREA
CITY OF JOPLIN, NEWTON COUNTY, MISSOURI



LOCATION SKETCH
SECTION 19
T 27 N, R 32 W
SCALE: 1"=2000'



LEGEND

- SET CHISELED "X" CUT
- SET X CUT
- FOUND IRON PIN–AS NOTED
- SET 1/2" IRON PIN WITH CAP STAMPED A/E INC LC 62
- RIGHT–OF–WAY MARKER
- PROPERTY LINE

GRAPHIC SCALE

30 0 15 30 60 120

(IN FEET)
1 inch = 30 ft.

ZONING DATA

SUBJECT PROPERTY IS ZONED C–3 (COMMERCIAL DISTRICT)

BUILDING REQUIREMENTS: NO BUILDING SHALL EXCEED 3 STORIES OR 45'.

BUILDING SETBACK LINES:
FRONT: 15'
SIDE: NONE
REAR: NONE

SUBDIVISION INFORMATION

TOTAL ACRES:	2.63±
TOTAL NO OF LOTS:	2
CURRENT ZONING:	C–3
SUBMITTAL DATE:	
SOURCE OF WATER:	CITY OF JOPLIN
SOURCE OF SEWER:	CITY OF JOPLIN
SOURCE OF TITLE:	BK 370, PG 6988 BK 370, PG 6989
PRELIMINARY APPROVAL:	
ACCURACY STANDARD:	URBAN

FLOOD NOTE
BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS IN ZONE X OF THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 29097C0286E, WHICH BEARS AN EFFECTIVE DATE OF NOVEMBER 2, 2012 AND IS NOT IN A SPECIAL FLOOD HAZARD AREA. NO FIELD SURVEYING WAS PERFORMED TO DETERMINE THIS ZONE.

SURVEY DESCRIPTION

A PARCEL OF LAND LYING IN THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 27 NORTH, RANGE 32 WEST, NEWTON COUNTY, MISSOURI, BEING PART OF PARCEL 3 AND ALL OF PARCEL 4 OF DRURY FIRST SUBDIVISION AS SHOWN IN PLAT BOOK 4, AT PAGE 14 IN THE NEWTON COUNTY RECORDER'S OFFICE, AND PART OF A TRACT OF LAND DESCRIBED IN BOOK 370, PAGE 6988 AND IN BOOK 370, PAGE 6989 IN THE NEWTON COUNTY RECORDER'S OFFICE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF PARCEL 3 IN DRURY FIRST SUBDIVISION, AFORESAID; THENCE ALONG THE SOUTH LINE OF SAID PARCEL 3, SOUTH 89°00'31" EAST, 10.00 FEET, TO THE INTERSECTION OF THE EAST RIGHT–OF–WAY LINE OF SOUTH RANGE LINE ROAD AND THE NORTH RIGHT–OF–WAY LINE OF EAST 36TH STREET; THENCE ALONG THE EAST RIGHT–OF–WAY OF RANGE LINE ROAD, NORTH 01°19'16" EAST, 15.00 FEET, TO THE POINT OF BEGINNING; THENCE ALONG SAID EAST RIGHT–OF–WAY LINE, NORTH 01°19'16" EAST, 303.36 FEET, TO A POINT ON THE NORTH LINE OF SAID TRACT OF LAND DESCRIBED IN BOOK 370, PAGE 6989; THENCE LEAVING SAID EAST RIGHT–OF–WAY, SOUTH 89°10'05" EAST ALONG THE NORTH LINE OF SAID TRACT OF LAND, AND THE NORTH LINE OF PARCEL 4 IN SAID DRURY FIRST SUBDIVISION, 369.51 FEET TO THE NORTHEAST CORNER OF SAID PARCEL 4; THENCE SOUTH 01°19'16" WEST ALONG THE EAST LINE OF SAID PARCEL 4, 319.39 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL 4; THENCE NORTH 89°00'31" WEST ALONG THE SOUTH LINE OF SAID PARCELS 4 IN SAID DRURY FIRST SUBDIVISION, 138.55 FEET; THENCE NORTH 00°59'29" EAST, 5.00 FEET; THENCE NORTH 77°44'38" WEST, 51.20 FEET; THENCE NORTH 89°00'31" WEST, 180.65 FEET, TO THE POINT OF BEGINNING. CONTAINING 2.63 ACRES, MORE OR LESS. BEARINGS BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983, WEST ZONE.

NOTES

1) BEARINGS BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983, WEST ZONE.

2) ELEVATIONS ARE NAVD88 DERIVED FROM GPS OBSERVATION AND OPUS SOLUTION ON LOCAL CONTROL.

3) THERE ARE PLATTED EASEMENTS AS WELL AS EASEMENTS DEDICATED BY BOOK 337, PAGE 1286, BOOK 337, PAGE 1431, AND BOOK 343, PAGE 4802 ON THE SUBJECT PROPERTY. THESE EASEMENTS ARE IN THE PROCESS OF BEING VACATED AND HAVE NOT BEEN GRAPHICALLY DEPICTED ON THE PLAT PER THE CLIENT'S REQUEST.

CERTIFICATE OF RECORDING
STATE OF MISSOURI)
) SS
COUNTY OF NEWTON)

I, JENNIFER CHILDERS, RECORDER OF NEWTON COUNTY DO HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OF WRITING WAS, ON THE _____ DAY OF _____ 20____ A.D. AT _____ O'CLOCK _____ MIN. _____ M. DULY FILED FOR RECORD IN THIS OFFICE AND IS RECORDED IN THE RECORDS OF THIS OFFICE IN PLAT BOOK_____ AT PAGE_____ IN TESTIMONY WHEREOF I HAVE HEREUNTO SET MY HAND AND AFFIXED MY SEAL AT NEOSHO, MISSOURI, THIS _____ DAY OF_____, 20____.

_____ _____
JENNIFER CHILDERS DEPUTY
RECORDER

ZONING & PLANNING COMMISSION APPROVAL
THIS PLAT OF DRURY SECOND SUBDIVISION HAS BEEN SUBMITTED TO AND APPROVED BY THE JOPLIN PLANNING AND ZONING COMMISSION THIS ___ _____ DAY OF _____, 20____.

_____
CHAIRMAN

CITY APPROVAL
THIS PLAT OF DRURY SECOND SUBDIVISION, INCLUDING EASEMENTS AND RIGHTS–OF–WAY ACCEPTED BY THE CITY COUNCIL HAS BEEN SUBMITTED TO AND APPROVED BY THE JOPLIN CITY COUNCIL BY ORDINANCE NO. __ _____, DULY PASSED AND APPROVED BY THE MAYOR ON THE _____, DAY OF_____, 20____, OF JOPLIN, MISSOURI.

(SEAL) _____
MAYOR

ATTEST:

_____ _____
CITY CLERK CITY ENGINEER

OWNER'S CERTIFICATE AND DEDICATION
SAID LAND HAS BEEN SUBDIVIDED AS SHOWN HEREON. STREETS AND EASEMENTS ARE RELINQUISHED AND DEDICATED TO THE PUBLIC. ALL TAXES AND SPECIAL ASSESSMENTS DUE AND PAYABLE HAVE BEEN PAID IN FULL, IN WITNESS WHERE OF, I, JUSTIN LURK, PROJECT DEVELOPMENT LEAD OF CHICK–FIL–A, INC., HAVE HEREUNTO SET MY HAND, THIS _____ DAY OF _____, 20____.

(Signed)_____
JUSTIN LURK

ACKNOWLEDGMENT
STATE OF MISSOURI)
) SS
COUNTY OF NEWTON)

BE IT REMEMBERED THAT ON THIS _____ DAY OF _____, 20__ BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, CAME JUSTIN LURK, PROJECT DEVELOPMENT LEAD TO ME PERSONALLY KNOWN TO BE THE SAME PERSON WHO EXECUTED THE FOREGOING INSTRUMENTS IN WRITING AND DULY ACKNOWLEDGED THE EXECUTION OF SAME, IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY NOTARY SEAL THE DAY AND THE YEAR ABOVE WRITTEN.

_____ (SEAL)
NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

SOURCE OF DEED
CHICK–FIL–A, INC.
BOOK 370, PAGE 6988
BOOK 370, PAGE 6989

DEVELOPER
CHICK–FIL–A
5200 BUFFINGTON RD
ATLANTA, GA 30349

ENGINEER/LAND SURVEYOR
ANDERSON ENGINEERING, INC.
811 E. 3RD STREET
JOPLIN, MISSOURI 64801
GREGORY B. BOWERS, P.L.S.

SURVEYORS CERTIFICATE
KNOW ALL MEN BY THESE PRESENTS:
THAT I, GREGORY B. BOWERS, DO HEREBY CERTIFY THAT THIS PLAT WAS PREPARED UNDER MY SUPERVISION FROM AN ACTUAL SURVEY OF THE LAND HEREON DESCRIBED AND IN ACCORDANCE WITH THE CURRENT MISSOURI STANDARDS FOR URBAN PROPERTY SURVEYS, PREPARED BY ANDERSON ENGINEERING, INC., AND THAT THE CORNER MONUMENTS AND LOT CORNER PINS WERE PLACED OR WILL BE PLACED WITHIN 12 MONTHS AFTER RECORDING PLAT.
LAST REVISION DATE: JANUARY 6, 2022

ANDERSON ENGINEERING, INC. L.C. 62
by

FOR REVIEW

_____ DATE 1–6–2022
GREGORY B. BOWERS
MO P.L.S. NO. 2672

ANDERSON ENGINEERING
EMPLOYEE OWNED
ENGINEERS SURVEYORS LABORATORIES DRILLING GIS

811 E. 3RD STREET
JOPLIN, MISSOURI 64801
PHONE (417) 782-7399

FIELD: DATE: 1–6–22
DRAWN: SLM FIELD BK:
CHECKED: JLH JOB NO: 20J020114

JOP 100–5966
SHT. 1 OF 1 REV. ___

P & Z Case 024-22
Chick-fil-A
(P & Z Recommended Approval)

COUNCIL BILL NO. 2022-264 ORDINANCE NO.

AN ORDINANCE establishing grades and accepting the Final Plat of Drury 2nd Subdivision located at the Northeast Corner of S. Range Line Rd. and E. 36th St. City of Joplin, Jasper County, Missouri.

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

Section 1. That the grades in the Plat of Subdivision located at the Northeast Corner of S. Range Line Rd. and E. 36th St. in the City of Joplin, Jasper County, Missouri be and the same are hereby fixed and established as follows:

A PARCEL OF LAND LYING IN THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 27 NORTH, RANGE 32 WEST, NEWTON COUNTY, MISSOURI, BEING PART OF PARCEL 3 AND ALL OF PARCEL 4 OF DRURY FIRST SUBDIVISION AS SHOWN IN PLAT BOOK 4, AT PAGE 14 IN THE NEWTON COUNTY RECORDER'S OFFICE, AND PART OF A TRACT OF LAND DESCRIBED IN BOOK 370, PAGE 6988 AND IN BOOK 370, PAGE 6989 IN THE NEWTON COUNTY RECORDER'S OFFICE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHWEST CORNER OF PARCEL 3 IN DRURY FIRST SUBDIVISION, AFORESAID; THENCE ALONG THE SOUTH LINE OF SAID PARCEL 3, SOUTH 89'00'31" EAST, 10.00 FEET, TO THE INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF SOUTH RANGE LINE ROAD AND THE NORTH RIGHT-OF-WAY LINE OF EAST 36TH STREET; THENCE ALONG THE EAST RIGHT-OF-WAY OF RANGE LINE ROAD, NORTH 01'19'16" EAST, 15.00 FEET, TO THE POINT OF BEGINNING; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE, NORTH 0119'16" EAST, 303.36 FEET, TO A POINT ON THE NORTH LINE OF SAID TRACT OF LAND DESCRIBED IN BOOK 370, PAGE 6989; THENCE LEAVING SAID EAST RIGHT-OF-WAY, SOUTH 89'10'05" EAST ALONG THE NORTH LINE OF SAID TRACT OF LAND, AND THE NORTH LINE OF PARCEL 4 IN SAID DRURY FIRST SUBDIVISION, 369.51 FEET TO THE NORTHEAST CORNER OF SAID PARCEL 4; THENCE SOUTH 0119'16" WEST ALONG THE EAST LINE OF SAID PARCEL 4, 319.39 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL 4; THENCE NORTH 89'00'31" WEST ALONG THE SOUTH LINE OF SAID PARCELS 4 IN SAID DRURY FIRST SUBDIVISION, 138.55 FEET; THENCE NORTH 00'59'29" EAST, 5.00 FEET; THENCE NORTH 77'44'38" WEST, 51.20 FEET; THENCE NORTH 89'00'31" WEST, 180.65 FEET, TO THE POINT OF BEGINNING. CONTAINING 2.63 ACRES, MORE OR LESS. BEARINGS BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983, WEST ZONE.

Section 2. That said plat, having been filed showing that the lots have been staked out and platted and the streets and alleys have been dedicated to the public for public use, and that the proper levels have been run and the grades established for said addition, is hereby accepted by the City of Joplin, Jasper County, Missouri, and according to the statutes of the State of Missouri .

Section 3. That the City Clerk is hereby authorized and directed to endorse upon such plat the approval of the Council under her hand and the Seal of the City of Joplin, Missouri.

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

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2022-508 – Approving a fee for the newly created parklet permit

MEETING DATE
April 4, 2022

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2022-508 Ordinance

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

SUMMARY
This Council Bill establishes a fee for the newly created parklet permit.

BACKGROUND
On March 21st, the Council approved an ordinance that allows the Public Works department to issue permits for parklets as set forth in the parklet regulations included in the ordinance. The permit will require inspections by the Public Works Department to ensure the parklets are safe for the Community and meet the parklet permit regulations. As such, this ordinance adopts the fee of $150.00 for each parklet permit issued to help recover the costs incurred by the City. User fees should recover most of the related cost of providing the service, so general taxes are not supporting services for specific users. Under Hancock provisions, the City is only allowed to recover the cost of providing the service.

The fee will be effective on May 9, 2022.

FUNDING SOURCE
This item is not applicable for a new revenue.

RECOMMENDATION
Staff recommends this council bill be approved on first reading.

COUNCIL BILL NO. 2022-508 ORDINANCE NO.

AN ORDINANCE repealing Section 106-62, Plan Review and Permit Fees, Article III, Improvement Permits, of Chapter 106, Streets, Sidewalk and Other Public Places, of the Code of Ordinances of the City of Joplin and enacting in lieu thereof a new Section 106-62, Plan Review and Permit Fees, Article III, Improvement Permits, of Chapter 106, Streets, Sidewalks and Other Public Places, of the Code of Ordinances of the City of Joplin to implement certain fee changes; and setting a date when this Ordinance shall become effective.

WHEREAS, the Council of the City of Joplin passed a new ordinance allowing the installation and usage of parklets as set forth in the regulations for said parklets; and,

WHEREAS, the City of Joplin will incur costs to inspect the parklets for the benefit of the community; and,

WHEREAS, the Council of the City of Joplin desires to establish a new fee to help recover the cost of this service.

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

Section 1. That Section 106-62, Plan Review and Permit Fees, Article III, Improvement Permits, of Chapter 106, Streets, Sidewalks and Other Public Places, be repealed and a new Section 106-62, Plan Review and Permit Fees, Article III, Improvement Permits, of Chapter 106, Streets, Sidewalks and Other Public Places of the Code of Ordinances of the City of Joplin be enacted in lieu thereof to read as follows:

"**ARTICLE III. IMPROVEMENT PERMITS**

Sec. 106-62. Plan Review and Permit Fees.

(1) Before any permit shall be issued under the provisions of this article, the applicant therefor shall pay a fee determined as follows:

a. *Driveway.* The fee for driveway permits shall be as follows:
   i. Residential - $50.00
   ii. Commercial - $100.00

b. *Sidewalk.* The fee for sidewalk permits shall be as follows:
   i. Residential - $50.00
   ii. Commercial - $100.00

c. *Curb & Gutter.* The fee for curb and gutter permits shall be as follows:
   i. Residential - $50.00

ii. Commercial - $100.00

d. *Stormwater.* The fee for stormwater permits shall be as follows:
   i. Commercial - $100.00

(2) *Special Event Permit.* When a special event held within the limits of the City of Joplin requires city labor and materials, the applicant therefor shall pay a fee of $150.00 per special event.

(3) *Parklet Permit.* When a parklet permit is issued within the limits of the City of Joplin as set forth in the parklet regulations, the applicant therefor shall pay a fee of $150.00 per parklet.

(4) *Road Closure Permit.* When a road or street within the limits of the City of Joplin requires a temporary closure for construction, utility repairs, special events or any other reason, the applicant therefor shall pay a fee of $75.00 per road closure.

(5) *Plan Review*. Where an engineering plan review is required for any reason, fees shall be collected for such plan review as follows:

a. *Engineering Commercial Plan Review* fee shall be .001 multiplied by the value of the project, with a maximum cap of $2,500.00 per plan review.
   i. The value of the project in this section shall be computed by one of the following methods and approved by the Public Works Director, but in no case shall the value of the project be less than the minimum set forth in this section.
      a) Provided by the person applying for the permit and verified by the Public Works Director.
      b) Calculated using the Building Valuation Data published in the Building Safety Journal each February issue (on file in the City Clerk's office) based on square footage of the project, and modified for the City of Joplin, using a multiplier of 0.87.
   ii. The minimum value of the project shall be calculated using the Building Valuation Data published in the Building Safety Journal each February issue (on file in the City Clerk's office) based on square footage of the project, and modified for the City of Joplin, using a multiplier of .65.

b. *Engineering Residential Subdivision Plan Review* fee shall be assessed upon the submission of a preliminary plat in the amount of $100.00, plus $10.00 per lot. The fee shall be paid at the time the preliminary plat is submitted and shall apply to approval of the preliminary plat and final plat, provided that the final plat includes the same area as the preliminary plat.

c. *Engineering Traffic Control Plan Review* fee shall be assessed upon the submission of a temporary roadway closure plan for traffic lane adjustments in the amount of $50.00 per plan. The fee shall be paid at the time the plan is submitted.

(6) *Fee Review Process.*
City Council shall review the costs of services with all user fees at least on a biennial basis during the budget process to determine the appropriateness of the fees charge."

Section 2. That this ordinance shall become effective on May 9, 2022.

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

_____ day of _____, 2022.

_____
Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2022-603 – approving an agreement for annual support and upgrade services with Central Square Technologies, LLC.

MEETING DATE
April 4, 2022

REVIEWED BY
Director of IT: Mark Morris; Director of Finance: Leslie Haase; City Attorney: Peter Edwards; City Manager: Nicholas Edwards

SUMMARY
This Council Bill approves an UPGRADE agreement by and between the City of Joplin and Central Square Technologies, LLC., to cover the annual software payment and related conversion fees for the Public Safety software and related systems as budgeted in the Annual Budget of the ~~City of Joplin f~~or the Fiscal Year 2021-2022 as adopted by Council Bill 2021-523 on October 18, 2021.

BACKGROUND
Central Square Technologies, LLC., has been the City's primary software provider for over twenty-one years. In 2009, the Public Safety Systems were upgraded with Council's approval to SunGard OSSI, also a subsidiary of Central Square Technologies. Police Command Staff, along with the City IT department, has conducted onsite demonstrations involving Central Square, Omnigo, and Motorola. The goal was to evaluate the most comprehensive replacement software system for Public Safety. Omnigo was deficient in several modules. Motorola was cost prohibitive. Upon completing these extensive evaluations, Central Square was the lowest and best price. Central Square is also the incumbent vendor and is the only software 100% compatible with our existing software, thus they are a sole source. If either of the other software vendors had risen to the top for the evaluating group, a formal bid would have been issued.

FUNDING SOURCE
These payments are included in the FY 2021-22 budget of the Information Technology Dept. as well as the Police Public Safety Tax

RECOMMENDATION
Staff recommends adoption of this Council Bill on 1st Reading

ATTACHMENTS
CB2022-603 Ordinance; Central Square Technologies, LLC Agreement, DEMS Agreement

Software License and Service Agreement

City of Joplin, Missouri

This Software License and Service Agreement (this "Agreement") entered into as of this ____ day of _____ 20___ by and between City of Joplin, Missouri ("Customer"), having its principal place of business at 602 South Main Street, Joplin, MO 64801, and CentralSquare Technologies LLC ("CentralSquare"), having its principal place of business at 1000 Business Center Drive, Lake Mary, FL 32746. Customer and CentralSquare may also be referred to herein individually as a "Party" or collectively as the "Parties".

WHEREAS, Customer entered into a prior agreement for ONESolution Software products with Superion ("EmergiTech"), a CentralSquare Technologies, LLC company; and

WHEREAS, Customer is a currently licensed end user of the ONESolution Software; and

WHEREAS, Customer desires to discontinue use of the ONESolution application(s) and upgrade to the CentralSquare Software identified in Exhibit B to this Agreement; and

WHEREAS, this Agreement shall replace and supersede any and all prior agreements directly related to the ONESolution products being replaced by this Agreement and its Exhibits.

This Agreement details the responsibilities of CentralSquare and Customer with regard to the public safety software, hardware, and related services to be provided by CentralSquare under this Agreement.

Customer will be part of a system consisting of Customer and the Duquesne Police Department. Customer will serve as the hosting agency (production site) for both agencies, with Duquesne Police Department an authorized user of the host system. In the event that Duquesne Police Department chooses to move to a standalone system, additional fees will be required for hardware, services, and CentralSquare Software necessary for it to be on a standalone system, if applicable.

Now, therefore, in consideration of the mutual covenants and promises contained in this Agreement, the Parties agree as follows:

1.0 Exhibits and Order of Precedence

The following Exhibits are incorporated into this Agreement:

1. Exhibit A: Statement of Work
2. Exhibit B: Pricing Detail
3. Exhibit C: Payment Schedule
4. Exhibit D: Maintenance Agreement

In the event of any inconsistency among the various documents that comprise this Agreement, the order of precedence shall be as follows: (i) the Agreement, followed by (ii) the Exhibits to the Agreement in the order in which they appear.

2.0 Software Subscription Access

2.1 Access to Software

In consideration of Customer's payment of the Subscription Fee set forth in *Exhibit B: Pricing Detail*, and subject to the terms and conditions set forth herein, CentralSquare hereby grants to Customer, and Customer accepts, a non-transferable and non-exclusive right to use certain CentralSquare software (the

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"Software") identified in *Exhibit B: Pricing Detail* only for Customer's own business purposes in object code format.

2.2 Copies and Modifications

No CentralSquare identifying marks, copyright or proprietary right notices may be deleted from the Software. Customer shall not decompile, or create by reverse engineering or otherwise, the source codes from the object code supplied hereunder, or adapt the Software in any way or use it to create a derivative work. CentralSquare shall not be responsible in any way for Software performance if the Software has been modified, except as modified by CentralSquare.

2.3 CentralSquare Server Access and Restrictions on Usage

Customer will ensure that all CentralSquare Server Hardware is directly network accessible (console level access) to CentralSquare at all times via SSH connection; reverse-tunnel or other secure methods of connection are not permitted except at the discretion of CentralSquare. There shall be no additional authorization or equipment required except as requested by CentralSquare. Cooperation of Customer's IT department is required with respect to implementation and/or maintenance of the SSH connection. The persistent SSH secured service connection is mandatory and necessary for the proper functionality of the managed server component and/or the Pro application by CentralSquare's DevOps team. This connection is only utilized by CentralSquare's CJIS-compliant employees for purposes that include but are not limited to, contractually mandated backups, installation of major and minor software releases and/or execution of the managed service component of the Agreement.

Customer shall not allow any party, other than CentralSquare, to add, update, or delete database records or file system objects directly to or on the server or database except as provided for in the CentralSquare Documentation.

Customer shall not access any Server Hardware except as provided in the CentralSquare Documentation or cause any software except the Software provided under this Agreement to be installed on or executed on the Server Hardware.

2.4 Infringement

CentralSquare will at its expense defend against any claim, action or proceeding by a third party ("Action" herein) for infringement by the CentralSquare Software of copyright or trade secrets, provided that Customer immediately notifies CentralSquare in writing of such Action and cooperates fully with CentralSquare and its legal counsel in the defense thereof. CentralSquare may in its discretion (i) contest, (ii) settle, (iii) procure for Customer the right to continue using the CentralSquare Software, or (iv) modify or replace the CentralSquare Software so that it no longer infringes (as long as the functionality and performance described in the Specifications substantially remains following such modification or replacement.) Customer may participate in the defense of such Action at its own expense. If CentralSquare concludes in its sole judgment that none of the foregoing options are commercially reasonable, and Customer's use of the CentralSquare Software is permanently enjoined as a result of a judgment of a court of competent jurisdiction in such Action, then CentralSquare will return to Customer the CentralSquare Software subscription fee(s) paid by Customer under this Agreement less a prorated portion of said fee(s)

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for Customer's use of the CentralSquare Software and the use granted in this Agreement shall terminate. In addition, in the event such Action results in a money judgment against Customer which does not arise, wholly or in part, from the actions or omissions of Customer, its officers, directors, employees, contractors, agents, or elected officials, or a third party, CentralSquare will, subject to Section 5.0 herein, indemnify Customer therefrom.

Notwithstanding the above, CentralSquare shall have no duty under this Section 2.4 with respect to any claim, action or proceeding arising from or related to infringements (i) by Third Party Software, including operating system software, or non-Server Hardware, (ii) arising out of modifications to the CentralSquare Software and/or Documentation not made by CentralSquare, (iii) resulting from use of the CentralSquare Software to practice any method or process which does not occur wholly within the CentralSquare Software, or (iv) resulting from modifications to the CentralSquare Software or Documentation prepared pursuant to specifications or other material furnished by or on behalf of Customer. This Section 2.4 states the entire obligation of CentralSquare regarding infringement of intellectual property rights, and it will survive the termination of this Agreement.

3.0 Delivery, Fees and Payments

3.1 Delivery of Software to Customer

The Software shall be delivered in executable object code form only. CentralSquare shall initially deliver and install copies of the Software as set forth in *Exhibit A: Statement of Work*, in the quantities set forth in *Exhibit B: Pricing Detail.* Except as stated in *Exhibit D: Maintenance Agreement*, CentralSquare shall not be responsible for providing any updates, enhancements, modifications, revisions, additions, replacements, conversions or maintenance to the Software.

3.2 Delivery of Server Hardware to Customer

CentralSquare shall ship Server Hardware provided under this Agreement as set forth in *Exhibit B: Pricing Detail* to Customer's location at a mutually agreeable time in the project timeline. Items shipped via commercial carrier are FOB destination at the fixed price stated in *Exhibit B: Pricing Detail*. It shall be Customer's responsibility to install all Hardware, and Server Hardware, as well as to perform proper facility preparation and maintenance (such as appropriate uninterrupted power, air conditioning, space, electrical drops, security, network equipment, network drops, etc.) not specified in this Agreement as being provided by CentralSquare, but necessary to accommodate equipment as specified in the Statement of Work before, during, and after installation.

3.3 Delivery of Services to Customer

CentralSquare will provide Services as set forth in *Exhibit A: Statement of Work*.

3.4 Fees

Customer will pay CentralSquare the fees, without deduction or offset, set forth in *Exhibit C: Payment Schedule*.

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3.5 Late Payment

If Customer fails to pay any amount due within thirty (30) days of invoice date, Customer shall pay late charges of one and one half percent (1.5%) or the highest allowed by law, whichever is lower, per month on such balance.

3.6 Software Acceptance

Customer acknowledges that the CentralSquare Software shall be deemed accepted on the date of delivery. In the event that a Customer notifies CentralSquare of a material non-conformity in the Software as compared with the Statement of Work, CentralSquare shall use commercially reasonable efforts to correct the reported non-conformity in accordance with the support provisions set forth in Exhibit D: Maintenance Agreement. This provision does not apply to System Acceptance, which will be achieved in accordance with the implementation, acceptance, and Go Live process as defined in the Statement of Work.

3.7 Hardware Acceptance

Customer acknowledges that the Hardware and Server Hardware shall be deemed accepted on the date of delivery. In the event that a Customer notifies CentralSquare of a material non-conformity in the Hardware as compared with the Statement of Work, CentralSquare shall use commercially reasonable efforts to correct the reported non-conformity.

3.8 Additional Components and Third-Party Applications

Other components (hardware and/or software, collectively "Third-Party Components") may be desired for use with the System. CentralSquare assumes no responsibility under this Agreement for obtaining and/or supporting any Third-Party Components except as expressly agreed herein. This includes, but is not limited to, networking equipment, workstations, servers for third-party systems, mobile networking equipment, and mobile workstations, laptops, or tablets.

Unless otherwise established in this Agreement, CentralSquare, its employees and/or contractors shall not be obligated to install, utilize or otherwise maintain any type of third-party software application for any purposes. This includes, but is not limited to, VPN, MFA, etc., nor shall be obligated to utilize any type of RSA token and/or functionally similar device for purposes of access to any Customer network, system and/or data. Customer agrees to waive the use of same if required for network access.

3.9 Third-Party Costs

Except as expressly agreed herein, CentralSquare assumes no responsibility for any third-party costs related to implementation of the System. This includes, but is not limited to, any third-party costs associated with the implementation of Interfaces as defined in *Exhibit A: Statement of Work*.

4.0 Rights and Obligations

4.1 Proprietary Rights

CentralSquare represents that it is the owner of or otherwise has the rights to the Software and that it has the right to grant the use. CentralSquare retains title to the Software and its associated

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Documentation, including, without limitation, all copies and audiovisual aspects thereof and all rights to patents, copyrights, trademarks, trade secrets and other intellectual property rights inherent therein and appurtenant thereto. Customer shall not, by virtue of this Agreement or otherwise, acquire any proprietary rights whatsoever in the Software or its associated Documentation, which shall be confidential information of CentralSquare and the sole and exclusive property of CentralSquare. CentralSquare hereby expressly reserves any right not expressly granted to Customer by this Agreement. No identifying marks, copyright or proprietary right notices may be deleted from any copy of the Software. All right and title to any third-party software provided by CentralSquare under this Agreement shall remain with the applicable vendor thereof. Nothing in this Agreement shall be construed as conveying title in the Software, its associated Documentation, or any third-party software to Customer.

4.2 Trademarks and Trade Names

Any and all trademarks and trade names, which CentralSquare uses in connection with the License granted hereunder, are and shall remain the exclusive property of CentralSquare. Nothing contained in this Agreement shall be deemed to give Customer any right, title or interest in any trademark or trade name of CentralSquare.

4.3 Confidentiality

Except as otherwise provided in this Agreement, Customer shall not sell, transfer, publish, disclose or otherwise make available any portion of the Software or its associated Documentation to others. Customer shall use reasonable best efforts to cooperate with and assist CentralSquare in identifying and preventing any unauthorized use, copying or disclosure of the Software or any portion thereof or any of the algorithms or logic contained therein or any other deliverables.

4.3.1 CentralSquare agrees to maintain Customer's confidential business information and confidential data, including PII (Personal Identifiable Information), to which CentralSquare gains access in confidence and to not disclose such information except as required to perform hereunder or as required by law. Customer will use reasonable efforts to identify or designate information or data as confidential at or within five (5) business days of disclosure. Notwithstanding the above, CentralSquare shall own the copyrights, trade secrets, patent rights and other proprietary rights in and may use without restriction knowledge, information, ideas, methods, know-how, and copyrightable expression learned or acquired (including without limitation any feedback, suggestions, or other information or materials) as a result of or in connection with this Agreement to make modifications and enhancements to the CentralSquare Software or Documentation. Customer shall acquire no intellectual property ownership rights to the CentralSquare Software or Documentation as a result of such use, whether as author, joint author, or otherwise. Confidential information does not include any information which (a) is generally available to the public or becomes generally known to the public through no act or omission of CentralSquare or any violation of confidentiality; (b) is disclosed to CentralSquare by third parties without breach of confidentiality obligations; (c) is already in the lawful or rightful possession of CentralSquare prior to receipt of the confidential information or (d) is developed independently by CentralSquare without use of the confidential information.

4.3.1.1 CentralSquare maintains a security program for managing access to customer data –

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particularly HIPAA and CJIS information ("Security Approved Personnel"). This includes 1) a pre-employment background check; 2) security training required by Federal CJIS regulations; and 3) criminal background checks/fingerprints required by Federal or State regulations. CentralSquare will work with the Customer to provide reasonably required documentation (such as the CJIS Security Addendum Certification form).

4.3.1.2 If required by the Customer, CentralSquare will provide paper fingerprint cards for such Security Approved personnel with the fingerprinting performed in the state of the CentralSquare staff's job assignment. If the Customer requires fingerprints submitted in a form other than paper prints (such as Live Scan) or that such fingerprints be performed at the Customer's site, the Customer will reimburse CentralSquare for the cost of CentralSquare Security Approved Personnel traveling to the Customer's site or for a vendor (such as Live Scan) to travel to the applicable CentralSquare office location. This provision will apply during the installation of the Project and for the duration of the Customer's Maintenance Agreement.

4.4 Termination for Breach

CentralSquare may immediately terminate this Agreement, including all use rights granted herein, in the event Customer breaches any of its material confidentiality obligations regarding the Software and its associated Documentation.

4.5 Non-Confidential Information

Confidentiality obligations of the Parties shall not extend to information that:

(a) is, as of the time of its disclosure, or thereafter becomes part of the public domain through a source other than the receiving party;

(b) was known to the receiving party at the time of its disclosure and such knowledge can be proven by documentation;

(c) is independently developed by the receiving party;

(d) is subsequently learned from a third party not under a confidentiality obligation to the providing party; or

(e) is required to be disclosed pursuant to court order, subpoena, or government authority, whereupon the receiving party shall provide notice to the other party prior to such disclosure.

4.6 Limited Warranties

4.6.1 *Software Warranties*

CentralSquare warrants that: (i) it owns or otherwise has the rights in the Software and has the right to grant use of the Software as described in this Agreement.

4.6.1.1 Wireless Service Limitations

Problems in the CentralSquare Software or transmission of data caused by wireless services, including cell phone carriers, cell phone devices and operating systems, and any personal settings on the devices are not warranted by CentralSquare, or covered under the terms of this Agreement. The Customer's use of

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services provided by wireless service providers or carrier, or transmission of data from cell phone carriers, cell phones and operating systems, and the security, privacy, or accuracy of any data provided via such services is at the Customer's sole risk.

4.6.2 *Hardware and Third-Party Software Warranties*

CentralSquare warrants that, at the time of delivery, the Hardware and Server Hardware will be new and unused. CentralSquare will be solely responsible for processing and managing of all Server Hardware and Third-Party Software warranty claims that may be necessary during the term of this Agreement.

CENTRALSQUARE EXPRESSLY DISCLAIMS, AND CUSTOMER HEREBY EXPRESSLY WAIVES, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

4.7 Legal Relationship

It is expressly understood by Customer and CentralSquare that CentralSquare shall not be construed to be, and is not, an employee of Customer. CentralSquare shall provide services to Customer as an independent contractor with control over the time, means and methods for accomplishing the services outlined in this Agreement. CentralSquare further acknowledges that it is not entitled to such benefits as holiday time, vacation time, sick leave, retirement benefits, health benefits, or other benefits usually associated with employment.

4.8 Insurance Provision

CentralSquare, at all times during the term of this Agreement, shall obtain and maintain in force insurance coverage of the types and with the limits as follows:

(a) Commercial General Liability Insurance: Commercial general liability insurance with a limit of $1,000,000 for each occurrence; $2,000,000 in the aggregate.

(b) Professional Liability Insurance: Professional liability insurance with a limit of $5,000,000 each claim; $5,000,000 in the aggregate.

(c) Business Automobile Liability Insurance: Business automobile liability insurance or equivalent form with a limit of not less than $1,000,000 for each accident. Such insurance shall include coverage for owned, hired and non-owned vehicles.

At Customer's request, CentralSquare shall provide properly executed Certificates of Insurance which shall clearly evidence all insurance required in this Agreement.

5.0 Indemnification and Limitation of Liability

CentralSquare shall indemnify, defend and hold harmless Customer from any and all claims, lawsuits or liability, including attorneys' fees and costs, allegedly arising out of, in connection with, or incident to any loss, damage or injury to persons or property or arising from a wrongful or negligent act, error or omission of CentralSquare, its employees, agents, contractors, or any subcontractor as a result of CentralSquare's or any subcontractor's performance pursuant to this Agreement; however, CentralSquare shall not be required to indemnify Customer for any claims or actions caused to the extent of the negligence or wrongful act of Customer, its employees, agents, or contractors. Notwithstanding anything to the contrary

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in the foregoing, if a claim, lawsuit or liability results from or is contributed to by the actions or omissions of Customer, or its employees, agents or contractors, CentralSquare's obligations under this provision shall be reduced to the extent of such actions or omissions based upon the principle of comparative fault.

Notwithstanding the foregoing, the aggregate liability of CentralSquare for any reason and upon any cause of action of claim, including, without limitation, CentralSquare's obligation to indemnify and hold harmless under this agreement, shall be limited to direct damages which shall not exceed (i) the contract price; or (ii) for claims arising under annual maintenance, the amount of the maintenance fees paid for the term in which the claim arises; or (iii) in the case of bodily injury, personal injury, or property damage for which defense and indemnity coverage is provided by CentralSquare's insurance carrier, the coverage limits of such insurance.

IN NO EVENT SHALL CENTRALSQUARE, ITS SUBCONTRACTORS OR SUPPLIERS BE LIABLE WHETHER IN CONTRACT OR IN TORT FOR LOST PROFITS, LOST SAVINGS, LOST DATA, LOST OR DAMAGED SOFTWARE, OR ANY OTHER CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING OUT OF, OR OTHERWISE RELATED TO THIS AGREEMENT, REGARDLESS OF WHETHER CENTRALSQUARE HAS NOTICE OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE.

6.0 Term & Termination

6.1 Term

A. This Agreement shall commence upon execution hereof and shall continue in full force and effect for a period of one (1) year from the date of contract execution unless the Agreement is otherwise terminated as set forth herein. If Client terminates this Agreement at any time during an annual term, Client shall only be obligated to pay fees on a pro rata basis to the date of such termination.

B. At the conclusion of the annual term, this Agreement shall automatically renew for successive one (1) year terms (each a "Renewal Term"). (Any Renewal Term collectively referred to herein as the "Term").

6.2 By CentralSquare for Cause

In addition to various other express rights of CentralSquare to terminate this Agreement set forth herein, CentralSquare shall also have the right to terminate this Agreement upon thirty (30) day's prior written notice and cancel any unfulfilled portion of it by written notice to Customer due to Customer's failure to comply with any material terms or conditions of this Agreement, or in other cases if: (i) Customer becomes bankrupt or insolvent or enters into any arrangement or composition with its creditors or if a receiver is appointed to direct the business of Customer, or (ii) Customer sells or assigns its rights, duties or obligations under this Agreement to any person or entity, in whole or in part, whether by assignment, merger, transfer or assets, sale of stock, operation of law or otherwise, without the express written permission of CentralSquare or (iii) upon Customer's breach of the use or confidentiality and nondisclosure provisions contained herein, or (iv) upon a violation of CentralSquare's proprietary rights hereunder. The termination of this Agreement shall automatically terminate and extinguish the right to use CentralSquare Software.

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6.3 By Customer for Cause

Customer may terminate this Agreement for cause based upon the failure of CentralSquare to comply with any material terms and/or conditions of the Agreement, provided that Customer shall give CentralSquare thirty (30) days' written notice specifying CentralSquare's failure. If within thirty (30) days after receipt of such notice, CentralSquare shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then Customer may, at its option, place CentralSquare in default and the Agreement shall terminate on the date specified in such notice.

6.4 Termination without Cause

Either party may terminate this Agreement, without cause, upon no less than one hundred eighty (180) days written notice to the other party.

6.5 Post-Termination Obligations

All provisions hereof relating to CentralSquare's proprietary rights, confidentiality, non-disclosure and non-solicitation shall survive the termination or expiration of this Agreement. Any fees due as per *Exhibit C: Payment Schedule* for work completed prior to termination shall still be paid by Customer. In the event of termination of this Agreement prior to implementation of the CentralSquare Software, or termination due to Customer's breach of CentralSquare's intellectual property rights, the use of the CentralSquare Software granted under this Agreement shall also terminate and Customer shall remove all Server Hardware and at CentralSquare's direction, either return or destroy the Server Hardware.

7.0 Customer Responsibilities

Customer shall provide one primary Project Manager to be the main point of contact for CentralSquare. Duties of the Project Manager are outlined in *Exhibit A: Statement of Work*.

7.1 Delivery

Upon notice to Customer that the Software, Hardware, and Server Hardware are ready to be delivered, Customer shall ensure that personnel are available to receive the Software, Hardware, and Server Hardware at the location designated for installation, at a date and time mutually agreed to by Customer and CentralSquare.

8.0 Miscellaneous

8.1 Force Majeure

Neither party shall be responsible for failure to fulfill its obligations hereunder or liable for damages resulting from delay in Delivery or performance as a result of war, acts of terrorism, fire, strike, riot or insurrection, natural disaster, pandemic or epidemic, delay of carriers, governmental order or regulation, complete or partial shutdown of plant, unavailability of equipment or software from suppliers, default of a subcontractor or vendor (if such default arises out of causes beyond such party's reasonable control), the actions or omissions of the other party or its employees or agents and/or other similar occurrences beyond the party's reasonable control (an "Excusable Delay"). In the event of any such Excusable Delay,

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Delivery or performance shall be extended for a period of time as may be reasonably necessary to compensate for such delay. The party affected by an Excusable Delay hereunder, shall provide written notice to the other party of such delay as soon as reasonably possible.

8.2 Governing Law

This Agreement and performance hereunder shall be governed by the law of the State of Missouri, without giving effect to the principles of conflict of law of such state or international treaties.

8.3 Forum Selection

The Parties hereby submit to the exclusive jurisdiction and venue of the Circuit Court of Jasper County, Missouri with respect to any action between the Parties relating to this Agreement.

8.4 Assignment

This Agreement shall apply to, inure to the benefit of, and be binding upon the Parties hereto and upon their permitted successors in interest and permitted assigns. Customer may not assign, without the prior written consent of CentralSquare, which consent shall not be unreasonably withheld, Customer's rights, duties or obligations under this Agreement to any person or entity, in whole or in part, whether by assignment, merger, transfer of assets, sale of stock, operation of law or otherwise, and any attempt to do so shall be deemed a material breach of this Agreement.

8.5 Notice

Any notice provided pursuant to this Agreement, if specified to be in writing, shall be in writing and shall be deemed given (i) if by hand delivery, upon receipt hereof; (ii) if mailed, 7 days after deposit in the U.S. mails, postage prepaid, certified mail, return receipt requested. All notices shall be addressed to the Parties at the addresses set forth on the first page hereof.

8.6 Survival

All provisions of this Agreement relating to proprietary rights, confidentiality, non-disclosure and to payment of fees by Customer shall survive the termination of this Agreement.

8.7 No Waiver

The waiver or failure of either party to exercise any right in any respect provided for herein shall not be deemed a waiver of any further right hereunder.

8.8 Enforceability

If for any reason a court of competent jurisdiction finds any provision of this Agreement, or portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to affect the intent of the Parties, and the remainder of this Agreement shall continue in full force and effect.

8.9 Remedies

Unless otherwise specified herein, the rights and remedies of the Parties set forth in this Agreement are

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not exclusive and are in addition to any other rights and remedies available at law or in equity.

8.10 Headings

The headings of the sections of this Agreement are inserted for convenience only and shall not constitute a part hereof or affect in any way the meaning or interpretation of this Agreement.

8.11 No Third-Party Beneficiaries

The Parties agree that this Agreement is for the benefit of the Parties hereto and is not intended to confer any rights or benefits on any third party, and that there are no third-party beneficiaries as to this Agreement or any part or specific provision of this Agreement.

8.12 Limitation of Actions

No action, regardless of form, arising out of or relating to this Agreement or the subject matter hereof may be brought by either party more than two (2) years after the cause of action has initially arisen, with the exception of either Party's breach of its confidentiality or non-disclosure obligations herein or Customer's violation of CentralSquare's proprietary rights in the Software or any other software owned or licensed by CentralSquare. Notwithstanding the foregoing, should any applicable Missouri State or federal laws for which the statutes of limitations for such action(s) extend beyond two (2) years, such Missouri State or federal law shall control.

8.13 Taxes

Customer shall, in addition to the payments required hereunder, pay all applicable sales, use, transfer or other taxes and all duties, whether international, national, state or local, however designated, which are levied or imposed by reason of the transactions contemplated hereby, excluding, however, income taxes on net profits which may be levied against CentralSquare. Customer shall reimburse CentralSquare for the amount of any such taxes or duties paid or accrued directly by CentralSquare as a result of this transaction. If Customer is a tax-exempt organization, Customer will provide CentralSquare with documentation required by the taxing authority to support such exemption at the time of Execution of this Agreement.

8.14 Non-Discrimination

CentralSquare agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and CentralSquare agrees to abide by the requirements of the Americans with Disabilities Act of 1990. CentralSquare agrees not to discriminate in its employment practices, and will render services under this Agreement without regard to race, color, religion, sex, national origin, veteran status, political affiliation, disabilities, or because of an individual's sexual orientation. Any act of discrimination committed by CentralSquare, or failure to comply with these obligations when applicable shall be grounds for termination of this Agreement.

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8.15 Change Orders

Change orders and out-of-scope work will be defined by written agreement.

8.16 Cooperative Purchasing

The parties agree that other public entities may use this Agreement, subject to CentralSquare approval, as a purchasing vehicle for CentralSquare's Software and Services. Certain terms and conditions specific to this Agreement shall be negotiated separately with such agencies, including, but not limited to: Pricing, and Payment Terms. Each such agreement shall be fully independent of the other and this Agreement and Client shall not be a party to any such other agreements. A separate Statement of Work and Project Schedule will be developed for the applicable project, and a separate Software Support Agreement, or other ancillary agreements as required for the respective agency's project scope will be entered into with the respective agency.

8.17 Entire Agreement

This Agreement, and any Exhibits specifically incorporated therein by reference, constitutes the entire agreement between the Parties with respect to the subject matter. These documents supersede and merge all previous proposals of sale, communications, representations, understandings and agreements, whether oral or written, between the Parties with respect to the subject hereof.

This Agreement may not be modified except by a writing subscribed to by authorized representatives of both Parties.

This Agreement may be executed in any number of identical counterparts, and each such counterpart shall be deemed a duplicate original thereof.

8.17 Non-Appropriation

In the event funds are not appropriated and budgeted in any fiscal year for payments due under this Agreement, Customer shall notify CentralSquare of such occurrence and this Agreement shall terminate on the last day of the fiscal year for which the appropriation was made without penalty or expense to Customer of any kind whatsoever. Should Customer terminate the Agreement for such non-appropriation, CentralSquare shall be paid for all undisputed fees and expenses earned up to the date of such termination.

9.0 Definitions

(a) **Documentation**: All written, electronic, or recorded end user and system administrator documentation and functional descriptions therein that describe the uses, features, and functional capabilities of the System, and that are published or provided to Customer by CentralSquare.

(b) **Executable Object Code**: Software code which has been compiled for use by the computer and is no longer directly readable or modifiable by humans.

(c) **Execution of Agreement**: Date Agreement is signed by all enumerated Parties.

(d) **Hardware**: All ancillary hardware, equipment, and other tangible non-Software items not

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required to run CentralSquare Software supplied to Customer by CentralSquare under this Agreement.

(e) **Go Live**: The use of the System as a live, non-test-bed system. This can be exhibited by events such as the completion of the first real-world booking, the taking of the first real-world call for service, the entry of the first real-world case report, or a similar event dealing with real-world use.

(f) **Software**: Any computer programs in object code form and any updates, enhancements, modifications, revisions, additions, replacements or conversions thereof owned by CentralSquare and set forth or identified in *Exhibit B: Pricing Detail* or subsequently licensed to Customer. Software specifically excludes any Third-Party Software.

(g) **Server Hardware**: All hardware, equipment, and other tangible non-Software items required to run CentralSquare Software supplied to Customer by CentralSquare under this Agreement listed as "Server Hardware" in *Exhibit B: Pricing Detail*.

(h) **Services**: All project management, training, data conversion, and other services to be provided by CentralSquare under this Agreement.

(i) **SSH**: Secure Shell. A cryptographic protocol for securing data which it transmitted over an insecure network.

(j) **System**: The Software, Server Hardware, and Services to be purchased, developed, licensed, supplied, installed, configured, or implemented by CentralSquare under this Agreement.

(k) **Third-Party Software**: Any software to be supplied by CentralSquare under this agreement that is purchased or licensed from any source external to CentralSquare for use with or integration into the System.

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EACH PARTY'S ACCEPTANCE HEREOF IS EXPRESSLY LIMITED TO THE TERMS OF THIS AGREEMENT, INCLUDING ITS EXHIBITS, AND NO DIFFERENT OR ADDITIONAL TERMS CONTAINED IN ANY PURCHASE ORDER, CONFIRMATION OR OTHER WRITING SHALL HAVE ANY FORCE OR EFFECT UNLESS EXPRESSLY AGREED TO IN WRITING BY THE PARTIES.

City of Joplin, Missouri

Signer's Name: _____

Signer's Title: _____

_____ _____

Signature *Date*

CentralSquare Technologies, LLC

Signer's Name: _____

Signer's Title: _____

_____ _____

Signature *Date*

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Exhibit A: Statement of Work

CentralSquare will provide Software, Hardware and Services substantially similar to those outlined below, in the quantities specified in *Exhibit B: Pricing Detail*.

1.0 Software

The software detailed in the following sections includes, but is not limited to, the listed functionality.

Pro Suite Base	• Operating system software • Database software • Master name index • Master address index • Master vehicle index	• Secure intra-Customer messaging • Configurable dashboard • Web address links • No duplicate data entry • Authentication
Administration (Core)	• Equipment • Fleet Management • Inventory Management • Purchase Requisitions	• Service Dogs • Policy Manual • Full audit trail • Custom Forms
Administration – Agency Site License	• Allows agencies named herein to access and use Customer's CentralSquare Administration system	

Note: Many items are configurable by agency. All other configuration must be agreed upon between Customer and Additional Agencies.

CAD (Core)	• Command-line entry • Bulletins • Configurable CAD Windows • Inactivity Alarms • Rip and Run • Full audit trail	• Command Log • Triple I • Custom CAD Commands • Unit Alarms • ANI/ALI

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CAD (Advanced)	• Alarm Billing • Alarm Calls • Nurse Calls • Scheduled and Recurring Scheduled Calls • Tow Calls • Custom Forms	• NCIC Automation • Basic Paging • Run Cards and Unit Recommendation • Unit Specialties • Web windows • Caller Location Query (CLQ) Subscription Service
CAD – Agency Site License	• Allows agencies named herein to access and use Customer's CentralSquare CAD system	

Note: Many items are configurable by agency. All other configuration must be agreed upon between Customer and Additional Agencies.

Mapping (Core) – Server Based	• Command-line entry • Drag and drop commands • Visual status alerts • User-configurable map layers • GIS functions with map window closed • Quickest path unit recommendation	• Active calls for service • Call for service click-through • Custom map markers • Address verification • Faster map functions (compared with non-server version) • Required for 15 or more AVL units
Mapping – Agency Site License	• Allows agencies named herein to access and use Customer's CentralSquare Mapping system	

Note: Many items are configurable by agency. All other configuration must be agreed upon between Customer and Additional Agencies.

Mapping AVL	• Vehicle locations on map	• Call for service integration

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Mapping AVL – Agency Site License	• Allows agencies named herein to access and use Customer's CentralSquare Mapping AVL system	

Note: Many items are configurable by agency. All other configuration must be agreed upon between Customer and Additional Agencies.

Mapping AVL Playback	• Displays on the map • View by time, by unit, by CFS	• Print or export playback data
Financial (Core)	• Double-entry accounting • Automatic invoice creation • Configurable addition of fees based on Records workflow • Account reconciliation	• Receipt generation • Statement printing • Bulk Invoice Payments • Full audit trail
Financial – Agency Site License	• Allows agencies named herein to access and use Customer's CentralSquare Financial system	

Note: Many items are configurable by agency. All other configuration must be agreed upon between Customer and Additional Agencies.

Jail (Core)	• Booking, Intake, and Release Wizard • Cell Occupancy Log • Activities • Basic Bank • Issued Property • Medicine • Jail Billing • Bond Payments • Sentence calculation and Good Time	• Inmate Property • Victim Notification • Visitor logging • Jail Log • Shift Log • Court Events • Classification • Cell Recommendation • Inmate Classes and Transportation • Full audit trail

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Jail (Advanced)	• Advanced Inmate Bank • Expenses • Expungement Log • Sentence Reductions • Inmate Checks	• Inmate Work Shifts • Stay Scheduling (Weekenders) • Multiple Facilities • Jail workflow • Custom Forms
Jail – Agency Site Licenses	• Allows facilities named herein to access and use Customer's CentralSquare Jail system	

Note: Many items are configurable by agency. All other configuration must be agreed upon between Customer and Additional Agencies.

Mobile Core	• Grants access to the CentralSquare Mobile application	
Mobile Pro Accident Reporting	• Driver's license and vehicle registration scanning • Automated NCIC driver's license and registration queries • Prefill from NCIC return (for agency State only) • Diagramming (via Easy Street Draw)	• Paper accident report creation and printing • Case report association • Customer must provide all necessary licenses for the most current version of Easy Street Draw
Mobile CAD	• User-configurable layouts • Day/Night mode • Instant messaging	• Silent dispatch • Bulletins/BOLOS • NCIC queries
Mobile Pro eCitations	• Off-line operation • Driver's license and vehicle registration scanning • Automated NCIC driver's license and registration queries	• Prefill from NCIC return (for agency State only) • Paper ticket creation and printing • Case report association

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Mobile Mapping	• Active calls for service • Map Markers • Visual status alerts	• User configurable map layers • Route from current location to CFS location
Mobile Records	• Cases • Warrants	• Master index access (including mug shots and alerts)
Personnel (Core)	• Personnel Log	• Full audit trail
Personnel (Advanced)	• Commendations • Disciplinary Actions • Positions • Promotions	• Service History • Training • Citizen Feedback
Personnel – Agency Site Licenses	• Allows agencies named herein to access and use Customer's CentralSquare Personnel system	

Note: Many items are configurable by agency. All other configuration must be agreed upon between Customer and Additional Agencies.

Portal (Community Involvement)	• Read-only access • Public access to Inmates, Sex Offenders, Warrants, Civil Papers, and Calls for Service • Agency-defined permissions	• Data sharing with other Customers • Media reports • Extra Patrol requests • Public tip submission
Portal (Remote CFS View)	• Read-only access • Web access to CFS Data	• Agency-defined permissions
Portal (Attorney Case View)	• Web access to Case Report data for attorneys	• Agency-defined permissions

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Records (Core)	• Case Reports • NIBRS/UCR Submission • Master Record Notes • Protection Orders • Warrants • Juvenile Referral List	• Pawn Property • Pistol Permits • Sex Offenders • Full audit trail
Records (Advanced)	• Field Identifications • Expungement • Intelligence Cases • Investigative Leads • Form Requirements	• Tow Calls • Bicycle Registrations • Parking Tickets • Custom Forms
Records - Agency Site License	• Allows agencies named herein to access and use Customer's CentralSquare Records system	

Note: Workflow and personnel related items are configurable by agency. All other configuration must be agreed upon between Customer and Additional Agencies.

Reporting (Core)	• Pre-defined reports • Custom reports • Ad-hoc reports • Drag and drop report building • Export to PDF, XLS, XML, TXT	• Custom data filters • Statistical analysis • Scheduled reports • COMSTAT compatible • Emailed reports
CentralSquare Field Ops	• CJIS compliant mobile device app • Integrated photo and audio capture tools	• Real-time CFS data access • Uses existing CentralSquare Suite user credentials

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Community Data Platform (CDP)	• Search engine for CentralSquare Suite CAD and RMS Data • Up to 10 concurrent users supported	• State-wide data sharing

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1.1 Interfaces

All costs related to CentralSquare's implementation of the following interfaces is represented in *Exhibit B: Pricing Detail*. Customer shall contact all interface third-party vendors notifying them about their integration to CentralSquare Suite. Any third-party costs or charges incurred related to the implementation of the following interfaces will be the responsibility of Customer.

Any interfaces that cannot be deployed as part of System go-live due to Customer or a third-party vendor not being ready for deployment shall not delay Software or Hardware Acceptance.

Customer shall not allow any party, other than CentralSquare, to add, update, or delete database records or file system objects directly to or on the server or database except as provided for in the CentralSquare Documentation.

CentralSquare backend server software is wholly managed by CentralSquare and the Customer shall not attempt to access it, except as provided in the CentralSquare Documentation. Customer shall not cause any software except the Software provided under this Agreement to be installed on or executed on the Server Hardware.

Refer to *Exhibit A: Statement of Work: 3.2 Implementation Process* overview for interface implementation information.

Standard Interfaces

The following are sold as standard interfaces. There will be no software modifications or changes to these standard interfaces:

1.1.1 *CAD – Priority SMS Paging Subscription Core Integration*

This is a one-way interface from CAD to Priority SMS. This interface allows pages (messages) to be sent to individuals and groups via SMS directly from CAD. The connection to the Priority SMS interface is set up by CentralSquare.

Customer will perform all entry and configuration of phone numbers for SMS users.

1.1.2 *CAD – Basic Paging Interface (SMTP/Email) (Export)*

This is a one-way interface from CentralSquare CAD. Pages are sent via email and/or SMS from CentralSquare CAD. CentralSquare enables the paging functionality in CAD.

Customer is responsible for configuring paging groups, templates, and trigger events for this interface.

1.1.3 *CAD – E911 (ANI/ALI) Interface (Import)*

This is a one-way interface from the 911 service provider to CentralSquare CAD. It prepopulates calls for service by parsing raw spill data from the 911 service and importing it.

Customer is responsible for ensuring that:

(a) 911 service provider sets up the serial connection from the 911 controller to CentralSquare CAD.

(b) 911 spill data can be pushed to CentralSquare CAD at a decided upon frequency.

(c) ALI data meets NENA standards

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1.1.4 *CAD – ProQA Platinum Certified Interface (Import and Export)*

This is a two-way interface between CS CAD Pro and ProQA. From a call for service (CFS) in CAD, the ProQA application is launched manually or automatically from configured incident codes. CAD sends CFS data to ProQA. CAD users select the appropriate ProQA discipline (Law, Fire, or Medical), and follow the scripted call dialog within ProQA. When triggered by ProQA, CAD imports the call details, including the Responder Summary, to the CFS and updates the incident code if necessary.

1.1.5 *CAD – Rip and Run Interface (Fax/Email)*

This is a one-way interface from CAD to fax and email services. Completed Calls for Service (CFS) from CAD are output (printed) to the services. CentralSquare provides the connection from CentralSquare Suite to the SMTP server.

Customer will provide CentralSquare with SMTP information for setup and will manage all user configurations.

1.1.6 *CAD – Zetron Tone Paging Interface (Export)*

This is a one-way interface from CS CAD Pro to the Zetron 4000 paging console. Paging presets, known as Instant Call Pages, configured by the agency within the Zetron 4000 can be requested from CAD to terminal-specific Zetron consoles. These CAD paging requests will reference specific pre-programmed Instant Call Pages configured within Zetron through an RS-232 serial connection.

1.1.7 *CAD – RapidSOS Integration*

This integration with RapidSOS is dependent on creating a CFS from an ALI spill and on RapidSOS processing and returning caller location information.

This is a one-way interface from RapidSOS to CS CAD Pro. Upon request from the user, CAD calls the RapidSOS API's Location Request function to retrieve the 911 caller's mobile location (latitude and longitude) and reverse-geocoded address. CAD provides options to set the location as the Call for Service (CFS) address, as well as plot within CS Mapping Pro.

CAD integration with RapidSOS is dependent on RapidSOS processing and returning caller location information.

1.1.8 *Mapping – TAIP AVL Interface (Import)*

This is a one-way interface from a UDP TAIP AVL system to CS CAD Pro and Mapping Pro. CAD will receive and update Mapping with AVL information (latitude and longitude geolocations) for configured CAD units. Unit location and coordinates will be updated within Mapping from a data feed provided by the AVL system that CAD will consume at a configurable interval of time. On-duty CAD unit icons are shown within Mapping at their current location provided by the AVL system.

This is sold as a standard interface. There will be no software modifications or changes to this standard interface.

1.1.9 *Jail – LiveScan/AFIS Interface (Export) – Morpho (MO)*

This is a two-way interface between CS Pro Jail and the AFIS Livescan system provided by MorphoTrak. When an inmate is booked into Jail, a NIST file containing inmate mugshot, booking and charge information is sent to the AFIS LiveScan system. MorphoTrak imports the data file, pre-populating the booking record for submission to AFIS. MorphoTrak then exports a tracking number to Jail.

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1.1.10 *Jail – NDEx Adapter (IB IEPD)*

This is an adapter that produces XML that is conformant to the N-DEx Incarceration/Booking (IB) IEPD. CS Pro Suite transmits data to the N-DEx web service via CentralSquare's existing N-DEx WSDL. Data transmission does not include all fields defined in the IEPD.

1.1.11 *Jail – VINE Interface (Export)*

This is a one-way interface from CS Jail Pro to Appriss. CentralSquare will create a read-only database connection for Appriss to access specific data views. Upon the completion of an inmate booking and when an inmate is released, inmate data will be made available through these views for consumption by Appriss. Appriss is responsible for querying these views for booking and release data, as well as daily active inmate population reports. CentralSquare will provide Appriss with database user information.

1.1.12 *Records – MO Crime Reporting (MIBRS) Interface*

This is a one-way interface from CentralSquare Records to MO NIBRS. Customer is able to select cases in CentralSquare Records and manually export those cases to a text file on the local file system. From there, Customer provides the file to the state system. CentralSquare creates functionality to support the text file export from CentralSquare Records.

1.1.13 *Records – NDEx Adapter (IA IEPD)*

This is an adapter that produces XML that is conformant to the N-DEx Incident/Arrest (IA) IEPD. CS Pro Suite transmits data to the N-DEx web service via CentralSquare's existing N-DEx WSDL. Data transmission does not include all fields defined in the IEPD.

1.1.14 *Pro Suite – MULES/NCIC Interface (Basic Queries)*

This is a two-way interface between Pro Suite and the CentralSquare-provided NCIC server. The following basic queries will be generated by Pro Suite and passed to the NCIC server: Driver's License, Vehicle Registration, Boat, Article, and Gun. The CentralSquare-provided NCIC server then sends the queries on to NCIC and collects the results. Those query results are then sent back to Pro Suite.

Customer is responsible for providing a network connection and the necessary authentication to the state message switch from the NCIC server. NCIC data mining results will only be returned for the state in which Customer is located.

1.1.15 *Pro Suite – MULES/NCIC Interface (Criminal History)*

This is a two-way interface between CS Pro Suite and the on premise NCIC server. Criminal History Queries are generated by CS Pro Suite and passed to the NCIC server. That server then sends the queries on to the NCIC and returns the results. Those query results are then sent back to CS Pro Suite and incorporated, as appropriate, with CS Pro Suite data.

Customer is responsible for providing a network connection and the necessary authentication to the state message switch from the NCIC server.

1.1.16 *Pro Suite – MULES/NCIC Interface (Warrants)*

This is a two-way interface between CS Pro Suite and the on premise NCIC server. Warrant Queries are generated by CS Pro Suite and passed to the NCIC server. That server then sends the queries on to the NCIC and returns the results. Those query results are then sent back to CS Pro Suite and incorporated, as appropriate, with CS Pro Suite data.

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Customer is responsible for providing a network connection and the necessary authentication to the state message switch from the NCIC server.

1.1.17 *Pro Suite – Additional Agency MULES/NCIC Interface*

This interface allows for additional agencies on the same system, other than Customer, to access and use the NCIC functionality described in Basic Queries, Criminal History, and Warrants.

1.1.18 *Pro Suite – Time Synchronization Interface*

This is a one-way interface that uses NTP to keep all CentralSquare server's clocks in sync.

Non- Standard Interfaces

The following interfaces are sold as requiring CentralSquare Development. Immediately after contract signature, the customer shall contact the third-party vendor requesting vendor development information, such as documentation, APIs, sample files, etc. on the Non-Standard Interfaces. It is critical to gather this information within weeks after contract signing. Once the third-party vendor development information has been provided to CentralSquare, CentralSquare will work with the Customer and Vendor on scope requirements prior to development:

1.1.19 *CAD – FirstDue Interface (Export)*

This is a one-way interface from CS CAD Pro to FirstDue RMS. CAD exports call for service (CFS) data, based off of CAD commands, in an XML file sent via a RESTful web service. The data in this file is then imported into FirstDue RMS via a process completely external to CS Pro Suite.

1.1.20 *Records – MO STARS Interface (Export)*

This is a one-way interface from REJIS' LETS (Law Enforcement Traffic System) to CS Records Pro. REJIS will send accident records as XML files, along with JPG images of the crash diagrams, to an FTP location provided by REJIS or Customer. Records users then review and approve the accident records to add them to the accident report log in CS Records Pro. CentralSquare is responsible for importing the files from the FTP location and the removal of those files from the FTP location once they have been approved into Records. The CS Records Pro import service will run every 15 minutes, looking for files pushed from REJIS to the FTP, and import them into CS Records Pro.

1.1.21 *Records – ShowMe Courts eCites Interface (Export)*

This is a one-way interface from CS Records Pro to the Office of State Courts Administrator (OSCA). Users create eCitations within CS eCitations Pro. Users then review and validate the eCitation information and import it into Records. Upon import, Records validates the information on the eCitations report against state-defined requirements. Records then allows users to export eCitations as XML files to the OSCA web service. The web service will import these files and automatically create or update the appropriate eCitation record within that system. If any errors are returned from exporting the eCitation, Records displays the error(s) to the user for correction and re-submission of the data.

CentralSquare is responsible for exporting the eCitations data to the web service and the OSCA is responsible for hosting the web service.

1.2 Data Conversion

CentralSquare will provide data conversion services from one (1) of Customer's current software database sources to one (1) CentralSquare database module. For example, Customer's current CAD database will

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be converted to CentralSquare CAD. The contents of the data conversion will be determined by the Data Conversion Specification documents.

CentralSquare will provide data conversion services for Customer's current GIS map data and from Customer's current software database vendors to CentralSquare software. The contents of the data conversion will be determined by the Data Conversion Specification and GIS Specification documents.

The listed data conversion services and their associated costs are based on CentralSquare's understanding of Customer's needs and current system. Any modules not explicitly listed in this section are not a part of the current project scope and will not be included in implementation. If additional module conversions are required, each one will come at an additional cost based on the scope of the work required for each.

Customer shall work with its existing vendors to obtain unencrypted data for conversion in one of the following compatible formats:

(a) MS SQL .bak files with database version and credential information from MSSQL Server 2008R2 or newer

(b) MySQL .dump or .sql files with database version and credential information

(c) PostgreSQL .sql files with database version and credential information

(d) MS Access 2003 or newer .mdb files

(e) CSV files with column headers and relationship mapping documentation

(f) Oracle 10g or newer backup files

1.2.1 *OMNIGO Citations*

Data will be converted into the CentralSquare Citations module from the OMNIGO Citations database and data will be provided in one of the formats listed above. Data will be in a form substantially similar to that of the file provided.

1.2.2 *ONESolution Admin*

Data will be converted into the CentralSquare Admin module from the ONESolution Admin database and data will be provided in one of the formats listed above. Data will be in a form substantially similar to that of the file provided.

1.2.3 *ONESolution CAD*

Data will be converted into the CentralSquare CAD module from the ONESolution CAD database and data will be provided in one of the formats listed above. Data will be in a form substantially similar to that of the file provided.

1.2.4 *ONESolution Jail*

Data will be converted into the CentralSquare Jail module from the ONESolution JMS database and data will be provided in one of the formats listed above. Data will be in a form substantially similar to that of the file provided.

1.2.5 *ONESolution Personnel*

Data will be converted into the CentralSquare Personnel module from the ONESolution Personnel database and data will be provided in one of the formats listed above. Data will be in a form substantially similar to that of the file provided.

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1.2.6 *ONESolution Records*

Data will be converted into the CentralSquare Records module from the ONESolution RMS database and data will be provided in one of the formats listed above. Data will be in a form substantially similar to that of the file provided.

1.2.7 *One-Time GIS Data Set Up*

In CentralSquare's efforts to make sure that Customer-supplied GIS data is working to the best of its abilities, CentralSquare will run a series of tests to ensure that the GIS data is ready for first installation. In addition, the data will be set up with the proper configuration and loaded into an ArcGIS map document that is required for the software to operate. Address locator and network dataset files will be created and updated for proper geocoding and routing abilities.

A thorough GIS data review by Customer is imperative for an effective and organized CentralSquare software Go Live.

CentralSquare cannot make any guarantees for the spatial nor the tabular accuracy of Customer-supplied GIS data as it pertains to geocoding results, routing, and searching. Customer understands that there are several steps involved to make the GIS data sufficiently perform the abovementioned functions. If Customer is unable to make these corrections on its end, a GIS data contract can be set up with CentralSquare to ensure the data is built according to the desired specifications.

CentralSquare will apply one (1) GIS update per month to the Customer's map as part of this contract.

1.2.8 *Mapping – GIS Data Migration and Scrubbing (up to 12 migrations per year)*

CentralSquare will provide an initial clean-up of Customer's GIS data for purposes of ensuring that the data will function correctly with CentralSquare software. In addition, CentralSquare will accept monthly GIS data updates from Customer. CentralSquare will then apply those updates to the CentralSquare software.

2.0 Customer Hardware, Network and Power Requirements

CentralSquare is not responsible for physical installation of the computer hardware required for operating CentralSquare Software. CentralSquare is not responsible for networking any hardware.

Unless otherwise specified, Customer will be responsible for providing the following to meet the hardware, network and power requirements for the System.

2.1 Server Hardware

1. Three (3) rack-mount servers will be purchased by Customer as part of this agreement.
2. Three (3) CentralSquare Suite servers will be configured as follows:
    (a) One (1) Production server with Lantronix remote access device
    (b) One (1) Warm Standby server with Lantronix remote access device
    (c) One (1) Testing/Training server
3. The server hardware costs are divided between agencies as stated in *Exhibit B: Pricing Detail*.
4. The servers will be installed at City of Joplin, Missouri, MO, and a standby location.

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5. In addition to the standard CentralSquare Suite operating environment, the Production and Standby servers will have the capability of running the following on a virtual machine:
    (a) One (1) virtual NCIC server (message switch)
    (b) One (1) virtual GIS server
    (c) One (1) virtual CrimeView server
6. Ten (10) inches of rack space is required at the primary server location for one (1) CentralSquare Suite Production rack-mounted server (3.5”), one (1) CentralSquare Suite Testing/Training rack-mounted server (3.5”), and one (1) Lantronix remote access device (3.0”).
7. Six and one-half (6.5) inches of rack space is required at the standby server location for one (1) CentralSquare Suite Standby rack-mounted server (3.5”) and one (1) Lantronix remote access device (3.0”).

2.2 Production and Testing/Training Server Network Requirements

1. Six (6) open Ethernet cables and ports to be used by one (1) CentralSquare Suite Production rack-mounted server, one (1) CentralSquare Suite Testing/Training rack-mounted server, and one (1) Lantronix remote access device.
2. Static IP addresses that include four (4) for the CentralSquare Suite Production rack-mounted server, three (3) for the CentralSquare Suite Testing/Training rack-mounted server, and one (1) for the Lantronix remote access device.
3. Network access that maintains low-latency and high bandwidth that includes a Virtual Private Network (VPN) to support remote users per the requirements that are set forth in the *Network Requirement Specifications* and *Server Requirement Specification* documents provided by CentralSquare.

2.3 Production and Testing/Training Server Power Requirements

1. One (1) uninterrupted power supply (UPS) that support 1000 watts.
2. Power supply that will handle dual 720 watts for one (1) CentralSquare Suite Production rack-mounted server, one (1) CentralSquare Suite Testing/Training rack-mounted server, and one (1) Lantronix remote access device.
3. Server cooling that will ensure the appropriate temperatures for one (1) CentralSquare Suite Production rack-mounted server, one (1) CentralSquare Suite Testing/Training rack-mounted server, and one (1) Lantronix remote access device.

2.4 Standby Server Network Requirements

1. Four (4) open Ethernet cables and ports to be used by the one (1) CentralSquare Suite Warm Standby rack-mounted server and one (1) Lantronix remote access device.
2. Static IP addresses that include five (5) for the CentralSquare Suite Warm Standby rack-mounted server and one (1) for the Lantronix remote access device.

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3. Network access that maintains low-latency and high bandwidth that includes a Virtual Private Network (VPN) to support remote users per the requirements that are set forth in the *Network Requirement Specifications* and *Server Requirement Specification* documents provided by CentralSquare.

2.5 Standby Server Power Requirements

1. One (1) uninterrupted power supply (UPS) that support 1000 watts.
2. Power supply that will handle dual 720 watts for one (1) CentralSquare Suite Standby rack-mounted server, and one (1) Lantronix remote access device.
3. Server cooling that will ensure the appropriate temperatures for one (1) CentralSquare Suite Standby rack-mounted server and one (1) Lantronix remote access device.

3.0 Services

3.1 Project Management

3.1.1 *Customer Project Manager*

Customer shall provide one primary Project Manager to be the main point of contact for CentralSquare.

A single, dedicated Project Manager will be assigned to manage the project for all Customers included in this installation.

Customer will identify a CentralSquare Build Team. With assistance from CentralSquare Implementation Analysts, Customer's Build Team is responsible for the configuration of CentralSquare software. The Build Team should expect to devote 10-20% of each week of implementation to CentralSquare configuration work.

Customer's Project Manager and Build Team will work within standard business hours (7:00 AM CST to 6:00 PM CST, Monday through Friday) to enable mutual availability to work with CentralSquare on configuration and project activities.

3.1.1.1 Customer's Dedicated Project Manager Responsibilities

1. Have the authority to speak for Customer from a project perspective.
2. Designate people responsible for specific roles as needed, examples below:
    (a) Module Subject Matter Experts (SMEs)
    (b) Hardware Project Manager
    (c) CentralSquare Build Team Members
    (d) Data Conversion Review Team Members
    (e) Interface points of contact at Customer (assigned per interface)
3. Involve Customer decision makers when needed
4. Escalate issues to the CentralSquare project manager

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5. Eliminate roadblocks for completing project on schedule
6. Sign various project documents and ensuring signoff documents and deliverables are provided to CentralSquare project manager in a timely manner
7. Organize training schedules, training rooms, and training equipment
8. Provide real world scenarios for testing and review

3.1.2 *CentralSquare Project Manager and Project Team*

From the start of the project, a CentralSquare project manager will work with Customer as the single point of contact for implementation of the CentralSquare Suite system. The project manager will develop and manage the implementation schedule and will coordinate with Customer to keep the project on track and on schedule. The project manager will conduct weekly status meetings to provide Customer with project updates.

The CentralSquare project team, under the direction of the project manager, will visit pertinent areas of Customer and will meet with key Customer personnel to understand Customer's operational needs and business rules. Team members will observe Customer's daily operations first-hand and use that information to identify how the CentralSquare Suite system would best be configured to match and enhance Customer's workflows. The project team will train Customer system administrators on configuration options and code table setup.

3.2 Implementation Process Overview

CentralSquare uses a multi-phase approach to ensure a successful implementation for each Customer. Trained and experienced members of the CentralSquare implementation team move through the process with Customers to ensure successful outcomes. Timelines will be discussed with Customer's project manager and will be mutually agreed upon as part of the CMD Approval process to ensure a successful Go Live.

3.2.1 *Kickoff Meeting*

Upon contract signature, a kickoff meeting is scheduled to initiate the implementation process, setting up a statement work, server installations and scheduling the Business Practice Review (BPR).

3.2.2 *Business Practice Review*

During this meeting, the CentralSquare project team works with Customer's build team to determine the contents of the Configuration Management Document (CMD). All product needs and requests are reviewed, and the CentralSquare project team documents in the CMD how the software currently meets those needs or how CentralSquare plans to develop additional functionality to fulfill them.

3.2.3 *CMD Approval*

After the CMD is composed, the CentralSquare project team reviews it with Customer's project manager and build team and to ensure that all aspects of the initial proposal have been satisfied.

3.2.4 *Configuration, Conversion, and Interfaces*

After the CMD is approved and signed, work begins on the steps outlined in it, including the necessary configuration, data conversions, and interfaces.

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3.2.4.1 Configuration

Customer plays a large part in the configuration and setup of the final system. Configuration of CentralSquare software is guided by Business Analysts, via in-person or remote online sessions, but is considered a Customer responsibility to complete.

3.2.4.2 Data Conversion and GIS Data Conversion

Data not contained in systems listed in *Exhibit A: Statement of Work: 1.2 Data Conversion* will not be converted. Code tables, data mapping, and other system configuration will be entered by Customer with the assistance of a CentralSquare Implementation Analyst. Code tables will not be part of the converted data.

A major part of data conversion is review of data that has been converted to CentralSquare software. Customer plays a key role in this data review.

A thorough data conversion review by Customer is imperative for an effective and organized CentralSquare software Go Live. Customer should expect to devote 10-20% of each week of the data conversion process to CentralSquare configuration work. Each module converted will require participation of SMEs.

See *Exhibit A: Statement of Work: 1.2 GIS Data Conversion* for information regarding the GIS data conversion process.

3.2.4.3 Interfaces

See *Exhibit A: Statement of Work: 1.1 Interfaces* for a list of included interfaces.

Customer tasks related to interfaces will start immediately after the initial CentralSquare kickoff meeting. Customer will set up conference calls with CentralSquare and each interface vendor within two weeks of contract signing or one week of kickoff call. Interfaces to and from CentralSquare software are created and tested internally before being available for Customer testing.

Customer is responsible for initiating and facilitating the relationship(s) between CentralSquare and the third-party interface vendor(s).

CentralSquare software interface specifications must be clearly defined in the CMD and thoroughly tested by Customer before Go Live.

3.2.5 *Final System Review*

Throughout the project, implementation analysts from CentralSquare will schedule sessions with Customer's Build Team and end users to review any questions or concerns.

3.2.6 *Train-the-Trainer and/or End User Training*

CentralSquare offers several options for end user training. All of the training options provide hands-on use of the software with real-world examples. Class sizes are limited to ensure that each individual has sufficient time to practice using the system. When the go live date arrives, users are well-prepared to begin using the new software.

3.2.7 *Go Live*

CentralSquare provides remote support the day that the new system goes live. Any questions that arise are addressed immediately by the team, ensuring that the first day(s) using the new system goes smoothly.

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3.2.8 *Software Acceptance*

Customer acknowledges that the Software shall be deemed accepted on the date of delivery. In the event that a Customer notifies CentralSquare of a material non-conformity in the Software as compared with the Statement of Work, CentralSquare shall use commercially reasonable efforts to correct the reported non-conformity in accordance with the support provisions set forth in *Exhibit D: Maintenance Agreement*.

3.2.9 *Hardware Acceptance*

Customer acknowledges that the Hardware shall be deemed accepted on the date of delivery. In the event that a Customer notifies CentralSquare of a material non-conformity in the Hardware as compared with the Statement of Work, CentralSquare shall use commercially reasonable efforts to correct the reported non-conformity.

3.3 Training and Go Live Support

3.3.1 *Training*

CentralSquare staff will provide for remote training.

3.3.1.1 System Configuration and Training

The first portion of training will be performed by the CentralSquare project team. Team members will train and guide Customer's Build Team in configuring the CentralSquare Suite system, setting up and maintaining code tables, managing users and user rights, among other options. Through CentralSquare-guided configuration of the system, the Build Team becomes well versed in the CentralSquare software system administration.

3.3.1.2 Train-the-Trainer and/or End User Training

Trainers will conduct detailed courses for each of Customer's user groups (such as dispatchers or officers). The content of each course will be tailored to the features and functionality in CentralSquare software that each group needs to know and use.

3.3.1.3 Refresher Training

CentralSquare will provide follow-up training (after successful implementation) to refresh existing personnel on best practices with regard to using CentralSquare Suite.

3.3.2 *Training Resources*

Training will be scheduled within standard business hours (7:00 AM CST to 6:00 PM CST, Monday through Friday).

The training facilities and equipment will be provided by Customer based on the following:

3.3.2.1 Trainer Resources

1. One (1) computer with a network connection
2. Most recent CentralSquare Suite version installed and tested (includes login)
3. Two (2) projectors and two (2) screens set up and tested
4. One (1) podium or desk for trainer

3.3.2.2 Trainee Resources

1. Five (5) to ten (10) computers with network connections two (2) monitors required (three (3)

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monitors are suggested)

2. One (1) supervisor will attend every class to address policy questions
3. No more than ten (10) trainees in each class
4. Most recent CentralSquare Suite version installed and tested (includes login)
5. All third-party devices (i.e., printers, scanners, barcode reader, mugshot camera) connected and tested

3.3.3 *Go Live Support*

CentralSquare staff will assist users with questions that arise during Go Live and will reinforce skills learned during the training sessions. CentralSquare staff will be remote for Go Live.

Summary of Services – Field Training Online (FTO)

Project: City of Joplin, Missouri, MO – Field Training Online (Stand-Alone) Module

The parties mutually agree and acknowledge this Summary of Services is a high-level overview of the project requested, not a detailed requirements or design of solution.

Project Scheduling

Parties agree a schedule will be provided for services within sixty (60) days from the execution of the Agreement.

Change Requests

The parties may request a change to this summary of services, to increase hours or deliverables, through a written request to the CentralSquare project manager or resource.

Services Scope of Project

The project includes the following scope of services.

Field Training Online (FTO) is a standalone application and is not integrated with CentralSquare Pro.

FTO provides public safety agencies with a simple and secure method for streamlining new-hire training programs. FTO is a flexible, secure web-based application that allows agencies to break free from time-consuming, paper-based evaluation and reporting methods.

A CentralSquare Technical Consultant will work with the client to install the FTO module. A CentralSquare trainer will work with the client to provide System Administration (SA) Configuration Training (4-hour session), as well as End User Training (4 hour session).

Project Management

Even in smaller, less complex projects, there needs to be a point of contact and someone driving a project to successful completion. CentralSquare's Implementation Methodology ensures a project has the right amount of oversight needed to successfully complete the work, no more no less. A CentralSquare Project Manager will be your point of contact for the scoped work with you to develop a timeline to meet your

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needs, drive the timeline to completion, work to resolve any issues that may arise during the life of the project, all while keeping you up to date so you have the peace of mind your project is on track for a successful completion

Professional Services

Throughout the course of the project, CentralSquare will use several types of services (defined herein) to complete the necessary steps for successful deployment of the contracted services. The overall services aligned to implementation include Consulting Services, Technical Services, Data Conversion Services, Training Services, and in some cases, Installation Services

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Exhibit B: Pricing Detail

WHAT SOFTWARE IS INCLUDED?

SERVER SOFTWARE

PRODUCT NAME	QUANTITY	UNIT PRICE	TOTAL
PS Pro Esri Analyst License Annual Subscription Fee	1	1,788.13	1,788.13
PS Pro Esri Server License Annual Subscription Fee	1	1,788.00	1,788.00
PS Pro Production GIS Virtual Server Annual Subscription Fee	1	0.00	0.00
PS Pro Production NCIC Virtual Server Annual Subscription Fee	1	0.00	0.00
PS Pro Production Server Annual Subscription Fee	1	10,331.25	10,331.25
PS Pro Training/Testing Server Annual Subscription Fee	1	7,875.67	7,875.67
PS Pro Warm Standby GIS Virtual Server Annual Subscription Fee	1	0.00	0.00
PS Pro Warm Standby NCIC Virtual Server Annual Subscription Fee	1	0.00	0.00
PS Pro Warm Standby Server Annual Subscription Fee	1	9,395.97	9,395.97
		Software Total	31,179.02 USD

ADMIN

PRODUCT NAME	QUANTITY	UNIT PRICE	DISCOUNT	TOTAL
Administration PS Pro Core (Agency Site License) Annual Subscription Fee	1	1,936.40	- 639.01	1,297.39
Administration PS Pro Core (Agency Site License) Annual Subscription Fee	1	61.80	- 20.39	41.41
Administration PS Pro Core Annual Subscription Fee	1	1,178.00	- 388.74	789.26
			Software Subtotal	3,176.20 USD
			Discount	- 1,048.14 USD
			Software Total	2,128.06 USD

CAD

PRODUCT NAME	QUANTITY	UNIT PRICE	DISCOUNT	TOTAL
CAD CLQ Location & Image Retrieval Sub Core (Agency Site License) Annual Subscription Fee	1	3,000.00	- 990.00	2,010.00
CAD CLQ Location and Image Retrieval Subscription Core Annual Subscription Fee	1	3,000.00	- 990.00	2,010.00

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CAD Priority SMS Paging Subscription Core (Agency Site License) Annual Subscription Fee	1	3,000.00	- 990.00	2,010.00
CAD Priority SMS Paging Subscription Core Annual Subscription Fee	1	2,000.00	- 660.00	1,340.00
CAD PS Pro Advanced (Agency Site License) Annual Subscription Fee	1	3,313.14	- 1,093.34	2,219.80
CAD PS Pro Advanced (Backup Seat License) Annual Subscription Fee	5	0.00	- 0.00	0.00
CAD PS Pro Basic Paging (SMTP/Email) Interface Annual Subscription Fee	1	0.00	- 0.00	0.00
CAD PS Pro Core (Agency Site License) Annual Subscription Fee	1	9,939.36	- 3,279.99	6,659.37
CAD PS Pro Core (Backup Seat License) Annual Subscription Fee	5	0.00	- 0.00	0.00
CAD PS Pro Core Annual Subscription Fee	1	4,418.63	- 1,458.15	2,960.48
CAD PS Pro E911 (ANI/ALI) Interface Annual Subscription Fee	1	0.00	- 0.00	0.00
CAD PS Pro FirstDue Interface (Export) Annual Subscription Fee	1	2,651.18	- 874.89	1,776.29
CAD PS Pro ProQA PlatinumCertified Interface (Import and Export) Annual Subscription Fee	1	4,564.75	- 1,506.37	3,058.38
CAD PS Pro Rip and Run (Fax/Email) Interface Annual Subscription Fee	1	0.00	- 0.00	0.00
CAD PS Pro Zetron Tone Paging Interface (Export) Annual Subscription Fee	1	2,945.00	- 971.85	1,973.15
CAD RapidSOS Integration Subscription Core (Agency Site License) Annual Subscription Fee	1	1,800.00	- 594.00	1,206.00
CAD RapidSOS Integration Subscription Core Annual Subscription Fee	1	750.00	- 247.50	502.50

Software Subtotal	41,382.06 USD
Discount	- 13,656.09 USD
Software Total	27,725.97 USD

MAPPING

PRODUCT NAME	QUANTITY	UNIT PRICE	DISCOUNT	TOTAL
Mapping PS Pro AVL (Agency Site License) for FullTime CAD Workstations Annual Subscription Fee	1	3,534.00	- 1,166.22	2,367.78

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Mapping PS Pro AVL (Seat License) for Backup/Supervisor/PartTime Workstations Annual Subscription Fee	5	103.08	- 170.10	345.30
Mapping PS Pro AVL Playback (Agency Site License) for FullTime CAD Workstations Annual Subscription Fee	1	1,767.00	- 583.11	1,183.89
Mapping PS Pro Core (Agency Site License) for FullTime CAD Workstations Annual Subscription Fee	1	4,702.38	- 1,551.79	3,150.59
Mapping PS Pro Core (Seat License) for Backup/Supervisor/PartTime Workstations Annual Subscription Fee	5	235.12	- 0.00	1,175.60
Mapping PS Pro Core Annual Subscription Fee	1	3,134.90	- 1,034.52	2,100.38
Mapping PS Pro TAIP AVL Interface (Import) Annual Subscription Fee	1	3,681.25	- 1,214.81	2,466.44
			Software Subtotal	18,510.53 USD
			Discount	- 5,720.55 USD
			Software Total	12,789.98 USD

JMS/FINANCIAL

PRODUCT NAME	QUANTITY	UNIT PRICE	DISCOUNT	TOTAL
Financial PS Pro Core (Agency Site License) Annual Subscription Fee	1	0.00	- 0.00	0.00
Financial PS Pro Core Annual Subscription Fee	1	0.00	- 0.00	0.00
Jail PS Pro Advanced (Agency Site License) Annual Subscription Fee	1	1,276.20	- 421.15	855.05
Jail PS Pro Core (Agency Site License) Annual Subscription Fee	1	3,827.70	- 1,263.14	2,564.56
Jail PS Pro Core Annual Subscription Fee	1	6,480.65	- 2,138.61	4,342.04
Jail PS Pro LiveScan/AFIS Interface (Export) Annual Subscription Fee	1	2,235.80	- 737.81	1,497.99
Jail PS Pro NDEx Adapter (IB IEPD) Annual Subscription Fee	1	0.00	- 0.00	0.00
Jail PS Pro VINE Interface (Export) Annual Subscription Fee	1	1,765.96	- 582.77	1,183.19
			Software Subtotal	15,586.31 USD
			Discount	- 5,143.48 USD
			Software Total	10,442.83 USD

MOBILE & FIELD OPS

PRODUCT NAME	QUANTITY	UNIT PRICE	DISCOUNT	TOTAL
Easy Street Draw Annual Subscription	85	56.94	- 0.00	4,839.90

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Easy Street Draw Annual Subscription	5	56.94	- 0.00	284.70
Field Ops Subscription (for Pro Mobile users) Annual Subscription Fee	20	120.00	- 0.00	2,400.00
Field Ops Subscription (for Pro Mobile users) Annual Subscription Fee	5	120.00	- 0.00	600.00
Field Ops Subscription (for Pro Mobile users) Annual Subscription Fee	17	120.00	- 0.00	2,040.00
Mobile PS Pro Accident Reporting Annual Subscription Fee	85	73.63	- 2,065.50	4,193.05
Mobile PS Pro Accident Reporting Annual Subscription Fee	5	73.63	- 121.50	246.65
Mobile PS Pro CAD Annual Subscription Fee	85	132.53	- 3,717.05	7,548.00
Mobile PS Pro CAD Annual Subscription Fee	5	132.53	- 218.65	444.00
Mobile PS Pro CAD Annual Subscription Fee	17	132.53	- 743.41	1,509.60
Mobile PS Pro Core Annual Subscription Fee	1	1,472.50	- 485.92	986.58
Mobile PS Pro eCitations Annual Subscription Fee	85	103.08	- 2,891.70	5,870.10
Mobile PS Pro eCitations Annual Subscription Fee	5	103.08	- 170.10	345.30
Mobile PS Pro Mapping Annual Subscription Fee	85	214.03	- 0.00	18,192.55
Mobile PS Pro Mapping Annual Subscription Fee	5	214.03	- 0.00	1,070.15
Mobile PS Pro Mapping Annual Subscription Fee	17	214.03	- 0.00	3,638.51
Mobile PS Pro NCIC Annual Subscription Fee	85	0.00	- 0.00	0.00
Mobile PS Pro NCIC Annual Subscription Fee	5	0.00	- 0.00	0.00
Mobile PS Pro Records Annual Subscription Fee	85	279.78	- 7,848.05	15,933.25
Mobile PS Pro Records Annual Subscription Fee	5	279.78	- 461.65	937.25
			Software Subtotal	89,803.12 USD
			Discount	- 18,723.53 USD
			Software Total	71,079.59 USD

PERSONNEL

PRODUCT NAME	QUANTITY	UNIT PRICE	DISCOUNT	TOTAL
Personnel PS Pro Advanced (Agency Site License) Annual Subscription Fee	1	783.89	- 258.68	525.21
Personnel PS Pro Advanced (Agency Site License) Annual Subscription Fee	1	623.73	- 205.83	417.90
Personnel PS Pro Core (Agency Site License) Annual Subscription Fee	1	0.00	- 0.00	0.00

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Personnel PS Pro Core (Agency Site License) Annual Subscription Fee	1	0.00	- 0.00	0.00
Personnel PS Pro Core (Agency Site License) Annual Subscription Fee	1	0.00	- 0.00	0.00
Personnel PS Pro Core Annual Subscription Fee	1	0.00	- 0.00	0.00
			Software Subtotal	1,407.62 USD
			Discount	- 464.51 USD
			Software Total	943.11 USD

RMS

PRODUCT NAME	QUANTITY	UNIT PRICE	DISCOUNT	TOTAL
Field Training Online (Stand-Alone)– Annual Subscription Fee	1	7,500.00	- 2,475.00	5,025.00
Records PS Pro Accident Reporting Annual Subscription Fee	1	1,473.00	- 486.09	986.91
Records PS Pro Accident Reporting State-Specific Form Annual Subscription Fee	1	1,473.00	- 486.09	986.91
Records PS Pro Advanced (Agency Site License) Annual Subscription Fee	1	5,006.50	- 1,652.14	3,354.36
Records PS Pro Advanced (Agency Site License) Annual Subscription Fee	1	176.70	- 58.31	118.39
Records PS Pro Core (Agency Site License) Annual Subscription Fee	1	15,019.50	- 4,956.43	10,063.07
Records PS Pro Core (Agency Site License) Annual Subscription Fee	1	530.10	- 174.93	355.17
Records PS Pro Core Annual Subscription Fee	1	2,209.00	- 728.97	1,480.03
Records PS Pro eCitations Annual Subscription Fee	1	1,473.00	- 486.09	986.91
Records PS Pro eCitations State-Specific Form Annual Subscription Fee	1	1,473.00	- 486.09	986.91
Records PS Pro MO Crime Reporting (MIBRS) Interface Annual Subscription Fee	1	0.00	- 0.00	0.00
Records PS Pro MO STARS Interface (Export) Annual Subscription Fee	1	2,651.00	- 874.83	1,776.17
Records PS Pro NDEx Adapter (IA IEPD) Annual Subscription Fee	1	0.00	- 0.00	0.00
Records PS Pro ShowMe Courts eCites Interface (Export) Annual Subscription Fee	1	2,651.00	- 874.83	1,776.17
			Software Subtotal	41,635.80 USD

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Discount	- 13,739.80 USD
Software Total	27,896.00 USD

SUITE

PRODUCT NAME	QUANTITY	UNIT PRICE	DISCOUNT	TOTAL
Community Data Platform Annual Subscription Fee	1	0.00	- 0.00	0.00
Community Data Platform Annual Subscription Fee	1	0.00	- 0.00	0.00
Portal PS Pro Attorney Case View Annual Subscription Fee	1	1,606.74	- 530.22	1,076.52
Portal PS Pro Community Involvement Pack Annual Subscription Fee	1	1,606.74	- 530.22	1,076.52
Portal PS Pro Remote CFS View Pack Annual Subscription Fee	1	1,606.74	- 530.22	1,076.52
PS Pro Additional Agency MULES/NCIC Interface Annual Subscription Fee	1	232.76	- 0.00	232.76
PS Pro MULES/NCIC Interface (Basic Queries) Annual Subscription Fee	1	4,267.18	- 0.00	4,267.18
PS Pro MULES/NCIC Interface (Criminal History) Annual Subscription Fee	1	387.93	- 0.00	387.93
PS Pro MULES/NCIC Interface (Warrants) Annual Subscription Fee	1	3,103.40	- 0.00	3,103.40
PS Pro Reporting Core Annual Subscription Fee	1	0.00	- 0.00	0.00
PS Pro Reporting Universal Interface Engine Annual Subscription Fee	1	0.00	- 0.00	0.00
PS Pro Time Synchronization Interface Annual Subscription Fee	1	0.00	- 0.00	0.00
Public Safety Citizen Reporting Annual Subscription Fee	1	5,000.00	- 0.00	5,000.00

Software Subtotal	17,811.49 USD
Discount	- 1,590.66 USD
Software Total	16,220.83 USD

DEMS

PRODUCT NAME	QUANTITY	UNIT PRICE	TOTAL
CentralSquare DEMS Annual Subscription Fee	1	16,650.00	16,650.00

Software Total	16,650.00 USD

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SOFTWARE SUMMARY

Software Subtotal	277,142.15 USD
Software Discount	- 60,086.76 USD
Software Total	**217,055.39 USD**

WHAT SERVICES ARE INCLUDED?

SERVICES

DESCRIPTION	TOTAL
Data Conversion - OMNIGO - Citations	21,840.00
Data Conversion - ONESolution - Admin	5,850.00
Data Conversion - ONESolution - CAD	7,800.00
Data Conversion - ONESolution - JMS	21,450.00
Data Conversion - ONESolution - Personnel	7,800.00
Data Conversion - ONESolution - RMS	17,550.00
Public Safety Consulting Services - CDP	1,950.00
Public Safety Consulting Services - Fixed Fee	58,890.00
Public Safety GIS/Analytics Services - Fixed Fee	7,800.00
Public Safety Project Management Services - Fixed Fee	51,870.00
Public Safety Technical Services - Fixed Fee	7,800.00
Public Safety Training Services - Fixed Fee	36,075.00
Services Subtotal	246,675.00 USD
Discount	- 25,300.00 USD
Services Total	221,375.00 USD

SERVICES SUMMARY

Services Subtotal	246,675.00 USD
Services Discount	- 25,300.00 USD
Services Total	**221,375.00 USD**

QUOTE SUMMARY

Software Subtotal	277,142.15 USD
Services Subtotal	246,675.00 USD
Quote Subtotal	523,817.15 USD
Discount	- 85,386.76 USD

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Quote Total	**438,430.39 USD**

WHAT ARE THE RECURRING FEES?

TYPE	AMOUNT
FIRST YEAR MAINTENANCE TOTAL	0.00
FIRST YEAR SUBSCRIPTION TOTAL	217,055.39

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Exhibit C: Payment Schedule

The total amount of this contract is **$438,430.39**.

Customer must pay all applicable support fees for its existing ONESolution system up to the date of Go Live for the CentralSquare software in order to receive the upgrade discount.

The amounts due under this contract are as follows:

Upon contract execution	50% of services
Completion of BPR	30% of services
Go Live	20% of services
Annual Subscription (due upon Go Live)	100%

CentralSquare shall deliver to Customer an invoice: (a) within thirty (30) days of completion of the corresponding milestone as evidenced above; and (b) thirty (30) days prior to each Anniversary Date for each annual Subscription Fee. All payments are due within thirty (30) days of receipt of any invoice. In the event of a disputed invoice, Customer shall pay the entire non-disputed portion of any such invoice.

All amounts due and payable to CentralSquare hereunder shall, if not paid when due, bear a late charge in accordance with Section 3.5 of this Agreement. After the fourth anniversary of Go Live, the annual subscription fee shall increase by an amount not to exceed 5%.

If, during a Term or Renewal Term (as defined in Section 6.0 of the Agreement), Customer elects to adjust its licensed CAD positions, including an increase or decrease in quantities, such change shall be processed as a Change Order or other similar amendment to the Agreement, and upon written approval by both parties, will result in a corresponding increase or decrease in the annual subscription fee(s) due under the Payment Terms of the Agreement.

The remittance address for payments only is:
CentralSquare Technologies
12709 Collection Center Drive
Chicago, IL 60693

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Exhibit D: Support Addendum

1.0 Term

Support will be provided in accordance with this Support Addendum for the Term of the Agreement so long as all Subscription Fees are current and paid in full.

2.0 Software Updates

While this Agreement remains in full force and effect, CentralSquare will maintain the Software by providing software updates and/or enhancements to Customer. All software updates provided to Customer by CentralSquare pursuant to the terms of this Agreement shall be subject to the terms and conditions of Section 2.0 License of this Agreement.

CentralSquare will install software updates remotely. Customer is responsible for guaranteeing that sufficient, capable personnel that possess the appropriate technology skills and public safety knowledge are available during the maintenance window. All updates will occur during normal business hours. Normal business hours are defined as: 08:00-17:00 CT. Software updates are offered in the following time slots: 08:00-10:00 CST, 10:00-12:00 CST, 13:00-15:00 CST. CentralSquare Technologies will work with the Customer to schedule an agreeable time to occur during these time slots.

2.1 Included Updates

Updates will be provided on an as-available basis and include the items listed below:

1. Bug fixes;
2. Enhancements to products provided under this Agreement;

2.2 Not-Included Updates

Updates do not include:

1. Platform extensions including product extensions to different platforms (premise, hosted, cloud), different windowing system platforms, or different operating system platforms
2. New functions such as new modules, interfaces, components, products, or applications.

3.0 Hardware Updates

Server Hardware updates consist of different types of hardware changes ranging from hardware replacement (such as replacing a hard disk), to hardware additions and hardware updates. Server Hardware updates require physical access to the servers. Customer is responsible for guaranteeing that sufficient, capable personnel that possess the appropriate technology skills and public safety knowledge are available during the maintenance window. All updates will occur during normal business hours. Normal business hours are defined as: 08:00-17:00 CT. Hardware updates are offered in the following time slots: 08:00-10:00 CST, 10:00-12:00 CST, 13:00-15:00 CST. CentralSquare Technologies will work with the Customer to schedule an agreeable time to occur during these time slots.

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4.0 Support

4.1 General Support

CentralSquare shall provide phone and email support for the Software licensed under this Agreement and shall maintain a support center database to track any reported issues. Customer is required to accept and maintain updates to a supported version of the application(s) in order to maintain access to support services. No support will be provided for Software more than two versions back from the most recently released version.

Support does not include custom programming services or training.

Support is available 24 hours a day, seven days a week for CentralSquare Suite customers.

4.2 Remote Support

The BeyondTrust/Bomgar and/or SecureLink remote support solutions shall be the method of remote access to customer systems and/or data. These solutions meet all requirements as contained in Section 5.5.6 of the FBI CJIS Security Policy (Remote Access). Use of either of these solutions enable customer agencies to remain CJIS compliant for purposes of FBI and/or state regulatory agency audits.

VPN usage to connect to customer environments is prohibited. If previously contractually mandated, all costs associated with CentralSquare's use of any technological device to mitigate against the risk of such connection shall be the responsibility of Customer. This includes but is not limited to jumpboxes, virtual machines, etc. Any access to Customer's system and/or data shall be through the use of CentralSquare's unique user SSO credentials, and all such access must be capable of being logged in accordance with FBI CJIS Security Policy.

4.3 GIS Data Maintenance

GIS data updates and maintenance are defined as changes to the GIS data based on actual additions or changes to points (e.g. addresses), lines (e.g. roads), or layers (e.g. Emergency Service Zones) that occur after the date of the software install.

CentralSquare will provide one (1) GIS update per month as part of this contract.

4.4 Server Hardware Maintenance

CentralSquare will maintain the Server Hardware necessary to host the Software. This does not include any hardware except the CentralSquare Technologies' supplied Server Hardware. "Server Hardware Maintenance" is defined as ensuring the operating system and/or applications as installed are current and up to date.

A standby server is available for purchase by customer. This server replicates the production environment and is available to the customer for use in the event of a hardware and/or software failure of the production server. The training server is similar to the production server but it is not a mirror image of same. The training server cannot be utilized as a production server or other means to support the agency with respect to the Pro application and/or interfaces thereto in the event of a hardware failure of the production server.

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In the event of a hardware and/or software failure, if the customer does not purchase a standby server, the customer acknowledges that the customer will be down for an extended period of time which could include, but not be limited to, an extended period of time while replacement hardware and/or software is attained and/or configured for use.

4.5 Customer Responsibilities

4.5.1 *Access to Premises*

Customer shall provide CentralSquare with reasonable and timely access to the sites and personnel necessary for CentralSquare to perform its obligations under this Agreement.

4.5.2 *CentralSquare Server Access*

Customer will ensure that all CentralSquare Server Hardware are directly network accessible to CentralSquare at all times via SSH. There shall be no additional authorization or equipment required except as requested by CentralSquare. The persistent SSH secured service connection is mandatory and necessary for the proper functionality of the managed server component and/or the Pro application by the CentralSquare Technologies DevOps team. This connection is only utilized by CentralSquare Technologies' CJIS-compliant employees for purposes that include but are not limited to, contractually mandated backups, installation of major and minor software releases and/or execution of the managed service component of the Agreement.

4.5.3 *Network Configuration Notification Requirements*

Customer shall notify CentralSquare regarding all updates to Customer's network configuration, firewall changes, and IP address updates with a minimum twenty-four (24) hour notice prior to implementation of such changes.

4.5.4 *System Administrator*

Customer is responsible for naming one or more System Administrators to serve as a primary point of contact between Customer and CentralSquare. At least one System Administrator must be available at all times. Customer will ensure that the System Administrators possesses the appropriate technology and public safety knowledge and skills to perform this role sufficiently.

4.5.5 *Security*

Customer is responsible for providing all physical security. The customer is responsible for securing their network.

4.5.6 *System Updates*

Customer shall work in good faith to allow CentralSquare to install System updates as requested by CentralSquare.

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CentralSquare Technologies, LLC
1000 Business Center Drive
Lake Mary, FL 32746
www.centralsquare.com

SOFTWARE SUBSCRIPTION AGREEMENT

FOR

CITY OF JOPLIN, MISSOURI

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This Software Subscription Agreement (the “Agreement”) effective as of the last date shown on the signature block below (the "Effective Date"), is entered into between CentralSquare Technologies, LLC, ("CentralSquare") with offices at 1000 Business Center Drive, Lake Mary, FL 32746, and City of Joplin, Missouri (“Customer”), located at 602 South Main Street. Customer and CentralSquare may also be referred to herein individually as a “Party” or collectively as the “Parties”.

WHEREAS, The Customer wishes to purchase and CentralSquare desires to license to Customer the software described in Exhibit A.

Now, therefore, in consideration of the terms, promises, mutual covenants and conditions contained in this Agreement, Customer and CentralSquare agree as follows:

1.0 Exhibits and Order of Precedence

The following Exhibits are incorporated into this Agreement:

1. Exhibit A: Pricing Detail
2. Exhibit B: Payment Schedule
3. Exhibit C: Software Technical Support
4. Exhibit D: Statement of Work

In the event of any inconsistency among the various documents that comprise this Agreement, the order of precedence shall be as follows: (i) the Agreement, followed by (ii) the Exhibits to the Agreement in the order in which they appear.

1.1 Entire Agreement

This Agreement, and any Exhibits specifically incorporated herein by reference, constitutes the entire agreement between the Parties with respect to the subject matter. These documents supersede and merge all previous proposals of sale, communications, representations, understandings and agreements, whether oral or written, between the Parties with respect to the subject hereof.

This Agreement may not be modified except by a writing subscribed to by authorized representatives of both Parties.

2.0 Definitions

(a) **Anniversary Date:** means the annually reoccurring date of this Agreement's Effective Date.

(b) **Documentation**: All written, electronic, or recorded end user and system administrator

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documentation and functional descriptions therein that describe the uses, features, and functional capabilities of the System, and that are published or provided to Customer by CentralSquare.

(c) **Executable Object Code**: Software code which has been compiled for use by the computer and is no longer directly readable or modifiable by humans.

(d) **Execution of Agreement**: Date Agreement is signed by all enumerated Parties.

(e) **Hardware**: All hardware, equipment, and other tangible non-Software items supplied to Customer by CentralSquare under this Agreement. For the sake of clarity, Server Hardware shall mean Hardware listed as "Server Hardware" in *Exhibit A: Pricing Detail*.

(f) **Go Live**: The use of the System as a live, non-test-bed system. This can be exhibited by events such as the completion of the first real-world booking, the taking of the first real-world call for service, the entry of the first real-world case report, or a similar event dealing with real-world use.

(g) **Software**: Any computer programs in object code form and any updates, enhancements, modifications, revisions, additions, replacements or conversions thereof owned by CentralSquare and set forth or identified in *Exhibit A: Pricing Detail* or subsequently licensed to Customer. Software specifically excludes any Third-Party Software.

(h) **Services**: All project management, training, data conversion, and other services to be provided by CentralSquare under this Agreement.

(i) **SSH**: Secure Shell. A cryptographic protocol for securing data which it transmitted over an insecure network.

(j) **Subscription Fee:** The total subscription fee of the items as specified in *Exhibit A: Pricing Detail*, including, as applicable, equipment, software licenses, and services, acquired under this Agreement, and if included as a line item in *Exhibit A*, any applicable sales, use, value added, or other such governmental charges.

(k) **System**: The collective whole of all Software, Hardware, and Services to be purchased, developed, licensed, supplied, installed, configured, or implemented by CentralSquare under this Agreement.

(l) **Third-Party Software**: Any software to be supplied by CentralSquare under this agreement that is purchased or licensed from any source external to CentralSquare for use with or integration into the System.

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3.0 Subscription

3.1 Grant of Access

In consideration of Customer's payment of the subscription fees set forth in *Exhibit A: Pricing Detail*, and subject to the terms and conditions set forth herein, CentralSquare hereby grants to Customer, and Customer accepts, a, non-transferable and non-exclusive access to use certain CentralSquare software (the "Software") identified in *Exhibit A: Pricing Detail* only for Customer's own business purposes in object code format so long as Annual Subscription Fees are paid and current.

3.2 Copies and Modifications

Customer may make a copy of the Software solely for backup or archival purposes. No CentralSquare identifying marks, copyright or proprietary right notices may be deleted from any copies of the Software made by Customer. Customer shall not decompile, or create by reverse engineering or otherwise, the source code from the object code supplied hereunder or adapt the Software in any way or use it to create a derivative work. CentralSquare shall not be responsible in any way for Software performance if the Software has been modified, except as modified by CentralSquare.

3.3 Restrictions on Usage

Customer shall not allow any party, other than CentralSquare, to add, update, or delete database records or file system objects directly to or on the server or database except as provided for in the CentralSquare Documentation.

Customer shall not access any Server Hardware except as provided in the CentralSquare Documentation or cause any software except the Software provided under this Agreement to be installed on or executed on the Server Hardware.

3.4 Infringement

CentralSquare will at its expense defend against any claim, action or proceeding by a third-party ("Action" herein) for infringement by the CentralSquare Software of copyright or trade secrets, provided that Customer immediately notifies CentralSquare in writing of such Action and cooperates fully with CentralSquare and its legal counsel in the defense thereof. CentralSquare may in its discretion (i) contest, (ii) settle, (iii) procure for Customer the right to continue using the CentralSquare Software, or (iv) modify or replace the CentralSquare Software so that it no longer infringes (as long as the functionality and performance described in the Specifications substantially remains following such modification or replacement). Customer may participate in the defense of such Action at its own expense. If CentralSquare concludes in its sole judgment that none of the foregoing options are commercially reasonable, and Customer's use of the CentralSquare Software is permanently enjoined as a result of a judgment of a court of competent

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jurisdiction in such Action, then CentralSquare will return to Customer the fee(s) paid by Customer under this Agreement less a prorated portion of said fee(s) for Customer's use of the CentralSquare Software in this Agreement shall terminate. In addition, in the event such Action results in a money judgment against Customer which does not arise, wholly or in part, from the actions or omissions of Customer, its officers, directors, employees, contractors, agents, or elected officials, or a third-party, CentralSquare will, subject to Section 9.0 herein, indemnify Customer therefrom.

Notwithstanding the above, CentralSquare shall have no duty under this Section 3.4 with respect to any claim, action or proceeding arising from or related to infringements (i) by third-party Software, including operating system software, or hardware, (ii) arising out of modifications to the CentralSquare Software and/or Documentation not made by CentralSquare, (iii) resulting from use of the CentralSquare Software to practice any method or process which does not occur wholly within the CentralSquare Software, or (iv) resulting from modifications to the CentralSquare Software or Documentation prepared pursuant to specifications or other material furnished by or on behalf of Customer. This Section 3.4 states the entire obligation of CentralSquare regarding infringement of intellectual property rights and will survive the termination of this Agreement.

4.0 Term and Termination

4.1 Initial Term

The initial term of this Agreement shall be for one (1) year. The Initial Term includes Installation and related Services described in *Exhibit D: Statement of Work*.

4.2 Renewal

At the conclusion of the Initial Term, this Agreement shall automatically renew for successive one (1) year terms (each a "Renewal Term"), unless Customer notifies CentralSquare in writing of its decision not to renew at least thirty (30) days prior to the end of the Initial Term or any Renewal Term. (The Initial Term and any Renewal Term collectively are referred to herein as the "Term".). This Agreement will renew pursuant to Section 5.3 at an Annual Subscription Fee increase of 5%.

4.3 Termination

4.3.1 By CentralSquare for Cause

In addition to various other express rights of CentralSquare to terminate this Agreement set forth herein, CentralSquare shall also have the right to terminate this Agreement upon thirty (30) day's prior written notice and cancel any unfulfilled portion of it by written notice to Customer due to Customer's failure to comply with any material terms or conditions of this Agreement, or in other cases if: (i) Customer becomes bankrupt or insolvent or enters into any arrangement or

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composition with its creditors or if a receiver is appointed to direct the business of Customer, or (ii) Customer sells or assigns its rights, duties or obligations under this Agreement to any person or entity, in whole or in part, whether by assignment, merger, transfer or assets, sale of stock, operation of law or otherwise, without the express written permission of CentralSquare or (iii) upon Customer's breach of the use or confidentiality and nondisclosure provisions contained herein, or (iv) upon a violation of CentralSquare's proprietary rights hereunder. The termination of this Agreement shall automatically terminate and extinguish the right to use CentralSquare Software.

4.3.2 By Customer for Cause

Customer may terminate this Agreement for cause based upon the failure of CentralSquare to comply with any material terms and/or conditions of the Agreement, provided that Customer shall give CentralSquare thirty (30) days' written notice specifying CentralSquare's failure. If within thirty (30) days after receipt of such notice, CentralSquare shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then Customer may, at its option, place CentralSquare in default and the Agreement shall terminate on the date specified in such notice.

4.3.3 Termination without Cause

Either party may terminate this Agreement, without cause, upon no less than one hundred eighty (180) days written notice to the other party. Provided that notice of termination has not been provided, on or before the expiration of the then current term, and at each annual anniversary thereof, CentralSquare shall provide to Customer a Renewal Notice for signature. CentralSquare reserves the right to change the terms and conditions upon which Software Support shall be offered for renewal terms, subject to written notice to Customer.

5.0 Delivery, Subscription and Support Fees, Payments, Taxes, and Third-Party Costs

5.1 Delivery of Software to Customer

The Software shall be delivered in executable object code form only. CentralSquare shall initially deliver and install copies of the Software as set forth in *Exhibit D: Statement of Work*, in the quantities set forth in *Exhibit A: Pricing Detail.* Except as stated in *Exhibit C: Support Addendum*, CentralSquare shall not be responsible for providing any updates, enhancements, modifications, revisions, additions, replacements, conversions or maintenance to the Software.

5.2 Delivery of Services to Customer

CentralSquare will provide Services as set forth in *Exhibit A: Pricing Detail* and *Exhibit D: Statement of Work*.

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5.3 Subscription and Support Fee(s)

Annual Subscription Fees to be paid by Customer for the initial term of this Agreement are established based on the software subscription(s) purchased. The Annual Subscription Fee for the first renewal term shall be the amount specified in *Exhibit A: Pricing Detail* hereto, subject to the adjustments as described below.

Unless otherwise terminated as provided herein, CentralSquare shall notify Customer, prior to the end of the current term, of the Annual Subscription Fees for any renewal term. Unless otherwise agreed in writing, Annual Subscription Fees shall be due on or before the commencement of each term and are due for all Software applications and modules. Annual Subscription Fees for the first renewal term and all renewals thereafter shall be subject to increase on an annual basis at a rate of 5%. Additional subscriptions purchased by Customer during any Term will result in additional Annual Subscription Fees which shall be prorated to be coterminous with Customer's then current Term.

Subscription Fees do not include travel, food or lodging expenses incurred by CentralSquare for services provided at Customer's site or other locations remote from CentralSquare's principal place of business. Such reasonable expenses shall be paid by Customer on receipt of CentralSquare's invoice for such reasonable expenses. Travel costs submitted for reimbursement will be actual costs.

5.4 Payments

If Customer ceases to keep in force the Agreement, any resumption shall be subject to payment by Customer of all past unpaid fees for previous years in addition to the fee for the current year. Payment of applicable fees for any additional services required to bring Customer's system current, which fees shall be charged at CentralSquare's then current rates for such services, shall also be the responsibility of the Customer. Customer acknowledges and agrees that the preceding clause is reasonable in light of the fact that the expenses incurred and resources devoted by CentralSquare to further development, enhancement and support of the CentralSquare Software must be spread over CentralSquare's Customer base and fairly shared by all CentralSquare Software users.

All amounts due and payable to CentralSquare hereunder shall, if not paid when due, bear a late charge equal to one and one-half percent (1-1/2 %) per month, or the highest rate permitted by law, whichever is less, from thirty (30) days after their due date until paid. Failure to pay annual fees when due may result in a notice of termination in accordance with Section 4.3.

Remittance Address for Payments Only:
CentralSquare Technologies, LLC
12709 Collection Center Drive
Chicago, IL 60693

Payments may be made by check; wire transfer; or Automated Clearing House ("ACH").

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CentralSquare will provide banking information if Customer requests to pay by wire transfer or ACH.

5.5 Taxes

Except for taxes for which Customer provides CentralSquare with written certification of its tax-exempt status, if CentralSquare is required to collect or pay sales, use, property, value-added, or other such taxes based on the software or services provided under this Agreement, and/or Customer's use thereof, then such taxes shall be invoiced to and paid by Customer on receipt of such invoice.

5.6 Third-Party Costs

Except as expressly agreed herein, CentralSquare assumes no responsibility for any third-party costs related to implementation of the System. This includes, but is not limited to, any third-party costs associated with the implementation of Interfaces as defined in *Exhibit D: Statement of Work*.

Other components (hardware and/or software, collectively "third-party Components") may be desired for use with the System. CentralSquare assumes no responsibility under this Agreement for obtaining and/or supporting any third-party Components except as expressly agreed herein. This includes, but is not limited to, networking equipment, workstations, servers for third-party systems, mobile networking equipment, and mobile workstations, laptops, or tablets.

6.0 Rights and Obligations

6.1 Proprietary Rights

CentralSquare represents that it is the owner of or otherwise has the rights to the Software and that it has the right to grant the use. CentralSquare retains title to the Software and its associated Documentation, including, without limitation, all copies and audiovisual aspects thereof and all rights to patents, copyrights, trademarks, trade secrets and other intellectual property rights inherent therein and appurtenant thereto. Customer shall not, by virtue of this Agreement or otherwise, acquire any proprietary rights whatsoever in the Software or its associated Documentation, which shall be confidential information of CentralSquare and the sole and exclusive property of CentralSquare. CentralSquare hereby expressly reserves any right not expressly granted to Customer by this Agreement. No identifying marks, copyright or proprietary right notices may be deleted from any copy of the Software provided to or made by Customer. All right and title to any third-party software provided by CentralSquare under this Agreement shall remain with the applicable vendor thereof. Nothing in this Agreement shall be construed as conveying title in the Software, its associated Documentation, or any third-party software to Customer.

6.2 Trademarks and Trade Names

Any and all trademarks and trade names, which CentralSquare uses in connection with the

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Software access granted hereunder, are and shall remain the exclusive property of CentralSquare. Nothing contained in this Agreement shall be deemed to give Customer any right, title or interest in any trademark or trade name of CentralSquare.

6.3 Confidentiality

Except as otherwise provided in this Agreement, Customer shall not sell, transfer, publish, disclose or otherwise make available any portion of the Software or its associated Documentation to others. Customer shall use its reasonable best efforts to cooperate with and assist CentralSquare in identifying and preventing any unauthorized use, copying or disclosure of the Software or any portion thereof or any of the algorithms or logic contained therein or any other deliverables.

6.3.1 CentralSquare agrees to maintain Customer's confidential business information and confidential data, including patient identifying data, to which CentralSquare gains access in confidence and to not disclose such information except as required to perform hereunder or as required by law. Customer will use reasonable efforts to identify or designate information or data as confidential at or within five (5) business days of disclosure. Notwithstanding the above, CentralSquare shall own the copyrights, trade secrets, patent rights and other proprietary rights in and may use without restriction knowledge, information, ideas, methods, know-how, and copyrightable expression learned or acquired (including without limitation any feedback, suggestions, or other information or materials) as a result of or in connection with this Agreement to make modifications and enhancements to the CentralSquare Software or Documentation. Customer shall acquire no intellectual property ownership rights to the CentralSquare Software or Documentation as a result of such use, whether as author, joint author, or otherwise. Confidential information does not include any information which (a) is generally available to the public or becomes generally known to the public through no act or omission of CentralSquare or any violation of confidentiality; (b) is disclosed to CentralSquare by third parties without breach of confidentiality obligations; (c) is already in the lawful or rightful possession of CentralSquare prior to receipt of the confidential information or (d) is developed independently by CentralSquare without use of the confidential information.

6.3.1.1 CentralSquare maintains a security program for managing access to customer data – particularly HIPAA and CJIS information ("Security Approved Personnel"). This includes 1) a pre-employment background check; 2) security training required by Federal CJIS regulations; and 3) criminal background checks/fingerprints required by Federal or State regulations. CentralSquare will work with the Customer to provide reasonably required documentation (such as the CJIS Security Addendum Certification form and VPN documents).

6.3.1.2 If required by the Customer, CentralSquare will provide paper fingerprint cards for such Security Approved personnel with the fingerprinting performed in the state of the CentralSquare staff's job assignment. If the Customer requires fingerprints submitted in a form other than paper prints (such as Live Scan) or that such fingerprints be performed at the

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Customer's site, the Customer will reimburse CentralSquare for the cost of CentralSquare Security Approved Personnel traveling to the Customer's site or for a vendor (such as Live Scan) to travel to the applicable CentralSquare office location. This provision will apply during the installation of the Project and for the duration of the Customer's Support Addendum.

6.4 Non-Confidential Information

Confidentiality obligations of the Parties shall not extend to information that:

(a) is, as of the time of its disclosure, or thereafter becomes part of the public domain through a source other than the receiving party;

(b) was known to the receiving party at the time of its disclosure and such knowledge can be proven by documentation;

(c) is independently developed by the receiving party;

(d) is subsequently learned from a third-party not under a confidentiality obligation to the providing party; or

(e) is required to be disclosed pursuant to court order, subpoena, or government authority, whereupon the receiving party shall provide notice to the other party prior to such disclosure.

7.0 Warranties

7.1 Software Warranties

CentralSquare warrants that: (i) it owns or otherwise has the rights in the Software and has the right to license the Software as described in this Agreement.

7.2 Wireless Service Limitations

Problems in the CentralSquare software or transmission of data caused by wireless services, including cell phone carriers, cell phone devices and operating systems, and any personal settings on the devices are not warranted by CentralSquare, or covered under the terms of this Agreement. The Customer's use of services provided by wireless service providers or carrier, or transmission of data from cell phone carriers, cell phones and operating systems, and the security, privacy, or accuracy of any data provided via such services is at the Customer's sole risk.

7.3 Hardware and Third-Party Software Warranties

CentralSquare warrants that, at the time of delivery, the Hardware will be new and unused. In addition, CentralSquare warrants that upon payment of the applicable fees, Customer will acquire good and clear title to the Hardware, free and clear of all liens and encumbrances.

All Hardware and Third-Party Software warranties provided by the manufacturer will be passed through to Customer. CentralSquare will be solely responsible for processing and managing

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of all Hardware and Third-Party Software warranty claims that may be necessary during the term of this Agreement. **CENTRALSQUARE EXPRESSLY DISCLAIMS, AND CUSTOMER HEREBY EXPRESSLY WAIVES, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

8.0 Insurance Provision

CentralSquare, at all times during the term of this Agreement, shall obtain and maintain in force insurance coverage of the types and with the limits as follows:

(a) Commercial General Liability Insurance: Commercial general liability insurance with a limit of $1,000,000 for each occurrence; $2,000,000 in the aggregate.

(b) Professional Liability Insurance: Professional liability insurance with a limit of $5,000,000 each claim; $5,000,000 in the aggregate.

(c) Business Automobile Liability Insurance: Business automobile liability insurance or equivalent form with a limit of not less than $1,000,000 for each accident. Such insurance shall include coverage for owned, hired and non-owned vehicles.

At Customer's request, CentralSquare shall provide properly executed Certificates of Insurance which shall clearly evidence all insurance required in this Agreement.

9.0 Indemnification and Limitation of Liability

CENTRALSQUARE SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS CUSTOMER FROM ANY AND ALL CLAIMS, LAWSUITS OR LIABILITY, INCLUDING ATTORNEYS' FEES AND COSTS, ALLEGEDLY ARISING OUT OF, IN CONNECTION WITH, OR INCIDENT TO ANY LOSS, DAMAGE OR INJURY TO PERSONS OR PROPERTY OR ARISING FROM A WRONGFUL OR NEGLIGENT ACT, ERROR OR OMISSION OF CENTRALSQUARE, ITS EMPLOYEES, AGENTS, CONTRACTORS, OR ANY SUBCONTRACTOR AS A RESULT OF CENTRALSQUARE'S OR ANY SUBCONTRACTOR'S PERFORMANCE PURSUANT TO THIS AGREEMENT; HOWEVER, CENTRALSQUARE SHALL NOT BE REQUIRED TO INDEMNIFY CUSTOMER FOR ANY CLAIMS OR ACTIONS CAUSED TO THE EXTENT OF THE NEGLIGENCE OR WRONGFUL ACT OF CUSTOMER, ITS EMPLOYEES, AGENTS, OR CONTRACTORS. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE FOREGOING, IF A CLAIM, LAWSUIT OR LIABILITY RESULTS FROM OR IS CONTRIBUTED TO BY THE ACTIONS OR OMISSIONS OF CUSTOMER, OR ITS EMPLOYEES, AGENTS OR CONTRACTORS, CENTRALSQUARE'S OBLIGATIONS UNDER THIS PROVISION SHALL BE REDUCED TO THE EXTENT OF SUCH ACTIONS OR OMISSIONS BASED UPON THE PRINCIPLE OF COMPARATIVE FAULT.

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NOTWITHSTANDING THE FOREGOING, THE AGGREGATE LIABILITY OF CENTRALSQUARE FOR ANY REASON AND UPON ANY CAUSE OF ACTION OF CLAIM, INCLUDING, WITHOUT LIMITATION, CENTRALSQUARE'S OBLIGATION TO INDEMNIFY AND HOLD HARMLESS UNDER THIS AGREEMENT, SHALL BE LIMITED TO DIRECT DAMAGES WHICH SHALL NOT EXCEED (I) THE CONTRACT PRICE; OR (II) IN THE CASE OF BODILY INJURY, PERSONAL INJURY, OR PROPERTY DAMAGE FOR WHICH DEFENSE AND INDEMNITY COVERAGE IS PROVIDED BY CENTRALSQUARE'S INSURANCE CARRIER, THE COVERAGE LIMITS OF SUCH INSURANCE.

IN NO EVENT SHALL CENTRALSQUARE, ITS SUBCONTRACTORS OR SUPPLIERS BE LIABLE WHETHER IN CONTRACT OR IN TORT FOR LOST PROFITS, LOST SAVINGS, LOST DATA, LOST OR DAMAGED SOFTWARE, OR ANY OTHER CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING OUT OF, OR OTHERWISE RELATED TO THIS AGREEMENT, REGARDLESS OF WHETHER CENTRALSQUARE HAS NOTICE OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE.

10.0 Miscellaneous

10.1 Force Majeure

Neither party shall be liable to the other for any delay or failure to perform any of the services or obligations set forth in this Agreement due to causes beyond its reasonable control. Performance times shall be considered extended for a period of time equivalent to the time lost because of such delay.

10.2 Governing Law

This Agreement and performance hereunder shall be governed by the law of the State of Missouri, without giving effect to the principles of conflict of law of such state or international treaties.

10.3 Forum Selection

The Parties hereby submit to the exclusive jurisdiction and venue of the Circuit Court of Jasper County, Missouri with respect to any action between the Parties relating to this Agreement.

10.4 Assignment

Neither this Agreement nor any rights or obligations hereunder shall be assigned or otherwise transferred by either Party without the prior written consent of the other Party, which consent will not be unreasonably withheld; provided however, that in the event of a merger or acquisition of all or substantially all of CentralSquare's assets, CentralSquare may assign this Agreement to an

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entity ready, willing and able to perform CentralSquare's executory obligations hereunder, as evidenced by an express written assumption of the obligations hereunder by the assignee.

10.5 Notice

Any notice provided pursuant to this Agreement, if specified to be in writing, shall be in writing and shall be deemed given (i) if by hand delivery, upon receipt hereof; (ii) if mailed, 7 days after deposit in the U.S. mails, postage prepaid, certified mail, return receipt requested. All notices shall be addressed to the Parties at the addresses set forth on the first page hereof.

10.6 Survival

All provisions of this Agreement relating to proprietary rights, confidentiality, non-disclosure and to payment of fees by Customer shall survive the termination of this Agreement.

10.7 No Waiver

The waiver or failure of either party to exercise any right in any respect provided for herein shall not be deemed a waiver of any further right hereunder.

10.8 Enforceability

If for any reason a court of competent jurisdiction finds any provision of this Agreement, or portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to affect the intent of the Parties, and the remainder of this Agreement shall continue in full force and effect.

10.9 Remedies

Unless otherwise specified herein, the rights and remedies of the Parties set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available at law or in equity.

10.10 Headings

The headings of the sections of this Agreement are inserted for convenience only and shall not constitute a part hereof or affect in any way the meaning or interpretation of this Agreement.

10.11 No Third-Party Beneficiaries

The Parties agree that this Agreement is for the benefit of the Parties hereto and is not intended to confer any rights or benefits on any third-party, and that there are no third-party beneficiaries as to this Agreement or any part or specific provision of this Agreement.

10.12 Limitation of Actions

No action, regardless of form, arising out of or relating to this Agreement or the subject matter hereof may be brought by either party more than two (2) years after the cause of action has initially arisen, with the exception of either Party's breach of its confidentiality or non-disclosure

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obligations herein or Customer's violation of CentralSquare's proprietary rights in the Software or any other software owned or licensed by CentralSquare. Notwithstanding the foregoing, should any applicable Missouri State or federal laws for which the statutes of limitations for such action(s) extend beyond two (2) years, such Missouri State or federal law shall control.

10.13 Non-Discrimination

CentralSquare agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and CentralSquare agrees to abide by the requirements of the Americans with Disabilities Act of 1990. CentralSquare agrees not to discriminate in its employment practices and will render services under this Agreement without regard to race, color, religion, sex, national origin, veteran status, political affiliation, disabilities, or because of an individual's sexual orientation. Any act of discrimination committed by CentralSquare, or failure to comply with these obligations when applicable shall be grounds for termination of this Agreement.

10.14 Cooperative Procurement

The parties agree that CentralSquare may utilize this Agreement to provide products and/or services to any municipality, county, state, non-profit hospital, educational institute, special governmental agency, non-profit corporation performing governmental functions or any other entity allowed to utilize cooperative procurement under law. The parties agree that the Customer, its elected officials, agents and employees or the employees of any elected official shall in no way be responsible for or held liable for any agreement, service, product or expenses arising out of any agreement CentralSquare may enter into with other entities.

10.14 Non-Appropriation

In the event funds are not appropriated and budgeted in any fiscal year for payments due under this Agreement, Customer shall notify CentralSquare of such occurrence and this Agreement shall terminate on the last day of the fiscal year for which the appropriation was made without penalty or expense to Customer of any kind whatsoever. Should Customer terminate the Agreement for such non-appropriation, CentralSquare shall be paid for all undisputed fees and expenses earned up to the date of such termination.

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EACH PARTY'S ACCEPTANCE HEREOF IS EXPRESSLY LIMITED TO THE TERMS OF THIS AGREEMENT, INCLUDING ITS EXHIBITS, AND NO DIFFERENT OR ADDITIONAL TERMS CONTAINED IN ANY PURCHASE ORDER, CONFIRMATION OR OTHER WRITING SHALL HAVE ANY FORCE OR EFFECT UNLESS EXPRESSLY AGREED TO IN WRITING BY THE PARTIES.

CITY OF JOPLIN, MISSOURI	**CENTRALSQUARE TECHNOLOGIES, LLC**
Accepted By (Signature)	Accepted By (Signature)
Printed Name	Printed Name
Title	Title

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EXHIBIT A: Pricing Details

The Pricing and Payment Details for this DEMS Subscription Agreement are included in the main Subscription Fee for City of Joplin, Missouri as set forth under the Pro Software License and Subscription Agreement.

EXHIBIT B : Payment Terms

The payment terms due under this Agreement are as follows:

The Pricing and Payment Details for this DEMS Subscription Agreement are included in the main Subscription Fee pricing for City of Joplin, Missouri as set forth under the Pro Software License and Subscription Agreement.

*The Annual Subscription Fees will be due at Go Live of the Pro Software License and Subscription Agreement. Thereafter, the Annual Subscription Fees shall increase by an amount not to exceed 5% from the prior year and be due on the Anniversary Date.

Exhibit C: SOFTWARE TECHNICAL SUPPORT

This Software Technical Support describes the terms and conditions relating to technical support that CentralSquare will provide to Customer during the Term of the Agreement.

1. **Product Updates and Releases.**

1.1. Updates. From time to time CentralSquare may develop permanent fixes or solutions to known problems or bugs in the Software and incorporate them in a formal "Update" to the Software. If Customer is receiving technical support from CentralSquare on the general release date for an Update, CentralSquare will provide the Customer with the Update and related Documentation.

1.2. Releases. Customer shall promptly agree to install and/or use any Release provided by CentralSquare to avoid or mitigate a performance problem or infringement claim. All modifications, revisions and updates to the Software shall be furnished by means of new Releases of the Software and shall be accompanied by updates to the Documentation whenever CentralSquare determines, in its sole discretion, that such updates are necessary.

2. **Telephone Support & Support Portal.**

2.1. Hours. CentralSquare shall provide to Customer, Monday through Friday, 7:30 A.M. to 8:30 P.M. (Eastern Time) toll-free phone number (877-229-2205), excluding holidays. CentralSquare shall provide to Customer, during the Support Hours, commercially reasonable efforts in solving errors reported by the Customer as well as making available an online support portal. Customer shall provide to CentralSquare reasonably detailed documentation and explanation, together with underlying data, to substantiate errors and to assist CentralSquare in its efforts to diagnose, reproduce and correct the error. This support shall be provided by CentralSquare at Customer location(s) if and when CentralSquare and Customer agree that on-site services are necessary to diagnose or resolve the problem. Customer must provide CentralSquare with such facilities, equipment and support as are reasonably necessary for CentralSquare to perform its obligations under this Amendment, including remote access to the Specified Configuration.

2.2. Urgent and Critical Priority Telephone Assistance after Normal Customer Service Hours. After Normal CentralSquare Customer Service Hours, emergency support for Subscription applications will be answered by our emergency paging service. When connected to the service, the Customer shall provide his or her name, organization name, call-back number where the Customer Service Representative may reach the calling party, and a brief description of the problem (including, if applicable, the information that causes the issue to be a Critical Priority Problem).

3. **Website Support.** Online support is available 24 hours per day, offering Customer the ability to resolve its own problems with access to CentralSquare's most current information. Customer will need to enter its designated username and password to gain access to the technical support areas on CentralSquare's website. CentralSquare's technical support areas allow Customer to: (i) search an up-to-date knowledge base of technical support information, technical tips, and featured functions; and (ii) access answers to frequently asked questions (FAQ).

4. **Exclusions from Technical Support Services.** CentralSquare shall have no support obligations with respect to any third-party hardware or software product ("Nonqualified Product"). If Customer

requests support services for a problem that CentralSquare reasonably believes was caused or exacerbated by a Nonqualified Product, CentralSquare shall provide notice thereof to Customer along with a quoted price for the support services; Customer must approve the incurrence of such charges in writing prior to CentralSquare rendering the services. Customer shall be solely responsible for the compatibility and functioning of Nonqualified Products with the Software.

5. **Customer Responsibilities.** In connection with CentralSquare's provision of technical support as described herein, Customer acknowledges that Customer has the responsibility to do each of the following:

5.1 Provide hardware, operating system and browser software that meets technical specifications, as well as a fast, stable, high speed connection and remote connectivity.

5.2 Maintain the designated computer system and associated peripheral equipment in good working order in accordance with the manufacturers' specifications, and ensure that any problems reported to CentralSquare are not due to hardware malfunction;

5.3 Maintain the designated computer system at the latest code revision level reasonably deemed necessary by CentralSquare for proper operation of the Software;

5.4 Supply CentralSquare with access to and use of all information and facilities reasonably determined to be necessary by CentralSquare to render the technical support described herein;

5.5 Perform any test or procedures reasonably recommended by CentralSquare for the purpose of identifying and/or resolving any problems;

5.6 At all times follow routine operator procedures as specified in the Documentation or any policies of CentralSquare posted on the CentralSquare website following notice from CentralSquare to Customer;

5.7 Customer shall remain solely responsible at all times for the safeguarding of Customer's proprietary, confidential, and classified information; and

5.8 Ensure that the designated computer system is isolated from any process links or anything else that could cause harm before requesting or receiving remote support assistance.

6. **Security.**

6.1 CentralSquare maintains a Security program for security managing access to Customer data – particularly HIPAA and CJIS information. This includes 1) a Pre-employment background check, 2) security training required by Federal CJIS regulations, and 3) criminal background checks/fingerprints required by Federal or State regulations. CentralSquare will work with the Customer to provide required documentation (such as the CJIS Security Addendum Certification form and VPN documents).

6.2 If required by the Customer, CentralSquare will provide paper fingerprint cards for such Security Approved personnel with the fingerprinting performed in the state of the CentralSquare staff's job

assignment. If the Customer requires fingerprints submitted in a form other than paper prints (such as Live Scan) or that such fingerprints be performed at the Customer's site, the Customer will reimburse CentralSquare for the cost of CentralSquare Security Approved Personnel traveling to the Customer's site or for a vendor (such as Live Scan) to travel to the applicable CentralSquare Offices. This provision will apply during the duration of this Agreement.

7. Cloud Security Program.

7.1. Access & Continuity. Logical access restrictions include VLAN data segregation, extensive deny-by-default access control lists, and Multi-Factor authentication required for System Administration. Business continuity is prioritized via daily encrypted backup stored offsite, virtual tape backup technology to counter loss of physical media, and full replication to disaster recovery site, with redundancy and availability through multiple carriers.

7.2. Security & Monitoring. SSL and IPSEC VPN with 256 bit encryption, web application firewalls, multi-layered infrastructure model with recorded internal and external CCTV, card access control, best of breed HVAC/fire suppression/physical security, and backed by 24-7 x 365 monitoring by a staffed operations facility for: Intrusion detection & prevention, DDOS mitigation, and automated network incident creation and escalation.

7.3. Testing, Audits & Compliance. 3rd party internal, external, perimeter vulnerability and penetration testing. Centrally managed patching, OS hardening program, and endpoint protection on all servers. Industry standard compliance includes annual completion of PCI-DSS Compliance Audit, Vulnerability Testing & CVSS Audit, and Control Self-Assessment Audit.

8. Service Level Commitments.

8.1. Target**.** In each Service Period, the target for availability of the Server is 99.9% ("Availability Target"). "**Service Period**" means 24 hours per day Monday through Sunday each calendar month that Customer receives the access to the Server, excluding a maintenance window on Sundays between 12:00 AM and 12:00 PM Eastern Time for scheduled maintenance. During this time, Customers may experience intermittent interruptions. CentralSquare will make commercially reasonable efforts to minimize the frequency and duration of these interruptions and CentralSquare will notify the Customer if the entire maintenance window will be required.

8.2. Measurement. Service availability is measured as the total time that the Server is available during each Service Period for access by Customer ("**Service Availability**"). Service Availability measurement shall be applied to the production environment, and the points of measurement for all monitoring shall be the Servers and the Internet connections at CentralSquare's hosted environment. CentralSquare has technology monitoring, measuring, and recording Service Availability. The Customer, at their discretion, may also employ monitoring tools, not to override CentralSquare's measurements for purposes of calculating Service Availability. Additionally, Customer monitoring tools' use must be:

8.2.1.1. mutually agreed upon by CentralSquare and the Customer.

8.2.1.2. paid, installed and maintained by the Customer.

8.2.1.3. non-invasive and may not reside on CentralSquare's systems.

8.3. Calculation. Service Availability for a given month shall be calculated using the following calculation:

8.3.1. The total number of minutes which the service was NOT available in a given month shall be subtracted from the total number of minutes available in the given month. The resulting figure is divided by the total number of minutes available in the given month.

8.3.2. Service Availability Targets are subject to change due to the variance of the number of days in a month.

8.3.3. The total number of minutes which the service was NOT available in a given month shall exclude minutes associated with scheduled or emergency maintenance.

8.4. Remedy. If the Service Period target measurement is not met then the Customer shall be entitled to a credit calculated as follows:

Service Availability in the relevant Service Period	Percentage Reduction in Monthly Fee for the Subsequent Service Period
Less than 99.9% but greater than or equal to 99.0%	5%
Less than 99.0% but greater than or equal to 9.0%	10%
Less than 95%	20%

8.5. If not directly reported by CentralSquare, Credit entitlement must be requested by the Customer within sixty (60) days of the failed Target. CentralSquare's failure to meet the relevant service level commitment. Customer shall not be entitled to offset any monthly Software fee payments, nor withhold fee payments, on account of a pending credit. Customer shall not be eligible for credits for any period where Customer is more than thirty (30) days past due on their account. CentralSquare will provide reporting, showing performance and service levels.

9. Server Performance & Capacity.

9.1. CentralSquare shall provide sufficient Server capacity for the duration of this hosting Amendment to meet the reasonable performance requirements for the number of concurrent system users provided for in this Amendment. If the Customer requests, at some later date, to add additional Software, increase user licenses, increase storage or processing requirements, and/or request additional environments, these requests will be evaluated and if additional resources are required to support modifications, additional fees may apply.

9.2. "In-network" is defined as any point between which the data packet enters the CentralSquare environment and subsequently departs the CentralSquare environment. Any point of communications outside of the CentralSquare protected network environment shall be deemed as "out-of-network." CentralSquare is not responsible for Internet connectivity and/or performance out-of-network.

10. System Maintenance.

10.1. Software maintenance and upgrades. CentralSquare will provide all hosted systems and network maintenance as deemed appropriate and necessary by CentralSquare. Maintenance and upgrades will be announced at least 24 hours in advance. The upgrades are installed at mutually agreed times. CentralSquare recommends reserving a weekly or monthly maintenance window between 0000-0500 (i.e. Midnight to 5:00AM) for patching and other maintenance activity. CentralSquare may only take a small portion of this time, but this is reserved for the full amount of time in the event the entire window of time is needed.

10.2. Hardware maintenance and upgrades. Hardware maintenance and upgrades will be performed outside of the Customer's standard business hours of operation and the Customer will be notified prior to the upgrade.

10.3. Emergency maintenance. Emergency situations will be handled on a case-by-case basis in such a manner as to cause the least possible disruption to overall system operations and availability

without negatively affecting system stability and integrity. CentralSquare will attempt to notify the Customer promptly, however if no contact can be made, CentralSquare management may deem it necessary to move forward with the emergency maintenance.

11. **Priorities and Support Response Matrix.** The following priority matrix relates to software errors covered by this Agreement. Causes secondary to non-covered causes - such as hardware, network, and third-party products - are not included in this priority matrix and are outside the scope of this Technical Support Schedule A. CentralSquare will make commercially reasonable efforts to respond to Software incidents for live remote based production systems using the following guidelines:

This matrix defines the support issues, response times and resolutions for the Customer's application.

Priority	Issue Definition	Response Time
Priority 1 – Urgent	Normal Customer Service Hours Support for live operations on the production system: A system down or not functioning event, and no procedural workaround exists. This is defined as the following: • CentralSquare server software inoperative • Loss of ability for all users to log on to system • Loss of transactional data & transactional data corruption This means one or more critical server components are nonfunctional disabling the software or the field reporting capabilities of workstations.	Normal Customer Service Hours: Telephone calls to 877-229-2205 will be immediately answered and managed by the first available representative. CentralSquare initially responds to a Priority 1 case within one (1) hour after opening. . ***After Normal Customer Service Hours: Thirty (30) minute call back after Customer telephone contact to 877-229-2205.*** Priority 1 issues must be called in via 877-229-2205 in order to receive this level of response.

Priority 2 – Critical	Normal Customer Service Hours Support for live operations on the production system: A serious Software Error that disrupts operations but there is capacity to remain productive and maintain necessary business level operations. Such errors will be consistent and reproducible. • Loss of ability for users to enter Case (Incident, Arrest and Custody) records into the system • Unable to book or release inmates A significant number of the workstations are negatively impacted by this error (e.g., does not apply to a minimal set of workstations).	Normal Customer Service Hours: Telephone calls to 877-229-2205 will be immediately answered and managed by the first available representative. CentralSquare initially responds to a Priority 2 case within four (4) hours after opening. ***After Normal Customer Service Hours: One (1) hour minute call back after Customer telephone contact to 877-229-2205.*** Non-Urgent Priority issues may also be reported via Https://support.centralsquare.com/s/contrac-us
Priority 3 – Non-Critical	Normal Customer Service Hours Support: A Software Error not meeting the criteria of an Urgent or Critical Priority, has a workaround available, and involves partial loss of noncritical functionality. Such errors will be consistent and reproducible. • Loss of Non-Urgent Data (with "Non-Urgent" being defined as not causing an error classified as a Priority 1 or 2 error (above). • NIBRS State reporting issues that cause agency reports to exceed State error submission limits • UCR reporting multiple occurrence of inaccurate data	Normal Customer Service Hours: Telephone calls to 877-229-2205 will be answered and managed by the first available representative. CentralSquare initially responds to a Priority 3 case within Two (2) business days after opening. Non-Critical Priority issues may also be reported via Https://support.centralsquare.com/s/contrac-us Non-Critical Priority issues are not managed after Normal Customer Service Hours.
Priority 4 – Minor	Normal Customer Service Hours Support: A Software Error related to a user function which does not negatively impact the User by preventing routine use of the system. The inconvenience is slight and can be tolerated.	Normal Customer Service Hours: Telephone calls to 877-229-2205 will be answered and managed by the first available representative. CentralSquare initially responds the next business day after the pint of opening a Priority 4 case during CentralSquare's normal local business hours or within Three (3) business days after a Priority 4 case is opened outside of CentralSquare's normal local business hours. Minor Priority issues may also be reported via Https://support.centralsquare.com/s/contrac-us Minor Priority issues are not managed after Normal Customer Service Hours.

12. **Exceptions.** CentralSquare shall not be responsible for failure to carry out its service and maintenance obligations under this Amendment if the failure is caused by adverse impact due to:

12.1. defectiveness of the Customer's environment, Customer's systems, or due to Customer corrupt, incomplete, or inaccurate data reported to the Software, or documented Defect.

12.2. denial of reasonable access to Customer's system or premises preventing CentralSquare from addressing the issue.

12.3. material changes made to the usage of the Software by Customer where CentralSquare has not agreed to such changes in advance and in writing or the modification or alteration, in any way, by Customer or its subcontractors, of communications links necessary to the proper performance of the Software.

12.4. a force majeure event, or the negligence, intentional acts, or omissions of Customer or its agents.

13. **Incident Resolution.** Actual response times and resolutions may vary due to issue complexity and priority. For critical impact level and above, CentralSquare provides a continuous resolution effort until the issue is resolved. CentralSquare will make commercially reasonable efforts to resolve Software incidents for live remote based production systems using the following guidelines:

Priority	Resolution Process	Resolution Time
Priority 1 – Urgent	CentralSquare will provide a procedural or configuration workaround or a code correction that allows the Customer to resume live operations on the production system.	CentralSquare will work continuously (including after hours) to provide the Customer with a solution that allows the Customer to resume live operations on the production system. CentralSquare will use commercially reasonable efforts to resolve the issue as soon as possible and not later than 24 hours after notification.
Priority 2 –Critical	CentralSquare will provide a procedural or configuration workaround or a code correction that allows the Customer to resume normal operations on the production system.	CentralSquare will work to provide the Customer with a solution that allows the Customer to resume normal operations on the production system which may include a fix on the system prior to the next panned commercial release of the applicable CentralSquare product software.
Priority 3 – Non - Critical	CentralSquare will provide a procedural or configuration workaround that allows the Customer to resolve the problem.	CentralSquare will work to provide the Customer with a resolution reasonably appropriate to the nature of the case which may include a workaround or code correction in a future release of the software. Priority 3 issues have priority scheduling in a subsequent release.
Priority 4 – Minor	If CentralSquare determines that a reported Minor Priority error requires a code correction, such issues will be addressed in a subsequent release when applicable.	CentralSquare will work to provide the Customer with a resolution which may include a workaround or code correction in a future release of the software. Priority 4 issues have no guaranteed resolution time.

14. **Non-Production Environments.** CentralSquare will make commercially reasonable efforts to provide non-production environment(s) during Customer business hours. Non-production environments are not included under the metrics or service credit schedules discussed in this Exhibit.

14.1. Maintenance. All forms of maintenance to be performed on non-production environments will follow the exact structure and schedules outlined above in Section 10 for regular System Maintenance.

14.2. Incidents and service requests. Non-production environment incidents are considered priority 3 or 4, dictated by circumstances and will be prioritized and scheduled similar to production service requests.

15. **Training.** Outside the scope of training services purchased, if any, Customer is responsible for the training and organization of its staff in the operation of the Software.

16. **Development Work.** The Support Standards do not include development work either (i) on software not licensed from CentralSquare or (ii) development work for enhancements or features that are outside the documented functionality of the Software, except such work as may be specifically purchased and outlined in the Agreement. CentralSquare retains all Intellectual Property Rights in development work performed and Customer may request consulting and development work from CentralSquare as a separate billable service.

Exhibit D: Statement of Work

CentralSquare will provide Software and Services substantially similar to those outlined below, in the quantities specified in *Exhibit B: Pricing Detail*.

1.0 Software

The software detailed in the following sections includes, but is not limited to, the listed functionality.

DEMS (powered by Genetec™ Clearance)	• Evidence Acquisition • Camera Registry	• Evidence Distribution • Redaction and Editing • Clearance Mobile App

1.1 Training and Go Live

1.1.1 *Training*

End-user and administrator training will be provided remotely using remote screen sharing and training videos. Training will be provided to ensure that users are able to effectively use the digital evidence management system. Documentation and instructional materials will be provided to overview all aspects of the platform. Initial online training will be formatted as instructor-led sessions, combining presentation (PowerPoint presentation), live demonstration (training demo system), and hands-on exercises for all participants. The technical training environment can include a separate training system, a live production system, or combination of both (as preferred).

1.1.2 *Implementation Scheduling*

The system implementation will occur with two primary tasks:

1.1.2.1 DEMS Implementation

Your agency will be provided a new implementation for your users. The system is usable immediately with or without the CAD/RMS Integration. This task will be scheduled after the agreement has been approved.

1.1.2.2 CAD/RMS Integration

The CAD/RMS integration may occur independently of the DEMS implementation. This task will be scheduled after the agreement has been approved.

1.1.3 *Acceptance Criteria*

The CentralSquare DEMS product is a standard product with a standardized integration process. Acceptance occurs automatically following 15 days after the system has gone live. If the Customer has not identified P1 or P2 defects during this period, the system will be automatically accepted. Issues occurring after this time will be handled under the standard maintenance agreement.

Priority	Description
P1: Critical Priority	A fatal software application error that prevents the system from starting/re- starting and/or a database integrity error.
P2: High Priority	Users are not able to use mission critical functionality necessary to capture or maintain their data. There is no known work-around or there is an unacceptable and production-limiting work-around.

Per industry standards, the system is considered ready for fielding when there are no known P1 or P2 defects.	
P3: Medium Priority	Users have an acceptable and defined work-around, which will allow them to continue or the problem will not inhibit production activity.
P4: Low Priority	This is a nuisance to the end-users but is not a production-limiting problem.

COUNCIL BILL NO. 2022-603 ORDINANCE NO.

AN ORDINANCE approving an UPGRADE agreement by and between the City of Joplin and Central Square Technologies, LLC., to cover the annual software payment and related conversion fees for the Public Safety software and related systems as budgeted in the Annual Budget of the City of Joplin for the Fiscal Year 2021-2022 as adopted by Council Bill 2021-523 on October 18, 2021.

WHEREAS, Central Square Technologies, LLC., has been the City's primary software provider for more than 21 years; and,

WHEREAS, in the FY2022 budget process, Council approved and budgeted funds to cover the annual support payment for technical activities.

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

Section 1. That a Purchase Order issued to Central Square covering the conversion payment for the Public Safety software upgrade and related systems, in the amount of Two Hundred Twenty-One Thousand Seventy-Five Dollars and Zero cents ($221, 375.00) be issued and the same is, hereby approved.

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

Section 3. That upon the final approval and acceptance of the vendor's work under said contract, in substantial conformance with the attached agreement, the vendor shall be paid for the annual software subscription as outlined and agreed.

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

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Resolution 2022-004 – Approval for the support of the intent to apply for the Federal Community Project Funding Request for various qualifying capital projects

MEETING DATE
April 18, 2022

ORIGINATING DEPT
Finance

ATTACHMENTS
Resolution 2022-004

REVIEWED BY
Department Head: Leslie Haase; Planning, Development and Neighborhood Services Director: Troy Bolander; Interim 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 the Federal Community Project Funding Request for various qualifying capital projects.

BACKGROUND
The Federal Government is accepting Community Project Funding Requests that fit within four accounts within the Transportation, Housing and Urban Development and Related Agencies appropriations. The projects that are being submitted for consideration are as follows:

- Zora Street Widening/Improvements from Range Line to MO249 ($6 million)
- Tin Cup Trail with Underpass at 32nd Street ($6 million)
- East Town Infrastructure and Revitalization ($5.4 million)
- Joplin East Industrial Park Culvert Replacements ($2.8 million)
- Replacement and Relocation of Fire Station #3 ($6.5 million)

All of these projects will have a significant impact for the Community in terms of economic development and public service. One component of the Request is community engagement and support for the projects. With this resolution, Council is adopting support for the need of these projects and committing to the completion of the projects as set forth in the Community Project Funding Request.

FUNDING SOURCE
This is not applicable for this item.

RECOMMENDATION
Staff recommends approval of this resolution.

RESOLUTION NO. 2022-004

A RESOLUTION of the City of Joplin, Missouri, stating the intent to pursue a Community Project Funding Request for various projects and committing to the completion of the projects as set forth in the grant requirements, if awarded.

WHEREAS, the Federal Government is accepting Community Project Funding Requests; and,

WHEREAS, the City of Joplin has several unfunded projects that will have a significant economic and public service impact for the Community; and,

WHEREAS, the Community Project Funding Request requires evidence of community support through a Resolution; and,

WHEREAS, the City Council of Joplin, Missouri, desires to submit various projects for the Community Project Funding Request for the improvement and job enhancement or job creation of our community.

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

Section 1. The City of Joplin, Missouri is committed to completing the projects as set forth in the grant requirements of the Community Project Funding Request, if the Federal 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 Community Project Funding Request.

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 18th day of April 2022.

_____
Mayor

ATTEST:

_____
Holly Nagy, City Clerk

COMMUNITY PROJECT FUNDING REQUESTS

APRIL 2022

CITY OF JOPLIN

602 S. Main Street, Joplin, Missouri 64801

Phone: 417-624-0820 Ext. 1201 Fax: 417-625-4707

City of Joplin, Missouri

Community Project Funding Requests

April 2022

Transportation

Page #

In Order of Priority by Type:

1. Zora St Widening/Improvements from Range Line (Loop 49) to MO249 - $6 Million 4
2. Tin Cup Trail with 32nd Street Underpass - $6 Million 5
3. East Town Infrastructure & Revitalization - $5.4 Million 6
4. Joplin East Industrial Park Culvert Replacements - $2.8 Million 7

Public Safety

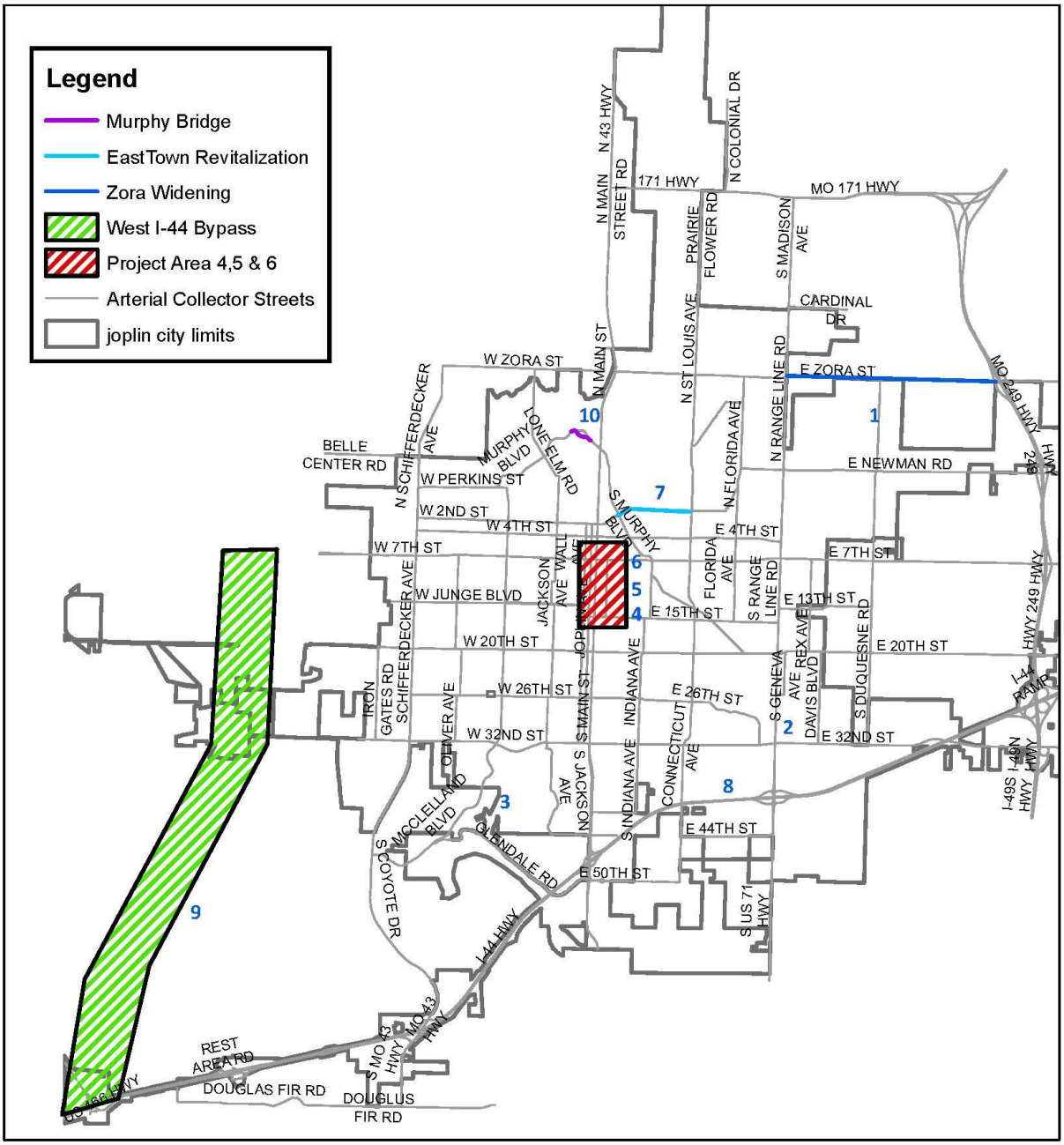
1. Replacement and Relocation of Fire Station #3 - $6.5 Million 8

City of Joplin, Missouri

Community Project Funding Requests

April 2022

Federal Highway/MODOT



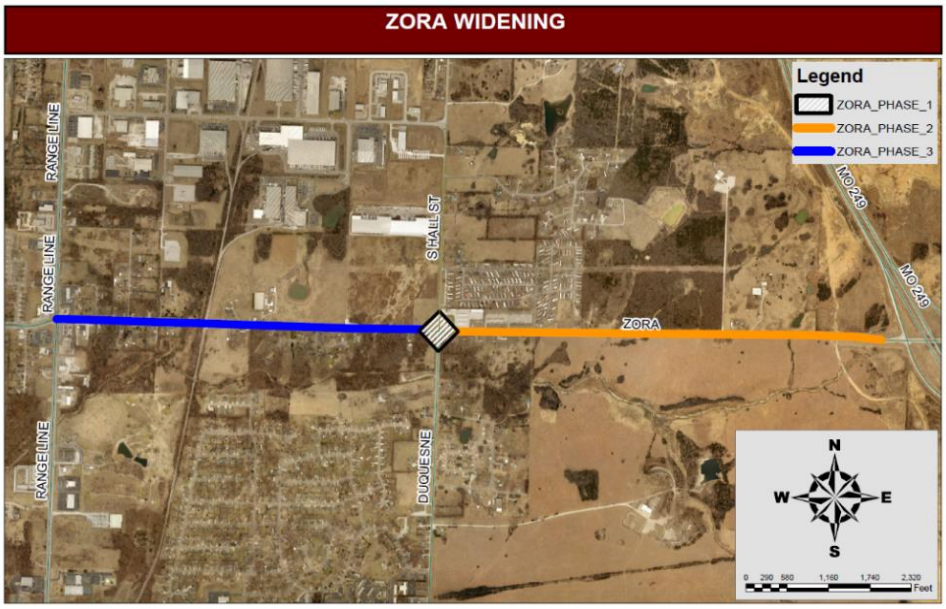
Zora Street Widening and Improvements from Rangeline Road (Loop 49) to MO-249

Goal: Widen and improve Zora Street from Rangeline Road to MO-249, including the construction of a roundabout at the intersection of Zora St. and Duquesne Road. Project will provide for additional capacity, address current deficiencies in the roadway, reduce driver dissatisfaction and improve safety along this corridor. Also, this project will serve to stimulate economic development as this route from MO-249 west is a main access route for the Joplin/Webb City Industrial Park.

- **Cost:** $12 million (City will provide $6 million matching funds for this project)

- **Background:** This project was approved by the voters of the City of Joplin in the City's current Capital Improvements Sales Tax program. Design plans are currently in development for a new roundabout at the intersection of Zora St. and Duquesne Road (Phase 1). Conceptual designs are being developed for improvements on Zora St. from Duquesne Rd to MO-249 (Phase 2), and from Rangeline Road to Duquesne Rd (Phase 3).

- **Schedule of Construction:**
  Construction tentatively scheduled for 2023-2024.



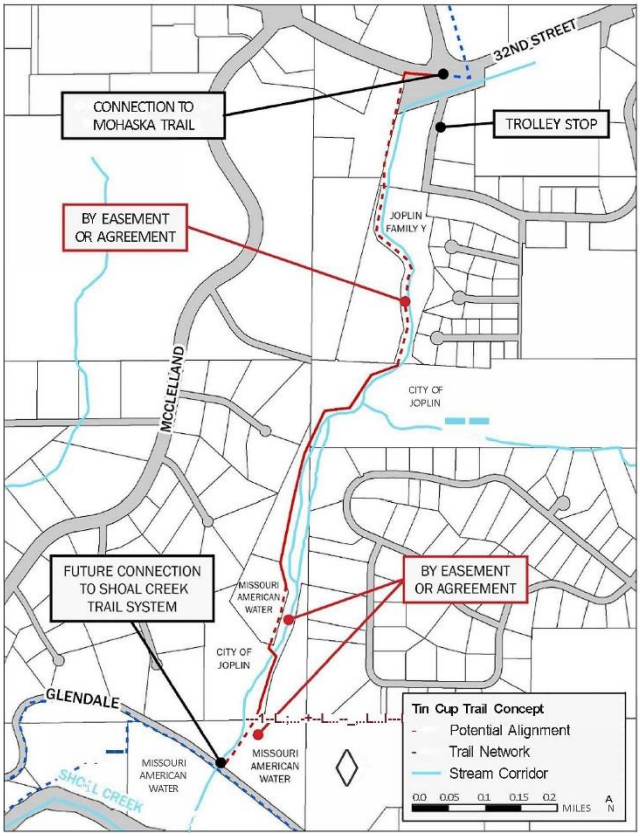
Tin Cup Trail

Goal: Construct a multi-use trail beginning at the intersection of 32nd Street and St. John's Boulevard and ending at Grand Falls. This trail would connect two existing trail systems and connect to a popular recreation area at Grand Falls. This project also includes the design, coordination and installation of a prefabricated concrete box tunnel underneath the intersection of 32nd Street and St Johns Boulevard to allow an unimpeded and safe crossing for pedestrians and cyclists.

- **Cost:** $6 Million
- **Background:** The Mohaska Trail connects two city parks, a medical school, an elementary school, the Joplin Senior Center, and single- and multi-family residential housing within the Mohaska neighborhood. The Tin Cup trail would extend this connection to Freeman Hospital and the Shoal Creek trail system, ending at the Grand Falls. The Tin Cup trail would link residential, recreational, medical, and educational centers across the south side of the City. The underpass is the connecting point between north and south Joplin.
- **Schedule of Construction:** Design and ROW acquisition finished 2023 with Project out to construction 2024.







City of Joplin, Missouri

Community Project Funding Requests

April 2022

East Town Infrastructure and Revitalization

Goal: Revitalization of the historic Joplin East Town area along historic Route 66 promoting the stimulation of that neighborhood's economy by promoting commercial development on Broadway through infrastructure enhancements including sidewalk installation, street resurfacing, and stormwater improvements.

- **Cost:** $5.4 million

- **Background:** The historic Joplin East town area is currently identified as the subject area for the Neighborhood Improvement District for the Community Development Block Grant (CDBG) which provides annual grants to develop viable urban communities by providing decent housing and a suitable living environment, and by expanding economic opportunities for low and moderate persons.

- **Schedule of Construction:**
    - Design and right of way in 2023-24 **–** construction starting in Spring 2024 with completion in 2024.



Joplin East Industrial Park Culvert Replacements

Goal: Stimulate further economic development of the Joplin East Industrial park by addressing the overtopping of 26th street which impedes commerce and transport of goods for the industrial entities within the park. Additionally, re-evaluate and improve the current capacity of the existing regional detention basin serving this watershed. Improving the capacity of the regional detention basin will allow for continued growth in the undeveloped portions of the Industrial Park in this watershed. Industrial growth for this watershed has exceeded initial estimates used in the original basin design.

- **Cost:** $2.8 Million

- **Background:** The Crossroads Industrial Park has grown steadily since its inception. Two recent facilities are the Casey's distribution center and the Ajinomoto Foods facility. At the west end of East Alliance Parkway, there is over 100 acres of industrial property that has restricted access due to the overtopping of East Alliance Parkway. Replacing the existing culverts and improving the road will enhance the viability of that industrial land.

- **Schedule of Construction:**
    - Design and right of way in 2022-23 – construction starting in Fall 2023 with completion in Summer 2024.



Replacement and Relocation of Joplin Fire Station 3

Goal: A new, relocated Fire Station 3 will improve east-west and north-south accessibility, from a modern facility that can adequately serve the needs of the community. A recent Fire Resource Allocation Study has shown that in order to meet NFPA standards there is a need to relocate this station to the XXXXX.

- **Cost:** $6.5 Million

- **Background:** Fire Station 3 is the oldest and smallest of the City's Fire Stations. Constructed in 1980, it not only has structural issues that need addressed but also the design included only two apparatus bays. Today, the design and function of the facility is antiquated. The replacement and relocation of this station was identified in the Fire Department Resource Allocation Study, completed in 2021.

- **Schedule of Construction:**
    - Property Acquisition is estimated to take 6 months. Design is estimated at 6 months. Construction estimated at 12 months.



CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Resolution 2022-005 – FY 2022 CDBG and HOME Action Plan.

MEETING DATE
April 18, 2022

REVIEWED BY
Director of Planning Development and Neighborhood Services – Troy Bolander, Director of Finance – Leslie Haase, City Attorney – Peter Edwards, 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 2022.

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 One Year Action Plan included: Two public meetings (November 18, 2021, January 25, 2022); Two 30-day public comment periods (November 19 – December 12, 2021, and February 25 – March 28, 2022).

Expected FY2022 allocations are $560,662.00 CDBG funds and $479,451.00 HOME funds based on the previous fiscal year final allocation.

RECOMMENDATION
Staff recommends adoption of this Resolution.

ATTACHMENTS
Resolution No. 2022-005, 2022 CDBG & HOME Action Plan



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

FY2022

ACTION PLAN

JOPLIN

PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

FY2022 ACTION PLAN QUICK GLANCE

AVAILABLE RESOURCES

COMMUNITY DEVELOPMENT BLOCK GRANT:	**$560,662.00**
HOME INVESTMENT PARTNERSHIP:	**$479,451.00**

ANNUAL GOALS AND OBJECTIVES

PROVIDE SAFE, DECENT, AND AFFORDABLE HOUSING

HOMEOWNER HOUSING UNITS ADDED (NEW CONSTRUCTION)	**4+ UNITS**
HOMEOWNER HOUSING REHABILITATED	**5-8 UNITS**

IMPROVE INFRASTRUCTURE AND ENCOURAGE ECONOMIC DEVELOPMENT

INFRASTRUCTURE IMPROVEMENTS IN THE EASTOWN AREA ($331,529 IN INFRASTRUCTURE IMPROVEMENTS)

ECONOMIC DEVELOPMENT INCENTIVE PROJECT

IMPROVE LIVELIHOOD THROUGH PUBLIC SERVICE GRANTS

HOMELESSNESS REPORTING AND PREVENTION	**200 PEOPLE**

PROJECTS

CDBG PROGRAM	**$560,662.00**
INFRASTRUCTURE IMPROVEMENTS IN NID IV	**$331,529.60**

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

JOB CREATION/RETENTION **$ 50,000.00**

For-profit assistance for the creation of jobs for low-to-moderate income hires.

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 **$ 112,132.40**

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 $479,451.00

HOUSING REHABILITATION ACTIVITIES **$ 200,000.00**

Economic Security Corporation (ESC) will act as a subrecipient and manage a homeowner rehabilitation program on behalf of the Consortium. Costs include materials, and labor up to $25,000 per home. Soft costs are additional but not to exceed $2,500.00.

CHDO ACTIVITIES **$231,506.90**

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

PROGRAM ADMINISTRATION ACTIVITIES **$ 47,945.10**

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 2022 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 third 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
- Neighborhood Plan for East Town neighborhood
- Façade Grants – Slum & Blight removal
- Economic Development Job Creation/Retention

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 undertake annually and the Tool Lending Library continues to operate for income qualifying residents of the City. 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 exceed 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, and increasing expenditures for the rehabilitation program will be a priority in the coming year.

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 18, 2021 and February 24, 2022 at Boys & Girls Club) *February 24th meeting was cancelled due to inclement weather
- East Town Neighborhood Meeting -January 25th – advertised through press release and social media coverage
- Two 30-day public comment period (November 19, 2020 - December 12, 2021 & February 25 – March 28, 2022)
- Meetings with community partners and stakeholders to discuss previous projects, community needs, and potential for additional partnerships.
- Public Hearing at the April 18, 2022 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 continues to receive positive feedback from organizations participating in HUD funded activities and partner organizations. Involvement in neighborhood organizations and coalitions has increased as well as neighborhood meeting attendance. Feedback from neighborhood meetings has demonstrated the need to increase the outreach during neighborhood planning to demonstrate the anticipated impact on neighborhoods while undertaking Community Development and related activities.

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, further public engagement will be required for continued neighborhood support as activities are implemented in the low to moderate income neighborhoods. While there is strong public support for the entitlement funded activities, highly technical projects such as the nomination of a National Register Historic District, which is part of the framework of neighborhood improvement alongside entitlement funded infrastructure improvements, require further public engagement for community development to satisfy the responsibility of public input. A second public meeting for that purpose will be scheduled in the following weeks after the submission of this plan. There has been some interest in diversifying public service or economic development activities and that can be further explored during the implementation process for activities funded CDBG-CV or HOME-ARP.

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 began initially during coordination with the organizations involved in the 2021 neighborhood cleanup activities and further in September 2021 through discussions with current participating sub-recipients. 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. 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 recently completed 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 2021 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 partially funds the Coordinated Entry Program, implemented by the Homeless Coalition, through Public Service Grants. The group sends monthly reports to the City of Joplin.

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.

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

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)
1	Public Meeting	Non-targeted/broad community Subrecipients and non-profits Targeted/Neighborhood Mailers	City Staff met with community stakeholders, residents, and non-profit partners to discuss goals, previous year outcomes, and potential actions to take within the upcoming program year on two occasions.	Discussion centered around housing and infrastructure. Specifically, persons present discussed neighborhood revitalization and greater return on investment within distressed communities. As a result, the City's focus will be to accomplish the most impact with the least amount of public dollars.		

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)
2	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/
4	Internet Outreach	Non-targeted/broad community				https://www.joplinmo.org/992/HUD-Documents-and-Program-Applications

Table 4 – Citizen Participation Outreach

Expected Resources

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

Introduction

Currently the City receives annual entitlement funds, both CDBG & HOME, has some remaining Disaster Recovery funds, has CDBG-CV funds and has received and allocation of HOME-ARP funds. Further, the City has recently passed a Use Tax which some are anticipated to be spent on Community Development & Neighborhood related programs, however, the City is still in a prioritization process to determine the allocation of revenue generated by the new tax, and these funds will not be included in the plan at this

time.

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	560,662	0	271,000	560,662	2,000,000	The prior years resources reflect funds allocated to projects approved under previous plan but are ongoing. The majority of the balance reflects infrastructure projects underway, while $11,000 is remaining Tool Lending Library and Neighborhood cleanup funds to be carried over into future plans until needed to be funded again.
HOME	public - federal	Acquisition Homebuyer assistance Homeowner rehab Multifamily rental new construction Multifamily rental rehab New construction for ownership TBRA	479,451	0	0	479,451	1,600,000	On average, the City of Joplin receives a $400,000 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	556,825	0	0	556,825	556,825	Current amount of CDBG-CV funds
Other	public - federal	Public Improvements Other	3,800,000	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	1,700,000			1,700,000	1,700,000	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 recently completed Joplin Comprehensive 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.

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 $1.6 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. Further potential for HOME match will occur if income eligible rehabilitation and homebuyer programs are funded using the recently passed Use Tax, however, no programs have been selected at the time of this plan being written.

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

The City has been declaring surplus a number of publicly owned buildable lots. A number of them have been acquired by affordable housing providers. There are many City lots located in target areas for community development. Community development is currently funding cleaning titles of a limited number of lots, and the City has identified cleaning titles and declaring them surplus as part of City Action Plans independently of Community Development. 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: $479,451	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: $387,266	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

Allocation priorities were made on the basis of public input, strategic plan needs and goals, and previous project funding and successes. The allocation is based around the increasing demands for affordable housing and infrastructure improvements in the Joplin area. Affordable housing demand has only grown in the time of the current 2020 – 2024 Consolidated Plan. In this Action Plan public service activities are prioritized by need and the number of organizations benefiting from a single activity.

Disaster Recovery has closed the second tranche of funding received. The first grant will remain open to continue to fund the Smarter Joplin smart cities program that has recently completed a high speed internet gap analysis and identified significant shortfalls to residential high-speed internet access in much of the City.

#	Project Name
1	2022 Public Service Activities
2	2022 Homeowner Rehabilitation
3	2022 CHDO Activities
4	2022 Public Infrastructure
5	2022-Slum and Blight
6	2022 Economic Development
7	2022 CDBG Planning and Admin
8	2022 HOME Planning and Admin

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, however a shortage of contractors has slowed program delivery of homeowner rehab programs. Lack of funding is the most significant obstacle to serving underserved needs.

AP-38 Project Summary

Project Summary Information

1	**Project Name**	2022 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: $67,000 under this plan. $11,000 under previous plans
	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 previous plans
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	200 select clientele individuals. 12 minimum LMI families through TLL and Neighborhood Cleanup
	Location Description	
	Planned Activities	
2	**Project Name**	2022 Homeowner Rehabilitation
	Target Area	Consortium Wide
	Goals Supported	Provide Safe, decent affordable housing
	Needs Addressed	Safe Decent Affordable Housing
	Funding	HOME: $200,000
	Description	Rehabilitation of single family homes for income qualified households

	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	3 Low-income Households 3 Moderate-Income Households
	Location Description	
	Planned Activities	
3	**Project Name**	2022 CHDO Activities
	Target Area	Citywide
	Goals Supported	Provide Safe, decent affordable housing
	Needs Addressed	Safe Decent Affordable Housing
	Funding	HOME: $231,506
	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.
4	**Project Name**	2022 Public Infrastructure
	Target Area	Census Tract 101
	Goals Supported	Improve infrastructure and Encourage economic Dev

	Needs Addressed	Public Infrastructure and Facility Improvements
	Funding	CDBG: $331,529
	Description	
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	1200 Residents in the Neighborhood of Easttown
	Location Description	East Town Neighborhood
	Planned Activities	
5	**Project Name**	2022-Slum and Blight
	Target Area	SUNSHINE LAMP DISTRICT
	Goals Supported	Improve infrastructure and Encourage economic Dev
	Needs Addressed	Public Infrastructure and Facility Improvements
	Funding	Previous Plan
	Description	Facade improvements in the Sunshine Lamp District
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	
	Project Name	2022 Economic Development

6	**Target Area**	Citywide
	Goals Supported	Improve infrastructure and Encourage economic Dev
	Needs Addressed	Public Infrastructure and Facility Improvements
	Funding	CDBG: $50,000
	Description	For-Profit assistance for Job Creation and Retention
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	Minimum of two jobs created or retained.
	Location Description	
	Planned Activities	
7	**Project Name**	2022 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: $112,132
	Description	
	Target Date	

	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	
8	**Project Name**	2022 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: $47,945
	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, 108, and 110 have been the traditional LMI tract in the City, however, the 106 Census tract has since been reclassified since the 2020 Census. Public improvements for FY 2022 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	
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

The recently completed Comprehensive Housing Study identified the need for the Consortium to at minimum maintain the level of affordable housing., especially Joplin as the micropolitan center. Demand has only grown since the pandemic and the currently housing shortage.

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 - 0
The Production of New Units - 4
Rehab of Existing Units - 7
Acquisition of Existing Units - 0
Total - 8

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 and rehabilitation of old 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. The One Joplin Coalition is currently piloting a landlord/tenant education program. The Public Housing Authority has been invited to refer tenants to training.

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 an 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.

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. The Coalition has better input from Coalition members and the community at large. 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 soon be adopting the recently 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 will be addressing 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. Some of the potential City Action plans funded by the Use Tax might be able assist in the quality of housing stock and a Housing Summit is planned in May 2022 for industry stakeholders to address plans to served identified needs as a result of the recently completed 2021 Comprehensive Housing Study.

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

FY2022 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.

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 voters recently approved a Use Tax as Proposition Action. As part of this, a large number of City funded activities will potentially be added to the resources available to Community Development activities related to Housing, Homelessness, neighborhood services and neighborhood revitalization once the prioritization process is completed and final projects selected.

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	0
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	0
3. The amount of surplus funds from urban renewal settlements	0
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.	0
5. The amount of income from float-funded activities	0
Total Program Income	

Other CDBG Requirements

1. The amount of urgent need activities	0

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

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

   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.

Public Participation Attachments

THE JOPLI
GLOB

P.O.Box 7. Joplin, Missouri
Phone(417)623-348
Fax(417)623-1188

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

AFFIDAVIT OF PUBLICATION

State Of Missouri:
Counties Of Jasper/Newton
I, KIMBRA GREEN, being duly sworn according to law, STATE that I am Accounting Clerk of THE JOPLIN GLOBE.

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

PUBLICATION	EXPIRED DATE	AD CAPTION	#TIMES	AMOUNT
THE JOPLIN GLOBE 10/30/2021	10/30/2021	LEGAL 410/ACTIO	1	401.10

Kimbra Green (Accounting Clerk)
Kimbra Green

Subscribed and sworn to before me this 30th day of

October, 2021

Diana J. Crouch Notary Public
Diana J. Crouch/15146002
02/21/2023

"NOTARY SEAL"
Diana J. Crouch, Notary Public
State of Missouri, Jasper County
Commission # 15146002
My Commission Expires Feb. 21, 2023

(First Published October 30, 2021)
PUBLIC NOTICE
City of Joplin Planning, Development and Neighborhood Services
602 S Main St, Joplin, MO 64801 417-624-0820

The City of Joplin is developing a one year Action Plan (PY 2022) for submission to the U.S. Department of Housing Urban Development (HUD). The Community Development Block Grant (CDBG) Program and the Home Investment Partnerships (HOME) Program set forth four (4) basic goals to developing viable urban communities: 1) providing decent housing, 2) providing a suitable living environment and 3) expanding economic opportunities, primarily for low and moderate income persons 4) alleviate blighted conditions.

The estimated amount of CDBG funds to be received for fiscal year 2022 is $592,949.00. The estimated amount of HOME fund to be received for fiscal year 2021 is $501,439.00. All dollar amounts are contingent upon confirmation from HUD. The City of Joplin is an entitlement city for the CDBG program and a participating jurisdiction in the HOME program. CDBG and HOME funding must primary be used for activities that benefit low and moderate income persons.

A public meeting will be held on Thursday November 18, 2020, 5:00 p.m., in the 5th Floor Council Chambers located in City Hall at 602 South Main Street. The purpose of this meeting will be to discuss and provide an opportunity to comment on proposed activities, program performance and obtain views of citizens on housing, non-housing and community development needs for the development of the one-year Action Plan.

The Public is encouraged to submit comments regarding previously funded CDBG activities. Any individual, group or agency is encouraged to submit written comments on the draft FY2022 Action Plan and previous program performance. The public comment period will begin on Friday, November 19th and end on Monday, December 12th. Any comments received during this period will be considered by the City of Joplin prior to authorizing a submission for request of release of funds. Comments should be sent to the planning and community development office listed above or to Thomas Walters at twalters@joplinmo.org. Copies of the draft FY2022 Action Plan will be available at the public meeting or during the comment period (upon request). All plans can be reviewed on the 4th Floor of Joplin City Hall at 602 S. Main St. Joplin, MO 64801 and at the Joplin Public Library. For additional information, please contact Thomas Walters at (417) 624-0820 ext. 1539. If you are in need of disability related auxiliary aids or services, please contact the City Clerk's office at (417)624-0820 Ext. 1220. Forty-eight (48) hours notice is necessary to make arrangements for the aids or services.

Troy Bolander
Director of Planning, Development & Neighborhood Services
City of Joplin, Missouri

(410)

THE JOPLIN GLOBE

P.O.Box 7. Joplin, Missouri
Phone(417)623-3480
Fax(417)623-1188

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

(First Published February 10, 2022)
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City of Joplin Planning, Development and Neighborhood Services
602 S Main St, Joplin, MO 64801
417-624-0820

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A public meeting will be held on Thursday February 24, 2022, 6:00 p.m., in the Boys & Girls Club gym located at 317 Comingo Ave. The purpose of this meeting will be to discuss and provide an opportunity to comment on proposed activities, program performance and obtain views of citizens on housing, non-housing and community development needs for the development of the one-year Action Plan.

The Public is encouraged to submit comments regarding previously funded CDBG activities. Any individual, group or agency is encouraged to submit written comments on the draft FY2022 Action Plan and previous program performance. The public comment period will begin on Friday, February 25th and end on Monday, March 28th. Any comments received during this period will be considered by the City of Joplin prior to authorizing a submission for request of release of funds. Comments should be sent to the planning and community development office listed above or to Thomas Walters at twalters@joplinmo.org. Copies of the draft FY2022 Action Plan will be available at the public meeting or during the comment period (upon request). All plans can be reviewed on the 4th Floor of Joplin City Hall at 602 S. Main St. Joplin, MO 64801 and at the Joplin Public Library. For additional information, please contact Thomas Walters at (417) 624-0820 ext. 1539. If you are in need of disability related auxiliary aids or services, please contact the City Clerk's office at (417)624-0820 Ext. 1220. Forty-eight (48) hours notice is necessary to make arrangements for the aids or services.

Troy Bolander
Director of Planning, Development & Neighborhood Services
City of Joplin, Missouri

(050)

AFFIDAVIT OF PUBLICATION

State Of Missouri:
Counties Of Jasper/Newton
I, KIMBRA GREEN, being duly sworn according to law, STATE that I am Accounting Clerk of THE JOPLIN GLOBE.

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

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Kimbra Green (Accounting Clerk)
Kimbra Green

Subscribed and sworn to before me this 10th day of

February, 2022

Diana J. Crouch Notary Public
Diana J. Crouch/15146002
02/21/2023

"NOTARY SEAL"
Diana J. Crouch, Notary Public
State of Missouri, Jasper County
Commission # 15146002
My Commission Expires Feb. 21, 2023

Walters, Thomas

From: Onstot, Lynn
Sent: Tuesday, January 18, 2022 7:04 PM
To: All City Employees
Subject: Joplin News - Public meeting set for January 25 to discuss East Town Historic Nomination process

CITY OF JOPLIN MISSOURI

Public Information Office
602 S. Main Street
Joplin, Missouri 64801
417-624-0820 Ext. 1204
www.joplinmo.org

NEWS RELEASE

FOR IMMEDIATE RELEASE
January 18, 2022

SUBJECT: Public meeting set for January 25 to discuss East Town Historic Nomination process

CONTACT: Lynn Iliff Onstot, Public Information Officer
417-624-0820, ext. 1204

The Historic Preservation Commission is working to complete the National Register Nomination of the Broadway District in the neighborhood of East Town.

A public meeting to discuss the nomination process and its significance will be held at 6 p.m. on Tuesday, January 25.at Bookhouse Cinema, 715 E. Broadway Avenue. Representatives with the consultant Owen & Eastlake, Ltd. will facilitate the meeting to address the significance and the process being followed as they work on the nomination.

This will be the first of two public meetings for the project. The second meeting will be scheduled following the completion of the nomination but prior to the presentation to the Missouri Advisory Council on Historic Preservation which is scheduled on July 15, 2022.

The creation of a district recognizes the significance and history of the area to its community, preserves and archives the generated research, and opens the potential of resources made available to the properties within the district for the rehabilitation and preservation of said properties.

For questions, please contact Tom Walters with the Planning and Community Development Department at 417-624-0820, ext. 1539.

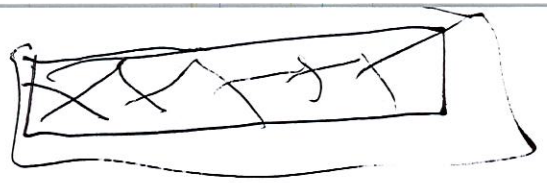
- WWW.JOPLINMO.ORG -

Please Print

Public Meeting - CDBG & HOME Program; FY2022 Action Plans

Date: November 18, 2021 **Time: 5:00 pm - 6:00 pm** **Place: CoJ Council Chambers**
602 S Main Street, Joplin Mo

Name:	Agency:	Address:	Phone:	E-Mail Address:
Tom Walters	CofJ			twalters@joplinmo.org
Troy Bolander	COJ			
Patty Heagel	COJ			



Please Print

Public Meeting - Historic Preservation Commission; East Town National Register District Nomination

Date: January 27, 2022 **Time: 6:00 PM** **Place: Bookhouse Cinema**
715 E Broadway Ave

***If you own property within the proposed expansion please indicate (Y/N)**

Name:	*Property Owner	Address:	Phone:	E-Mail Address:
Thomas Walters		City of Joplin		
Mulah Collect		1203 Broadway		
Patty Krager		City of Joplin		
Jill Sullivan		JHPC		
Bill Fischer		JHPC		
Will Mountz		JHPC		
Bob Baldwin		504 S. Byers		
Holly & Brad Crane	Yes	715 E. Broadway	417-925-5161	bradley@bookhousejoplin.com
Tracey Thompson		Joplin	(520) 234-2774	chieftusa@gmail.com
Mary Anne Phillips		118 S. Moffet Ave. Joplin	City has it	
Lucas Callahan	Yes	106 S Moffet Joplin	417 483 3116	murphybugs@gmail.com
Emily Frankoski		JHPC		

RESOLUTION NO. 2022-005

A RESOLUTION authorizing the filing of a One Year Action Plan with the U.S. Department of Housing and Urban Development as required for use of the City of Joplin's Community Development Block Grant Program (Entitlement) and the Joplin Consortium HOME Investment Partnership Program for fiscal year 2022; 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 2022 for the City of Joplin's Community Development Block Grant Program (Entitlement) in the estimated amount of $560,662.00 and the Joplin Consortium HOME Investment Partnership Program grant in the estimated amount of $479,451.00 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 _____, 2022, by a _____vote.

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Holy Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill No. 2022- 353, Building Regulations

MEETING DATE
April 18, 2022

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

SUMMARY
This council bill approves the contract by and between the City of Joplin and with Gator Demolition to remove the structures, and any remaining debris including foundation and footings located at 217 N. Gray Ave.

BACKGROUND
The above listed address was "tagged" as a dangerous building on July 1, 2021. The structures were determined to be dangerous under sub sections of the Dangerous Building Code (Section 26-612, Joplin City Code). On March 4, 2022, an advertisement for bids was published in the Joplin Globe with bids being received on March 18, 2022, for the removal of structures and any reaming debris including footings and foundations. At that time bids were received as follows.

Gator Industrial	$4,800.00
Big Johns	$4,950.00
B & D Yardbuilders	$7,130.07

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

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

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

ATTACHMENTS
Council Bill No. 2022- 353, Photograph of Property, Bid Tabulation

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

STARTING TIME 10:00 AM

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

Demolition of all structures LOCATION: 217 N. Gray Ave.

COMPANY	BIDS
B & D Yardbuilders	$7,130.07
Big John's Heavy Equipment	$4,950.00
Clay Cole Trucking	NO BID
Gator Industrial	$4,800.00
Nelson's Enterprises	NO BID


COUNCIL BILL 2022-353
217 N. GRAY AVE.







COUNCIL BILL NO. 2022-353 ORDINANCE NO.

AN ORDINANCE approving the contract by and between the City of Joplin and Gator Demolition for the demolition of the structure(s) and clearing of a lot located at 217 N. Gray Ave. in the City of Joplin, Missouri, for Four Thousand Eight Hundred dollars ($4,800.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

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

Section 1. That the contract with Gator Demolition in the amount of Four Thousand Eight Hundred dollars ($4,800.00) is hereby approved for the demolition of the structure(s) and clearing of lot area located at 217 N. Gray Ave.

Section 2. The contractor will be paid in case for the portion of the work performed by him and this amount will be appropriated from the Revolving Public Improvement Fund and will be evidenced by a special tax bill made and levied against 217 N. Gray Ave. and legally described as: ALL OF LOT NUMBERED TWO HUNDRED FORTY-SEVEN (247) AND THE NORTH FIVE FEET OF LOT NUMBERED TWO HUNDRED FORTY-EIGHT (248) IN WILSON AND HUTTON'S SECOND ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEROF.

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

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

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill No. 2022- 354, Building Regulations

MEETING DATE
April 18, 2022

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

SUMMARY
This council bill approves the contract by and between the City of Joplin and with Gator Demolition to remove the structures, and any remaining debris including foundation and footings located at 302 N. Sergeant Ave.

BACKGROUND
The above listed address was "tagged" as a dangerous building on April 8, 2021. The structures were determined to be dangerous under sub sections of the Dangerous Building Code (Section 26-612, Joplin City Code). On March 4, 2022, an advertisement for bids was published in the Joplin Globe with bids being received on March 18, 2022, for the removal of structures and any reaming debris including footings and foundations. At that time bids were received as follows.

Gator Industrial	$4,000.00
Big Johns	$6,900.00
B & D Yardbuilders	$5,693.00

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

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

RECOMMENDATION
City Staff recommends that the demolition removal contract be awarded to Gator Demolition for $4,000.00 and that it be approved on an emergency basis within the meaning of section 2.12 (1) for the immediate preservation of public health and welfare.

ATTACHMENTS
Council Bill No. 2022- 354, Photograph of Property, Bid Tabulation

CLOSING DATE:	18-Mar-22	DEPT:	Planning & Community Development
STARTING TIME	10:00 AM		
CLOSING TIME:	10:20 AM	BID OPENED BY:	Jeff Oliver/Kim Newhouse
Demolition of all structures		LOCATION:	302 N. Sergeant Ave.

COMPANY	BIDS
B & D Yardbuilders	$5,693.00
Big John's Heavy Equipment	$6,900.00
Clay Cole Trucking	NO BID
Gator Industrial	$4,000.00
Nelson's Enterprises	NO BID


COUNCIL BILL 2022-354
302 N. SERGEANT AVE.







COUNCIL BILL NO. 2022-354 ORDINANCE NO.

AN ORDINANCE approving the contract by and between the City of Joplin and Gator Demolition for the demolition of the structure(s) and clearing of a lot located at 302 N. Sergeant Ave. in the City of Joplin, Missouri, for Four Thousand dollars ($4,000.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

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

Section 1. That the contract with Gator Demolition in the amount of Four Thousand dollars ($4,000.00) is hereby approved for the demolition of the structure(s) and clearing of lot area located at 302 N. Sergeant Ave.

Section 2. The contractor will be paid in case for the portion of the work performed by him and this amount will be appropriated from the Revolving Public Improvement Fund and will be evidenced by a special tax bill made and levied against 302 N. Sergeant Ave. and legally described as: ALL OF LOT NUMBERED ONE HUNDRED TWENTY-SIX (126) IN WILSON & HUTTON'S SECOND ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEROF.

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

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

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill No. 2022- 355, Building Regulations

MEETING DATE
April 18, 2022

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

SUMMARY
This council bill approves the contract by and between the City of Joplin and with Gator Demolition to remove the structures, and any remaining debris including foundation and footings located at 709 W. B St.

BACKGROUND
The above listed address was "tagged" as a dangerous building on April 8, 2021. The structures were determined to be dangerous under sub sections of the Dangerous Building Code (Section 26-612, Joplin City Code). On March 4, 2022, an advertisement for bids was published in the Joplin Globe with bids being received on March 18, 2022, for the removal of structures and any reaming debris including footings and foundations. At that time bids were received as follows.

Gator Industrial	$4,000.00
Big Johns	$7,500.00
B & D Yardbuilders	$5,318.26

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

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

RECOMMENDATION
City Staff recommends that the demolition removal contract be awarded to Gator Demolition for $4,000.00 and that it be approved on an emergency basis within the meaning of section 2.12 (1) for the immediate preservation of public health and welfare.

ATTACHMENTS
Council Bill No. 2022- 355, Photograph of Property, Bid Tabulation

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

STARTING TIME 10:00 AM

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

Demolition of all structures LOCATION: 709 W. B Street

COMPANY	BIDS
B & D Yardbuilders	$5,318.26
Big John's Heavy Equipment	$7,500.00
Clay Cole Trucking	NO BID
Gator Industrial	$4,000.00
Nelson's Enterprises	NO BID



COUNCIL BILL 2022-355
709 W B St.







COUNCIL BILL NO. 2022-355 ORDINANCE NO.

AN ORDINANCE approving the contract by and between the City of Joplin and Gator Demolition for the demolition of the structure(s) and clearing of a lot located at 709 W B St. in the City of Joplin, Missouri, for Four Thousand dollars ($4,000.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

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

Section 1. That the contract with Gator Demolition in the amount of Four Thousand dollars ($4,000.00) is hereby approved for the demolition of the structure(s) and clearing of lot area located at 709 W B St.

Section 2. The contractor will be paid in case for the portion of the work performed by him and this amount will be appropriated from the Revolving Public Improvement Fund and will be evidenced by a special tax bill made and levied against 302 Sergeant Ave. and legally described as: ALL OF LOT NUMBERED ONE HUNDRED TWENTY-SIX (126) IN WILSON & HUTTON'S SECOND ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEROF.

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

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

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill No. 2022- 356, Building Regulations

MEETING DATE
April 18, 2022

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

SUMMARY
This council bill approves the contract by and between the City of Joplin and with Gator Demolition to remove the structures, and any remaining debris including foundation and footings located at 223 S. Galena Ave.

BACKGROUND
The above listed address was "tagged" as a dangerous building on March 1, 2021. The structures were determined to be dangerous under sub sections of the Dangerous Building Code (Section 26-612, Joplin City Code). On March 4, 2022, an advertisement for bids was published in the Joplin Globe with bids being received on March 18, 2022, for the removal of structures and any reaming debris including footings and foundations. At that time bids were received as follows.

Gator Industrial	$5,127.00
Big Johns	$9,000.00
B & D Yardbuilders	$7,746.00

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

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

RECOMMENDATION
City Staff recommends that the demolition removal contract be awarded to Gator Demolition for $5,127.00 and that it be approved on an emergency basis within the meaning of section 2.12 (1) for the immediate preservation of public health and welfare.

ATTACHMENTS
Council Bill No. 2022- 356, Photograph of Property, Bid Tabulation

CLOSING DATE:	18-Mar-22	DEPT:	Planning & Community Development
STARTING TIME	10:00 AM		
CLOSING TIME:	10:20 AM	BID OPENED BY:	Jeff Oliver/Kim Newhouse
Demolition of House + Accessory Bldgs.		LOCATION:	223 S. Galena Ave.

COMPANY	BIDS
B & D Yardbuilders	$7,746.00
Big John's Heavy Equipment	$9,000.00
Clay Cole Trucking	NO BID
Gator Industrial	$5,127.00
Nelson's Enterprises	NO BID


We love you Daddy
COUNCIL BILL 2022-356
223 S. GALENA AVE.


Private Property





COUNCIL BILL NO. 2022-356 ORDINANCE NO.

AN ORDINANCE approving the contract by and between the City of Joplin and Gator Demolition for the demolition of the structure(s) and clearing of a lot located at 223 S. Galena Ave. in the City of Joplin, Missouri, for Five Thousand One Hundred Twenty-seven dollars ($5,127.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

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

Section 1. That the contract with Gator Demolition in the amount of Five Thousand One Hundred Twenty-Seven dollars ($5,127.00) is hereby approved for the demolition of the structure(s) and clearing of lot area located at 223 S. Galena Ave.

Section 2. The contractor will be paid in case for the portion of the work performed by him and this amount will be appropriated from the Revolving Public Improvement Fund and will be evidenced by a special tax bill made and levied against 223 S. Galena Ave. and legally described as: ALL OF LOTS NUMBERED FIFTY-NINE (59) AND SIXTY (60) IN JOPLIN MINNING & SMELTING COMPANY'S ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEROF.

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

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

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2022-400– 2020 CHDO Homebuyer Construction Agreement.

MEETING DATE
April 18, 2022

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

SUMMARY
The following agreement is between the City of Joplin and Joplin Economic Housing Development Initiative to develop and construct homes as part of the 2020 Community Housing Development Organization (CHDO) Homebuyer New Construction Program.

BACKGROUND

The City of Joplin, acting as the lead Participating Jurisdiction of the Joplin HOME Consortium, intends to provide HOME funds received from the Department of Housing and Urban Development (HUD) to Joplin Economic Housing Development Housing Initiative (JEHDI), as designated by the City of Joplin as a Community Housing Development Organization (CHDO), is to receive HOME CHDO set aside funds as required by HUD. JEHDI has identified four sites to acquire, the Community Development Planner has conducted Environmental review, and upon effect of this agreement notice to proceed will be given to develop four homes for the benefit of low to moderate income homebuyers. The sites are located in Joplin and Oronogo, MO.

FUNDING SOURCE
This council bill provides Four Hundred and Fifty-Nine Thousand Nine Hundred Dollars and Zero Cents ($563,000.00) from the HOME Investment Partnership Program.

RECOMMENDATION
This program has received prior approval from the Council as part of the 2020 Action Plans.

Staff recommends approval of the agreement on an emergency basis in that this funding provides safe, decent, and affordable housing for pre-qualified applicants which upon construction will enhance the public health and safety and falls within the meaning of Section 2.12(1) of the Home Rule Charter.

ATTACHMENTS
Council Bill No 2022-400, 2020 CHDO Homebuyer New Construction Agreement

JOPLIN CONSORTIUM

2020 CHDO Homebuyer New Construction Program

BETWEEN
THE CITY OF JOPLIN, MISSOURI
AND
JOPLIN ECONOMIC HOUSING DEVELOPMENT INITIATIVE

THIS AGREEMENT MADE this ____ day of _____, 2022, by and between the City of Joplin, Missouri, hereinafter referred to as the "CITY", and the Joplin Economic Housing Development Initiative, a nonprofit corporation hereinafter referred to as the "DEVELOPER" and which is located at: 5201 N. Main St., Joplin, Missouri, 64801.

WITNESSETH

WHEREAS, the CITY is the recipient of HOME Investment Partnerships Program Funds from the U.S. Department of Housing and Urban Development (HUD), including funds that are reserved for the use of Community Housing Development Organizations (CHDOs); and

WHEREAS, the DEVELOPER has been certified with the CITY as a CHDO, and has submitted a proposal for use of CHDO funds for a CHDO-eligible project under HOME regulations;

NOW, THEREFORE in consideration of the mutual covenants and obligations herein contained, including the Attachments, and subject to the terms and conditions hereinafter stated, the parties hereto understand and agree as follows:

Section I – Definitions

A. **AGENCY** – is hereby defined as the Planning Development and Neighborhood Services, the HOME Program administering agency of the City of Joplin and members of the Joplin Consortium, as shown in Attachment A. For the purpose of this Agreement and all administration of HOME funds, the AGENCY shall act on behalf of the CITY in the execution and fiscal and programmatic control of this agreement. The term "Approval by the CITY" or like term used in this Agreement shall in no way relieve the DEVELOPER from any duties or responsibilities under the terms of this Agreement, or obligation State or local law or regulation.

B. **DIRECTOR** – is hereby defined as the Planning Development and Neighborhood Services Manager of the CITY.

C. **FEE** – is hereby defined as the amount of money the CITY agrees to pay and the DEVELOPER agrees to accept as payment in full for all the professional, technical and construction services rendered pursuant to this Agreement to complete the WORK as further defined in Section III SCOPE OF WORK, hereof.

D. **WORK** – is hereby defined as all the professional, technical and construction services to be rendered or provided by the DEVELOPER as described hereof.

E. **PROJECT** – is hereby defined as the construction of individual houses for low to moderate income families to support the PROGRAM. The Specific project location will be located at the current addresses of 1010 Roosevelt, Joplin MO., 2643 E 8th, Joplin MO., 1302 Roosevelt, Joplin MO., and 296 Nevada, Oronogo MO.

F. **PROGRAM-** is hereby defined as the overall process which includes each PROJECT developed in accordance with this Agreement.

G. **HOME** – is hereby defined as the HOME Investment Partnerships Program as described in 24 CFR Part 92, under the authority of 42 U.S.C. 3535 (d) and 12701 - 12839.

Section II – Term

The DEVELOPER expressly agrees to complete all work required by this agreement in accordance with the timetable set forth.

Project Time Schedule

Milestone	***Deadline***
Site plan development and acquisition of lot	Spring 2022
Construction notice to proceed	Summer 2022
Quarterly progress reports	June 15, 2022 September 15, 2022
Construction completion	Fall 2022
Quarterly progress report	December 15, 2022
Home Sold	9 months after construction completion
Expenditure deadline	September 15, 2023

In addition, this project is subject to ongoing compliance requirements of HOME for five years from the date project completion date; Except, for documents imposing Recapture/Resale restrictions which must be retained for five years after the affordability period terminates [92.508 (c)(2)]. During this compliance period, the DEVELOPER will assure continued compliance with HOME requirements. Ongoing compliance requirements include monitoring units for principal residency and recapture of funds at time of resale.

Timely completion of the work specified in this agreement is an integral and essential part of performance. The expenditure of HOME funds is subject to Federal deadlines and could result in the loss of the Federal funds. By the acceptance and execution of this agreement, it is understood and agreed by the DEVELOPER that the PROJECT must be completed (construction completed and home sold) within **4 Years of the Signing of this Agreement.** The DEVELOPER agrees, then to work as expeditiously as possible and that the DEVELOPER will make every effort to ensure that the project

will proceed and will not be delayed. Failure to meet these deadlines can result in cancellation of this contract and the revocation of HOME funds.

Since it is mutually agreed that time is of the essence as regards this agreement, the DEVELOPER shall cause appropriate provisions to be inserted in all contracts or subcontracts relative to the work tasks required by this agreement, in order to ensure that the PROJECT will be completed according to the timetable set forth.

In the event the DEVELOPER is unable to meet the above schedule or complete the above services because of delays resulting from ongoing compliance requirements, Acts of God, untimely review and approval by the CITY and other governmental authorities having jurisdiction over the PROJECT, or other delays that are not caused by the DEVELOPER, the CITY shall grant (upon HUD approval) a one-year extension of time for completion of the WORK. It shall be the responsibility of the DEVELOPER to notify the CITY in writing whenever a delay is anticipated or experienced, and to inform the CITY of all facts and details related to the delay.

Section III – Use of Funds

The DEVELOPER, in close coordination with the CITY, shall perform all services (the "WORK") necessary to assist in the development of the at least **four (4) PROJECTS** as discussed in ATTACHMENT B: PROPOSAL FOR: 2020 JOPLIN CONSORTIUM CHDO New Construction Homebuyer Program in full compliance with the terms of this Agreement.

It is understood that the DEVELOPER will provide architectural plans, a working budget and realistic timetable for each PROJECT as it relates to: construction materials, specialty labor, and other related development costs prior to any fund usage. Said budget shall identify all sources and uses of funds, and allocate HOME and non-HOME funds to activities or line items. The PROJECT will be considered approved when all necessary documentation has been received and letter of notice to proceed is issued by the CITY.

The aforementioned Work tasks will be performed in essentially the manner proposed in the DEVELOPER's proposal. The aforementioned documents will be considered to be a part and portion of this agreement for reference.

Section IV – Requests for Disbursement of Funds

A. Project expenses shall be paid based on vouchers for actual expenses incurred or paid. Requests for payment must be submitted by the DEVELOPER on an invoice containing the organization logo or letterhead, contain an itemized list of items to be reimbursed, total dollar amount requested, along with adequate and proper documentation of all eligible costs incurred in compliance with the actual cost of construction (92.206).

B. **Eligible and Ineligible Expenses (92.205; 92.206; 92.214):** All such expenses shall be in conformance to the approved project budget. Budget revision and approval shall be required prior to payment of any expenses not conforming to the approved project budget. The DEVELOPER will follow the regulations for eligible and ineligible project costs set forth in 92.206 and 92.214. Expenses found to be out of compliance with regulation 92.214 will not be reimbursed by the CITY.

C. The CITY shall pay the DEVELOPER, as maximum compensation or FEE for the developer services required pursuant to the Scope of Work thereof, THIRTY NINE THOUSAND SEVEN HUNDRED DOLLARS **($39,700.00)** of HOME Funds, an amount included in Section IV A. DEVELOPER FEE is not to exceed 10% of total development costs if additional sources are included in the project. Progress payments of FEES will not exceed the following cumulative maximum percentages of total developer fee at the following stages of each project completion:

Milestone	***Max. Cumulative Developer Fee %***
Acquisition closing	25%
50% construction completion	50%
Construction completion (certificate of occupancy)	75%
Sale to Qualified LMI Buyer & completion report	100%

D. The CITY reserves the right to inspect records and project sites to determine that reimbursement and compensation requests are reasonable. The CITY also reserves the right to hold payment until adequate documentation has been provided and reviewed.

E. The DEVELOPER may submit a final invoice upon completion. Final payment shall be made after the CITY has determined that all services have been rendered, files and documentation delivered, and units have been placed in service in full compliance with HOME regulations, including submission of a completion report and documentation of eligible occupancy, property standards and long-term use restrictions.

F. **Affordability (92.252; 92.254):**
The CITY shall have the right to review and audit all records of the 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)].

HOME amount per-unit	**Minimum period of affordability in years**
Under $15,000	NA for Homebuyer Activities
$15,000 to $40,000	10
Over $40,000	15

Section V – Project Requirements

The DEVELOPER agrees to comply with all requirements of the HOME Program as stated in 24 CFR Part 92, including but not limited to the following.

A. **Environmental Review (92.352):** No HOME project funds will be advanced, and no costs can be incurred, until the City has conducted an **Environmental Review** of the proposed project site as required under 24 CFR Part 58. The environmental review may result in a decision to proceed with, modify or cancel the project.

Notwithstanding any provision of this Agreement, the parties hereto agree and acknowledge that this Agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of Environmental Review and receipt by the CITY of a release of funds from the U.S. Department of Housing and Urban Development under 24 CFR Part §58.

Further, the DEVELOPER will not undertake or commit any funds to physical or choice-limiting actions, including property acquisition, demolition, movement, rehabilitation, conversion, repair or construction, prior to the environmental clearance, and must indicate that the violation of this provision may result in the denial of any funds under the agreement.

B. **Qualification as Affordable Housing (92.254):** The DEVELOPER will ensure that all HOME assisted units will be in compliance with 24 CFR 92.254, including documenting that the property is Single Family Housing and Modest Housing (housing that does not exceed 95% of the median purchase price for the area) 92.254(a) (2) (i), and will be the principle residence of the income eligible family throughout the affordability period.

The designated HOME-assisted units of this PROJECT will meet the affordability requirements as found in 92.254 (owner-occupied). The DEVELOPER shall collect and maintain Project beneficiary information pertaining to household size, income levels, racial characteristics, and the presence of female headed households in order to determine low and moderate-income benefit in a cumulative and individual manner. Income documentation shall be in a form consistent with HOME requirements as stated in the HUD ***Technical Guide for Determining Income and Allowances Under the HOME Program***.

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)).

If the property is sold through a lease-purchase agreement, the AWARDEE will ensure compliance with 92.254(a)(7), as modified by the 1999 Appropriations Act, Section 599B.

C. **Nondiscrimination (92.350):** In the selection of occupants for PROJECT units, the DEVELOPER shall comply with all nondiscrimination requirements of 24 CFR 92.350.

D. **Property Standards (92.251; 92.355):** The DEVELOPER shall assure compliance with 24 CFR 92.251 as relates to Property Standards and Housing Quality Standards (HQS), Accessibility Standards under 24 CFR 92.251(a)(3) as applicable, and Lead Based Paint Requirements as found in 24 CFR 92.355 and 24 CFR Part 35.

E. The DEVELOPER will provide any documentation required by the AGENCY regarding match as may be required to document match for purposes of the HOME program.

F. The DEVELOPER will be monitored by the AGENCY for compliance with the regulations of 24 CFR 92 for the compliance period specified above. The DEVELOPER will provide reports and access to project files as requested by the AGENCY during the PROJECT and for Five (5) years after completion and closeout of the AGREEMENT.

Section VI – Repayment of Loan

A. All HOME funds are subject to repayment in the event the PROJECT does not meet the PROGRAM requirements as outlined above.

B. It is understood that upon the completion of the PROGRAM, any HOME funds reserved but not expended under this agreement will revert to the CITY.

C. If the PROJECT is rental, funds will remain a deferred loan for the period of 15 years, at which time the loan may be forgiven or extended in the sole discretion of the CITY for another term. Sale of the property to another party may occur only with the approval of the CITY, and the purchaser shall assume all obligations of the DEVELOPER under this agreement, the note and mortgage, and the deed covenants. Provisions in those documents will provide for the extinguishment of the requirements only in the event of a third-party foreclosure or deed in lieu of foreclosure.

D. If the PROJECT is for owner-occupancy, the DEVELOPER shall lend the HOME funds to the individual buyers in an amount sufficient to make the purchase affordable. Any HOME funds that reduce the price of the property below the fair market value of the property shall be secured by a HOME note and subordinate mortgage as required in 92.254(a)(5)(ii), using the note and mortgage prescribed or approved by the AGENCY (and consistent with the method of recapture identified in the CITY's Consolidated Plan.")

1) All net sales proceeds from the sale of units are considered to be CHDO proceeds that may be retained by the DEVELOPER and used in conformance with 24 CFR 92.300(a)(2), or as specified in ATTACHMENT B, PROPOSAL FOR: 2020 JOPLIN CONSORTIUM; CHDO New Construction Homebuyer Program.

2) Prior to each closing, the DEVELOPER will provide to the AGENCY the estimated settlement statement, along with a reconciliation statement and the draft note and mortgage. The reconciliation statement shall account for the pro-ration of HOME project funds to the individual unit, and identify those funds that are to be lent to the buyer as "Buyer subsidies" secured by the HOME note and mortgage, the pro-rated HOME development funds that are to be forgiven as "Development subsidies", and the amount of developer fee or CHDO sales proceeds to be retained from settlement funds.

3) All resale proceeds that are received from buyers as they resell the properties during the compliance period to other buyers shall be considered "Recaptured Funds" under 24 CFR 92.254(a)(5)(ii)A)(5) and must be repaid to the CITY for use in eligible HOME projects as required by 24 CFR 92.503. The DEVELOPER shall promptly notify the AGENCY of such transactions and will promptly convey any Recaptured Funds to the AGENCY.

Section VII – CHDO Provisions (92.300)

It is understood that the AWARDEE has certified that it is and will maintain CHDO (Community Housing Development Organization) status for the term of the PROJECT/AGREEMENT in accordance with 24 CFR 92. AWARDEE agrees to provide information as may be requested by the AGENCY to document its continued compliance, including but not limited to an annual board rooster and certification of continued compliance.

Any funds advanced as CHDO pre-development funds must be in compliance with 92.301, and are forgivable only under the terms in 92.301.

Any funds advanced to the CHDO as CHDO Operating Expenses must be expended in compliance with 24 CFR 92.208.

Any funds that the CHDO is permitted to retain as CHDO proceeds from this project shall be used in compliance with 24 CFR 92.300(a)(2) and as specified in this Agreement.

If the project is rental, the AWARDEE will create and follow a tenant participation plan as required in 24 CFR 92.303.

Section VIII – Procurement Standards

The DEVELOPER shall establish procurement procedures to ensure that materials and services are obtained in a cost-effective manner. When procuring for services to be provided under this agreement, the DEVELOPER shall comply at a minimum with the nonprofit procurement standards at 24 CFR 84.40 – 24 CFR 84.48.

In addition, the following requirements are imposed on any procurement under this PROJECT:

1) Under $1,000 – determined by DEVELOPER;

2) $1,000 - $15,000 – at least three (3) written estimates are required;

3) Over $15,000 – at least three (3) competitively sealed bids from contractors/ suppliers.

It is not acceptable to divide or split quantities to be purchased with the intent of evading or circumventing the bidding requirements.

In addition, it is understood that any DEVELOPER that can be considered to be a religious organization shall abide by all portions of 24 CFR 92.257 for Faith-based activities.

Section IX – Conflict of Interest Provisions (92.356)

The DEVELOPER warrants and covenants that it presently has no interest and shall not acquire any interest, directly or indirectly, which could conflict in any manner or degree with the performance of its services hereunder. The DEVELOPER further warrants and covenants that in the performance of this contract, no person having such interest shall be employed.

HOME conflict of interest provisions, as stated in 92.356, apply to the award of any contracts under the agreement and the selection of tenant households to occupy HOME-assisted units.

No employee, agent, consultant, elected official, or appointed official of the DEVELOPER may obtain a financial interest or unit benefits from a HOME-assisted activity, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. This prohibition includes the following:

1. Any interest in any contract, subcontract or agreement with respect to a HOME-assisted project or program administered by the DEVELOPER, or the proceeds thereunder; or

2. Any unit benefits or financial assistance associated with HOME projects or programs administered by the DEVELOPER , including:

    - Occupancy of a rental housing unit in a HOME-assisted rental project;
    - Receipt of HOME tenant-based rental assistance;
    - Purchase or occupancy of a homebuyer unit in a HOME-assisted project;
    - Receipt of HOME homebuyer acquisition assistance; or
    - Receipt of HOME owner-occupied rehabilitation assistance

This prohibition does not apply to an employee or agent of the DEVELOPER who occupies a HOME-assisted unit as the on-site project manager or maintenance worker.

In addition, no member of Congress of the United States, official or employee of HUD, or official or employee of the Participating Jurisdiction shall be permitted to receive or share any financial or unit benefits arising from the HOME-assisted project or program.

Prior to the implementation of the HOME-assisted activity, exceptions to these provisions may be requested by the DEVELOPER in writing to the Participating Jurisdiction. The DEVELOPER must demonstrate and certify that the policies and procedures adopted for the activity will ensure fair treatment of all parties, and that the covered persons referenced in this policy will have no inside information or undue influence regarding the award of contracts or benefits of the HOME assistance. The Jurisdiction may grant exceptions or forward the requests to HUD as permitted by 24 CFR 92.356, 85.36 and 84.42, as they apply.

Section X – City Responsibilities

The CITY shall furnish the DEVELOPER with the following services and information from existing CITY records and CITY files:

A. The CITY shall provide to the DEVELOPER information regarding its requirements for the PROJECT.

B. The CITY will provide the DEVELOPER with any changes in HOME regulations or program limits that affect the project, including but not limited to income limits, property value limits and rent limits.

C. The CITY will conduct progress inspections of work completed to protect its interests as lender

and regulatory authority for the project, and will provide information to the DEVELOPER regarding any progress inspections or monitoring to assist it in ensuring compliance.

The CITY's review and approval of the WORK will relate only to overall compliance with the general requirements of this Agreement and HOME regulations, and all CITY regulations and ordinances.

Nothing contained herein shall relieve the DEVELOPER of any responsibility as provided under this Agreement.

Section XI – Equal Employment Opportunity and Labor

During the performance of this contract, the DEVELOPER agrees as follows:

A. The DEVELOPER will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin(s). The DEVELOPER will take affirmative action to ensure the applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin(s). Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The DEVELOPER agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer of the CITY setting forth the provisions of this nondiscrimination clause.

B. The DEVELOPER will, in all solicitations or advertisements for employees placed by or on behalf of the DEVELOPER, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

C. The DEVELOPER will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the CITY's contracting officer, advising the labor union or worker's representative of the DEVELOPER's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The DEVELOPER will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

E. The DEVELOPER will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the AGENCY and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and order.

F. In the event the DEVELOPER is found to be in noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part and the DEVELOPER may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies

invoked as provided in Executive Order 11246 of September 24, 1965 or by rule, regulations, or order of the Secretary of Labor or as otherwise provided by law.

G. The DEVELOPER will include the provisions of paragraphs (a) through (g) of this section in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The DEVELOPER will take such action with respect to any subcontract or purchase order as the AGENCY may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the DEVELOPER becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the AGENCY, the DEVELOPER may request the United States to enter into such litigation to protect the interest of the United States.

Section XII – Labor, Training & Business Opportunity (92.354)

The DEVELOPER agrees to comply with the federal regulations governing training, employment and business opportunities as follows:

A. It is agreed that the WORK to be performed under this agreement is on a project assisted under a program providing direct Federal financial assistance from the US Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701 u, as well as any and all applicable amendments thereto. Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given low and moderate income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the project area.

B. The DEVELOPER shall comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 Code of Federal Regulations and all applicable rules and orders of the AGENCY of Housing and Urban Development issued thereunder as well as any and all applicable amendments thereto prior to the execution of this contract as well as during the term of this contract. The DEVELOPER certifies and agrees that it is under no contractual or other disability, which would prevent it from complying with these requirements as well as any and all applicable amendments thereto.

C. The DEVELOPER will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the CITY, take appropriate action pursuant to the subcontractor upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, in 24 Code of Federal Regulations.

The DEVELOPER will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 code of Federal Regulations and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with these requirements as well as with any and all applicable amendments thereto.

D. Compliance with the provisions of Section 3, the regulations set forth in 24 Code of Federal Regulations and all applicable rules and orders of the AGENCY of Housing and Urban Development issued thereunder prior to the execution of the contract shall be a condition precedent to federal financial assistance being provided to the PROJECT as well as a continuing condition, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the DEVELOPER or recipient, its contractors and subcontractors, its successors, and assigns to those sanctions specified by 24 Code of Federal Regulations as well as with any and all applicable amendments thereto.

Section XIII – Compliance with Federal, State & Local Laws

The DEVELOPER covenants and warrants that it will comply with all applicable laws, ordinances, codes, rules and regulations of the state local and federal governments, and all amendments thereto, including, but not limited to; Title 8 of the Civil Rights Act of 1968 PL.90-284; Executive Order 11063 on Equal Opportunity and Housing Section 3 of the Housing and Urban Development Act of 968; Housing and Community Development Act of 1974, as well as all requirements set forth in 24 CFR 92 of the HOME INVESTMENT PARTNERSHIP PROGRAM. The DEVELOPER covenants and warrants that it will indemnify and hold the City forever free and harmless with respect to any and all damages whether directly or indirectly arising out of the provisions and maintenance of this contract.

The DEVELOPER agrees to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

The DEVELOPER further warrants and agrees to include or cause to be included the criteria and requirements of this section in every non-exempt subcontract in excess of $100,000.

The DEVELOPER also agrees to take such action as the federal, state or local government may direct to enforce aforesaid provisions.

Section XIV – Suspension & Termination

In accordance with 24 CFR 85.43, suspension or termination may occur if the DEVELOPER materially fails to comply with any term of the award, and that the award may be terminated for convenience in accordance with 24 CFR 85.44.

If, through any cause, the DEVELOPER shall fail to fulfill in timely and proper manner its obligations under this contract, or if the DEVELOPER shall violate any of the covenants, agreements, or stipulations of this contract, the CITY shall thereupon have the right to terminate this contract by giving written notice to the DEVELOPER of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, the DEVELOPER shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder to the date of said termination. Notwithstanding the above, the DEVELOPER shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of the contract by the DEVELOPER and the CITY may withhold any payments to the

DEVELOPER for the purpose of setoff until such time as the exact amount of damages due the CITY from the DEVELOPER is determined whether by court of competent jurisdiction or otherwise.

Section XV – Termination for Convenience of the CITY

The CITY may terminate for its convenience this contract at any time by giving at least thirty (30) days notice in writing to the DEVELOPER. If the contract is terminated by the CITY, as provided herein, the City will reimburse for any actual and approved expenses incurred, including those costs involved in terminating the contracts and shutting down the work as of the date of notice, and the DEVELOPER will be paid as a FEE an amount which bears the same ratio to the total compensation as the services actually performed bear to the total service of the DEVELOPER covered by this contract, less payments of compensation previously made. Claims and disputes between the parties will be submitted to the American Arbitration Association for resolution. Award or judgment may be entered in any court having jurisdiction thereof.

Section XVI – Default-Loss of Grant Funds

If the DEVELOPER fails in any manner to fully perform and carry out any of the terms, covenants, and conditions of the agreement, and more particularly if the DEVELOPER refuses or fails to proceed with the work with such diligence as will insure its completion within the time fixed by the schedule set forth in Section II of this agreement, the DEVELOPER shall be in default and notice in writing shall be given to the DEVELOPER of such default by the AGENCY or an agent of the AGENCY. If the DEVELOPER fails to cure such default within such time as may be required by such notice, the CITY, acting by and through the AGENCY, may at its option terminate and cancel the contract.

In the event of such termination, all grant funds awarded to the DEVELOPER pursuant to this agreement shall be immediately revoked and any approvals related to the PROJECT shall immediately be deemed revoked and canceled. In such event, the DEVELOPER will no longer be entitled to receive any compensation for work undertaken after the date of the termination of this agreement, as the grant funds will no longer be available for this project.

Such termination shall not effect or terminate any of the rights of the CITY as against the DEVELOPER then existing, or which may thereafter accrue because of such default, and the foregoing provision shall be in addition to all other rights and remedies available to the CITY under the law and the note and mortgage (if in effect), including but not limited to compelling the DEVELOPER to complete the project in accordance with the terms of this agreement, in a court of equity.

The waiver of a breach of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term, covenant, or condition hereof.

Section XVII – Reporting Responsibilities

The DEVELOPER agrees to submit any and all quarterly reports required by HUD or the CITY to the AGENCY on the following due dates of this agreement.

The AGENCY will send the DEVELOPER one reminder notice if the quarterly report has not been received fourteen (14) days after the due date. If the DEVELOPER has not submitted a report fourteen

(14) days after the date on the reminder notice, the CITY will have the option to terminate the contract as described in this agreement. In addition, the DEVELOPER agrees to provide the AGENCY information as required to determine program eligibility, in meeting national objectives, and financial records pertinent to the project. Additional reporting requirements may be created by the AGENCY and effective when submitted to the DEVELOPER in writing.

Section XVIII – Inspection, Monitoring & Access to Records

The CITY reserves the right to inspect, monitors, and observe work and services performed by the DEVELOPER at any and all reasonable times.

The CITY reserves the right to audit the records of the DEVELOPER any time during the performance of this Agreement and for a period of five years after final payment and project closeout is made under this Agreement.

If required, the DEVELOPER will provide the AGENCY with a certified audit of the DEVELOPER's records representing the Fiscal Year during which the PROJECT is implemented, whenever the DEVELOPER expends $500,000 or more in a year, in Federal awards, pursuant to the requirements of OMB Circular A-133.

Access shall be immediately granted to the CITY, HUD, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the DEVELOPER or its contractors which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

Section XIX – General Conditions

A. All notices or other communication which shall or may be given pursuant to this Agreement shall be in writing and shall be delivered by personal service, or by registered mail addressed to the other party at the address indicated herein or as the same may be changed from time to time. Such notice shall be deemed given on the day on which personally served; or, if by mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier.

City address --- 602 S. Main Street; Joplin, Missouri 64801

DEVELOPER address --- 5201 N. Main Street., Joplin Missouri 64801

B. Title and paragraph headings are for convenient reference and are not a part of this Agreement.

C. In the event of conflict between the terms of this Agreement and any terms or conditions contained in any attached documents, the terms in this Agreement shall rule.

D. No waiver or breach of any provision of this Agreement shall constitute a waiver of a subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

E. The parties hereto agree that this Agreement shall be construed and enforced according to the laws of the State of Missouri.

F. Should any provisions, paragraphs, sentences, words or phrases contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable

under the laws of the State of Missouri or the City of Joplin, such provisions, paragraphs, sentences, words or phrases shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable to conform with such laws, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect.

G. The DEVELOPER shall comply with the provisions of the Copeland Anti-Kick-Back Act (18 U.S.C. 874) as supplemented in the AGENCY of Labor Regulations (29 CFR Part 3), as amended.

H. The DEVELOPER shall comply with the provisions of sections 103 and 107 of the Contract Work Hours and Safety Standard Act (40 U.S.C. 327-330) as supplemented by AGENCY of Labor regulations (29 CFR, Part 5), as amended.

I. The DEVELOPER further warrants and agrees to include or cause to be included the criteria and requirements of paragraphs (G) through (H) of this section in every nonexempt subcontract. The DEVELOPER also agrees to take such action as the federal, state or local government may direct to enforce aforesaid provisions.

J. The obligations undertaken by DEVELOPER pursuant to this Agreement shall not be delegated or assigned to any other person or agency unless CITY shall first consent to the performance or assignment of such service or any part thereof by another person or agency.

K. The Agreement shall be binding upon the parties hereto, their heirs, executors, legal representative, successors and assigns.

L. DEVELOPER shall indemnify and save CITY harmless from and against any negligent claims, liabilities, losses and causes of action which may arise out of DEVELOPER 's activities under this Agreement, including all other acts or omissions to act on the part of DEVELOPER , including any person acting for or on its behalf, and, from and against any orders, judgments, or decrees which may be entered, and from and against all costs, attorney's fees, expenses and liabilities incurred in the defense of any such claims, or in the investigation thereof.

M. DEVELOPER and its employees and agents shall be deemed to be independent contractors, and not agents or employees of the CITY, and shall not attain any rights or benefits under the civil service or pension ordinances of the CITY, or any rights generally afforded classified or unclassified employee; further they shall not be deemed entitled to compensation benefits as an employee of the CITY.

N. Funding for this Agreement is contingent on the availability of funds and continued authorization for program activities and is subject to amendment or termination due to lack of funds, or authorization, reduction of funds, and/or change in regulations.

O. DEVELOPER shall follow the legal protocol for the Federal Work Authorization Program ("FWAP") as found in Attachment E.

IN WITNESS WHEREOF,

The City of Joplin and the DEVELOPER have caused their signatures to be hereunto affixed and duly attested.

FOR DEVELOPER

Joplin Economic Housing Development Initiative: a Missouri Nonprofit Organization

By: _____ Date: _____

Bryan West
Executive Director

Attest:

_____
Scott Clayton
President of the Board

FOR CITY

City of Joplin; a political subdivision of the State of Missouri

By: _____ Date: _____

Troy Bolander
Director of Planning, Development, and Neighborhood Services

Attest:

_____

Thomas Walters
City Planner

Approved as to form:

_____

Peter Edwards
City Attorney

Attachment A

The Joplin HOME Consortium is organized by written Memorandums of Understandings with the City of Joplin and consists of the following 11 members:

1) City of Joplin, and
2) City of Carthage, and
3) City of Webb City, and
4) City of Carl Junction, and
5) City of Carterville, and
6) City of Sarcoxie, and
7) City of Oronogo, and
8) Village of Airport Drive, and
9) City of Neck City, and
10) All unincorporated areas of Jasper County, and
11) Village of Duquesne

Attachment B

PROPOSAL FOR:

2020 JOPLIN CONSORTIUM

CHDO NEW CONSTRUCTION HOMEBUYER PROGRAM

The Joplin Economic Housing Development Initiative (JEHDI) presents the following proposal intended to meet the purposes of the Community Housing Development Organization (CHDO) set-aside funds.

SUMMARY

JEHDI proposes to use $563,000 of CHDO HOME Entitlement funds, to build four (4) homes. The program will be primarily financed by these grant funds and also with funds provided from JEHDI. The homes built under this program will be located in a community that is a member of the Joplin Consortium. The home will also benefit Low-Moderate Income (LMI) families. The purposes of the project will be to improve neighborhood conditions by stabilizing housing stock and to promote homeownership. Four families that have met qualifications for the JEHDI home building program have been selected and have found to be in significant need of improved housing.

It is the intent of the JEHDI to develop the project in a way that the program grows and becomes more self-sustaining with time. As homes are sold, the remaining funds, including any potential profits, will be reused in the program. As funds become free of federal regulations, a portion of the proceeds will be donated to another project for a planned HOME eligible activity, allowing for the eventual shift of future HOME funds from other program activities to an increase in CHDO funding for this program.

The program will be flexible in that if a home does not sell and starts to become a liability to the organization there will be other options available. These options will include the use of a lease-purchase agreement and/or the eventual conversion of the house into an affordable rental unit owned and managed by the JEHDI.

ACQUISITION

The Environmental Review has been completed by the City to determine site eligibility, and upon approval of the Joplin City Council and execution of written agreement, JEHDI will be given notice to proceed and commence with all responsibilities in aforementioned agreement.

CONSTRUCTION

The homes will be built in conformance with local applicable building code standards. JEHDI will either use its own employees, sub-contract out, or hire a general contractor to perform the construction of each home. JEHDI would like to reserve the right to work with a volunteer group if given the opportunity.

The JEHDI will abide by the following Procurement Standards:

1) Under $1,000 – determined by DEVELOPER;

2) $1,000 - $15,000 – at least three (3) written estimates are required;

3) Over $15,000 – at least three (3) competitively sealed bids from contractors/ suppliers.

The lowest, most responsive and responsible bidder will be awarded each contract. The contractor's ability to complete each activity in a timely manner will also be considered during the selection process. The contractor will have a pre-negotiated start and end date for the project. They will also be required to obtain all applicable licenses and permits where required. The JEHDI will oversee and inspect the construction of each home, including the approval of pay requests. Payments to the contractor will be made upon each approved inspection.

SALE TO HOMEBUYER
Since the intent and purpose of the CHDO program is to assist LMI homebuyers, a concerted effort will be made to sell each project to those LMI families for the purpose of homeownership.

All homes constructed with CHDO funds and sold by the JEHDI will be made available to pre-selected families that are pre-approved prior to construction of these homes. These families are required to meet all of the HUD and JEHDI program requirements and qualifications prior to approval by the JEHDI, and then are involved closely with the JEHDI regarding site location and size of the home required to meet their specific permanent housing needs. Again, these homes are constructed for pre-selected families which will result in the JEHDI not having to advertise or entertain offers from the "open market" home sale process. A standard closing process will be completed by the title company. The JEHDI will receive all (CHDO) proceeds at the closing of the property.

OTHER OPTIONS
In the event a particular project does not sell within nine (9) months of its construction completion, the JEHDI reserves the right to exercise other options including a lease-purchase agreement and/or the conversion of the project to an affordable housing rental unit. A separate agreement will be developed between the JEHDI and City of Joplin for this purpose if and when it is necessary.

CHDO PROCEEDS
When homes are sold, the funds that are repaid to the JEHDI will be considered CHDO Proceeds and placed into a reserve account. When a sufficient amount of funds are available in the account, the CHDO Proceeds will be used to fund HOME-eligible rehabilitation projects or additional new construction, as desired.

When the homes that are developed with CHDO proceeds are sold, the funds that are repaid to the JEHDI will no longer be restricted to federal regulations and will be considered "cash proceeds". The JEHDI proposes to use those funds as owner equity in future activities and as cash donations to other projects for planned HOME eligible activities in exchange for a reasonable increase in Joplin Consortium HOME funding.

PROGRAM BUDGET
The following budget represents our anticipated costs per home:

	Acquisition	Construction	Developer Fee	Totals
1010 Roosevelt, Joplin - 3 bed/2 bath	$0	$125,000.00	$9,500	$134,500.00
2643 E. 8th, Joplin - 3 bed/2 bath	$0	$125,000.00	$9,500	$134,500.00
1302 Roosevelt, Joplin - 4 bed/2 bath	$0	$135,000.00	$9,500	$144,500.00
296 Nevada, Oronogo - 3 bed/2 bath universal design ICF	$0	$140,000.00	$9,500	$149,500.00

STATE OF _____)
) ss.
COUNTY OF _____)

AFFIDAVIT OF COMPLIANCE
(Missouri Unauthorized Alien Workers Act)

My name is _____(Name) and I am the _____(Title) of _____(Company Name). I hereby represent, affirm and certify to the City of Joplin that my company does not knowingly employ any person who is an unauthorized alien in connection with contracted services with the City. I further affirm that my company is actively enrolled and participating in a federal work authorization program with respect to all employees working in connection with the contract services provided to the City.

_____
Affiant

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this _____ day of _____, 2022.

_____
Notary Public

My commission expires:

_____

Supplemental Information on Improved Specifications

296 Nevada in Oronogo is a 3 bedroom / 2 bathroom ICF home, 1,340 square feet to include:

Foundation – slab on grade
Framing – Insulated Concrete Forms
Roofing – 15 lb. felt, architectural shingles, ridge vent
Soffit/Fasica – 6" aluminum fascia and 12" aluminum soffit
Windows – single hung, energy star
Exterior Doors (2) – RH 6 panel metal, RH half-moon metal
Siding – stucco
Electrical
Guttering
Paint – *materials will be provided to builder*
Interior Doors – 6 panel Masonite
Interior Trim – 3¼" colonial base, 2¼" casing sheetrock returns with sill
Light Fixtures – Energy Star
HVAC – Manufacturer TBD
Insulation –R11 ? in exterior walls, R38 in attic, 24" baffles
Drywall – ¾"
Plumbing
Bathroom – one bathroom to be made with accessibility features
Cabinets – box
Garbage disposal
Flooring – carpet & linoleum
Appliances – refrigerator *(oven, microwave, and dishwasher provided to builder)*
Lawn – graded, seed and straw
Sump pump
12' x 18' driveway to alley/street access
Above ground tornado shelter in back of garage

Modifications will be necessary to accommodate a child with disabilities. Consult with Executive Director for particulars.

FLOOR PLAN NOTES

- ALL DIMENSIONS ARE FROM FACE OF 7⅝" BLOCK WALL (OR EDGE OF FLOOR SLAB) TO FACE OF WALL STUD U.N.O.
- ALL INTERIOR WALLS ARE 3½" U.N.O.
- DRYER VENTED THROUGH ROOF (VTR), NOT SCREENED.
- SEE S-SHEET GN FOR GENERAL AND STANDARD BUILDING NOTES.
- ALL HABITABLE ROOMS TO HAVE ARC FAULT CIRCUIT INTERRUPTER.
- ALL FULL HEIGHT BLOCK WALLS BETWEEN FILLED CELLS WITHOUT OPENINGS ARE SHEAR WALLS.
- 20 MINUTE FIRE RATED DOOR OR SOLID CORE DOOR AT GARAGE.
- WALL SEPARATION BETWEEN GARAGE AND RESIDENCE AND ATTIC SPACE TO BE ½" GYPSUM BOARD APPLIED TO GARAGE SIDE.

WALL LEGEND

NON-LOAD BEARING WALL @ 8'-0"

NON-LOAD BEARING WALL @ 9'-0"

INSULATED WALL BETWEEN GARAGE & LIVING (TYP.)

BLOCK MASONRY @ 8'-0" BRG.

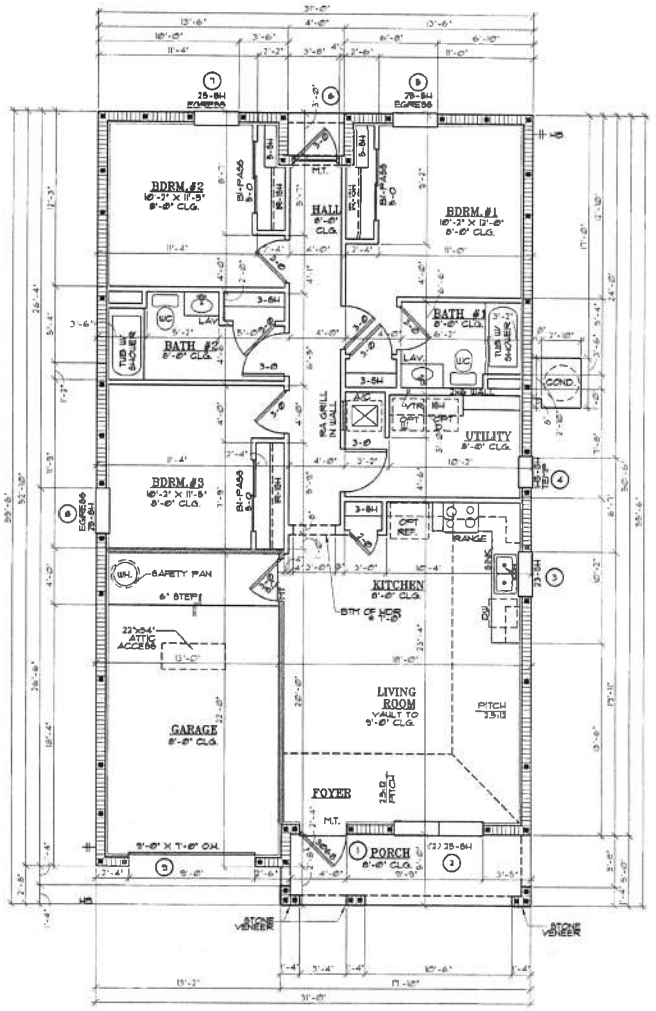
SQ.FT. CALC.'S

LIVING	1299	SQ. FT.
GARAGE	286	SQ. FT.
PORCH	88	SQ. FT.
REAR ENTRY	11	SQ. FT.
TOTAL UNDER ROOF	1684	SQ. FT.

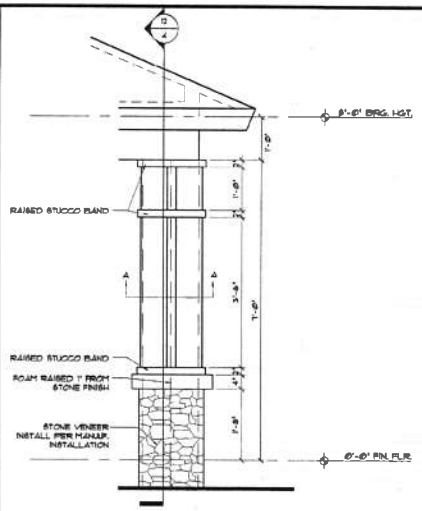
COMPONENT AND CLADDING WIND LOADS
BASIC WIND EXPOSURE FOR 3 SECOND GUSTS

CALL*	SQUARE FOOTAGE	WINDOW SIZE AND TYPE	ZONE	130 MPH WIND	REMARKS
1	21	3068 DR	4	23.2/-25.3	
2	30	(2) 28-8H	4	22.4/-24.5	
3	9	23-8H	4	24.3/-26.3	
4	18	48-8H	4	24.1/-26.1	
5	15	28-8H	4	23.5/-25.6	
6	21	3068 DR	4	23.2/-25.3	
7	15	28-8H	4	23.5/-25.6	
8	15	28-8H	4	23.5/-25.6	
9	63	9'-0"x7'-0" GARAGE DOOR	5	21.4/-26.7	

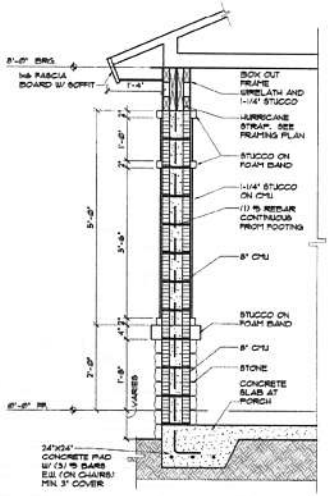
BASIC WIND SPEED MPH = 130
INTERNAL PRESSURE COEFFICIENT = ±.18
BUILDING CATEGORY II, EXPOSURE = B
USE IMPORTANCE FACTOR 1.0
ANY OPENING WITHIN 4'-0" OF ANY CORNER WILL USE A ZONE 5 CATEGORY



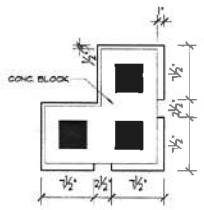
FLOOR PLAN – ELEV. B



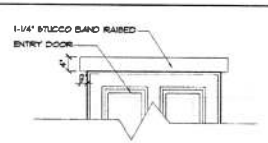
1 ELEVATION DETAIL



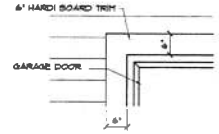
12 ELEVATION DETAIL



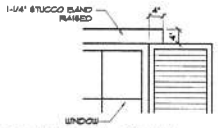
A-A 1-1/4" STUCCO DETAIL



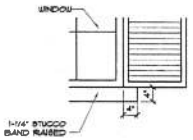
6 ELEVATION DETAIL



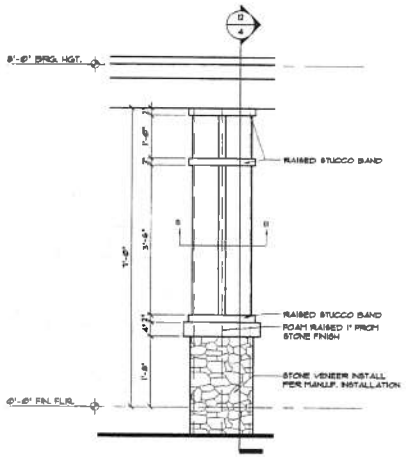
8 ELEVATION DETAIL



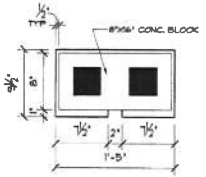
10 ELEVATION DETAIL



11 ELEVATION DETAIL



9 ELEVATION DETAIL



B-B 1-1/4" STUCCO DETAIL

COUNCIL BILL NO. 2022-400 ORDINANCE NO.

AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and Joplin Economic Housing Development Initiative that pertains to 2019 and 2020 HOME funds in the total amount not to exceed $563,000.00; authorizing the City Manager or his designee to execute same on behalf of the City of Joplin; and containing an emergency clause.

WHEREAS, the City of Joplin and Joplin Economic Housing Development Initiative, are desirous of entering into an agreement whereby Joplin Economic Housing Development Initiative will develop four properties as part of the 2020 CHDO Homebuyer New Construction Program on behalf of the Joplin Consortium HOME Investment Partnership Program.

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

Section 1: That an Agreement between the City of Joplin, Missouri, Joplin Economic Housing Development Initiative is entered into for five hundred sixty-three thousand dollars ($563,000.00), a copy of same, or copy in substantially similar form, attached hereto and incorporated herein, be and the same is hereby approved.

Section 2: That the City Manager or his designee, the Director of Planning, Development and Neighborhood Services of the City of Joplin, Missouri, is hereby authorized to execute said Agreement in substantially similar form, by and on behalf of the City of Joplin.

Section 3: That this Ordinance is an emergency within the meaning of Section 2.12(1) of the Home Rule Charter of the City of Joplin, Missouri, in that said ordinance deals with a public health and safety issues, and as such, is considered an emergency and shall take effect immediately upon passage.

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

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2022-510 – Approval of a Real Estate Contract

MEETING DATE
April 18, 2022

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2022-510 Ordinance; Exhibit "A" Real Estate Purchase Contract; Map of N Cox and Broadway Street; Bid Tabulation

REVIEWED BY
Department Head: Leslie Haase; City Attorney: Peter Edwards; City Manager: Nick Edwards

SUMMARY
This Council Bill approves a real estate contract for the sale of one parcel located at North Cox and Broadway Street.

BACKGROUND
The City declared several pieces of buildable property as excess and offered them for sale with a bid opening of March 4, 2022. The properties were listed with a minimum bid price of 90% of the appraised value.

The City received two bids for North Cox and Boadway, which had a minimum bid price of $5,100.00. The high bidder did not respond to efforts to finalize the Real Estate Contract. Therefore, Habitat for Humanity submitted the best conforming bid with a sales price of $5,102.00. The property is currently zoned C-1 and contains approximately 6,600 square feet of land.

The City will complete the sale of this parcel on or before May 31, 2022.

FUNDING SOURCE
This item is not applicable for this council bill.

RECOMMENDATION
Staff recommends approval of this council bill on an emergency basis.



Date: 3/14/2022

1 " = 47 '

0 0.00425 0.0085 0.017 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.

BID TABULATION

PROJECT: **Surplus Property 2022-02 NE Cox & Broadway**
DATE OF BID OPENING: March 4, 2022
Minimum Bid $5,100

CONTRACTOR	BID
Nathan Dagle	$6,250.00
Habitat For Humanity	$5,102.00

COUNCIL BILL NO. 2022-510 **ORDINANCE NO.**

AN ORDINANCE approving the Real Estate Contract by and between the City of Joplin, Missouri, a Municipal Corporation, and Habitat for Humanity, for the sale of one parcel located at North Cox and Broadway Street, totaling approximately 6,600 square feet of land; and authorizing the City Manager to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

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

Section 1. That the Real Estate Contract, in the amount of Five Thousand One Hundred Two Dollars and No Cents ($5,102.00), by and between the City of Joplin, Missouri, a Municipal Corporation, and Habitat for Humanity for the sale of one parcel located at North Cox and Broadway Street, totaling approximately 6,600 square feet of land, a true and accurate copy of the same being attached hereto and incorporated herein as Exhibit "A", be and the same is hereby approved.

Section 2. That the property is described as "All of Lot 8, Block 4, Original Town of Joplin City, Jasper County, Missouri. Zoned C1."

Section 3. That the City Manager is hereby authorized and directed to execute said Contract, in substantially similar form, by and on behalf of the City of Joplin, Missouri.

Section 4. This Ordinance relating to the sale of property is declared by the City Council to be an emergency within this meaning of Section 2.12, subparagraph (1), of the Home Rule Charter of the City of Joplin, Missouri, and as such shall become effective immediately upon its passage.

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

of _____, 2022, by a _____vote.

_____
Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

EXHIBIT "A"

REAL ESTATE CONTRACT

THIS CONTRACT entered into this _____ day of _____ 2022, by and between **City of Joplin, Missouri,** a constitutionally chartered Missouri municipal corporation, hereinafter referred to as the **"Seller"** and Joplin Area Habitat for Humanity, hereinafter referred to as the **"Buyer".**

W I T N E S S E T H :

1. SALE AND PURCHASE. For and in consideration of the mutual obligations of the parties hereto, the Seller agrees to sell, and the Buyer agrees to buy, upon the terms and conditions hereinafter set out, located at North Cox and Broadway, the real estate described as follows:

"All of Lot 8, Block 4, Original Town of Joplin City, Jasper County, Missouri. Zoned C1, approximately 6,600 square feet more or less."

2. PURCHASE PRICE. The purchase price to be paid by the Buyers therefor is Five Thousand One Hundred Two Dollars ($5,102.00). The purchase price shall be payable at closing in cash or by cashier's check.

3. CONVEYANCE FORM. The Seller shall convey said real estate to Buyer by Quit Claim Deed, free and clear of all interest, liens, and encumbrances, except as stated herein.

4. EXCEPTIONS. The real estate shall be conveyed subject to the following:

a) Special assessments made prior to the execution of this contract and becoming a lien thereafter;

b) Zoning ordinances in effect at the date of the signing of this contract;

c) Easements, public or private, of record or not of record, which are clearly apparent to the ordinary person upon ordinary inspection of the premises; and

d) General taxes, state, county, and city, for the year of closing and subsequent years; and such other restrictions and easements of record as will not materially impair the use of improvements on the real estate. Taxes for the year in which this contract is closed shall be prorated to the date of closing.

5. CLOSING. The parties agree that Abbey Title Company shall be used as the title company for this closing. If the title is deemed good, the closing of this contract shall take place at Abbey Title on or before May 31, 2022, at which time all monies and papers shall be delivered and all other things called for by this contract at the time of closing, shall be done. Buyer shall pay all title commitment, title insurance, all closing cost and related fees and recording fees. Buyer shall request the title commitment once this contract is fully executed.

6. POSSESSION. Possession shall be delivered to the Buyer at the closing of this contract. All rents and deposits on the premises shall be transferred to Buyer at closing.

7. CONDITION OF PROPERTY. The Buyer has inspected and carefully examined the improvements located on the real estate and takes the real estate and improvements located thereon "AS IS", and neither the Seller nor any person on Seller's behalf has made, and does not make, any representations, warranties, or agreements as to the value, condition, quality, or suitability of said real estate or improvements.

8. IMPROVEMENTS. All improvements now on the above-described real estate shall be delivered to the Buyer at the time of closing in as good condition as they are now in at the time of this contract, ordinary wear and tear excepted; provided, however, if prior to the closing, any of the principal improvements be materially damaged, the Seller shall forthwith give the Buyer written notice thereof; and either party at their election, may void this contract by giving written notice thereof to the other party within five (5) days of receipt of the notice, or prior to the closing, whichever time first occurs, in which case this contract shall be null and void.

9. REPRESENTATIONS/WARRANTIES.

a) Seller covenants and represents to Buyer, which covenants shall be true and accurate at the time of closing, as follows:

1. Seller is a duly organized, validly existing municipality, and is in good standing under the laws of the State of Missouri and is possessed and vested with full power and authority to enter into and consummate, this Contract and to perform Seller's obligations hereunder.

2. The Joplin City Council and/or its duly authorized representatives must approve the transactions contemplated by this Contract, and the authorized representative of Seller has the authorization to execute this Contract and to do all other such acts and to take such other action as may be necessary to consummate this Contract, upon Council approval.

3. This Contract is a valid and binding agreement, enforceable in accordance with its terms.

4. There are no leases, tenancies or other rental arrangements pertaining to any portion of the property, and Seller owns fee simple title to the Property and has full right and lawful authority to enter into and perform Seller's obligations under this Contract.

b) Buyer covenants, represents, and warrants to Seller, as follows:

1. Buyer, is authorized to enter into this Contract and complete the transactions contemplated hereunder.

2. This Contract is a valid and binding agreement, enforceable in accordance with its terms.

10. RIGHT OF ENTRY. Prior to the Closing Date, with reasonable notice to Seller, Seller hereby authorizes Buyer, its assigns, successors in interest, agents, representatives, and consultants, sub-contractors, and prospective tenants, and their agents, representatives, and consultants, and sub-contractors, to enter the Property in order to investigate and inspect the Property and to perform any such tests they deem appropriate.

11. HOLD HARMLESS.

a) Seller hereby agrees to hold Buyer harmless against and from any and all loss, suits, causes of action, proceedings, costs, damages, liabilities and expense arising from the breach of any of Seller's representations, warranties, covenants or agreements herein contained. Such costs and expenses shall include, without limitation, attorneys' fees and costs of litigation arising out of or relating to Seller's breach.

b) Buyer hereby agrees to hold Seller harmless against and from any and all loss, suits, causes of action, proceedings, costs, damages, liabilities and expense arising from the breach of any of Buyer's representations, warranties, covenants or agreements herein contained, and from any injury or damage to Buyer, or its agents which occur upon, or at the property, during the inspection period. Such costs and expenses shall include, without limitation, attorneys' fees and costs of litigation arising out of or relating to Buyer's breach.

12. CLOSING REQUIREMENTS. Closing shall occur after approval of title commitment, as described hereinabove.

a) At closing, Seller shall do the following:

1. Duly execute, acknowledge and deliver to Buyer, a Quit Claim Deed conveying the Property to Buyer, free and clear of all liens, claims, pledges and encumbrances.

b) At closing, Buyer shall do the following:

1. Execute and provide at closing, all documents reasonably required by the City for closing.

2. Tender payment at closing for the purchase price and all associated closing costs described herein.

13. ASSIGNMENT. Neither party shall have the right and authority to assign this Contract without the other’s consent.

14. ENTIRE AGREEMENT. This Contract constitutes the entire agreement between the parties with respect to the subject matter hereof and there are no oral representations, warranties, conditions or agreements, expressed or implied, other than those expressly set forth herein. This Contract supersedes all previous negotiations, agreements and the like. No modifications to this Contract shall be effective unless in writing and signed by all parties to this Contract.

15. BINDING EFFECT. The terms, provisions, covenants, and conditions in this Contract shall apply to, and inure to, the benefit of, and be binding upon, the parties hereto and their respective successors in interest and assigns as herein permitted.

16. GOVERNING LAW. This Contract shall be governed by, and constructed in accordance with, the laws of the State of Missouri.

17. TIME. Time is of the essence of this Contract and each and every obligation of Seller under this Contract.

18. POSSESSION. The Seller shall provide Buyer full and exclusive possession upon closing, free and clear of any leases, written or oral, concerning the premises.

19. CONTINGENT UPON APPROVAL. This contract is contingent upon Buyer obtaining approval of this contract by its City Council, which Buyer shall obtain within thirty (30) days of the execution of the contract.

20. EARNEST MONEY. The parties agree that no earnest money shall be paid to the Seller to secure Buyer's performance of this Agreement.

21. REALTOR OR BROKER. Neither party has utilized a real estate agent or broker for this real estate contract.

IN WITNESS WHEREOF, the parties have hereunto set their hands to this Contract, the day and year first above written.

City of Joplin Missouri, a
Missouri Municipal Corporation

By_____

Nicholas Edwards, City Manager
"SELLER"

Joplin Area Habitat for Humanity

By: _____

Scott Clayton, Executive Director
"BUYER"

Attest:

By_____

Holly Nagy, City Clerk

Approved as to Form:

By_____

Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2022-511 – Approval of a Real Estate Contract

MEETING DATE
April 18, 2022

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2022-511 Ordinance; Exhibit "A" Real Estate Purchase Contract; Map of 500 Block of South Kentucky Avenue; Bid Tabulation

REVIEWED BY
Department Head: Leslie Haase; City Attorney: Peter Edwards; City Manager: Nick Edwards

SUMMARY
This Council Bill approves a real estate contract for the sale of one parcel located at 500 Block of South Kentucky Avenue.

BACKGROUND
The City declared several pieces of buildable property as excess and offered them for sale with a bid opening of March 4, 2022. The properties were listed with a minimum bid price of 90% of the appraised value.

The City received one bid for the 500 Block of South Kentucky Avenue, which had a minimum bid price of $17,000.00. Watered Gardens submitted the best bid with a sales price of $20,003.00. The property is currently zoned C-1 and contains approximately 11,964 square feet of land.

The City will complete the sale of this parcel on or before May 31, 2022.

FUNDING SOURCE
This item is not applicable for this council bill.

RECOMMENDATION
Staff recommends approval of this council bill on an emergency basis.



Date: 3/14/2022

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.

April 1st

BID TABULATION

PROJECT: **Surplus Property 2022-08 500 Blk Kentucky**
DATE OF BID OPENING: March 4, 2022
Minimum Bid $17,000

CONTRACTOR	BID
Water Gardens	20,003.00

COUNCIL BILL NO. 2022-511 **ORDINANCE NO.**

AN ORDINANCE approving the Real Estate Contract by and between the City of Joplin, Missouri, a Municipal Corporation, and Watered Gardens, for the sale of one parcel located at the 500 Block of South Kentucky Avenue, totaling approximately 11,964 square feet of land; and authorizing the City Manager to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

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

Section 1. That the Real Estate Contract, in the amount of Twenty Thousand Three Dollars and No Cents ($20,003.00), by and between the City of Joplin, Missouri, a Municipal Corporation, and Watered Gardens for the sale of one parcel located at the 500 Block of South Kentucky Avenue, totaling approximately 11,964 square feet of land, a true and accurate copy of the same being attached hereto and incorporated herein as Exhibit "A", be and the same is hereby approved.

Section 2. That the property is described as "All of Lots Numbered 185 and 186 in Porter's Addition to the Town of Murphysburg, now a part of the City of Joplin, Jasper County, Missouri. Zoned C1."

Section 3. That the City Manager is hereby authorized and directed to execute said Contract, in substantially similar form, by and on behalf of the City of Joplin, Missouri.

Section 4. This Ordinance relating to the sale of property is declared by the City Council to be an emergency within this meaning of Section 2.12, subparagraph (1), of the Home Rule Charter of the City of Joplin, Missouri, and as such shall become effective immediately upon its passage.

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

of _____, 2022, by a _____vote.

_____
Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

EXHIBIT "A"

REAL ESTATE CONTRACT

THIS CONTRACT entered into this _____ day of _____ 2022, by and between **City of Joplin, Missouri,** a constitutionally chartered Missouri municipal corporation, hereinafter referred to as the **"Seller"** and Watered Gardens, hereinafter referred to as the **"Buyer".**

W I T N E S S E T H :

1. SALE AND PURCHASE. For and in consideration of the mutual obligations of the parties hereto, the Seller agrees to sell, and the Buyer agrees to buy, upon the terms and conditions hereinafter set out, located at 500 Block of South Kentucky Avenue, the real estate described as follows:

> "All of Lots Numbered 185 and 186 in Porter's Addition to the Town of Murphysburg, now a part of the City of Joplin, Jasper County, Missouri. Zoned C1, approximately 11,964 square feet more or less."

2. PURCHASE PRICE. The purchase price to be paid by the Buyers therefor is Twenty Thousand and Three Dollars ($20,003.00). The purchase price shall be payable at closing in cash or by cashier's check.

3. CONVEYANCE FORM. The Seller shall convey said real estate to Buyer by Quit Claim Deed, free and clear of all interest, liens, and encumbrances, except as stated herein.

4. EXCEPTIONS. The real estate shall be conveyed subject to the following:

a) Special assessments made prior to the execution of this contract and becoming a lien thereafter;

b) Zoning ordinances in effect at the date of the signing of this contract;

c) Easements, public or private, of record or not of record, which are clearly apparent to the ordinary person upon ordinary inspection of the premises; and

d) General taxes, state, county, and city, for the year of closing and subsequent years; and such other restrictions and easements of record as will not materially impair the use of improvements on the real estate. Taxes for the year in which this contract is closed shall be prorated to the date of closing.

5. CLOSING. The parties agree that Abbey Title Company shall be used as the title company for this closing. If the title is deemed good, the closing of this contract shall take place at Abbey Title on or before May 31, 2022, at which time all monies and papers shall be delivered and all other things called for by this contract at the time of closing, shall be done. Buyer shall pay all title commitment, title insurance, all closing cost and related fees and recording fees. Buyer shall request the title commitment once this contract is fully executed.

6. POSSESSION. Possession shall be delivered to the Buyer at the closing of this contract. All rents and deposits on the premises shall be transferred to Buyer at closing.

7. CONDITION OF PROPERTY. The Buyer has inspected and carefully examined the improvements located on the real estate and takes the real estate and improvements located thereon "AS IS", and neither the Seller nor any person on Seller's behalf has made, and does not make, any representations, warranties, or agreements as to the value, condition, quality, or suitability of said real estate or improvements.

8. IMPROVEMENTS. All improvements now on the above-described real estate shall be delivered to the Buyer at the time of closing in as good condition as they are now in at the time of this contract, ordinary wear and tear excepted; provided, however, if prior to the closing, any of the principal improvements be materially damaged, the Seller shall forthwith give the Buyer written notice thereof; and either party at their election, may void this contract by giving written notice thereof to the other party within five (5) days of receipt of the notice, or prior to the closing, whichever time first occurs, in which case this contract shall be null and void.

9. REPRESENTATIONS/WARRANTIES.

a) Seller covenants and represents to Buyer, which covenants shall be true and accurate at the time of closing, as follows:

1. Seller is a duly organized, validly existing municipality, and is in good standing under the laws of the State of Missouri and is possessed and vested with full power and authority to enter into and consummate, this Contract and to perform Seller's obligations hereunder.

2. The Joplin City Council and/or its duly authorized representatives must approve the transactions contemplated by this Contract, and the authorized representative of Seller has the authorization to execute this Contract and to do all other such acts and to take such other action as may be necessary to consummate this Contract, upon Council approval.

3. This Contract is a valid and binding agreement, enforceable in accordance with its terms.

4. There are no leases, tenancies or other rental arrangements pertaining to any portion of the property, and Seller owns fee simple title to the Property and has full right and lawful authority to enter into and perform Seller's obligations under this Contract.

b) Buyer covenants, represents, and warrants to Seller, as follows:

1. Buyer, is authorized to enter into this Contract and complete the transactions contemplated hereunder.

2. This Contract is a valid and binding agreement, enforceable in accordance with its terms.

10. RIGHT OF ENTRY. Prior to the Closing Date, with reasonable notice to Seller, Seller hereby authorizes Buyer, its assigns, successors in interest, agents, representatives, and consultants, sub-contractors, and prospective tenants, and their agents, representatives, and consultants, and sub-contractors, to enter the Property in order to investigate and inspect the Property and to perform any such tests they deem appropriate.

11. HOLD HARMLESS.

a) Seller hereby agrees to hold Buyer harmless against and from any and all loss, suits, causes of action, proceedings, costs, damages, liabilities and expense arising from the breach of any of Seller's representations, warranties, covenants or agreements herein contained. Such costs and expenses shall include, without limitation, attorneys' fees and costs of litigation arising out of or relating to Seller's breach.

b) Buyer hereby agrees to hold Seller harmless against and from any and all loss, suits, causes of action, proceedings, costs, damages, liabilities and expense arising from the breach of any of Buyer's representations, warranties, covenants or agreements herein contained, and from any injury or damage to Buyer, or its agents which occur upon, or at the property, during the inspection period. Such costs and expenses shall include, without limitation, attorneys' fees and costs of litigation arising out of or relating to Buyer's breach.

12. CLOSING REQUIREMENTS. Closing shall occur after approval of title commitment, as described hereinabove.

a) At closing, Seller shall do the following:

1. Duly execute, acknowledge and deliver to Buyer, a Quit Claim Deed conveying the Property to Buyer, free and clear of all liens, claims, pledges and encumbrances.

b) At closing, Buyer shall do the following:

1. Execute and provide at closing, all documents reasonably required by the City for closing.

2. Tender payment at closing for the purchase price and all associated closing costs described herein.

13. ASSIGNMENT. Neither party shall have the right and authority to assign this Contract without the other’s consent.

14. ENTIRE AGREEMENT. This Contract constitutes the entire agreement between the parties with respect to the subject matter hereof and there are no oral representations, warranties, conditions or agreements, expressed or implied, other than those expressly set forth herein. This Contract supersedes all previous negotiations, agreements and the like. No modifications to this Contract shall be effective unless in writing and signed by all parties to this Contract.

15. BINDING EFFECT. The terms, provisions, covenants, and conditions in this Contract shall apply to, and inure to, the benefit of, and be binding upon, the parties hereto and their respective successors in interest and assigns as herein permitted.

16. GOVERNING LAW. This Contract shall be governed by, and constructed in accordance with, the laws of the State of Missouri.

17. TIME. Time is of the essence of this Contract and each and every obligation of Seller under this Contract.

18. POSSESSION. The Seller shall provide Buyer full and exclusive possession upon closing, free and clear of any leases, written or oral, concerning the premises.

19. CONTINGENT UPON APPROVAL. This contract is contingent upon Buyer obtaining approval of this contract by its City Council, which Buyer shall obtain within thirty (30) days of the execution of the contract.

20. EARNEST MONEY. The parties agree that no earnest money shall be paid to the Seller to secure Buyer's performance of this Agreement.

21. REALTOR OR BROKER. Neither party has utilized a real estate agent or broker for this real estate contract.

IN WITNESS WHEREOF, the parties have hereunto set their hands to this Contract, the day and year first above written.

City of Joplin Missouri, a
Missouri Municipal Corporation

By_____

Nicholas Edwards, City Manager
"SELLER"

Watered Gardens

By: _____

James Whitford, Executive Director
"BUYER"

Attest:

By_____

Holly Nagy, City Clerk

Approved as to Form:

By_____

Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2022-605 – Approving the creation of a Transit Driver III job description and placement on the Salary Administration Plan

MEETING DATE
April 18, 2022

ORIGINATING DEPT
Human Resources

ATTACHMENTS
CB 2022-605 Ordinance; Exhibit "A" Salary Administration Plan; Transit Driver III Job Description

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

SUMMARY
This Council Bill approves the creation of the Transit Driver III position, job description and placement in the Salary Administration Plan.

BACKGROUND
In February 2022, the Federal Motor Carrier Safety Administration (FMCSA) changed the requirements needed to obtain a CDL with air brake and passenger endorsements to a current CDL. Drivers who already possess a CDL must complete a FMCSA approved/certified CDL program before they are allowed to take the driving skills test to add the endorsement.

The creation of the Transit Driver III position represents the skills and certifications required to meet FMCSA requirements to operate our large capacity trolleys for two of our three routes. This will allow the City to:

- Recruit 5 CDL Drivers either from the Transit II position (then obtain additional endorsements) or directly into the Transit III position with CDL and endorsements
- Provide driver flexibility to operate MAPS buses, smaller trolleys and larger capacity trolleys
- Increase services to residents

FUNDING SOURCE
The position will be funded by the Transportation Sales Tax Fund and MAPS Grant.

RECOMMENDATION
Staff recommends approval of this council bill on an emergency basis.

Job Description

Job Title:	Transit Driver III	Classification:	Classified
Department:	Public Works	Grade:	140
Occupational Group:	Drivers, Fleet Mechanics and Support	FLSA:	Non-Exempt
Status:	Full-Time	Supervisory:	None

Primary Purpose

Under limited supervision; operates a public transit vehicle to transport passengers on specified routes or manifests. Makes pick-ups and drop-offs for riders, including many who may be elderly or disabled.

Essential Job Functions

Management reserves the rights to add, modify, change, or rescind the work assignments of different positions and to make reasonable accommodations so that qualified employees can perform the essential functions of the job. Regular and consistent attendance for the assigned work schedule is essential.

1. Operates all transit vehicle types (MAPS and all trolleys (including greater than 15 passenger capacity); provides loading and departure assistance to riders needing personal assistance due to wheeled mobility devices or other disabilities.
2. Secures wheeled mobility devices in the vehicle with appropriate equipment and straps for safety after boarding and prior to rider departure.
3. Follows daily computerized manifest of scheduled trips when operating vehicles.
4. Inspects vehicles at the beginning and conclusion of shifts; cleans and sanitizes the interior of vehicles as needed.
5. Accepts fares from riders; accounts for fares received in accordance with City policy.
6. Communicates effectively with riders on the vehicle.
7. Executes safety plan in accordance with MAPS policy; provides first-aid in an emergency.
8. Contributes effectively to the Public Works Department, communicates effectively with co-workers, both within the department as well as outside the department. Maintains satisfactory attendance to ensure duties are performed without negatively impacting co-workers or delivery of service to the public.
9. Provides field training, training evaluation and mentoring to new drivers.

Other Duties

- Attends and participates effectively at departmental staff meetings.
- Maintains the confidentiality of files, records, reports as required by law, City policy, and procedures.
- Performs other duties as assigned.

Minimum Qualifications

Knowledge of: Public transportation safety rules and procedures; proper use and storage of safety equipment including wheelchair security straps, biohazard kits for emergency cleanups, and first-aid kits; general vehicle maintenance procedures and techniques including the ability to perform a vehicle safety pre-inspection; techniques for assisting and communicating effectively with elderly or disabled individuals; defensive driving techniques; streets and service area including the cities of Joplin, Webb City, Carterville, Oronogo, and Duenweg.

Skill in: Understanding and following oral and written instructions; communicating effectively and safely via two-way radio; establishing and maintaining effective working relationships with City employees and the public; providing timely and accurate service in public transit environment; accurately counting fares and money-handling; operating commercial vehicles safely; communicating effectively and professionally with riders, including those with disabilities; training drivers and evaluating training goals.

Education: High school diploma or HSE required.

Experience: Prior public or passenger transit driving experience, with a clean motor vehicle record (MVR), is required.

Licenses and Certifications: Possess and maintain a Class B Commercial Driver's License (CDL) with the passenger and airbrake endorsements.

Physical Demands Requirements and Working Conditions

This position works from within a transit vehicle for most of the shift. Must have hand strength and vision required to operate a large passenger vehicle safely while navigating city streets; strength, stamina, and mobility to perform light physical work and to perform rescue techniques; hearing and speech to communicate in-person and over the telephone or radio. The job involves extended sitting in a bus. Limited standing or walking required when stopped to inspect vehicles and identify problems or hazards. Must possess the ability to speak and communicate clearly with passengers and dispatch during transportation. Finger, hand, and lower extremity dexterity is needed to write daily reports and operate a passenger bus. Positions in this classification bend, stoop, kneel, twist, and reach when securing passengers using mobility devices. Employees must possess the ability to lift, carry, push, and pull materials and objects weighing up to 50 pounds. Employees are exposed to loud noise levels, hot temperatures, or other environmental factors. Employees may interact with upset members of the public and/or their representatives while enforcing departmental policies and procedures.

Miscellaneous Requirements

Requires successful post-offer completion of a background investigation, physical exam, and drug test as a condition of employment with the City of Joplin. Must submit to periodic drug testing as required by all applicable laws.

Revision dates:	Type of Change:
Revision details:	

COUNCIL BILL NO. 2022-605 **ORDINANCE NO.**

AN ORDINANCE approving the job description for Transit Driver III and the placement of the new position within the Salary Administration Plan for the City of Joplin; and containing an emergency clause.

WHEREAS, the Federal Motor Carrier Safety Administration (FMCSA) changed the requirements needed to obtain a CDL to include air brake and passenger endorsements; and,

WHEREAS, Trolley Drivers must possess the CDL with the endorsements; and,

WHEREAS, the new requirement has created the need for a third classification of Transit Drivers; and,

WHEREAS, the City Council of the City of Joplin desires to meet the requirements of the FMCSA for Trolley Drivers.

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

Section 1. That approval of the job description for Transit Driver III for the City of Joplin being attached hereto and incorporated herein and the same is hereby approved.

Section 2. That placement of the Transit Driver III position will be a Range 140 within the Salary Administration Plan as set forth in Exhibit "A".

Section 3. That the City Manager of the City of Joplin, Missouri, is hereby authorized to make the position change in accordance with the attached, for and on behalf of the City of Joplin.

Section 4. This Ordinance is declared by the City Council to be an emergency within this meaning of Section 2.12 (4) of the Home Rule Charter of the City of Joplin, Missouri, in that said Ordinance deals with budget changes for the current fiscal year and as such shall become effective immediately upon its passage.

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

of _____, 2022, by a _____vote.

_____
Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

CITY OF JOPLIN
EXHIBIT "A"-SALARY ADMINISTRATION PLAN
FOR CLASSIFIED AND UNCLASSIFIED POSITIONS
EFFECTIVE APRIL 18, 2022
* - unclassified position according to city charter (E) - exempt according to FLSA

Grade	Position (* - unclassified according to city charter)	Step 1 (hrly/annual)	Step 2 (hrly/annual)	Step 3 (hrly/annual)	Step 4 (hrly/annual)	Step 5 (hrly/annual)	Step 6 (hrly/annual)	Step 7 (hrly/annual)	Step 8 (hrly/annual)	Step 9 (hrly/annual)	Step 10 (hrly/annual)	Step 11 (hrly/annual)	Step 12 (hrly/annual)	Step 13 (hrly/annual)	Step 14 (hrly/annual)	Step 15 (hrly/annual)	Step 16 (hrly/annual)	Step 17 (hrly/annual)	Step 18 (hrly/annual)	Step 19 (hrly/annual)	Step 20 (hrly/annual)	Step 21 (hrly/annual)	Step 22 (hrly/annual)
100	Cook	$10.594	$10.806	$11.022	$11.242	$11.467	$11.697	$11.931	$12.169	$12.413	$12.661	$12.914	$13.172	$13.436	$13.704	$13.979	$14.258	$14.543	$14.834	$15.131	$15.433		
		$22,036	$22,476	$22,926	$23,383	$23,851	$24,330	$24,816	$25,312	$25,819	$26,335	$26,861	$27,398	$27,947	$28,504	$29,076	$29,657	$30,249	$30,855	$31,472	$32,101		
110	Custodian	$11.678	$11.912	$12.150	$12.393	$12.641	$12.893	$13.151	$13.414	$13.683	$13.956	$14.235	$14.520	$14.811	$15.107	$15.409	$15.717	$16.031	$16.352	$16.679	$17.013		
	Laborer I	$24,290	$24,777	$25,272	$25,777	$26,293	$26,817	$27,354	$27,901	$28,461	$29,028	$29,609	$30,202	$30,807	$31,423	$32,051	$32,691	$33,344	$34,012	$34,692	$35,387		
	Facilities Worker																						
	WIC Certifier																						
120	Airport Operations Worker	$12.263	$12.508	$12.758	$13.014	$13.274	$13.539	$13.810	$14.086	$14.368	$14.655	$14.949	$15.247	$15.552	$15.863	$16.181	$16.504	$16.834	$17.171	$17.515	$17.865		
	Court Assistant I	$25,507	$26,017	$26,537	$27,069	$27,610	$28,161	$28,725	$29,299	$29,885	$30,482	$31,094	$31,714	$32,348	$32,995	$33,656	$34,328	$35,015	$35,716	$36,431	$37,159		
	Transit Dispatcher																						
	Transit Driver I																						
130	Administrative Assistant	$12.875	$13.133	$13.395	$13.663	$13.936	$14.215	$14.499	$14.789	$15.085	$15.387	$15.695	$16.008	$16.329	$16.655	$16.988	$17.328	$17.675	$18.028	$18.389	$18.756		
	Automotive Service Worker	$26,780	$27,317	$27,862	$28,419	$28,987	$29,567	$30,158	$30,761	$31,377	$32,005	$32,646	$33,297	$33,964	$34,642	$35,335	$36,042	$36,764	$37,498	$38,249	$39,012		
	Breastfeeding Peer Counselor Coordinator																						
	Laborer II																						
	Recreation Leader																						
	Tourism Assistant																						
	Transit Driver II																						
	Wastewater Laboratory Assistant																						
	Wastewater Plant Utility Worker																						
140	Court Compliance Officer I	$13.518	$13.788	$14.064	$14.345	$14.632	$14.925	$15.223	$15.528	$15.838	$16.155	$16.478	$16.808	$17.144	$17.487	$17.837	$18.193	$18.557	$18.928	$19.307	$19.693		
	Detention Officer	$28,117	$28,679	$29,253	$29,838	$30,435	$31,044	$31,664	$32,298	$32,943	$33,602	$34,274	$34,961	$35,660	$36,373	$37,101	$37,841	$38,599	$39,370	$40,159	$40,961		
	Engineering Assistant																						
	Equipment Operator																						
	Human Resources Assistant																						
	Parks Caretaker																						
	Police Services Assistant																						
	Transit Driver III																						
	Utility Locator																						
150	Animal Control Officer	$14.195	$14.479	$14.768	$15.064	$15.365	$15.672	$15.986	$16.306	$16.632	$16.964	$17.304	$17.650	$18.003	$18.363	$18.730	$19.105	$19.487	$19.876	$20.274	$20.679		
	Court Assistant II	$29,526	$30,116	$30,717	$31,333	$31,959	$32,598	$33,251	$33,916	$34,595	$35,285	$35,992	$36,712	$37,446	$38,195	$38,958	$39,738	$40,533	$41,342	$42,170	$43,012		
	CVB Marketing Specialist																						
	Parks Facilities Maintenance Technician																						
	Recreation Coordinator																						
	Traffic Markings and Sign Technician																						
	Transit Driver Supervisor																						
160	Accounting Specialist	$15.650	$15.963	$16.282	$16.608	$16.940	$17.279	$17.624	$17.977	$18.336	$18.703	$19.077	$19.459	$19.848	$20.245	$20.650	$21.063	$21.484	$21.914	$22.352	$22.799		
	Automotive Technician I	$32,552	$33,203	$33,867	$34,545	$35,235	$35,940	$36,658	$37,392	$38,139	$38,902	$39,680	$40,475	$41,284	$42,110	$42,952	$43,811	$44,687	$45,581	$46,492	$47,422		
	Court Compliance Officer II																						
	Evidence Technician																						
	Heavy Equipment Operator																						
	Human Resources Specialist																						
	Legal Specialist																						
	Public Safety Communications Operator																						
	Wastewater Plant Operator																						
170	Assistant City Clerk	$16.434	$16.763	$17.098	$17.440	$17.789	$18.144	$18.507	$18.878	$19.255	$19.640	$20.033	$20.434	$20.842	$21.259	$21.684	$22.118	$22.560	$23.012	$23.472	$23.941		
	Case Investigator/Contact Tracer	$34,183	$34,867	$35,564	$36,275	$37,001	$37,740	$38,495	$39,266	$40,050	$40,851	$41,669	$42,503	$43,351	$44,219	$45,103	$46,005	$46,925	$47,865	$48,822	$49,797		
	Chief Wastewater Plant Operator																						
	Crime Analyst/Accreditation Coordinator																						
	Engineering Technician																						
	Executive Assistant/Secretary to City Manager																						
	Jail Shift Supervisor																						
	Lead Cemetery Caretaker																						
	Lead Parks Caretaker																						
	Neighborhood Improvement Officer																						
	Traffic Signal Technician																						
	Wastewater Laboratory Technician																						

Grade	Position (* - unclassified according to city charter)	Step 1 (hrly/annual)	Step 2 (hrly/annual)	Step 3 (hrly/annual)	Step 4 (hrly/annual)	Step 5 (hrly/annual)	Step 6 (hrly/annual)	Step 7 (hrly/annual)	Step 8 (hrly/annual)	Step 9 (hrly/annual)	Step 10 (hrly/annual)	Step 11 (hrly/annual)	Step 12 (hrly/annual)	Step 13 (hrly/annual)	Step 14 (hrly/annual)	Step 15 (hrly/annual)	Step 16 (hrly/annual)	Step 17 (hrly/annual)	Step 18 (hrly/annual)	Step 19 (hrly/annual)	Step 20 (hrly/annual)	Step 21 (hrly/annual)	Step 22 (hrly/annual)
180	Airport Operations Supervisor	$17.254	$17.599	$17.951	$18.310	$18.676	$19.050	$19.431	$19.819	$20.216	$20.620	$21.033	$21.453	$21.882	$22.320	$22.766	$23.222	$23.686	$24.160	$24.643	$25.136		
	Automotive Technician II	$35,888	$36,606	$37,338	$38,085	$38,846	$39,624	$40,416	$41,224	$42,049	$42,890	$43,749	$44,622	$45,515	$46,426	$47,353	$48,302	$49,267	$50,253	$51,257	$52,283		
	Building Maintenance Technician																						
	Nutritionist I																						
	Recycling Coordinator (E)																						
	Wastewater Plant Technician																						
190	Building Inspector	$18.117	$18.479	$18.849	$19.226	$19.610	$20.003	$20.403	$20.811	$21.227	$21.651	$22.085	$22.526	$22.977	$23.436	$23.905	$24.383	$24.871	$25.368	$25.876	$26.393		
	Construction Inspector	$37,683	$38,436	$39,206	$39,990	$40,789	$41,606	$42,438	$43,287	$44,152	$45,034	$45,937	$46,854	$47,792	$48,747	$49,722	$50,717	$51,732	$52,765	$53,822	$54,897		
	Environmental Public Health Specialist I																						
	GIS Technician																						
	Property Negotiator/Appraiser																						
200	Community Health Planner/Educator	$19.022	$19.402	$19.790	$20.186	$20.590	$21.002	$21.422	$21.850	$22.287	$22.733	$23.188	$23.651	$24.124	$24.607	$25.099	$25.601	$26.113	$26.635	$27.168	$27.711		
	Data Manager	$39,566	$40,356	$41,163	$41,987	$42,827	$43,684	$44,558	$45,448	$46,357	$47,285	$48,231	$49,194	$50,178	$51,183	$52,206	$53,250	$54,315	$55,401	$56,509	$57,639		
	Golf Course Maintenance Supervisor (E)																						
	Lead Case Investigator/Contact Tracer																						
	Nutritionist II																						
	Planner																						
	Public Safety Communications Supervisor																						
	Utility Billing Supervisor																						
	Wastewater Pretreatment Technician																						
210	Asst CVB Dir/Director of Sales/CVB (E)	$19.973	$20.372	$20.780	$21.196	$21.619	$22.052	$22.493	$22.943	$23.402	$23.870	$24.347	$24.834	$25.331	$25.837	$26.354	$26.881	$27.419	$27.967	$28.526	$29.097		
	Building Maintenance Supervisor (E)	$41,544	$42,374	$43,222	$44,088	$44,968	$45,868	$46,785	$47,721	$48,676	$49,650	$50,642	$51,655	$52,688	$53,741	$54,816	$55,912	$57,032	$58,171	$59,334	$60,522		
	Chief Wastewater Plant Technician																						
	Communications Technician																						
	Environmental Public Health Specialist II																						
	Fire Apparatus Fleet Manager																						
	IT Analyst																						
	Land Surveyor																						
	Public Safety Communications Manager (E)																						
300	Fleet Maintenance Supervisor (E)	$20.972	$21.391	$21.819	$22.256	$22.701	$23.155	$23.618	$24.090	$24.572	$25.063	$25.565	$26.076	$26.598	$27.130	$27.672	$28.226	$28.790	$29.366	$29.953	$30.552	$31.163	$31.787
	Golf Course Professional (E)	$43,622	$44,493	$45,384	$46,292	$47,218	$48,162	$49,125	$50,107	$51,110	$52,131	$53,175	$54,238	$55,324	$56,430	$57,558	$58,710	$59,883	$61,081	$62,302	$63,548	$64,819	$66,117
	Infrastructure Maintenance Supervisor (E)																						
	Plans Reviewer																						
	Recreation Manager (E)																						
	Wastewater Laboratory Supervisor																						
	Wastewater Pretreatment Inspector																						
310	Accountant (E)	$22.021	$22.461	$22.911	$23.369	$23.836	$24.313	$24.799	$25.295	$25.801	$26.317	$26.843	$27.380	$27.928	$28.487	$29.056	$29.637	$30.230	$30.835	$31.451	$32.080	$32.722	$33.376
	Assistant Wastewater Plant Superintendent (E)	$45,804	$46,719	$47,655	$48,608	$49,579	$50,571	$51,582	$52,614	$53,666	$54,739	$55,833	$56,950	$58,090	$59,253	$60,436	$61,645	$62,878	$64,137	$65,418	$66,726	$68,062	$69,422
	Communications Technician Manager																						
	Community Health Nurse (E)																						
	Emergency Management Coordinator (E)																						
	Jail Administrator (E)																						
	Public Information Officer (E)																						
	Regional Response Planner																						
	Transportation Coordinator (E)																						
	WIC Services Coordinator (E)																						
320	Assistant Director of Human Resources (E)	$23.122	$23.584	$24.056	$24.537	$25.028	$25.529	$26.039	$26.560	$27.091	$27.633	$28.186	$28.749	$29.324	$29.911	$30.509	$31.119	$31.742	$32.376	$33.024	$33.684	$34.358	$35.045
	Athletic Facilites Superintendent (E)	$48,094	$49,055	$50,036	$51,037	$52,058	$53,100	$54,161	$55,245	$56,349	$57,477	$58,627	$59,798	$60,994	$62,215	$63,459	$64,728	$66,023	$67,342	$68,690	$70,063	$71,465	$72,894
	Capital Improvement Project Manager (E)																						
	Cemetery Superintendent (E)																						
	Financial Analyst (E)																						
	Medical Services Coordinator (E)																						
	Museum Curator (E)																						
	Parks Maintenance Superintendent (E)																						
330	Airport Manager (E)	$24.279	$24.765	$25.260	$25.765	$26.280	$26.806	$27.342	$27.889	$28.447	$29.016	$29.596	$30.188	$30.792	$31.407	$32.036	$32.676	$33.330	$33.996	$34.676	$35.370	$36.077	$36.799
	Assistant City Prosecutor (E)	$50,500	$51,511	$52,541	$53,591	$54,662	$55,756	$56,871	$58,009	$59,170	$60,353	$61,560	$62,791	$64,047	$65,327	$66,635	$67,966	$69,326	$70,712	$72,126	$73,570	$75,040	$76,542
	Civil Engineer I (E)																						
	* Municipal Court Administrator (E)																						
340	CDBG Project Manager	$25.493	$26.003	$26.523	$27.053	$27.594	$28.146	$28.709	$29.283	$29.869	$30.466	$31.076	$31.697	$32.331	$32.978	$33.637	$34.310	$34.996	$35.696	$36.410	$37.138	$37.881	$38.639
	Chief Building Official (E)	$53,025	$54,086	$55,168	$56,270	$57,396	$58,544	$59,715	$60,909	$62,128	$63,369	$64,638	$65,930	$67,248	$68,594	$69,965	$71,365	$72,792	$74,248	$75,733	$77,247	$78,792	$80,369
	City Prosecutor (E)																						
	Infrastructure Superintendent (E)																						
	Network Administrator																						
	Wastewater Plant Superintendent (E)																						

Grade	Position (* - unclassified according to city charter)	Step 1 (hrly/annual)	Step 2 (hrly/annual)	Step 3 (hrly/annual)	Step 4 (hrly/annual)	Step 5 (hrly/annual)	Step 6 (hrly/annual)	Step 7 (hrly/annual)	Step 8 (hrly/annual)	Step 9 (hrly/annual)	Step 10 (hrly/annual)	Step 11 (hrly/annual)	Step 12 (hrly/annual)	Step 13 (hrly/annual)	Step 14 (hrly/annual)	Step 15 (hrly/annual)	Step 16 (hrly/annual)	Step 17 (hrly/annual)	Step 18 (hrly/annual)	Step 19 (hrly/annual)	Step 20 (hrly/annual)	Step 21 (hrly/annual)	Step 22 (hrly/annual)
350	Assistant City Attorney (E)	$26.767	$27.302	$27.848	$28.405	$28.973	$29.553	$30.144	$30.747	$31.362	$31.989	$32.629	$33.281	$33.947	$34.626	$35.318	$36.025	$36.745	$37.480	$38.230	$38.994	$39.774	$40.570
	Assistant Director of Health (E)	$55,675	$56,788	$57,924	$59,082	$60,264	$61,470	$62,700	$63,954	$65,233	$66,537	$67,868	$69,224	$70,610	$72,022	$73,461	$74,932	$76,430	$77,958	$79,518	$81,108	$82,730	$84,386
	Assistant Director of Planning, Development and Neighborhood Services (E)																						
	Civil Engineer II (E)																						
	* CVB Director (E)																						
360	Assistant Director of Public Works/Operations (E)	$28.106	$28.668	$29.241	$29.826	$30.423	$31.031	$31.652	$32.285	$32.931	$33.589	$34.261	$34.946	$35.645	$36.358	$37.085	$37.827	$38.584	$39.355	$40.142	$40.945	$41.764	$42.599
	Assistant Finance Director (E)	$58,460	$59,629	$60,821	$62,038	$63,280	$64,544	$65,836	$67,153	$68,496	$69,865	$71,263	$72,688	$74,142	$75,625	$77,137	$78,680	$80,255	$81,858	$83,495	$85,166	$86,869	$88,606
370	* Human Resources Director/Risk Mgmt (E)	$32.534	$33.185	$33.848	$34.525	$35.216	$35.920	$36.639	$37.371	$38.119	$38.881	$39.659	$40.452	$41.261	$42.086	$42.928	$43.786	$44.662	$45.555	$46.467	$47.396	$48.344	$49.311
		$67,671	$69,025	$70,404	$71,812	$73,249	$74,714	$76,209	$77,732	$79,288	$80,872	$82,491	$84,140	$85,823	$87,539	$89,290	$91,075	$92,897	$94,754	$96,651	$98,584	$100,556	$102,567
380	Assistant Director of Public Works/Engineering (E)	$34.163	$34.846	$35.543	$36.254	$36.979	$37.719	$38.473	$39.243	$40.027	$40.828	$41.645	$42.477	$43.327	$44.193	$45.077	$45.979	$46.898	$47.836	$48.793	$49.769	$50.764	$51.780
	* Community Health Director (E)	$71,059	$72,480	$73,929	$75,408	$76,916	$78,456	$80,024	$81,625	$83,256	$84,922	$86,622	$88,352	$90,120	$91,921	$93,760	$95,636	$97,548	$99,499	$101,489	$103,520	$105,589	$107,702
	* Director of Planning, Development and Neighborhood Services (E)																						
	* Parks & Recreation Director (E)																						
390	* Director of Information Technology (E)	$35.870	$36.587	$37.319	$38.066	$38.827	$39.603	$40.395	$41.203	$42.027	$42.868	$43.725	$44.600	$45.492	$46.402	$47.330	$48.276	$49.242	$50.227	$51.231	$52.256	$53.301	$54.367
	* Finance Director (E)	$74,610	$76,101	$77,624	$79,177	$80,760	$82,374	$84,022	$85,702	$87,416	$89,165	$90,948	$92,768	$94,623	$96,516	$98,446	$100,414	$102,423	$104,472	$106,560	$108,692	$110,866	$113,083
410	* Assistant City Manager (E)	$39.546	$40.337	$41.144	$41.967	$42.806	$43.662	$44.535	$45.426	$46.334	$47.261	$48.206	$49.170	$50.154	$51.157	$52.180	$53.224	$54.288	$55.374	$56.481	$57.611	$58.763	$59.939
	* Public Works Director (E)	$82,256	$83,901	$85,580	$87,291	$89,036	$90,817	$92,633	$94,486	$96,375	$98,303	$100,268	$102,274	$104,320	$106,407	$108,534	$110,706	$112,919	$115,178	$117,480	$119,831	$122,227	$124,673
162	Firefighter Trainee	$11.1508	$11.4275	$11.7043	$11.9815	$12.2579	$12.5350	$12.8120	$13.0886	$13.3657	$13.6425	$13.9193	$14.1961	$14.4732	$14.7497	$15.0268	$15.3036	$15.5804	$15.8575	$16.1339	$16.4111		
		$32,471	$33,277	$34,083	$34,890	$35,695	$36,502	$37,309	$38,114	$38,921	$39,727	$40,533	$41,339	$42,146	$42,951	$43,758	$44,564	$45,370	$46,177	$46,982	$47,789		
172	Firefighter/EMT	$11.7370	$12.0292	$12.3201	$12.6113	$12.9030	$13.1947	$13.4852	$13.7777	$14.0687	$14.3600	$14.6517	$14.9430	$15.2350	$15.5260	$15.8170	$16.1090	$16.4002	$16.6910	$16.9833	$17.2742		
		$34,178	$35,029	$35,876	$36,724	$37,574	$38,423	$39,269	$40,121	$40,968	$41,816	$42,666	$43,514	$44,364	$45,212	$46,059	$46,909	$47,757	$48,604	$49,455	$50,302		
192	Fire Driver/Engineer	$13.0669	$13.3798	$13.6928	$14.0050	$14.3183	$14.6312	$14.9440	$15.2565	$15.5697	$15.8826	$16.1950	$16.5080	$16.8207	$17.1338	$17.4464	$17.7582	$18.0711	$18.3840	$18.6970	$19.0096		
		$38,051	$38,962	$39,873	$40,783	$41,695	$42,606	$43,517	$44,427	$45,339	$46,250	$47,160	$48,071	$48,982	$49,894	$50,804	$51,712	$52,623	$53,534	$54,446	$55,356		
312	Fire Captain	$15.7941	$16.1711	$16.5484	$16.9258	$17.3025	$17.6790	$18.0557	$18.4331	$18.8100	$19.1860	$19.5635	$19.9402	$20.3177	$20.6947	$21.0708	$21.4478	$21.8251	$22.2024	$22.5782	$22.9555	$23.3324	$23.7097
		$45,993	$47,090	$48,189	$49,288	$50,385	$51,481	$52,578	$53,677	$54,775	$55,870	$56,969	$58,066	$59,165	$60,263	$61,358	$62,456	$63,555	$64,653	$65,748	$66,846	$67,944	$69,043
342	Battalion Chief	$26.647	$27.209	$27.769	$28.330	$28.890	$29.452	$30.012	$30.573	$31.134	$31.695	$32.255	$32.817	$33.377	$33.938	$34.499	$35.060	$35.620	$36.182	$36.741	$37.303	$37.863	$38.425
	Fire Marshal	$55,426	$56,595	$57,760	$58,926	$60,091	$61,260	$62,425	$63,592	$64,759	$65,926	$67,090	$68,259	$69,424	$70,591	$71,758	$72,925	$74,090	$75,259	$76,421	$77,590	$78,755	$79,924
	Fire Training Chief																						
		$19.0333	$19.4348	$19.8348	$20.2356	$20.6360	$21.0370	$21.4368	$21.8383	$22.2383	$22.6391	$23.0395	$23.4406	$23.8403	$24.2418	$24.6418	$25.0426	$25.4427	$25.8441	$26.2438	$26.6453	$27.0453	$27.4461
		$55,425	$56,594	$57,759	$58,926	$60,092	$61,260	$62,424	$63,593	$64,758	$65,925	$67,091	$68,259	$69,423	$70,592	$71,757	$72,924	$74,089	$75,258	$76,422	$77,591	$78,756	$79,923
362	Deputy Fire Chief (E)	$30.429	$31.027	$31.624	$32.222	$32.819	$33.416	$34.013	$34.611	$35.208	$35.805	$36.403	$37.000	$37.596	$38.193	$38.791	$39.388	$39.986	$40.583	$41.180	$41.777	$42.375	$42.972
		$63,292	$64,536	$65,778	$67,022	$68,264	$69,505	$70,747	$71,991	$73,233	$74,474	$75,718	$76,960	$78,200	$79,441	$80,685	$81,927	$83,171	$84,413	$85,654	$86,896	$88,140	$89,382
402	* Fire Chief (E)	$38.162	$39.048	$39.934	$40.821	$41.707	$42.593	$43.479	$44.365	$45.251	$46.137	$47.024	$47.910	$48.796	$49.682	$50.567	$51.453	$52.339	$53.226	$54.112	$54.998	$55.885	$56.771
		$79,377	$81,220	$83,063	$84,908	$86,751	$88,593	$90,436	$92,279	$94,122	$95,965	$97,810	$99,653	$101,496	$103,339	$105,179	$107,022	$108,865	$110,710	$112,553	$114,396	$116,241	$118,084
166	Airport Police Officer	$15.442	$15.844	$16.245	$16.647	$17.047	$17.449	$17.850	$18.251	$18.653	$19.054	$19.455	$19.856	$20.258	$20.659	$21.060	$21.462	$21.863	$22.264	$22.666	$23.067		
	Police Officer Trainee	$32,119	$32,956	$33,790	$34,626	$35,458	$36,294	$37,128	$37,962	$38,798	$39,632	$40,466	$41,300	$42,137	$42,971	$43,805	$44,641	$45,475	$46,309	$47,145	$47,979		
196	Police Officer	$18.168	$18.640	$19.112	$19.584	$20.056	$20.528	$21.000	$21.472	$21.944	$22.417	$22.889	$23.361	$23.833	$24.305	$24.777	$25.249	$25.721	$26.192	$26.666	$27.138		
		$37,789	$38,771	$39,753	$40,735	$41,716	$42,698	$43,680	$44,662	$45,644	$46,627	$47,609	$48,591	$49,573	$50,554	$51,536	$52,518	$53,500	$54,479	$55,465	$56,447		
206	Police Corporal	$19.575	$20.066	$20.555	$21.045	$21.535	$22.024	$22.514	$23.004	$23.494	$23.983	$24.474	$24.963	$25.453	$25.943	$26.433	$26.922	$27.412	$27.902	$28.391	$28.881		
		$40,716	$41,737	$42,754	$43,774	$44,793	$45,810	$46,829	$47,848	$48,868	$49,885	$50,906	$51,923	$52,942	$53,961	$54,981	$55,998	$57,017	$58,036	$59,053	$60,072		
316	Police Sergeant	$22.021	$22.553	$23.085	$23.617	$24.149	$24.681	$25.213	$25.745	$26.277	$26.810	$27.342	$27.874	$28.406	$28.937	$29.469	$30.001	$30.533	$31.065	$31.597	$32.129	$32.661	$33.193
		$45,804	$46,910	$48,017	$49,123	$50,230	$51,336	$52,443	$53,550	$54,656	$55,765	$56,871	$57,978	$59,084	$60,189	$61,296	$62,402	$63,509	$64,615	$65,722	$66,828	$67,935	$69,041
346	Police Captain (E)	$28.526	$29.189	$29.853	$30.517	$31.180	$31.843	$32.507	$33.171	$33.835	$34.497	$35.161	$35.825	$36.489	$37.153	$37.815	$38.479	$39.143	$39.807	$40.469	$41.133	$41.797	$42.461
		$59,334	$60,713	$62,094	$63,475	$64,854	$66,233	$67,615	$68,996	$70,377	$71,754	$73,135	$74,516	$75,897	$77,278	$78,655	$80,036	$81,417	$82,799	$84,176	$85,557	$86,938	$88,319
366	Assistant Police Chief (E)	$29.284	$30.003	$30.722	$31.440	$32.159	$32.878	$33.596	$34.316	$35.034	$35.752	$36.472	$37.190	$37.908	$38.627	$39.346	$40.064	$40.783	$41.502	$42.220	$42.940	$43.658	$44.376
		$60,911	$62,406	$63,902	$65,395	$66,891	$68,386	$69,880	$71,377	$72,871	$74,364	$75,862	$77,355	$78,849	$80,344	$81,840	$83,333	$84,829	$86,324	$87,818	$89,315	$90,809	$92,302
406	* Police Chief (E)	$37.665	$38.574	$39.484	$40.394	$41.305	$42.213	$43.124	$44.034	$44.943	$45.853	$46.763	$47.672	$48.583	$49.492	$50.401	$51.312	$52.222	$53.131	$54.041	$54.951	$55.860	$56.771
		$78,343	$80,234	$82,127	$84,020	$85,914	$87,803	$89,698	$91,591	$93,481	$95,374	$97,267	$99,158	$101,053	$102,943	$104,834	$106,729	$108,622	$110,512	$112,405	$114,298	$116,189	$118,084