JOPLIN CITY COUNCIL
REGULAR MEETING AGENDA
MONDAY, MAY 5, 2025
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. Joplin Sports Authority Quarterly Update

      Documents:

      CITY COUNCIL PRESENTATIONS MAY-25.PDF

4. **Finalization Of Consent Agenda**

5. **Reports And Communications**

   1. News From The Public Information Office

6. **Citizen Requests And Petitions**

7. **Public Hearings**

   1. Public Hearing Procedures

      Documents:

      PUBLIC HEARING PROCEDURES.PDF

   2. COUNCIL BILL NO. 2025-269
      AN ORDINANCE providing to vacate a utility easement, lying north of property described as 2100 E Rolla St, City of Joplin, Newton County, Missouri.

      Documents:

2025-269SUMMARY-UPDATED.PDF
269REPORT.PDF
269MINUTES.PDF
269APP.PDF
269MAP.PDF
269COUNCIL BILL.PDF

3. COUNCIL BILL NO. 2025-268
AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from R-1 (Single-Family Residential) and include in District C-1 (Neighborhood Commercial) property as described below and generally known as 410 W 26th St, Joplin, Jasper County, Missouri.

Documents:

2025-268SUMMARY.PDF
268REPORT.PDF
268MINUTES.PDF
268APP.PDF
268MAP.PDF
CB2025-268.PDF

8. Consent Agenda

1. Minutes Of The April 21, 2025, City Council Meeting

Documents:

APRIL 21, 2025 MINUTES.PDF

2. COUNCIL BILL NO. 2025-116
AN ORDINANCE approving a Work Authorization with Allgeier, Martin and Associates, Inc. in the not to exceed amount of One Hundred Fifty Thousand and 00/100 DOLLARS ($150,000.00) for engineering services associated with MS4 Permit and Floodplain Management Support and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin.

Documents:

CB2025-116.PDF

3. COUNCIL BILL NO. 2025-117
AN ORDINANCE authorizing the City of Joplin to enter into a work authorization with Allgeier, Martin and Associates, Inc. for engineering consultation services in the not to exceed amount of Seventy-Nine Thousand Five Hundred and 00/100 Dollars ($79,500.00) for the 2025 Evaluation and Rehabilitation Toolbox for Wastewater Collection System and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and, setting a date when this Ordinance shall

become effective.

Documents:

CB2025-117.PDF

4. COUNCIL BILL NO. 2025-121
AN ORDINANCE approving an amended work authorization with Olsson Inc. in the not to exceed amount of One Hundred Ninety-Nine Thousand Five Hundred Eighty Dollars ($199,580.00) for ARPA Stormwater additional design scope and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and setting a date when this ordinance shall become effective.

Documents:

CB2025-121.PDF

5. COUNCIL BILL NO. 2025-271
AN ORDINANCE authorizing the City of Joplin, Missouri, to enter into an Agreement with the Economic Security Corporation, for the purpose of cooperation in the provision of affordable housing; and authorizing the City Manager to execute the same by and on behalf of the City of Joplin.

Documents:

CB2025-271.PDF

9. **Resolutions**

10. **Ordinances - Emergency**

1. COUNCIL BILL NO. 2025-353
AN ORDINANCE approving the contract by and between the City of Joplin and B&D Yardbuilders for the demolition of the structure(s) and clearing of a lot located at 126 S Pearl Ave. in the City of Joplin, Missouri, for Six Thousand Four Hundred Seventy-Eight dollars ($6,478.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

Documents:

CB 2025-353 SUMMARY.PDF
CB 2025-353 PRESENTATION-UPDATED.PDF
BID TABULATION- CB 2025-353.PDF
CB 2025-353.PDF

2. COUNCIL BILL NO. 2025-513
AN ORDINANCE approving the Real Estate Contract by and between the City of Joplin, Missouri, a Municipal Corporation, and Terry Wright, for the

sale of one parcel located at 1215 Hill Street, totaling approximately 3,150 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 2025-513 SUMMARY LAND SALE 1215 HILL STREET .PDF
CB 2025-513 LAND SALE ORDINANCE 1215 HILL STREET.PDF
CB 2025-513 EXHIBIT A 1215 HILL ST REAL ESTATE CONTRACT.PDF
CB 2025-513 MAP OF 1215 HILL.PDF
CB 2025-513 BID TAB.PDF

3. COUNCIL BILL NO. 2025-514
AN ORDINANCE approving the Real Estate Contract by and between the City of Joplin, Missouri, a Municipal Corporation, and Lauren White, for the sale of one parcel located at 129 North Maple Street, totaling approximately 6,200 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 2025-514 SUMMARY LAND SALE 129 NORTH MAPLE STREET .PDF
CB 2025-514 LAND SALE ORDINANCE 129 N MAPLE STREET.PDF
CB 2025-514 EXHIBIT A 129 N MAPLE REAL ESTATE CONTRACT.PDF
CB 2025-514 MAP OF 129 N MAPLE.PDF
CB 2025-514 BID TAB.PDF

4. COUNCIL BILL NO. 2025-515
AN ORDINANCE approving the Real Estate Contract by and between the City of Joplin, Missouri, a Municipal Corporation, and Lauren White, for the sale of one parcel located at 831 South Ozark Street, totaling approximately 6,000 square feet of land; and authorizing the City Manager to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

Documents:

CB 2025-515 SUMMARY LAND SALE 831 S OZARK STREET .PDF
CB 2025-515 LAND SALE ORDINANCE 831 S OZARK STREET.PDF
CB 2025-515 EXHIBIT A 831 S OZARK REAL ESTATE CONTRACT.PDF
CB 2025-515 MAP OF 831 S OZARK.PDF
CB 2025-515 BID TAB.PDF

11. Ordinances - First Reading

1. COUNCIL BILL NO. 2025-120
AN ORDINANCE approving an Agreement and Purchase Order 2025A with Ace Pipe Cleaning, Inc. for the 2025 Evaluation and Rehabilitation Toolbox for Wastewater Collection System in the amount of Seven Hundred Fifty Thousand and 00/100 Dollars ($750,000.00) and authorizing the City

Manager or his designee to execute the same by and on behalf of the City of Joplin; and, setting a date when this Ordinance shall become effective.

Documents:

CB2025-120 SUMMARY - 2025 EVAL AND REHAB TOOLBOX (ACE PIPE) (1).PDF
CB2025-120 ORDINANCE - 2025 EVAL AND REHAB TOOLBOX (ACE PIPE).PDF
CB2025-120 AGREEMENT - 2025 EVAL AND REHAB TOOLBOX (ACE PIPE) (1).PDF
CB2025-120 BID SUMMARY - 2025 EVAL AND REHAB TOOLBOX (ACE PIPE).PDF
CB2024-120 MAP - 2025 EVAL AND REHAB TOOLBOX .PDF
CB2025-120 - 2026 ACTIVITIES PLAN - SYSTEM RENEWAL AND SSO REDUCTION PROGRAM (1).PDF

2. COUNCIL BILL NO. 2025-516
AN ORDINANCE adopting an updated step pay plan by reference the City Salary Administration Plan; establishing the annual salary of certain Classified and Unclassified positions for Fiscal Year 2024-2025; and, setting a date when this Ordinance shall become effective.

Documents:

CB 2025-516 SUMMARY UPDATED SALARY ADMINISTRATION PLAN EFFECTIVE JUNE 1 2025.PDF
CB 2025-516 ORDINANCE ADOPTING UPDATED STEP PAY PLAN FOR NEW POSITIONS.PDF
CB 2025-516 EXHIBIT A SALARY ADMINISTRATION PLAN.PDF

3. COUNCIL BILL NO. 2025-611
AN ORDINANCE approving a Contract by and between the City of Joplin and RAVENii, LLC., to implement Co-Managed Services and Network Upgrades; authorizing the City Manager to execute said Contract by and on behalf of the City of Joplin; and containing an effective date.

Documents:

CB2025-611 SUMMARY SHEET.PDF
CB2025-611 CO-MANAGED SERVICES AND NETWORK UPGRADES.PDF
FINAL OVERALL SCORES FOR RFP 2025-RFP-14.PDF
RAVENII_RESPONSE.PDF
RAVENII_MMSP_CITY OF JOPLIN_SOW_2025.PDF

12. Ordinances - Second Reading And Third Reading

13. Unfinished Business

14. New Business

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

Ad Omnia Parata

Together we are ready for anything.

Notice posted at 12:00 PM on this 1st day of May 2025 (RSMo 610.020)

JOPLIN SPORTS AUTHORITY

JOPLIN CITY COUNCIL

MAY 5, 2025

JOPLIN SPORTS AUTHORITY- WHAT ARE WE AND WHAT DO WE DO?

We are a 501 (C) (3); not for profit sports commission funded predominately by the city lodging tax.

Mission Statement:

The purpose of this corporation is to attract, promote, provide and support local, state, regional, national and international sporting events to the Joplin area, which will provide economic impact and enhance the quality of life for the residents of the Joplin area.

JOPLIN
SPORTS AUTHORITY

AGENDA:

1. Board membership
2. Review of two recent events
    1. 2025 NJCAA Division 2 Women's Basketball Championship
    2. 2025 KCAC Women's Golf Championship
3. Synapsis of Upcoming Event Schedule for FY 2025

JOPLIN
SPORTS AUTHORITY

THE JSA BOARD OF DIRECTORS

- Currently has 11 Board members in four categories (excluding Ex-Officio):
  - Appointed- MSSU AD, Joplin Schools AD, Director of Joplin CVB, Director of Joplin Parks and Recreation
  - Citizen Directors- four resident of the city selected by Joplin City Council
  - At-Large Directors- 3 area residents selected by the Joplin City Council
  - Ex-officio Board members- Mayor of Joplin or the designee & the Executive Director JSA (both Non-voting)*
- Current BOD:
- Officers: Chair-Jhan Hurn; Vice Chair- Patty Vavra; Treasurer- Dave Compton, Secretary-Darieus Adams, Executive Director- Jared Bruggeman*
- Directors: Matt Hiatt, Rob Mallory, Patrick Tuttle, Paul Bloomberg, ~~Christopher Byers~~, Hunter Perry, Mike Clark, Chuck Copple*

JOPLIN SPORTS AUTHORITY

2025 NJCAA DIVISION 2 WOMEN'S BASKETBALL NATIONAL CHAMPIONSHIP



- 20 WBB teams arriving 1 to 3 days before the competitions started on Monday, March 17, 2025.
- 32 WBB games in 6 days starting typically at 9AM each day and the last one ending approximately 10:30 PM.
- As a false double elimination bracket teams played a guaranteed two games and competed for an 8-place national finish

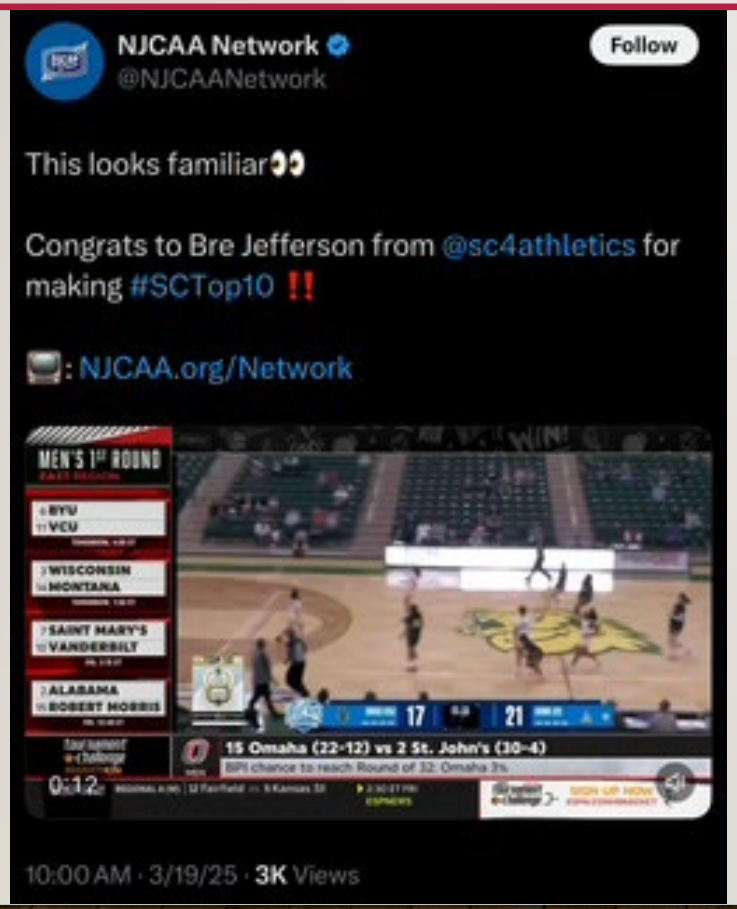
JOPLIN SPORTS AUTHORITY

2025 NJCAA DIVISION 2 WOMEN'S BASKETBALL NATIONAL CHAMPIONSHIP

- Amount of Merchandise sold: $30,100 (increase of $4k over 2024 #Back to Back Record Years)
- Room Nights: 1,461* (Participants only)
- Economic Impact: $890,465*
- Ticket Revenue: $37,100
- Number of official travel party members: 410
- Total Tax Revenues Generated: $65,774*
- ROI: 10.8:1

2025 NJCAA DIVISION 2 WOMEN'S BASKETBALL NATIONAL CHAMPIONSHIP





- National Media Coverage from NJCAA, JSA, the 20 Individual Colleges and also *included ESPN Top 10 Play of the Day*! (at #8)

2025 NJCAA DIVISION 2 WOMEN'S BASKETBALL NATIONAL CHAMPIONSHIP



- Team Locations for 20 teams: Alabama, Arizona (2), Kansas, Illinois (5), Iowa, Maryland, Michigan (3), Missouri, Nebraska, New Jersey, New York, and Virginia

RECAP OF OUR FIRST KCAC EVENT- THE 2025 KCAC WOMEN'S CHAMPIONSHIP





JOPLIN SPORTS AUTHORITY

RECAP OF OUR FIRST KCAC EVENT- THE 2025 KCAC WOMEN'S CHAMPIONSHIP

- The first ever KCAC event as we are now in their footprint
- We were awarded the Baseball bid for this year (which we hosted this last week and weekend) due to bid for KCAC.
- 65 Participants and held at Twin Hills



JOPLIN SPORTS AUTHORITY

RECAP OF OUR FIRST KCAC EVENT- THE 2025 KCAC WOMEN'S CHAMPIONSHIP





JOPLIN SPORTS AUTHORITY

SOME OF THE GREAT EVENTS SCHEDULED SO FAR FOR THIS FY2025!

- There are over 30 events scheduled as of right now; we anticipate that number growing marginally
- Low end of the estimate on participants in these events is over 11,500 (not including coaches, officials, support staff, parents and fans)
- Some of the larger and significant events include:
  - KCAC Baseball Championship (May)*
  - MIAA Baseball Championship (May)*
  - NJCAA Region 16 Baseball Championship (May)
  - MCSAA Spring Festival (May)
  - MSHSAA Boys Class 3 Golf State Championship (May)
  - Summer Baseball Tournaments including HOAT and one Premier Baseball Tournament
  - Ragnorak Swim Meet (July)
  - The AJGA Roper Honda Joplin Junior Championship (August)
  - The Southern Stampede (September)
  - MCSAA Fall Festival (October)
  - NCAA Division 2 Cross Country Central Regional (November)*New cycle for NCAA Bids
  - NCCAA D2 Volleyball (November)-Last of 3 year bid
  - NCCAA D1 & D2 M&W XC National Championship (November)*first of 4 year deal

JOPLIN SPORTS AUTHORITY

THANK YOU TO OUR SPONSORS!



KSN HD
12 abc HD KODE

MOE Budweiser

MOE's SOUTHWEST GRILL

PARKWOOD TOURNAMENTS

Joplin Schools

Saia Smile Center dental spa

Liberty

FREEMAN Health System
Orthopaedics & Sports Medicine

LAFERLA WILSON ORTHO
SPECIALIZING IN ORTHODONTICS
Creating smiles with style

OZARK CHRISTIAN COLLEGE

CROSSLAND CONSTRUCTION COMPANY, INC.

CHICAGO-STYLE PIZZERIA
GUSANO'S

MISSOURI SOUTHERN STATE UNIVERSITY

CLUB 609

MACCO BUILDERS

JOPLIN PARKS & RECREATION

THE JOPLIN GLOBE

SMC
OUR KNOWLEDGE IS YOUR POWER

Hackett Hot Wings

ARVEST BANK
Member FDIC

JOPLIN
Area Chamber of Commerce

ANY QUESTIONS?

- Contact Information:
- Jared Bruggeman
- Executive Director
- Joplin Sports Authority
- O: 417-625-1006
- Email: jared@joplinsports.org
- www.joplinsports.org

THANK YOU FOR YOUR TIME!



JOPLIN
SPORTS AUTHORITY

PUBLIC HEARING PROCEDURES

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

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

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

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

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

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

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

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

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

Thank you for your consideration and understanding.

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2025-269 – Vacation

MEETING DATE:
May 5, 2025

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

FUNDING SOURCE:

Not applicable for this item.

SUMMARY REQUEST:

Case 010-25: 2100 E Rolla St – Vacation – A request to vacate part of E Rolla St – Joplin Schools

BACKGROUND:

Joplin Schools is planning to construct a loading dock expansion on the North side of Royal Heights Elementary School. This expansion will encroach into the bus/parking lane, which is located within the right-of-way (East Rolla Street). The School is seeking a vacation of 0.09 Acres (3945n square feet), which encompasses the parking lane.

Joplin Schools requested a variance of 18 feet and 11.5 inches from the 25-foot setback to expand the dock. The Board of Adjustments approved this request on April 18, 2025.

PLANNING & ZONING COMMISSION TESTIMONY:

Mr. Pettit stated the request for street vacation is due to safety concerns. Mr. Pettit stated that the stairs from Royal Heights Elementary School lead onto Rolla Street, and they are looking to have them reconfigured to come off the side of the school instead of students immediately dispersing into the street. Mr. Pettit also explained that this vacation would allow the school to construct a new loading dock for deliveries. Mr. Pettit stated that the existing delivery dock has been removed, due to delivery trucks having to drive through the playground to make deliveries.

Dr. Rosenberg asked if this change would affect bus routes for loading and unloading of students.

Mr. Pettit stated that the bus routes would not be affected, since buses are loading and unloading students on the east side of the building.

Mr. Kimble asked if this would affect school drop-offs for students in the morning.
Mr. Pettit stated that this would not affect school drop-offs due to the new dock area ending where the car drop-off line will begin.

Mr. Kimble asked the representative if the fire lanes for the property would be affected.
Mr. Pettit stated that the only part of the fire lanes that will be affected are the west side of the fire lane line shown on the map.

PUBLIC COMMENT;

There was none.

RECOMMENDATIONS:
Staff recommends approving Council Bill 2025-269
Planning & Zoning Commission recommends approving Case 010-25 (6 in Favor, 0 Opposed, 1 Absent)

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

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

STAFF PLANNING REPORT
Vacation

CASE 010-25 A request to vacate right-of-way.

APPLICANT Joplin Schools

REPRESENTATIVE Joplin Schools

LOCATION 2100 E Rolla St

EXISTING CONDITIONS

Easement Type(s)	Easement Size
Street	Approximately 15′X50′

REASON FOR VACATION

The school needs to vacate part of Rolla St (where the bus lane is currently located) to construct a loading/unloading dock.

UTILITIES CURRENTLY LOCATED IN THE EASEMENT?

There are no existing utilities within the right-of-way. Utilities have consented to the vacation and waived their rights.

UTILITIES PLANNED TO LOCATE IN THE EASEMENT?

No utilities are planned to locate within the easement.

DISCUSSION

Joplin Schools is planning to construct a loading dock expansion on the North side of Royal Heights Elementary School. This expansion will encroach into the bus/parking lane, which is located within the right-of-way (East Rolla Street). The School is seeking the vacation of 0.09 Acres (3945n square feet), which encompasses the parking lane.

Staff recommends approval of Case 010-25.

ENCLOSURES

- Application
- Map

CASE 010-25: STREET VACATION

Mr. Kimble asked if the representative would step forward and state their name and address for the record.

Dave Pettit of 1301 S Picher Ave, Joplin, Missouri represented the case on behalf of the Joplin School District.

Mr. Pettit stated the request for street vacation is due to safety concerns. Mr. Pettit stated that the stairs from Royal Heights Elementary School lead onto Rolla Street, and they are looking to have them reconfigured to come off the side of the school instead of students immediately dispersing into the street. Mr. Pettit also explained that this vacation would allow the school to construct a new loading dock for deliveries. Mr. Pettit stated that the existing delivery dock has been removed, due to delivery trucks having to drive through the playground to make deliveries.

Mr. Kimble asked if the commission had any questions for the representative.

Dr. Rosenberg asked if this change would affect bus routes for loading and unloading of students.
Mr. Pettit stated that the bus routes would not be affected, since buses are loading and unloading students on the east side of the building.

Mr. Kimble asked if this would affect school drop-offs for students in the morning.
Mr. Pettit stated that this would not affect school drop-offs due to the new dock area ending where the car drop-off line will begin.

Mr. Kimble asked the representative if the fire lanes for the property would be affected.
Mr. Pettit stated that the only part of the fire lanes that will be affected are the west side of the fire lane line shown on the map.

Mr. Kimble asked if there was anyone in the audience that would like to speak in favor of this case.

Mr. Kimble asked if there was anyone in the audience that would like to speak in opposition to this case.

DR. ROSENBERG MADE A MOTION TO APPROVE CASE 010-25. THIS MOTION WAS SECONDED BY MS. WARREN. MOTION CARRIED. (6 IN FAVOR, 0 IN OPPOSITION, 1 ABSENT)

Vacation of Streets or Easements Application

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

Office Use Only
Case No.: O10 - 25
Filing Fee: $600.00
Received: 1/29/25
Date Advertised: _____
Proj. No.: 25-027
Public Hearing Date: _____

Applicant: Joplin Schools, Attn: Chad Greer, AIA Phone No.: 417.206.3134

Address: 825 S. Pearl Avenue Joplin, MO 64801 Email: chad@cornergreer.com

Owner: _____ Phone No.: _____

Address: _____ Email: _____

Location of Street or Easement: Refer Exhibit A

Type of Vacation: ☒ Street ☐ Easement ☐ Alley ☐ Plat

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

Yes	No	
☒	☐	Private rights will not be injured or endangered by the vacation.
☒	☐	The vacation will not cause the public to suffer a loss or inconvenience.
☒	☐	In justice to the applicant(s) the vacation should be granted.

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

Yes	No	
☒	☐	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.
☒	☐	Survey or such other drawing acceptable to the Director of Planning,

Development, & Neighborhood Services depicting the street, alley or public reservation sought to be vacated and the properties and property ownerships surrounding said street, alley, or public reservation.

☐ ☒ 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.

☒ ☐ 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	Gene Lollis	IL0967@att.com	417-499-7819
MoAm Water*	Robert Divine	robert.divine@amwater.com	
MoAm Water*	Drew Daniels	drew.daniels@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	
Allo Fiber	Brandon Warren	Brandon.warren@allofiber.com	
Allo Fiber	Chris Rowley	Chris.rowley@allofiber.com	402-430-2870
Spire Energy (Gas)**	Ken Stegall	ken.stegall@spireenergy.com	
Spire Energy (Gas)**	Mandy Butkovich	mandy.butkovich@spireenergy.com	816-472-3767
City Sanitary Sewer	Kaleb Roberts	kroberts@joplinmo.org	417-624-0820 x1531
City Stormwater	Kaleb Roberts	kroberts@joplinmo.org	417-624-0820 x1531

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

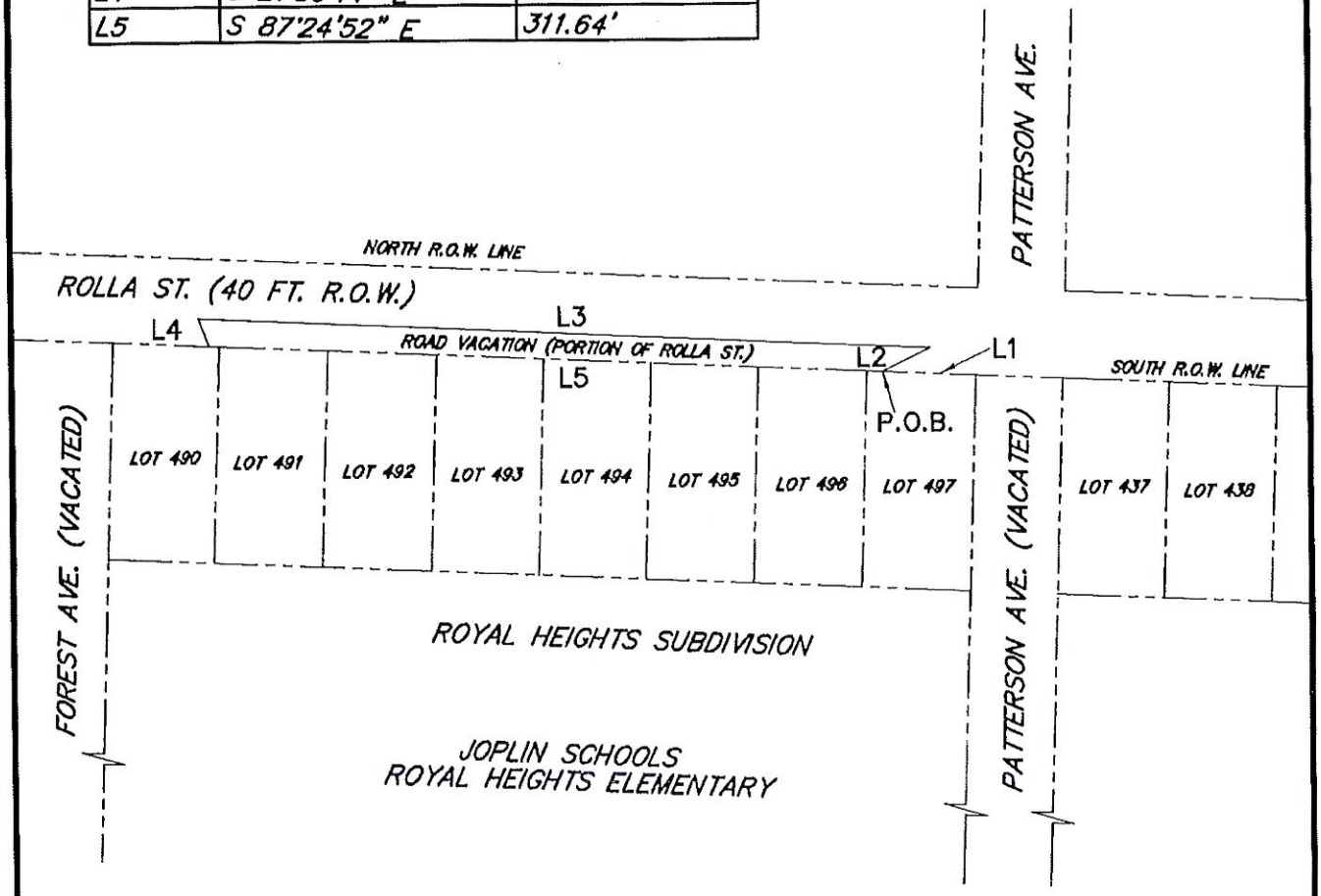
Signature: _____ (on behalf of Joplin Schools) **Date:** 2025.01.28

EXHIBIT "A"
ROAD VACATION

LINE	BEARING	DISTANCE
L1	N 87°24'52" W	42.84'
L2	N 63°41'53" E	24.48'
L3	N 87°18'46" W	338.65'
L4	S 21°36'14" E	13.62'
L5	S 87°24'52" E	311.64'

SCALE: 1"=80'

BASIS OF BEARINGS: MISSOURI STATE PLANE COORDINATE SYSTEM, WEST ZONE.



DWN. BY: DDC	EXHIBIT "A" ROLLA STREET ROAD VACATION	DWG. NO. 1
CKD. BY: DDC		
APPD. BY: DDC		
DATE :1-14-2024	JOPLIN, MO	

ALLGEIER, MARTIN and ASSOCIATES, INC.
CONSULTING ENGINEERS and SURVEYORS
7231 EAST 24th STREET JOPLIN, MISSOURI 64804 (417) 680 - 7200

EXHIBIT "A"
ROAD VACATION

A PORTION OF ROLLA STREET TO BE VACATED LYING ALONG THE NORTH LINE OF LOTS 490 THROUGH 497 IN ROYAL HEIGHTS SUB–DIVISION. LOCATED IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI. BEING DESCRIBED MORE FULLY AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 497 IN SAID SUB–DIVISION; THENCE N87°24'52"W, 42.84 FEET ALONG THE NORTH LINE OF SAID LOTS AND THE APPARENT SOUTH RIGHT–OF–WAY LINE OF ROLLA STREET TO THE POINT OF BEGINNING;

THENCE N63°41'53"E, 24.48 FEET LEAVING SAID LINE; THENCE N87°18'46"W, 338.65 FEET; THENCE S21°36'14"E, 13.62 FEET TO SAID NORTH LINE OF LOTS AND SAID APPARENT RIGHT–OF–WAY LINE OF ROLLA STREET; THENCE S87°24'52"E, 311.64 FEET ALONG SAID LINE TO THE POINT OF BEGINNING.

CONTAINING 0.09 ACRES (3945 SQUARE FEET) MORE OR LESS.
BASIS OF BEARINGS: MISSOURI STATE PLANE COORDINATE, WEST ZONE (GRID)

SURVEYOR'S DECLARATION:

ON THE 14TH DAY OF JANUARY, 2025, THE HEREON PLATTED AND DESCRIBED EXHIBIT WAS MADE UNDER MY SUPERVISION.

ALL COPIES THAT DO NOT BEAR AN ORIGINAL SEAL AND SIGNATURE MAY HAVE BEEN ALTERED.



1/14/24

ALLGEIER, MARTIN & ASSOCIATES
BY DARIN D. CARPENTER (AGENT)

SIGNATURE IN BLUE INK
SEAL IN RED INK

DARIN D. CARPENTER
LS 2006000168

DWN. BY: DDC	EXHIBIT "A"	DWG. NO.
CKD. BY: DDC	ROLLA STREET ROAD VACATION	2
APPD. BY: DDC	JOPLIN, MO	
DATE :1–14–2024		

ALLGEIER, MARTIN and ASSOCIATES, INC.
CONSULTING ENGINEERS and SURVEYORS
7231 EAST 24th STREET JOPLIN, MISSOURI 64804 (417) 680 - 7200

A PORTION OF ROLLA STREET TO BE VACATED LYING ALONG THE NORTH LINE OF LOTS 490 THROUGH 497 IN ROYAL HEIGHTS SUB-DIVISION. LOCATED IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI. BEING DESCRIBED MORE FULLY AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 497 IN SAID SUB-DIVISION; THENCE N87°24'52"W, 42.84 FEET ALONG THE NORTH LINE OF SAID LOTS AND THE APPARENT SOUTH RIGHT-OF-WAY LINE OF ROLLA STREET TO THE POINT OF BEGINNING;

THENCE N63°41'53"E, 24.48 FEET LEAVING SAID LINE; THENCE N87°18'46"W, 338.65 FEET; THENCE S21°36'14"E, 13.62 FEET TO SAID NORTH LINE OF LOTS AND SAID APPARENT RIGHT-OF-WAY LINE OF ROLLA STREET; THENCE S87°24'52"E, 311.64 FEET ALONG SAID LINE TO THE POINT OF BEGINNING.

CONTAINING 0.09 ACRES (3945 SQUARE FEET) MORE OR LESS.

BASIS OF BEARINGS: MISSOURI STATE PLANE COORDINATE, WEST ZONE (GRID)

Utility Comments: Vacation of Streets, Alleys, & Easements

City of Joplin
Planning, Development, & Neighborhood Services
602 S. Main St., Joplin, MO 64801
417-624-0820 ext. 1511
Zoning-Planning@JoplinMO.org

Case Number: 010-25
Applicant: Joplin Schools / Corner Greer
Phone: 417-206-3134
Email: chad@cornergreer.com

Be it known that Joplin Schools, *being owners of real estate abutting or withholding a street, alley, or easement, desires to petition the City of Joplin, Missouri, to pass an ordinance vacating:* a portion of Rolla Street (see attached)

Located at: Royal Heights Elementary School - 2100 Rolla St

For the following purpose: To construct a building addition (loading dock)

For Utility Use:

1. Our utility has facilities or interest within this right-of-way:
   ☐ Yes (proceed to #2) ☒ No (form complete)

2. Our utility:
   ☐ has no objection
   ☐ objects to vacation and will not waive objection under any conditions (describe below, or on separate sheet.)

   ☐ will waive objections subject to the following conditions (describe below, or on separate sheet.)
      ☐ Retain utility easement and protect facilities
      ☐ Relocate facilities
      ☐ Other:

Please return this form within **21 days** to the applicant listed above.

Alex Sammet (Feb 11, 2025 19:44 CST)

Authorized Representative

02/11/2025
Date

Spire
Name of Utility

Spire Missouri Inc.
700 Market St.
St. Louis, MO 63101

February 1st, 2025

Joplin Schools

Re: VACATION OF A PORTION OF ROLLA STREET TO CONSTRUCT A LOADING DOCK

Vacation: A PORTION OF ROLLA STREET TO BE VACATED LYING ALONG THE NORTH LINE OF LOTS 490 THROUGH 497 IN ROYAL HEIGHTS SUB-DIVISION. LOCATED IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI.

Joplin Schools,

In response to the letter dated January 29th, 2025 relative to the above referenced vacation request.

Please be advised that Spire Missouri Inc. ("Spire") has no facilities located within the area which is requested to be vacated.

Sincerely,

Alex Sammet (Feb 11, 2025 19:44 CST)

Alex Sammet
Manager Right of Way & Land Management
Spire Missouri Inc.

TJF:MRS
cc: chad@cornergreer.com

Engineering Dept. Approval: Jose Arellano

System Planning Approval: PC
PC

Signature: Jose Arellano
Email: jose.arellano@spireenergy.com

Signature: Phil Cellitti
Phil Cellitti (Feb 12, 2025 05:04 CST)
Email: phil.cellitti@spireenergy.com

Utility Comments: Vacation of Streets, Alleys, & Easements

City of Joplin
Planning, Development, & Neighborhood Services
602 S. Main St., Joplin, MO 64801
417-624-0820 ext. 1511
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     - ☐ Relocate facilities
     - ☐ Other:

Please return this form within **21 days** to the applicant listed above.

Authorized Representative — Date: 2/7/25

Spark light
Name of Utility

Utility Comments: Vacation of Streets, Alleys, & Easements

City of Joplin
Planning, Development, & Neighborhood Services
602 S. Main St., Joplin, MO 64801
417-624-0820 ext. 1511
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      ☐ Other:

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JOHN CRUZ
Authorized Representative

2/5/2025
Date

sewer
Name of Utility

Utility Comments: Vacation of Streets, Alleys, & Easements

City of Joplin
Planning, Development, & Neighborhood Services
602 S. Main St., Joplin, MO 64801
417-624-0820 ext. 1511
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     - ☐ Relocate facilities
     - ☐ Other:

Please return this form within **21 days** to the applicant listed above.

Jerry Herron — Authorized Representative
2.5.2025 — Date
Republic Services — Name of Utility

Utility Comments: Vacation of Streets, Alleys, & Easements

JOPLIN
MISSOURI

City of Joplin
Planning, Development, & Neighborhood Services
602 S. Main St., Joplin, MO 64801
417-624-0820 ext. 1511
Zoning-Planning@JoplinMO.org

Case Number: 010-25
Applicant: Joplin Schools / Corner Greer
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     - ☐ Retain utility easement and protect facilities
     - ☐ Relocate facilities
     - ☐ Other:

Please return this form within **21 days** to the applicant listed above.

Matthew A. Barnhart
Authorized Representative

1-31-2025
Date

Missouri American Water Co.
Name of Utility

Utility Comments: Vacation of Streets, Alleys, & Easements

City of Joplin
Planning, Development, & Neighborhood Services
602 S. Main St., Joplin, MO 64801
417-624-0820 ext. 1511
Zoning-Planning@JoplinMO.org

Case Number: 010-25
Applicant: Joplin Schools / Corner Greer
Phone: 417-206-3134
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     - ☐ Retain utility easement and protect facilities
     - ☐ Relocate facilities
     - ☐ Other:

Please return this form within **21 days** to the applicant listed above.

Kaleb Roberts — Authorized Representative

1/23/25 — Date

Storm Water — Name of Utility

Utility Comments: Vacation of Streets, Alleys, & Easements

City of Joplin
Planning, Development, & Neighborhood Services
602 S. Main St., Joplin, MO 64801
417-624-0820 ext. 1511
Zoning-Planning@JoplinMO.org

Case Number: 010-25
Applicant: Joplin Schools / Corner Greer
Phone: 417-206-3134
Email: chad@cornergreer.com

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     - ☐ Relocate facilities
     - ☐ Other:

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Gene Lollis
Authorized Representative

01/30/2025
Date

AT&T
Name of Utility

Utility Comments: Vacation of Streets, Alleys, & Easements

City of Joplin
Planning, Development, & Neighborhood Services
602 S. Main St., Joplin, MO 64801
417-624-0820 ext. 1511
Zoning-Planning@JoplinMO.org

Case Number: O10-25
Applicant: Joplin Schools / Corner Greer
Phone: 417-206-3134
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     - ☐ Relocate facilities
     - ☐ Other:

Please return this form within **21 days** to the applicant listed above.

Authorized Representative — Date: 1-29-25

Liberty Utilities
Name of Utility

Utility Comments: Vacation of Streets, Alleys, & Easements

City of Joplin
Planning, Development, & Neighborhood Services
602 S. Main St., Joplin, MO 64801
417-624-0820 ext. 1511
Zoning-Planning@JoplinMO.org

Case Number: 010-25
Applicant: Joplin Schools / Corner Greer
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   - ☐ Retain utility easement and protect facilities
   - ☐ Relocate facilities
   - ☐ Other:

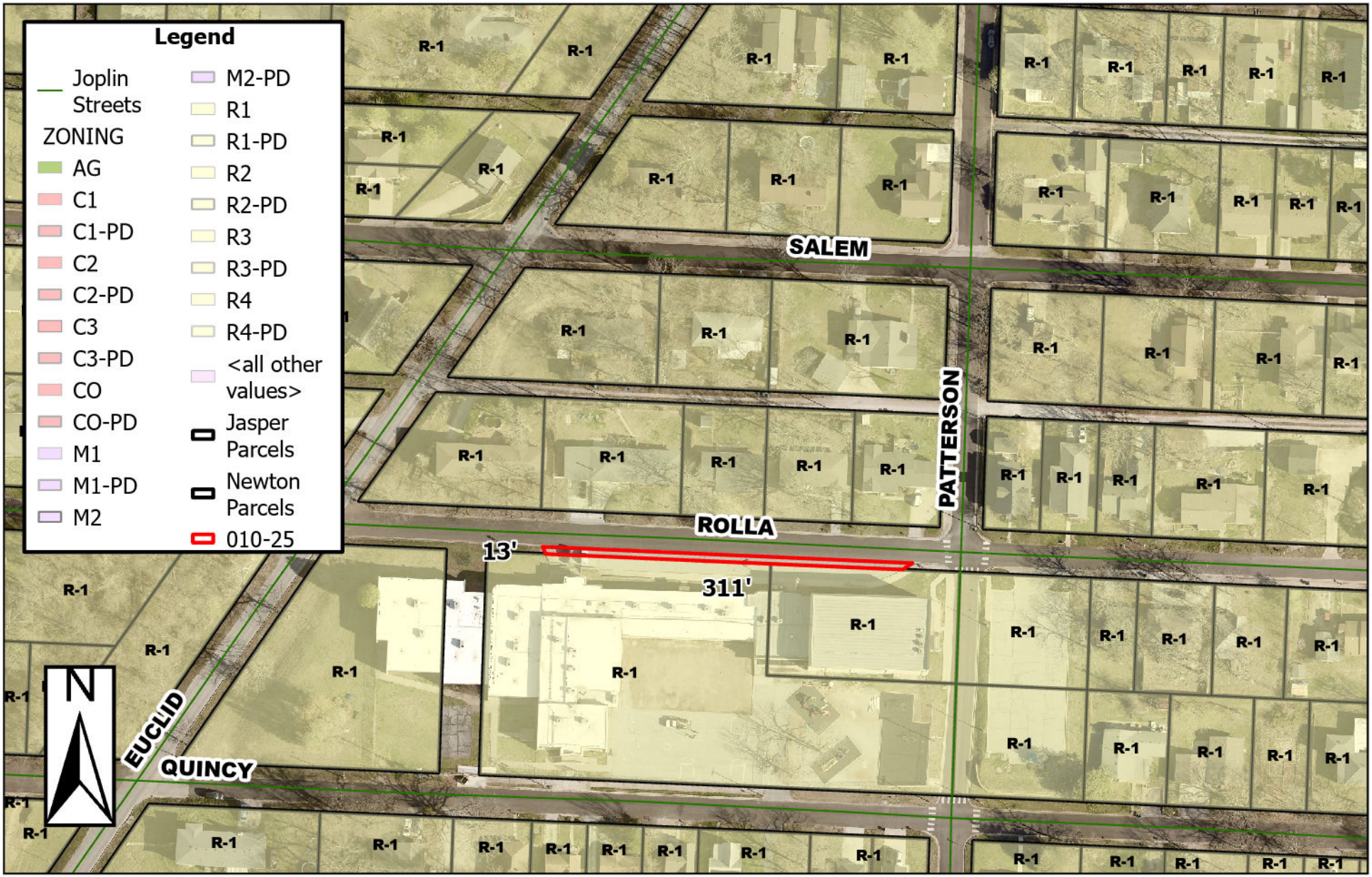
Please return this form within **21 days** to the applicant listed above.

Chris Rowley — Authorized Representative

2/5/2025 — Date

ALLO Fiber — Name of Utility

Case 010-25: Street Vacation



2100 Rolla St – Street Vacation – A request to vacate a section of Rolla St – Joplin Schools

0 40 80 160 240 320
Feet

P & Z Case 010-25
Joplin Schools
(P & Z Recommended Approval)

COUNCIL BILL NO. 2025-269 ORDINANCE NO.

AN ORDINANCE providing to vacate part of a street, lying north of property described as 2100 E Rolla 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 vacation of part of a street at property described as 2100 E Rolla St, City of Joplin, Jasper County, Missouri, described as follows is hereby vacated, conveyed, relinquished, and reverted to the owners of the lots and land:

A PORTION OF ROLLA STREET TO BE VACATED LYING ALONG THE NORTH LINE OF LOTS 490 THROUGH 497 IN ROYAL HEIGHTS SUB-DIVISION. LOCATED IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI. BEING DESCRIBED MORE FULLY AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF LOT 497 IN SAID SUB-DIVISION; THENCE N87°24'52"W, 42.84 FEET ALONG THE NORTH LINE OF SAID LOTS AND THE APPARENT SOUTH RIGHT-OF-WAY LINE OF ROLLA STREET TO THE POINT OF BEGINNING; THENCE N63°41'53"E, 24.48 FEET LEAVING SAID LINE; THENCE N87°18'46"W, 338.65 FEET; THENCE S21°36'14"E, 13.62 FEET TO SAID NORTH LINE OF LOTS AND SAID APPARENT RIGHT-OF-WAY LINE OF ROLLA STREET; THENCE S87°24'52"E, 311.64 FEET ALONG SAID LINE TO THE POINT OF BEGINNING. CONTAINING 0.09 ACRES (3945 SQUARE FEET) MORE OR LESS. BASIS OF BEARINGS: MISSOURI STATE PLANE COORDINATE, WEST ZONE (GRID).

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of_____, 2025, by a vote of _____.

_____
Keenan T. Cortez, Mayor

ATTEST:

_____

Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2024-268 – Rezoning

MEETING DATE:
May 5, 2025

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

FUNDING SOURCE:

Not applicable for this item.

SUMMARY REQUEST:

Case 015-25: 410 W 26th St – Rezoning – A request to rezone from District R-1 (Single-Family Residential) to District C-1 (Neighborhood Commercial) – Darren Collins

BACKGROUND:

The owner, Darren Collins, owns this lot and the lot to the East, which is presently a salon. The owner wishes to market this property for commercial development and is requesting a C-1 designation.
The Future Land Use Plan identifies this corridor as Multi-Use Residential-Commercial-Office, which allows for Low to High Density Residential, Retail-Commercial, and Office/Institutional Uses.

PLANNING & ZONING COMMISSION TESTIMONY:

Mr. Collins explained that his wife owns and runs a beauty salon on the adjacent property. Mr. Collins stated they purchased the property for extra parking for his wife's salon. Mr. Collins stated that they are looking to sell both properties together, but the buyer would like this property to be zoned the same as the other.

PUBLIC COMMENT;

There was none.

RECOMMENDATIONS:
Staff recommends approving Council Bill 2025-268
Planning & Zoning Commission recommends approving Case 015-25 (6 in Favor, 0 Opposed, 1 Absent)

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

Z&P Meeting: April 14, 2025
City Council Meeting: May 5, 2025

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

STAFF PLANNING REPORT
Rezoning

CASE 015-25 A request to rezone from District R-1 (Single-Family Residential) to District C-1 (Neighborhood Commercial)

LOCATION 410 W 26th St

APPLICANT Darren Collins

EXISTING CONDITIONS

Zoning	Land Use	Property Size
R-1	Vacant	Approximately 0.14 Acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	R-1	C-1	R-1	R-1
Land Use	Utility	Service (Salon)	Single-Family Home	Single-Family Home

FUTURE LAND USE

The property is identified as part of the Multi-Use Residential-Commercial-Office 26th Street Corridor in the 2012 Comprehensive Plan.

TRANSPORTATION

Streets with access	Classification	Right-of-way width
W 26th St	Arterial	100′

UTILITIES

City Utilities are in place.

FLOOD PLAIN

This property is not in the flood plain.

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

The Future Land Use Plan identifies this corridor as Multi-Use Residential-Commercial-Office, which allows for Low to High Density Residential, Retail-Commercial, and Office/Institutional Uses.

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

R-1 significantly restricts the utility of this property. With frontage along an arterial street, and being identified as a retail-commercial corridor, the highest and best use for this property is C-1.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

This rezoning will not detrimentally affect nearby properties. Due to the commercial designation of this corridor, many of the properties along 26th St have already been rezoned to either C-O or C-1. Buffers are required for development (15 feet, landscaped) to address conflicting zoning districts.

DISCUSSION

The owner, Darren Collins, owns this lot and the lot to the East, which is presently a salon. The owner wishes to market this property for commercial development and is requesting a C-1 designation.

Staff recommends approval of Case 015-25.

ENCLOSURES

- Map of property
- Application

CASE 015-25: REZONING

Mr. Kimble asked if the representative would step forward and state their name and address for the record.

Darren Collins of 3600 SE 110th Street, Galena, Kansas presented the case.

Mr. Collins explained that his wife owns and runs a beauty salon on the adjacent property. Mr. Collins stated they purchased the property for extra parking for his wife's salon. Mr. Collins stated that they are looking to sell both properties together, but the buyer would like for this property to be zoned the same as the other.

Mr. Kimble asked if the commission had any questions for the applicant.

Mr. Kimble asked if there was anyone in the audience that would like to speak in favor of this case.

Mr. Kimble asked if there was anyone in the audience that would like to speak in opposition to this case.

MR. SPRUCE MADE A MOTION TO APPROVE CASE 015-25. THIS MOTION WAS SECONDED BY MRS. KLUE-MICHAEL. MOTION CARRIED. (6 IN FAVOR, 0 IN OPPOSITION, 1 ABSENT)

Rezoning Application

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

Office Use Only
Case No.: ~~REZ~~-015-25
Filing Fee: $600.00
Received: 3/10/25
Date Advertised: _____
Proj. No.: 25-025
Public Hearing Date: 4/14/25

Applicant: Derrick Diana Collins Phone No.: (417)437-2597
Address: 3600 SE 110th St Galena KS 66739 Email: 558dawn@gmail.com
Owner: Same Phone No.: _____
Address: _____ Email: _____
Location of Property: 410 W 26th
Present Use of Property: Vacant
Proposed Use of Property: Rec/Entertainment - Fitness Studio
Current Zoning: R-1 Requested Zoning: C-1

Surrounding Land Use and Zoning:

	Land Use	Zoning
North	R-1	Substation
South	R-1	Residential
East	C-1	Salon
West	R-1	Residential

Character of the Neighborhood: Commercial/Single Family

Relationship to Existing Zoning Pattern:

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

If yes, explain: Zoned Residential

Conformance with Comprehensive Plan:

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

Traffic Conditions:

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

Street(s) with Access to Property: 26th St

Classification of Street(s):

Arterial ☐ Collector ☐ Local ☐

Right-of-Way Width: _____

Subdivision Platting:

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

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

Additional Platting Comments: _____

_____

_____

Unique Characteristic of Property and/or Additional Comment:

Rezoning for Sale of Property.

_____

_____

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

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

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

Signature: Diane Collins **Date:** 3/10/25

Z & P Item 56-92
Darren Collins
(Z & P recommended approval)

A M E N D E D
COUNCIL BILL NO. 9 2 - 1 0 8 **ORDINANCE NO. 9 2 - 1 2 0**

AN ORDINANCE amending Ordinance No. 25793, passed by the Council of the City of Joplin, Missouri, March 18, 1968, by removing from District "R-1" and including in District "C1A" property located at 2602 Byers Avenue in the City of Joplin, Jasper County, Missouri, for the construction of a beauty shop.

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

Section 1. Having referred the subject matter of this ordinance to the City Zoning and Planning Commission and having given at least fifteen days notice of time and place of hearing on same by publication in the Joplin Globe, Ordinance No. 25793 is hereby amended by removing the following described property from District "R-1" and including same in District "C1-A":

ALL OF LOT NO. 1 in Pyle's SubDivision to Lot No. 1 in Mohaska SubDivision to the City of Joplin, Jasper County, Missouri, located at 2602 Byers Avenue.

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 for thereon.

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

this the 3rd Day of August 1992.

Mayor

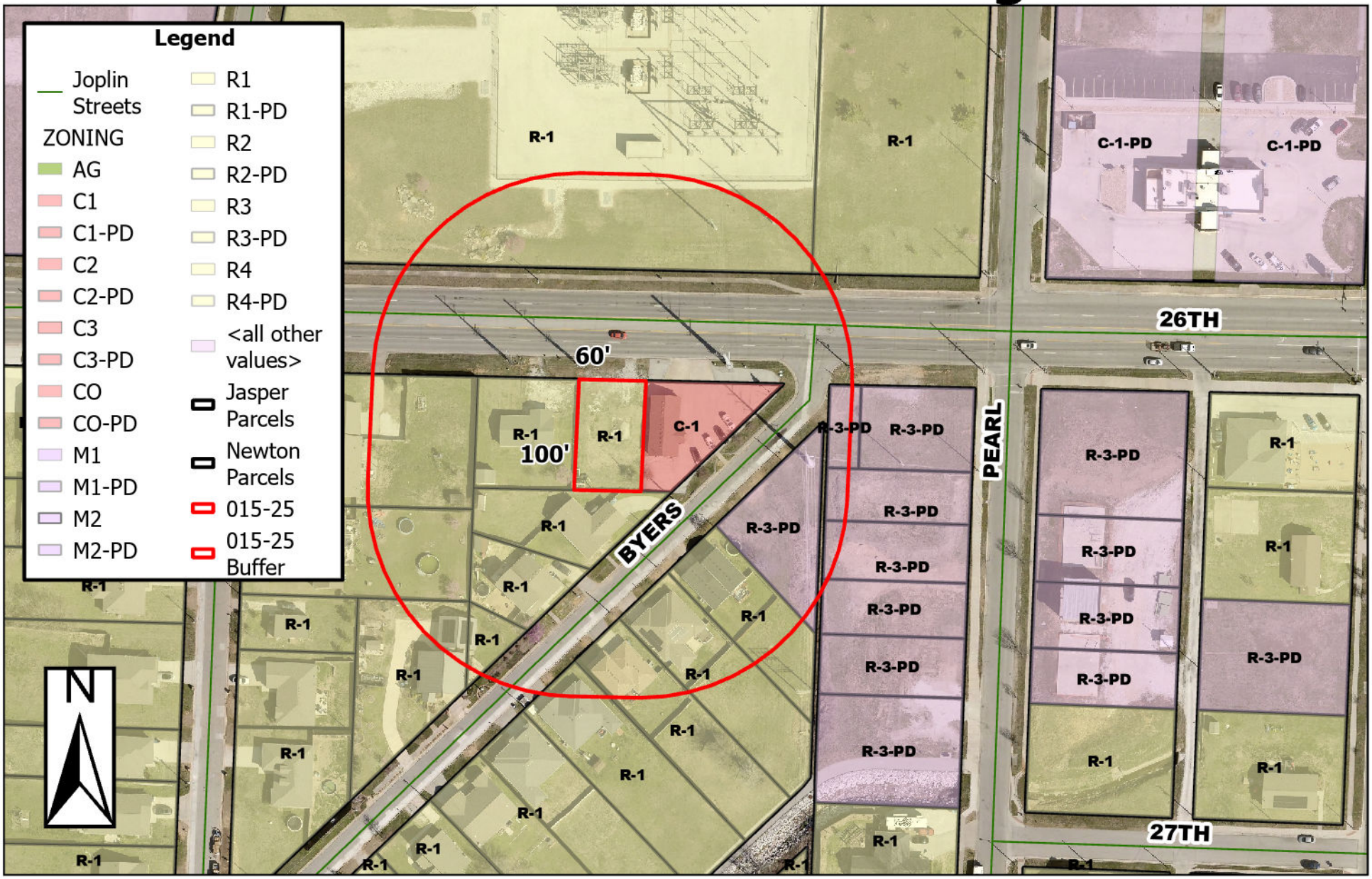
ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Case 015-25: Rezoning



410 W 26th St – A request to rezone from District R-1 (Single-Family Residential) to District C-1 (Neighborhood Commercial) – Darren Collins

P & Z Case 015-25
Darren Collins
(P & Z Recommended to Approve)

COUNCIL BILL NO. 2025-268 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from R-1 (Single-Family Residential) and include in District C-1 (Neighborhood Commercial) property as described below and generally known as 410 W 26th St, Joplin, Jasper County, Missouri.

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

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

All of Lot Numbered Two (2) Excpt the West 15.00 feet thereof in PILES SUBDIVISION of Lot Numbered One (1) in Mohaska Subdivision in the City of Joplin, Jasper County, Missouri, according to the recorded Plat thereof.

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

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of_____, 2025, by a vote of _____.

_____
Keenan T. Cortez, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

JOPLIN CITY COUNCIL
APRIL 21, 2025
MEETING MINUTES

CALL TO ORDER

The April 21, 2025, regular meeting of the Joplin City Council was called to order at 6:00 p.m. by Mayor Keenan Cortez.

INVOCATION was read by Assistant City Clerk, Roschelle Forsythe

PLEDGE OF ALLEGIANCE TO THE UNITED STATES OF AMERICA was led by several friends with Habitat for Humanity: Megan, Crystal, Heather and Chris and their families, as well as Scott Clayton and Barbie Huff.

ROLL CALL

Answering Roll Call were Council Members: Joshua Bard, Doris Carlin, Charles Copple, Keenan Cortez, Josh DeTar, Mark Farnham, Ryan Jackson, Doug Lawson and Gary Shaw. Also, in attendance were City Manager Nick Edwards and City Attorney Peter Edwards.

PRESENTATIONS

Grant Project Status Update

Leslie Haase, Finance Director, presented.

ALLO Quarterly Update

Brandon Warren and Kami Balthazor with ALLO, presented.

FINALIZATION OF CONSENT AGENDA

REPORTS AND COMMUNICATIONS

News from the Public Information Office

Lynn Onstot, Public Information Officer, presented.

CITIZEN REQUESTS AND PETITIONS

Donald Dunker spoke on City's Internet Policy.

PUBLIC HEARINGS

CONSENT AGENDA

Motion by Mr. DeTar, second by Mr. Lawson to approve the consent agenda. Voting in favor were Council Members: Bard, Carlin, Copple, Cortez, DeTar, Farnham, Jackson, Lawson and Shaw, 9.

Minutes of April 7, 2025, City Council Meeting

COUNCIL BILL NO. 2025-114 - AN ORDINANCE approving an agreement with Cedar Crest Investment, LLC, to provide sanitary sewer to property located at 4500 South Rangeline Road, authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and setting a date when this ordinance shall become effective. **Ordinance No. 2025-044.**

COUNCIL BILL NO. 2025-115 - AN ORDINANCE approving the City of Joplin to enter into an agreement with G&G Construction Co. Inc. in the amount of Two Million Nine Hundred Fifty Thousand Five Hundred and 00/100 Dollars ($2,950,500.00) for construction services on the Turkey Creek Wastewater Treatment Plant (WWTP) Trickling Filter Media Installation project and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and, setting a date when this ordinance shall become effective. **Ordinance No. 2025-045.**

COUNCIL BILL NO. 2025-261 - AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District R-1 (Single-Family Residential) and include in District M-2 (Heavy Industrial) property as described below and located at 601 S McKinley Ave, Joplin, Jasper County, Missouri. **Ordinance No. 2025-046.**

COUNCIL BILL NO. 2025-262 - AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District M-2 (Heavy Industrial) and include in District R-2 (Two-Family Residential) property as described below and located at 1517 W A St, Joplin, Jasper County, Missouri. **Ordinance No. 2025-047.**

COUNCIL BILL NO. 2025-263 - AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District C-3 (Commercial) and include in District R-1 (Single-Family Residential) property as described below and located at 707 S Sergeant Ave, Joplin, Jasper County, Missouri. **Ordinance No. 2025-048.**

COUNCIL BILL NO. 2025-265 - AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District M-2 (Heavy Industrial) and include in District MP (Manufactured Home Park & Small Format Home District) property as described below and located at 1201 S Byers Ave, Joplin, Jasper County, Missouri. **Ordinance No. 2025-049.**

COUNCIL BILL NO. 2025-610 - AN ORDINANCE authorizing the City of Joplin to enter into a lease agreement with Roper KIA in the amount of Fourteen Thousand Nine Hundred Forty-Five Dollars and Thirty-Three Cents ($14,945.33) for the purpose of leasing three (3) vehicles; authorizing the City Manager to execute the same by and on behalf of the City of Joplin and setting an effective date. **Ordinance No. 2025-050.**

RESOLUTIONS

RESOLUTION NO. 2025-006

Mr. DeTar introduced Resolution No. 2025-006- A RESOLUTION authorizing the filing of a Five-year Consolidated Plan and One Year Action Plan with the U.S. Department of Housing and Urban Development as required for use of the City of Joplin's Community Development Block Grant Program (Entitlement) and the Joplin Consortium HOME Investment Partnership Program for program years 2025 to 2029; and authorizing the City Manager to execute said Plan for and on behalf of the City of Joplin. Motion by Mr. DeTar, second by Ms. Carlin to approve Resolution No. 2025-006. Voting in favor were Council Members: Bard, Carlin, Copple, Cortez, DeTar, Farnham, Jackson, Lawson and Shaw, 9.

ORIDNANCES – EMERGENCY

COUNCIL BILL NO. 2025-118

Mr. Bard introduced Council Bill No. 2025-118 -AN ORDINANCE Authorizing the approval of the Missouri Department of Transportation (MoDOT) Grant Agreement for Air Service Promotion and Marketing at the Joplin Regional Airport, authorizing the City Manager to execute the same by and on behalf of the City of Joplin; Amending the Annual Budget of the City of Joplin for the Fiscal Year 2024-2025 as adopted by Ordinance 2024-151 on October 21, 2024; and, containing an emergency clause. Motion by Mr. Bard, second by Dr. Farnham that Council Bill NO. 2025-118 be passed on an emergency basis. Voting in favor were Council Members: Bard, Carlin, Copple, Cortez, DeTar, Farnham, Jackson, Lawson and Shaw, 9. **Ordinance No. 2025-051.**

COUNCIL BILL NO. 2025-352

Mr. Copple introduced Council Bill No. 2025-352- AN ORDINANCE approving the contract by and between the City of Joplin and Environmental Operations Inc. for the removal of the asbestos located at 2008 S. Sergeant Ave. in the City of Joplin, Missouri, for Sixty-Three Thousand Nine Hundred dollars ($63,900.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

Council Bill's 2025-352,354 and 271 were all presented together; Rand with Terracon addressed Council on the assessment and findings of the property.

Mary Price and Tara Johnston addressed Council regarding these Council Bills.

Tom Walters, Planner with the City of Joplin; Ryan Peterson with ESC and Scott Clayton with Habitat for Humanity/JEHDI addressed Council as to what would be done if the property is cleared.

Discussion ensued.

Motion by Mr. Copple second by Mr. DeTar that Council Bill NO. 2025-352 be passed on an emergency basis . Voting in favor were Council Members: Bard, Carlin, Copple, Cortez, DeTar, Farnham, Jackson, Lawson and Shaw, 9. **Ordinance No. 2025-052.**

COUNCIL BILL NO. 2025- 354

Mr. Copple introduced Council Bill No. 2025-354 - AN ORDINANCE approving the contract by and between the City of Joplin and Denton Excavations for the demolition of the structure(s) and clearing of a lot located at 2008 S. Sergeant Ave. in the City of Joplin, Missouri, for Three Hundred Thirty-One Thousand Three Hundred dollars ($331,300.00); 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. Bard that Council Bill NO. 2025-354 be passed on an emergency basis . Voting in favor were Council Members: Bard, Carlin, Copple, Cortez, DeTar, Farnham, Jackson, Lawson and Shaw, 9. **Ordinance No. 2025-053.**

ORDINANCES – FIRST READING

COUNCIL BILL NO. 2025-116

Mr. DeTar introduced Council Bill No. 2025-116- AN ORDINANCE approving a Work Authorization with Allgeier, Martin and Associates, Inc. in the not to exceed amount of One Hundred Fifty Thousand and 00/100 DOLLARS ($150,000.00) for engineering services associated with MS4 Permit and Floodplain Management Support and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin. Motion by Mr. DeTar, second by Mr. Lawson that Council Bill NO. 2025-116 be passed on the first reading and advance to second and third. Voting in favor were Council Members: Bard, Carlin, Copple, Cortez, DeTar, Farnham, Jackson, Lawson and Shaw, 9. The Bill was read as Council Bill No. 2025-116.

COUNCIL BILL NO. 2025-117

Mr. Jackson introduced Council Bill No. 2025-117 – AN ORDINANCE authorizing the City of Joplin to enter into a work authorization with Allgeier, Martin and Associates, Inc. for engineering consultation services in the not to exceed amount of Seventy-Nine Thousand Five Hundred and 00/100 Dollars ($79,500.00) for the 2025 Evaluation and Rehabilitation Toolbox for Wastewater Collection System and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and setting a date when this Ordinance shall become effective. Motion by Mr. Jackson second by Mr. Bard that Council Bill NO. 2025-117 be passed on the first reading and advance to second and third. Voting in favor were Council Members: Bard, Carlin, Copple, Cortez, DeTar, Farnham, Jackson, Lawson and Shaw, 9. The Bill was read as Council Bill No. 2025-117.

COUNCIL BILL NO. 2025-121

Mr. Lawson introduced Council Bill No. 2025-121 - AN ORDINANCE approving an amended work authorization with Olsson Inc. in the not to exceed amount of One Hundred Ninety-Nine Thousand Five Hundred Eighty Dollars ($199,580.00) for ARPA Stormwater additional design scope and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and setting a date when this ordinance shall become effective. Motion by Mr. Lawson, second by Dr. Farnham that Council Bill NO. 2025-121 be passed on the first reading and advance to second and third. Voting in favor were Council Members: Bard, Carlin, Copple, Cortez, DeTar, Farnham, Jackson, Lawson and Shaw, 9. The Bill was read as Council Bill No. 2025-121.

COUNCIL BILL NO. 2025-271

Mr. DeTar introduced Council Bill No. 2025-271 - AN ORDINANCE authorizing the City of Joplin, Missouri, to enter into an Agreement with the Economic Security Corporation, for the purpose of cooperation in the provision of affordable housing; and authorizing the City Manager to execute the same by and on behalf of the City of Joplin. Motion by Mr. DeTar, second by Mr. Jackson, that Council Bill NO. 2025-271 be passed on the first reading and advance to second and third. Voting in favor were Council Members: Bard, Carlin, Copple, Cortez, DeTar, Farnham, Jackson, Lawson and Shaw, 9. The Bill was read as Council Bill No. 2025-271.

SECOND AND THIRD READING

COUNCIL BILL NO. 2025-266

Mr. Copple introduced Council Bill No. 2025-266- AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District M-2 (Heavy Industrial) and include in District MP (Manufactured Home Park & Small Format Home District) property as described below and generally known as approximately seven acres between E 12th St and E 14th St, East of Iowa Ave and West of the railroad track, Joplin, Jasper County, Missouri. Motion by Mr. Copple, second by Mr. Lawson that Council Bill NO. 2025-266 move to second reading, advance to third and pass. Voting in favor were Council Members: Carlin, Copple, Cortez, DeTar, Farnham, Lawson and Shaw, 7. Nays: Bard and Jackson, 2. **Ordinance No. 2025-054.**

UNFINISHED BUSINESS

NEW BUSINESS

The meeting was adjourned at 8:04 p.m.

Respectfully,

Roschelle Forsythe
Assistant City Clerk

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2025-116 Work Authorization with Allgeier, Martin and Associates, Inc. for Professional Engineering Consulting Services for MS4 Permit and Floodplain Management Support; and setting a date when this ordinance shall become effective.

MEETING DATE
April 21st, 2025

ORIGINATING DEPT
Public Works - Engineering

ATTACHMENTS
CB2025-116 Ordinance, Work Authorization

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

SUMMARY
This Council Bill will approve a Work Authorization between the City of Joplin and Allgeier, Martin and Associates, Inc. to provide professional engineering consulting services in the not to exceed amount of One Hundred Fifty Thousand and 00/100 DOLLARS ($150,000.00) for MS4 Permit and Floodplain Management Support.

BACKGROUND
Since approval of Council bill 2023-151, AMA has assisted staff with Municipal Separate Storm Sewer Systems (MS4) reporting, plan finalization and renewal of the City's permit from the Missouri Department of Natural Resources (MoDNR). AMA has assisted staff with updating forms and documentation processes, as well as, providing direct support during the reporting season.

FUNDING SOURCE
This is included in the FY 2025 Budget in the Parks and Stormwater Sales Tax Fund.

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

EXHIBIT A TO WORK AUTHORIZATION NUMBER AMA-OC25-004 TO AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES (Between the City of Joplin, Missouri and Allgeier, Martin and Associates, Inc. for Engineering Design Services Associated with the MS4 Program, Floodplain Management Support and Site Plan Review Support

1. SERVICES

Engineer shall provide the City of Joplin, hereinafter referred to as OWNER, with the following services:

1.1 General

1.1.1 ENGINEER shall perform review services as hereinafter stated which shall include customary civil engineering services for evaluation of the City's Draft Floodplain Mapping currently being proposed by SEMA and current MS4 Program and assisting with reviewing site plans/reports submitted to the City of Joplin on an as-needed basis.

1.1.2 The ENGINEER shall perform review services on an hourly basis up to the contract amount with the OWNER.

1.1.3 In general, the Project consists of the following:

1.1.3.1 Review current proposed floodplain mapping by SEMA and provide comments. The proposed floodplain mapping utilizes NRCS Type II for the analysis, which overestimates peak flowrates and increases the footprint of the regulated floodplain. Allgeier Martin will assist the City in presenting to SEMA why Huff's distributions is more representative of observed events in Joplin. Allgeier Martin will also make comments on the proposed mapping identifying critical stormwater improvements the City has made to their system over the past 20-years that are not currently in the SEMA modeling.
1.1.3.2 Regulated Small Municipal Separate Storm Sewer Systems (MS4)/Stormwater assistance.
1.1.3.3 Review of draft stormwater management plan including but not limited to the Minimum Control Measures, TMDL's, and monitoring, recording keeping and reporting documents.
1.1.3.4 Provided Comments, suggestions and draft forms and documents.
1.1.3.5 Provide an engineer to review site plans, stormwater reports, and development plans submitted to the City for approval as needed and requested by the City.
1.1.3.6 Assist with floodplain modeling on West 20th Street for needed LOMR.

2. TERMS

2.1 The services of the Engineer shall begin as soon as a written Notice to Proceed (NTP) is provided by the OWNER. The following shall be completed and submitted to the Owner as follows:

Task	**Duration**
Ongoing Floodplain Mapping/MS4 assistance/Plan Reviews (Identified in Section 1.1)	Engineering Services anticipated through a period ending October 31, 2026.

3. PAYMENT

3.1 Payment to Engineer shall be at the hourly labor Rates and Non-Labor Rates set forth in the attachment Number One to Exhibit A: "RATE SCHEDULE 2025-2027"; with a total compensation ceiling of $150,000, as set forth in Work Authorization Number AMA–OC25-004 to the Agreement for Professional Engineering Consulting Services, Section 5.b.

4. SUMMARY OF ATTACHMENTS
Attachment Number 1 Rate Schedule

ATTACHMENT NUMBER ONE

ALLGEIER, MARTIN and ASSOCIATES, INC.

Consulting Engineers and Surveyors

RATE SCHEDULE
2025, 2026 and 2027

LABOR RATES

Classification	Hourly Billing Rate 01/01/2025 thru 12/31/2025	01/01/2026 thru 12/31/2026	01/01/2027 thru 12/31/2027
Principal/Engineer VI	$302	$316	$330
Principal/Engineer V	$269	$281	$293
Principal/Engineer IV	$243	$254	$266
Principal/Engineer III	$224	$234	$245
Project Manager/Engineer II	$199	$208	$217
Project Manager/Engineer I	$181	$189	$198
Technician IV	$164	$172	$180
Technician III/GIS Specialist	$164	$172	$180
Technician III	$139	$145	$152
Technician II	$125	$130	$136
Technician I	$118	$123	$128
Two-Man GPS Survey Crew	$230	$241	$251
One-Man GPS Survey Crew	$181	$189	$198
Three-Man Survey Crew	$251	$262	$274
Two-Man Survey Crew	$199	$208	$217
Registered Land Surveyor II	$212	$222	$232
Registered Land Surveyor I	$187	$195	$204
Survey Crew Member	$95	$99	$103
Right of Way Specialist	$145	$152	$158
Project Representative III	$139	$145	$152
Project Representative II	$125	$130	$136
Project Representative I	$115	$120	$126
Secretary/Assistant	$95	$99	$103
Print Specialist	$95	$99	$103

Note: All pre-approved overtime hours shall be invoiced at 1 ½ times the hourly billing rates shown above

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NON-LABOR RATES

Item	Rate
Travel	$0.70 per mile (or current IRS rate)
Subsistence	Actual Cost
Lodging	Actual cost
Special Postage or Shipping	Actual cost
Printing	Actual cost
Surveying Materials	Actual cost
Subcontract Specialty Services	Cost + 10%
Deposition & Court Testimony	Standard Hourly Billing Rate x 2
Drone Topographic Processing	$100 per acre

CITY		ENGINEER	
CITY OF JOPLIN 602 S. MAIN STREET JOPLIN, MO 64801		Name: Allgeier, Martin and Associates, Inc. Address: 7231 East 24th Street, P.O. Box 2627 Joplin, MO 64804	
Attention: Mr. Daniel Johnson, P.E. Public Works Director		Attention: Mr. Kurt Higgins, P.E. Sr. Vice President	
Department: Public Works		Phone: 417.680.7200	Fax: 417.680.7300
Phone: 417.624.0820 ext: 500	Fax: 417.624.4620	Project: MS4 Program and Floodplain Management Support	

WORK AUTHORIZATION NUMBER __AMA-OC-025-004__

TO MASTER AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES _Dated 01/31/2025__

City of Joplin and Engineer enter into this Work Authorization only for the work described below. This Work Order is issued pursuant to that Master Services Agreement for Professional Engineering Consulting Services ("MSA") previously executed by City and Engineer, and upon acceptance by hereof by both parties, shall form a part of the MSA. The terms of the MSA are incorporated herein by reference. The parties agree that the Engineer will perform the Services upon the terms and conditions set forth herein and in the MSA. Engineer's acceptance of the terms of this Work Authorization shall be evidenced by Engineer's execution and return of one copy of this Work Authorization to City. Unless sooner terminated as permitted in the MSA, this Work Authorization shall terminate upon completion of the Services for this Work Authorization, except to the extent of surviving obligations set forth herein and in the MSA.

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

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

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

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

5. Payment.

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

b. Total compensation not to exceed. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Engineer under the terms of this work Authorization Number ___AMA-OC-025-004_____ exceed the sum of __One Hundred Fifty Thousand and 00/100_Dollars ($150,000.00).

6. Insurance. Without limiting any of the other obligations or liabilities of the Engineer, the Engineer shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the work is completed and accepted by the City of Joplin, insurance of such types and in such amounts as may be necessary to protect it and the interests of the City of Joplin against all hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City of Joplin. Regardless of such approval, it shall be the responsibility of the Engineer to always maintain adequate insurance coverage during the term of the Contract. Failure of the Engineer to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability under the Contract Documents.

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

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

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

As of January 1, 2025, the minimum coverage for the insurance referred to herein shall be as set out below:

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

b. Commercial General Liability Insurance, including coverage for Contractual Liability and Independent Contractors Liability. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Three Million Four Hundred Forty-Eight Thousand Seven Hundred Ten and no/100 Dollars ($3,448,710.00) for all claims arising out of a single accident or occurrence and at least Five Hundred Seventeen Thousand Three Hundred Six and no/100 Dollars ($517,306.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Engineer agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorney's fees of Engineer, its employees, officers or agents. Engineer agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Three Million Four Hundred Forty-Eight Thousand Seven Hundred Ten and no/100 Dollars ($3,448,710.00) for all claims arising out of a single accident or occurrence and at least Five Hundred Seventeen Thousand Three Hundred Six and no/100 Dollars ($517,306.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

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

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

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

g. Legislative or Judicial Changes. In the event the scope or extent of the City's tort liability as a governmental entity as described in Section 537.600 through 537.650 RSMo is broadened or increased during the term of this agreement by legislative or judicial action, the City may require Engineer, upon 10 days written notice, to execute a contract addendum whereby the Engineer agrees to provide, at a price not exceeding Engineer's actual increased premium cost, additional liability insurance coverage as the City may require to protect the City from increased tort liability exposure as the result of such legislative or judicial action. Any such additional insurance coverage shall be evidenced by an appropriate certificate of insurance and shall take effect within the time set forth in the addendum.

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

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

REVIEWED FOR APPROVAL

_____
Name & Title of Staff Project Manager

CERTIFICATE OF DIRECTOR OF FINANCE

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

_____
Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____
Peter Edwards, City Attorney

Engineer: Allgeier, Martin and Associates, Inc.

By: _____

Printed Name: Kurt Higgins, P.E.

Title: Sr. Vice President

Date: April 02, 2025

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

Date: _____

COUNCIL BILL NO. 2025-116 **ORDINANCE NO**

AN ORDINANCE approving a Work Authorization with Allgeier, Martin and Associates, Inc. in the not to exceed amount of One Hundred Fifty Thousand and 00/100 DOLLARS ($150,000.00) for engineering services associated with MS4 Permit and Floodplain Management Support and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin.

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

Section 1. That the said work authorization by and between the City of Joplin and Allgeier, Martin and Associates, Inc. in the not to exceed amount of One hundred Fifty Thousand and 00/100 DOLLARS ($150,000.00), for engineering services associated with MS4 Permit and Floodplain Management Support on behalf of the City of Joplin; a true and accurate copy of said work authorization being attached hereto; be and the same is hereby approved.

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

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

Section 4. That this Council Bill shall have an effective date of April 22, 2025.

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

_____, 2025 by a _____ vote.

_____

ATTEST: Keenan T. Cortez, 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 Parks and Stormwater Sales Tax to pay the amounts called for through this work authorization.

_____

Leslie Haase, Director of Finance

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2025-117 Work Authorization with Allgeier, Martin and Associates Inc. to provide professional engineering consulting services for the 2025 Evaluation and Rehabilitation Toolbox for Wastewater Collection System.

MEETING DATE
April 21, 2025

ORIGINATING DEPT
Public Works – Engineering

ATTACHMENTS
CB2025-117 Ordinance; Work Authorization AMA-OC-025-005

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

SUMMARY
This Council Bill will approve a Work Authorization with Allgeier, Martin and Associates Inc. to provide professional engineering consulting services for the 2025 Evaluation and Rehabilitation Toolbox for Wastewater Collection System in the not to exceed amount of Seventy-Nine Thousand Five Hundred and 00/100 Dollars ($79,500.00).

BACKGROUND
Since 2013, AMA has been a key contributor to the success of the City's annual sanitary sewer evaluation and rehabilitation program. This ongoing effort has significantly enhanced the reliability and performance of the City's sanitary sewer collection system. Through previous Work Authorizations (WA), AMA has provided valuable support to City staff in both the planning and construction administration of work orders issued to Ace Pipe Cleaning, Inc. under the prior evaluation and rehabilitation contract. AMA's responsibilities have included assisting with the planning and management of rehabilitation activities, developing detailed maps of targeted areas, and providing data and documentation used by City staff in periodic reports to the Missouri Department of Natural Resources. These reports support the City's compliance efforts related to the renewal of the sewer system and the reduction of excessive inflow and infiltration (I&I) within the collection system. Under this Work Authorization, AMA will continue to perform the similar task of supporting the City's efforts to renew and improve the sanitary sewer collection system. AMA was selected as the City's on-call engineering consultant based on its qualifications and proven track record in delivering these specialized engineering services. The proposed consultant fees are consistent with industry standards for design, bidding, and construction administration services.

FUNDING SOURCE
This is included in the FY 2025 Budget in the Sanitary Sewer Fund.

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

CITY		ENGINEER	
CITY OF JOPLIN 602 S. MAIN STREET JOPLIN, MO 64801		Name: Allgeier, Martin and Associates, Inc. Address: 7231 East 24th Street, P.O. Box 2627 Joplin, MO 64804	
Attention: Mr. Dan Johnson, PE Director of Public Works		Attention: Mr. Chris Erisman, P.E. First Vice President	
Department: Public Works		Phone: 417.680.7200	Fax: 417.680.7300
Phone: 417.624.0820 ext:1560	Fax: 417.624.4620	Project: Rehab Toolbox Project Management WO 2025A	

WORK AUTHORIZATION NUMBER __AMA-OC-025-005__

TO MASTER AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES _Dated 01/31/2025__

City of Joplin and Engineer enter into this Work Authorization only for the work described below. This Work Order is issued pursuant to that Master Services Agreement for Professional Engineering Consulting Services ("MSA") previously executed by City and Engineer, and upon acceptance by hereof by both parties, shall form a part of the MSA. The terms of the MSA are incorporated herein by reference. The parties agree that the Engineer will perform the Services upon the terms and conditions set forth herein and in the MSA. Engineer's acceptance of the terms of this Work Authorization shall be evidenced by Engineer's execution and return of one copy of this Work Authorization to City. Unless sooner terminated as permitted in the MSA, this Work Authorization shall terminate upon completion of the Services for this Work Authorization, except to the extent of surviving obligations set forth herein and in the MSA.

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

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

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

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

5. Payment.

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

b. Total compensation not to exceed. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Engineer under the terms of this work Authorization Number AMA-OC-025-005 exceed the sum of Seventy-Nine Thousand Five Hundred and 00/100 Dollars ($79,500.00).

6. Insurance. Without limiting any of the other obligations or liabilities of the Engineer, the Engineer shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the work is completed and accepted by the City of Joplin, insurance of such types and in such amounts as may be necessary to protect it and the interests of the City of Joplin against all hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City of Joplin. Regardless of such approval, it shall be the responsibility of the Engineer to always maintain adequate insurance coverage during the term of the Contract. Failure of the Engineer to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability under the Contract Documents.

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

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

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

As of January 1, 2025, the minimum coverage for the insurance referred to herein shall be as set out below:

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

b. Commercial General Liability Insurance, including coverage for Contractual Liability and Independent Contractors Liability. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Three Million Four Hundred Forty-Eight Thousand Seven Hundred Ten and no/100 Dollars ($3,448,710.00) for all claims arising out of a single accident or occurrence and at least Five Hundred Seventeen Thousand Three Hundred Six and no/100 Dollars ($517,306.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Engineer agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorney's fees of Engineer, its employees, officers or agents. Engineer agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Three Million Four Hundred Forty-Eight Thousand Seven Hundred Ten and no/100 Dollars ($3,448,710.00) for all claims arising out of a single accident or occurrence and at least Five Hundred Seventeen Thousand Three Hundred Six and no/100 Dollars ($517,306.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

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

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

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

g. Legislative or Judicial Changes. In the event the scope or extent of the City's tort liability as a governmental entity as described in Section 537.600 through 537.650 RSMo is broadened or increased during the term of this agreement by legislative or judicial action, the City may require Engineer, upon 10 days written notice, to execute a contract addendum whereby the Engineer agrees to provide, at a price not exceeding Engineer's actual increased premium cost, additional liability insurance coverage as the City may require to protect the City from increased tort liability exposure as the result of such legislative or judicial action. Any such additional insurance coverage shall be evidenced by an appropriate certificate of insurance and shall take effect within the time set forth in the addendum.

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

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

REVIEWED FOR APPROVAL

_____
Name & Title of Staff Project Manager

CERTIFICATE OF DIRECTOR OF FINANCE

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

_____
Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____
Peter Edwards, City Attorney

Engineer: Allgeier, Martin and Associates, Inc.

By: _____

Printed Name: Chris Erisman, P.E.

Title: First Vice President

Date: 04/02/2025

CITY OF JOPLIN, MISSOURI

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

Date: _____

EXHIBIT A
OF WORK AUTHORIZATION NUMBER AMA-OC-025-005 TO AGREEMENT
FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES
(Between the City of Joplin, Missouri and Allgeier, Martin and Associates, Inc. for Engineering Services Associated with the WW Collection System Rehabilitation Toolbox WO 2025A)

1. SERVICES

Engineer shall provide the City of Joplin, hereinafter referred to as OWNER, with the following services:

1.1 General

1.1.1 ENGINEER shall perform professional planning, design, bidding, construction phase and resident project representation services as hereinafter stated which include customary civil engineering services.

1.1.2 Coordinate the planning, design, bidding and construction of the sanitary sewer project with the OWNER.

1.1.3 In general, the Project consists of the following:

1.1.3.1 Miscellaneous Sanitary Sewer Collection System Rehabilitation and Replacement Projects within the City of Joplin in association with work completed as part of City of Joplin Wastewater Collection System Rehab Toolbox Work Order 2025A and other miscellaneous wastewater collection system Rehab Toolbox planning and management services as necessary.

1.1.3.1.1 Annual Collection System Rehabilitation Contract Management:

1.1.3.1.1.1 Plan, Develop and Manage Annual Collection System Rehabilitation Contract, specifically for Work Order 2025A but may include future Work Orders as remaining available fees in this contract allow, including the interpretation of plans, contract documents and specifications necessary to undertake said work and preparation of change orders to the contract as determined necessary.

1.1.3.1.1.2 ENGINEER shall assist the OWNER is project development for rehabilitation work to be completed through the annual rehabilitation contract.

1.1.3.1.1.2.1 Coordinate the strategy for the extent and location of proposed improvements with the assistant project manager for the ongoing City of Joplin I/I Program. The Joplin I/I Program is managed and was developed under a separate work authorization.

1.1.3.1.2 As requested, evaluate the condition of existing sewer lines within the wastewater collection system. Utilize existing CCTV data received from the current or previous annual collection system rehabilitation contracts or coordinate completion of needed CCTV inspections and to recommend improvements to the existing interceptor lines, if any.

1.1.3.1.3 Compiling data received from the annual collection system rehabilitation CCTV work, modifying the data to match current sanitary system naming conventions recently developed, and converting the data into a format that can be inserted into the City's GIS system.

1.1.3.1.4 Ongoing assistance with planning and development of future sanitary sewer collection system rehabilitation projects as part of the annual collection system rehabilitation contract (also commonly referred to as the rehabilitation "tool box") and/or the City of Joplin I&I Reduction Program completed by the sanitary sewer toolbox contractor or other sanitary sewer system improvements completed, in general, within the City of Joplin's wastewater collection system. Services required would be provided hourly, on an as-needed basis. If

more time is necessary for these services than the estimated maximum fee allows, then the contract shall be amended accordingly, as desired by the OWNER.

1.1.3.1.4.1 Coordinate proposed improvements with the recommendations of the system hydraulic model and other planned city replacement projects. Develop a method for selecting areas of improvements and document such for each planned improvement project area. Upon completion of work, a report shall be provided for each Toolbox Work Order as to the quantity of pipe, manholes, lateral connection repairs, smoke testing, etc. that was included in said scope of work for that particular Work Order.

1.1.3.1.5 Construction phase services for Work Order 2025A associated with the City of Joplin Inflow and Infiltration (I&I) Reduction program that will be completed by use of the sanitary sewer toolbox contractor.

1.1.3.1.6 GIS map updates to include work completed as part of the annual collection system rehabilitation contract and/or the City of Joplin I&I Reduction Program completed by the sanitary sewer toolbox contractor or other sanitary sewer system improvements completed, in general, within the City of Joplin's wastewater collection system, as requested by the OWNER. If more time is necessary for these services than the estimated maximum fee allows, then the contract shall be amended accordingly, as desired by the OWNER.

1.1.3.1.7 Provide the OWNER with maps and other data as needed for Regulatory Agency Reporting Support, as requested by the OWNER. If more time is necessary for these services than the estimated maximum fee allows, then the contract shall be amended accordingly, as desired by the OWNER.

1.1.3.1.8 Resident Construction Representation Phase services for the completion of the selected sanitary sewer collection system rehabilitation projects. Services required would be provided hourly, on an as-needed basis. If more time is necessary for these services than the estimated maximum fee allows, then the contract shall be amended accordingly, as desired by the OWNER.

1.2 Planning, Design and Bidding Phases.

ENGINEER shall provide the following planning, design and bidding services for the project, as follows:

1.2.1 Meet with OWNER and OWNER's representatives to discuss recommendations, project expectations, alternate routes and costs for desired project scopes of work for the annual collection system rehabilitation contract.

1.2.2 Although not anticipated as part of this work, conduct topographic surveys to the extent necessary for design of the project facilities.

1.2.3 Prepare preliminary scope of work for a potential purchase order under the annual collection system rehabilitation contract for projects that are part of the City of Joplin I&I Reduction Program and are to be completed by the sanitary sewer toolbox contractor or other sanitary sewer system improvements completed, in general, within the City of Joplin's wastewater collection system and review same with OWNER.

1.2.4 Based on the information contained in the preliminary design documents, submit to the OWNER an opinion of probable project costs.

1.2.5 On the basis of the accepted preliminary design documents and the opinion of probable project cost, prepare for incorporation in the contract documents final drawings to show the character and extent of the Project and provide detailed information to the Owner on the planned improvements necessary for incorporation into a purchase order to perform the work under the annual collection system rehabilitation contract.

1.2.6 Analyze system data involving collection system rehabilitation work and process said data into a format that is to be integrated into the City's current GIS database.

1.2.7 Analyze any smoke testing data from the annual rehabilitation contract and work with City Staff to develop a plan for addressing some of the recommendations for improvements contained within the subsequent report that was developed as part of that work. Provide such data to be implemented into the collection system Hydraulic model to assist in the evaluation of lines and development of rehabilitation projects within the system.

1.2.8 Provide data, as available and necessary, to utilize the hydraulic model in analyzing the service areas and to calculate flows for interceptor sewers in the given drainage basins, if requested. From said efforts, utilize the hydraulic model to evaluate the capacity of the existing interceptor lines in said basin(s) and develop a scope of work for future improvements necessary, if any. CCTV inspection data received through work completed as part of the annual collection system rehabilitation contract will be utilized in evaluating the condition of the existing interceptor sewer and developing any scope of work for improvements that are determined necessary.

1.3 Construction Phase

1.3.1 For projects developed and undertaken as part of a purchase order under the annual collection system rehabilitation contract, and as requested by the OWNER, issue instructions of OWNER to contractor(s); issue necessary interpretations and clarifications of the contract documents and in connection therewith prepare change orders as required; have authority, as OWNER's representative, to require special inspection or testing of the work; act as initial interpreter of the requirements of the contract documents and judge of the acceptability of the work thereunder and make decisions on all claims of OWNER and contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the contract documents pertaining to the execution and progress of the work; but ENGINEER shall not be liable for the results of any such interpretations or decisions rendered by him in good faith.

1.3.2 Conduct site visits as necessary to answer questions which may arise as to design concepts.

1.3.3 Conduct site observation periodically, as requested by the OWNER, to determine if the Project is being completed substantially in accordance with the contract documents and if the Contractor is following the work as identified in the valid purchase order's scope of work.

1.3.4 ENGINEER shall not be responsible for the acts or omissions of any contractor, or subcontractor, or any of the contractor(s)' or subcontractors' agents or employees, or any other persons (except ENGINEER's own employees and agents) at the site, or otherwise performing any of the contractor(s)' work.

1.4 Resident Project Representation.

1.4.1 At the OWNER's discretion, ENGINEER may be requested to furnish a part-time resident project representative (RPR), assistants, and other field staff to assist ENGINEER in observing performance of the work of the contractor. If the ENGINEER is asked to provide an RPR for the project, it is through the more extensive on-site observations of the work in progress and field checks of materials and equipment by the RPR and assistants, that ENGINEER shall endeavor to provide further protection for OWNER against defects and deficiencies in the work of contractor; but the furnishing of such services will not make ENGINEER responsible for or give ENGINEER control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for contractor's failure to perform the work in accordance with the contract documents.

1.4.1.1 If the OWNER requests that ENIGNEER provide a resident project representative, said RPR is ENGINEER's agent at the site, will act as directed by and under the supervision of ENGINEER, and will confer with ENGINEER regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with ENGINEER and contractor, keeping OWNER advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of contractor. RPR shall generally communicate with OWNER with the knowledge of and under the direction of ENGINEER.

1.4.1.2 If the OWNER elects to exclude resident project representation from the scope of this contract, and instead provide that service with its own personnel, the OWNER's RPR shall act as the OWNER's agent at the site, and will confer with ENGINEER regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall continue to be in general with the ENGINEER and contractor, keeping the OWNER advised. It is intended that the duties and responsibilities, as well as the limitations of authority, set forth in Sections 1.4.2 and 1.4.3 of this contract, are applicable regardless of which party provides the RPR.

1.4.2. Duties and Responsibilities of RPR.

1.4.2.1 Schedules: Review the progress schedule, schedule of shop drawing submittals, and schedule of values prepared by contractor and consult with ENGINEER concerning acceptability.

1.4.2.2 Conferences and Meetings: Attend meetings with contractor, such as preconstruction conferences, progress meetings, job conferences, and other project-related meetings.

1.4.2.3 Liaison:

a) Serve as ENGINEER's liaison with contractor, working principally through contractor's superintendent and assist in understanding the intent of the contract documents; and assist ENGINEER in serving as OWNER's liaison with contractor when contractor's operations affect OWNER's on-site operations.

b) Assist in obtaining from OWNER additional details or information required for proper execution of the work.

1.4.2.4 Shop Drawings and Samples:

a) Record date of receipt of shop drawings and samples.

b) Receive samples that are furnished at the site by contractor, and notify ENGINEER of availability of samples for examination.

c) Advise ENGINEER and contractor of the commencement of any work requiring a shop drawing or sample if the submittal has not been approved by ENGINEER.

1.4.2.5 Review of Work, Rejection of Defective Work, Inspections and Tests:

a) Conduct on-site observations of the work in progress to assist ENGINEER in determining if the work is in general proceeding in accordance with the contract documents.

b) Report to ENGINEER whenever RPR believes that any work is unsatisfactory, faulty, or defective or does not conform to the contract documents, or has been damaged, or does not meet the requirements of any inspection, test, or approval required to be made; and advise ENGINEER of work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection, or approval.

c) Verify that tests, equipment, and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel and that contractor maintains adequate records thereof; and observe, record, and report to ENGINEER appropriate details relative to the test procedures and startups.

d) Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to ENGINEER.

1.4.2.6 Interpretation of Contract Documents: Report to ENGINEER when clarifications and interpretations of the contract documents are needed and transmit to contractor clarifications and

interpretations as issued by ENGINEER.

1.4.2.7 Modifications: Consider and evaluate contractor's suggestions for modifications in drawings or specifications and report with RPR's recommendations to ENGINEER. Transmit to contractor decisions as issued by ENGINEER.

1.4.2.8 Records:

a) Maintain orderly files for correspondence, reports of job conferences, shop drawings and samples, reproductions of original contract documents including all work directive changes, addenda, change orders, field orders, additional drawings issued subsequent to the execution of the contract, ENGINEER's clarifications and interpretations of the contract documents, progress reports, and other project related documents.

b) Keep a diary or log book, recording contractor hours on the job site, weather conditions, data relative to questions of work directive changes, change orders, or changed conditions, list of job site visitors, daily activities, decisions, observations in general and specific observations in more detail as in the case of observing test procedures; and send copies to ENGINEER.

c) Record names, addresses, and telephone numbers of all contractors, subcontractors, and major suppliers of materials and equipment.

1.4.2.9 Reports:

a) Furnish ENGINEER with periodic reports, as required, of progress of the work and of contractor's compliance with the progress schedule and schedule of shop drawings and sample submittals.

b) Consult with ENGINEER in advance of scheduled major tests, inspections, or start of important phases of the work.

c) Draft proposed change orders and work directive changes, obtaining backup material from contractor and recommend to ENGINEER change orders, work directive changes, and field orders.

d) Report immediately to ENGINEER and OWNER upon the occurrence of any accident.

1.4.2.10 Payment Requests: Review applications for payment with contractor for compliance with the established procedure for their submission, and forward with recommendations to ENGINEER, noting particularly the relationship of the payment requested to the schedule of values, work completed, and materials and equipment delivered at the site but not incorporated in the work.

1.4.2.11 Certificates, Maintenance, and Operation Manuals: During the course of the work, verify that certificates, maintenance, and operation manuals and other data required to be assembled and furnished by contractor are applicable to the items actually installed and in accordance with the contract documents, and have this material delivered to ENGINEER for review and forwarding to OWNER prior to final payment for the work.

1.4.2.12 Completion:

a) Before ENGINEER issues a certificate of substantial completion, submit to contractor a list of observed items requiring completion or correction.

b) Conduct final inspection in the company of ENGINEER, OWNER, and contractor, and prepare a final list of items to be completed or corrected.

c) Observe that all items on final list have been completed or corrected and make

recommendations to ENGINEER concerning acceptance.

1.4.3 Limitations of Authority. Resident project representative:

1.4.3.1 Shall not authorize any deviation from the contract documents or substitution of materials or equipment, unless authorized by ENGINEER.

1.4.3.2 Shall not exceed limitations of ENGINEER's authority as set forth in the Agreement or the contract documents, however this clause shall not diminish the authority of the RPR, and in the event either party becomes aware of a possible conflict, the parties will meet and confer and resolve the problems reasonably.

1.4.3.3 Shall not undertake any of the responsibilities of contractor, subcontractors, or contractor's superintendent, however this clause shall not diminish the authority of the RPR, and in the event either party becomes aware of a possible conflict, the parties will meet and confer and resolve the problems reasonably.

1.4.3.4 Shall not advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences, or procedures of construction unless such advice or directions are specifically required by the contract documents however this clause shall not diminish the authority of the RPR and in the event either party becomes aware of a possible conflict, the parties will meet and confer and resolve the problems reasonably.

1.4.3.5 Shall not advise on, issue directions regarding, or assume control over safety precautions and programs in connection with the work.

1.4.3.6 Shall not accept shop drawing or sample submittals from anyone other than contractor.

1.4.3.7 Shall not authorize OWNER to occupy the project in whole or in part.

1.4.3.8 Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by ENGINEER.

2. TERMS

2.1 The services of the Engineer shall begin as soon as a written Notice to Proceed (NTP) for each respective project is provided by the OWNER. The following shall be completed and submitted to the Owner as follows:

Task	**Duration**
Miscellaneous Sanitary Sewer Collection System Rehabilitation and Replacement Projects (Identified in Section 1.1.3.1)	Engineering Services anticipated through a period ending October 31, 2025.

2.2 Distribution of compensation between individual tasks indicated in Section 3 may be altered as necessary to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by the OWNER.

3. PAYMENT

3.1 Payment to Engineer shall be at the hourly labor Rates and Non-Labor Rates set forth in the Attachment Number One to Exhibit A: "RATE SCHEDULE 2025, 2026, 2027"; with a total compensation ceiling of $79,500, as set forth in Work Authorization Number **AMA-OC-025-005** to the Agreement for Professional Engineering Consulting Services, Section 5.b. with the estimated maximum as follows:

Task	**Estimated Fee**
Standard Project Engineering Services	
Miscellaneous Sanitary Sewer Collection System Rehabilitation Toolbox (1.1.3.1)	
Annual Collection System Rehabilitation Toolbox Contract Management (Paragraphs 1.1.3.1.1, 1.1.3.1.2, 1.1.3.1.3 and 1.1.3.1.5)	$48,000
Future Rehabilitation Toolbox Project Planning and Development (Paragraph 1.1.3.1.4)	$27,000
GIS System Data Updates for Work Completed Under Toolbox (Paragraph 1.1.3.1.6)	$2,000
Maps and Other Data for Regulatory Agency Reporting (Paragraph 1.1.3.1.7)	$2,500
Total Estimated Maximum Fee – All Services	$79,500

4. SUMMARY OF ATTACHMENTS

Attachment Number One Rate Schedule

ATTACHMENT NUMBER ONE

ALLGEIER, MARTIN and ASSOCIATES, INC.

Consulting Engineers and Surveyors

RATE SCHEDULE
2025, 2026 and 2027

LABOR RATES

Classification	Hourly Billing Rate 01/01/2025 thru 12/31/2025	01/01/2026 thru 12/31/2026	01/01/2027 thru 12/31/2027
Principal/Engineer VI	$302	$316	$330
Principal/Engineer V	$269	$281	$293
Principal/Engineer IV	$243	$254	$266
Principal/Engineer III	$224	$234	$245
Project Manager/Engineer II	$199	$208	$217
Project Manager/Engineer I	$181	$189	$198
Technician IV	$164	$172	$180
Technician III/GIS Specialist	$164	$172	$180
Technician III	$139	$145	$152
Technician II	$125	$130	$136
Technician I	$118	$123	$128
Two-Man GPS Survey Crew	$230	$241	$251
One-Man GPS Survey Crew	$181	$189	$198
Three-Man Survey Crew	$251	$262	$274
Two-Man Survey Crew	$199	$208	$217
Registered Land Surveyor II	$212	$222	$232
Registered Land Surveyor I	$187	$195	$204
Survey Crew Member	$95	$99	$103
Right of Way Specialist	$145	$152	$158
Project Representative III	$139	$145	$152
Project Representative II	$125	$130	$136
Project Representative I	$115	$120	$126
Secretary/Assistant	$95	$99	$103
Print Specialist	$95	$99	$103

Note: All pre-approved overtime hours shall be invoiced at 1 ½ times the hourly billing rates shown above

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NON-LABOR RATES

Item	Rate
Travel	$0.70 per mile (or current IRS rate)
Subsistence	Actual Cost
Lodging	Actual cost
Special Postage or Shipping	Actual cost
Printing	Actual cost
Surveying Materials	Actual cost
Subcontract Specialty Services	Cost + 10%
Deposition & Court Testimony	Standard Hourly Billing Rate x 2
Drone Topographic Processing	$100 per acre

COUNCIL BILL NO. 2025-117 **ORDINANCE NO.**

AN ORDINANCE authorizing the City of Joplin to enter into a work authorization with Allgeier, Martin and Associates, Inc. for engineering consultation services in the not to exceed amount of Seventy-Nine Thousand Five Hundred and 00/100 Dollars ($79,500.00) for the 2025 Evaluation and Rehabilitation Toolbox for Wastewater Collection System and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and, setting a date when this Ordinance shall become effective.

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

Section 1. That the said work authorization by and between the City of Joplin and Allgeier, Martin and Associates, Inc. in the not to exceed amount of Seventy-Nine Thousand Five Hundred and 00/100 Dollars ($79,500.00) for the 2025 Evaluation and Rehabilitation Toolbox for Wastewater Collection System on behalf of the City of Joplin; a true and accurate copy of said work authorization being attached hereto; be and the same is hereby approved.

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

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

Section 4. That this Council Bill shall have an effective date of May 6, 2025.

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

_____, 2025 by a _____ vote.

_____

ATTEST: Keenan T. Cortez, Mayor

_____

Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

COUNCIL BILL NO. 2025-117 **ORDINANCE NO.**

I hereby certify that a sufficient amount is available in the Sanitary Sewer Fund to pay the amounts called for through this on-call engineering selection.

_____

Leslie Haase, Director of Finance

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2025-121 is an amendment to a work authorization between the City of Joplin and Olsson Inc. for ARPA Stormwater- Additional Design Scope.

MEETING DATE
April 21st, 2025

ORIGINATING DEPT
Public Works - Engineering

ATTACHMENTS
CB2025-121 Ordinance; Amendment to Work Authorization

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

SUMMARY
This Council Bill authorizes the City Manager or his designee to amend a work authorization with Olsson Inc. in the not to exceed amount of One Hundred Ninety-Nine Thousand Five Hundred Eighty and 00/100 DOLLARS ($199,580.00) for ARPA Stormwater - Additional Design Scope.

BACKGROUND
On November 28th, 2023 the Missouri Department of Natural Resources (MDNR) awarded the City of Joplin grant funding underneath the American Rescue Plan Act (ARPA). The grant was in the amount of $5,000,000 dollars and the original scope for the project was estimated to be $8,676,000, with the remainder to be funded through the City's Parks and Stormwater Sales Tax. Olsson was selected as the Consultant for the projects and procured the design of the original scope for an amount to not exceed $2,546,900. This included the design and engineering services for 9 different project locations across the City. Since the initial ARPA award, MDNR has amended the grant award amount to $8,625,546 for a total project cost of $14,831,427. With the additional award, the scope of the original project has increased which requires a change to the contract with Olsson, Inc. As seen in Exhibit A, Olsson has consulted with the City to see where the project can best utilize the increase in funding and has prepared an exhibit outlining the additional scope.

FUNDING SOURCE
This item is funded through a combination of State ARPA Funds and Parks and Stormwater Sales Tax and is included in the FY 2025 budget. This amendment's cost share is 58.9% Federal ARPA funds and 41.1% Local funds.

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

CITY		ENGINEER	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: Olsson, Inc. Address: 1027 S. Main St. Suite 503, Joplin, MO 64801	
Attention: Jeremy Hagerman		Attention: ERIC SHELTON, CLAYTON CRISTY, NICK CALTON, KYLE BENNETT	
Department: Engineering		Phone: 4178908802	Fax: 417.890.8805
Phone: 417.624.0820 ext 1538	Fax:	ARPA Stormwater – Additional Design Scope	

AMENDMENT __2*__ TO AGREEMENT BETWEEN THE CITY OF JOPLIN, MISSOURI AND OLSSON, INC. FOR PROFESSIONAL SERVICES DATED JUNE 22, 2023.

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

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

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

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

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

5. **Payment**.

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

b. **Total compensation not to exceed**. It is expressly understood that in no event will the total additional compensation and reimbursement for the Scope of Work described in this Amendment be paid to the Engineer under the terms of AGREEMENT BETWEEN THE CITY OF JOPLIN, MISSOURI AND OLSSON, INC. FOR PROFESSIONAL SERVICES DATED JUNE 22, 2023 exceed the sum of One Hundred Ninety Nine Thousand and Five Hundred Eighty Dollars ($ 199,580.00).

6. **Insurance**. Without limiting any of the other obligations or liabilities of the Engineer, the Engineer shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the work is completed and accepted by the City of Joplin, insurance of such types and in such amounts as may be necessary to protect it and the interests of the City of Joplin against all hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City of Joplin. Regardless of such approval, it shall be the responsibility of the Engineer to maintain adequate insurance coverage at all times during the term of the Contract. Failure of the Engineer to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability under the Contract Documents.

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

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

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

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

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

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

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

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

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

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

g. Legislative or Judicial Changes. In the event the scope or extent of the City's tort liability as a governmental entity as described in Section 537.600 through 537.650 RSMo is broadened or increased during the term of this agreement by legislative or judicial action, the City may require Engineer, upon 10 days written notice, to execute a contract addendum whereby the Engineer agrees to provide, at a price not exceeding Engineer's actual increased premium cost, additional liability insurance coverage as the City may require to protect the City from increased tort liability exposure as the result of such legislative or judicial action. Any such additional insurance coverage shall be evidenced by an appropriate certificate of insurance and shall take effect within the time set forth in the addendum.

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

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

REVIEWED FOR APPROVAL

_____
Name & Title of Staff Project Manager

CERTIFICATE OF DIRECTOR OF FINANCE

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

_____
Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____
Peter Edwards, City Attorney

Engineer: Olsson

By: Andrea Adams

Printed Name: Andrea Adams

Title: Senior Director of Operations

Date: 04/07/2025

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

Date: _____

LETTER AGREEMENT
AMENDMENT #2*

Date: 04/07/2025

This AMENDMENT ("Amendment") shall amend and become a part of the Letter Agreement for Professional Services dated June 22, 2023 between City of Joplin, Missouri ("Client") and Olsson, Inc. ("Olsson") providing for professional services for the following Project (the "Agreement"):

PROJECT DESCRIPTION AND LOCATION

Project is located at: Joplin, MO (ARPA Group A and Group B Projects)

Project Description: ARPA Stormwater – Additional Design Services

SCOPE OF SERVICES

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

Project Management - Fee $20,400
Provide staff management, monthly invoicing and progress reporting for duration of the project. Olsson will coordinate with city staff member for the design and preparation of construction documents for the projects.
Olsson will review construction pay applications and construction submittals for the additional construction scope. It is assumed that the project duration will remain the same and no additional scope will be required for Resident Project Representative.

Project Site B: Valley and Division: Project scope will be modified to include additional survey, design, and testing scope as detailed below:

Task 1: Topographic Survey – Fee $6,000
Olsson will collect Topographic Survey data and determine the right-of-way lines at the intersection of Pool Street & Cox Avenue, Pool Street & Division Avenue, Division Avenue and North Street and Cox Avenue & Hill Street, in the City of Joplin. The Topographic Survey data shall cover the sidewalk ramps within the area generally shown in *Figure 1.* The Right-of-Way lines shall be determined adjacent to the project areas and shall conform to the current Missouri Standards for Property Boundary Surveys. Survey shall be tied to the horizontal and vertical control as established for the Joplin ARPA projects. Olsson's fee does not include preparation of a deliverable survey in paper format. Survey provided will be in AutoCad format only.

- Utility location and mapping is for horizontal location of above ground and underground utilities only. Utility depths will not be obtained or indicated on the topographic survey.

Survey of utilities will be based on tracing and marking by One Call and / or a private utility locater. Olsson is not responsible for miss-marked or unmarked utilities.

- No easement preparation is included as a part of this proposal.
- No title searches will be performed as a part of this proposal.

Task 2: Roadway Improvements – Fee $10,250

Olsson will provide detailed quantity tables for proposed sidewalk replacement, pavement replacement, and will provide detailed special sheets for curb ramp replacement. Plan sheets will include the following:

- Quantity Tables
- Alignment & Survey Control
- ADA Curb Ramp Details
- Crosswalk Striping Layout
- Temporary Traffic Control (TA's)
- Special Details (if needed)

Task 3: Additional Materials Testing Services – Fee $12,505

54	Hrs Technician - Subgrades Compaction @	$85.00	/hour	$4,590.00
16	Hrs Technician - Asphalt Compaction/Sampling@	$85.00	/hour	$1,360.00
36	Hrs Technician - Pavement/Sidewalks @	$85.00	/hour	$3,060.00
1	Proctor - Standard @	$220.00	/each	$220.00
1	Oversize Particle Correction @	$125.00	/each	$125.00
1	Material Passing No. 200 Sieve @	$85.00	/each	$85.00
1	Atterberg Limits @	$125.00	/each	$125.00
1	Theoretical Maximum Specific Gravity (Rice) (Gmm) @	$155.00	/each	$155.00
60	Compression Test - Concrete @	$25.00	/each	$1,500.00
24	Standard Field Equipment @	$25.00	/each	$600.00
3	Hrs Technician - Sample Transport to SGF Lab @	$75.00	/hour	$225.00
1	Trip to SGF - asphalt delivery @	$120.00	/trip	$120.00
34	Trips @	$10.00	/trip	$340.00

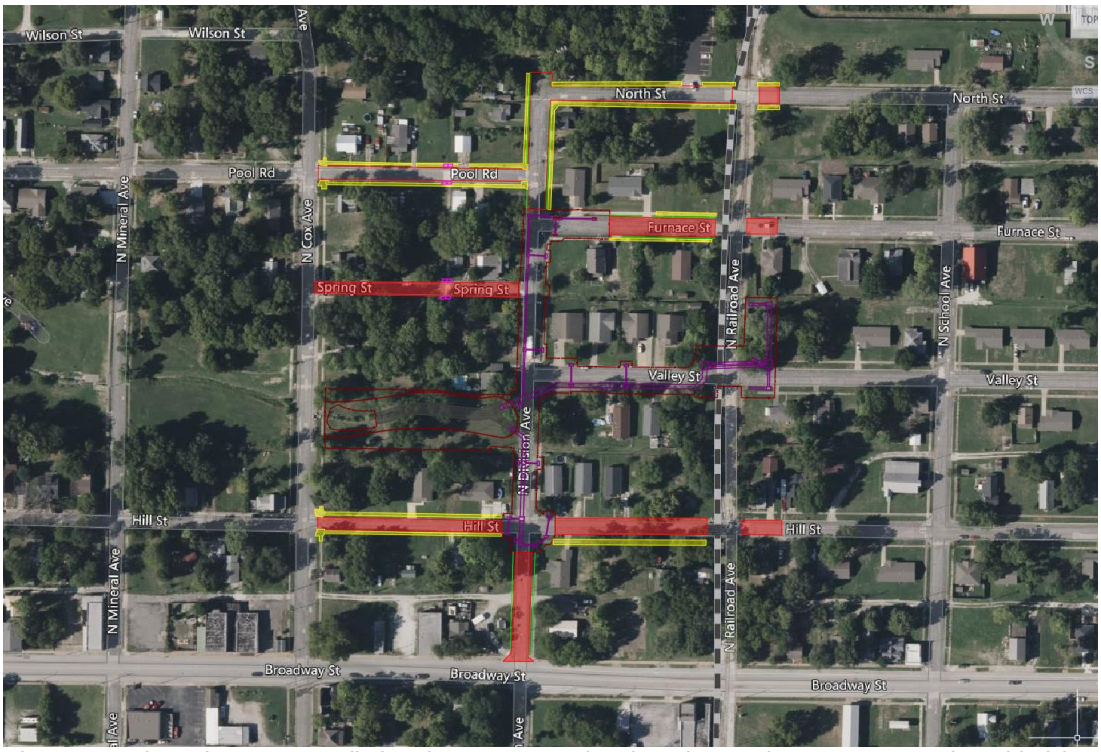


Figure 1: Project Site B: Approx limits of pavement and curb and gutter improvements to be added (pending available funding).

Project Site C: Texas Avenue: Project scope will be modified to include additional survey, design, and testing scope as detailed below:

Task 1: Topographic Survey – Fee $4,000

Olsson will collect Topographic Survey data and determine the right-of-way lines along the alley between Texas Avenue and Highview Avenue (approximately 610-lf), in the City of Joplin. The Topographic Survey data shall cover the sidewalk ramps within the area generally shown in *Figure 2.* The Right-of-Way lines shall be determined adjacent to the project areas and shall conform to the current Missouri Standards for Property Boundary Surveys. Survey shall be tied to the horizontal and vertical control as established for the Joplin ARPA projects. Olsson's fee does not include preparation of a deliverable survey in paper format. Survey provided will be in AutoCad format only.

- Utility location and mapping is for horizontal location of above ground and underground utilities only. Utility depths will not be obtained or indicated on the topographic survey. Survey of utilities will be based on tracing and marking by One Call and / or a private utility locater. Olsson is not responsible for miss-marked or unmarked utilities.
- No easement preparation is included as a part of this proposal.
- No title searches will be performed as a part of this proposal.

Task 2: Roadway Improvements – Fee $7,500

Olsson will provide detailed pavement replacement plan for alleyway. Typical pavement section shall follow City of Joplin Standard Residential Alley Section (ST-03). Olsson will provide basic centerline profile to ensure positive drainage. Plan sheets will include the following:

- Quantity Tables
- Alignment & Survey Control
- Roadway Plan & Profile Sheets
- Temporary Traffic Control (TA's)
- Special Details (if needed)
- Cross Sections (if needed)

Task 3: Additional Materials Testing Services – Fee $2,300

9	Hrs Technician - Subgrades Compaction @	$85.00	/hour	$765.00
8	Hrs Technician - Asphalt Compaction/Sampling @	$85.00	/hour	$680.00
1	Gradation of Extracted Aggregates (w/ AC by Ignition)	$200.00	/each	$200.00
1	Theoretical Maximum Specific Gravity (Rice) (Gmm) @	$155.00	/each	$155.00
3	Hrs Technician - Sample Transport to SGF Lab @	$75.00	/hour	$225.00
5	Standard Field Equipment @	$25.00	/each	$125.00
1	Trip to SGF - asphalt delivery @	$120.00	/trip	$120.00

3	Trips @	$10.00	/trip	$30.00

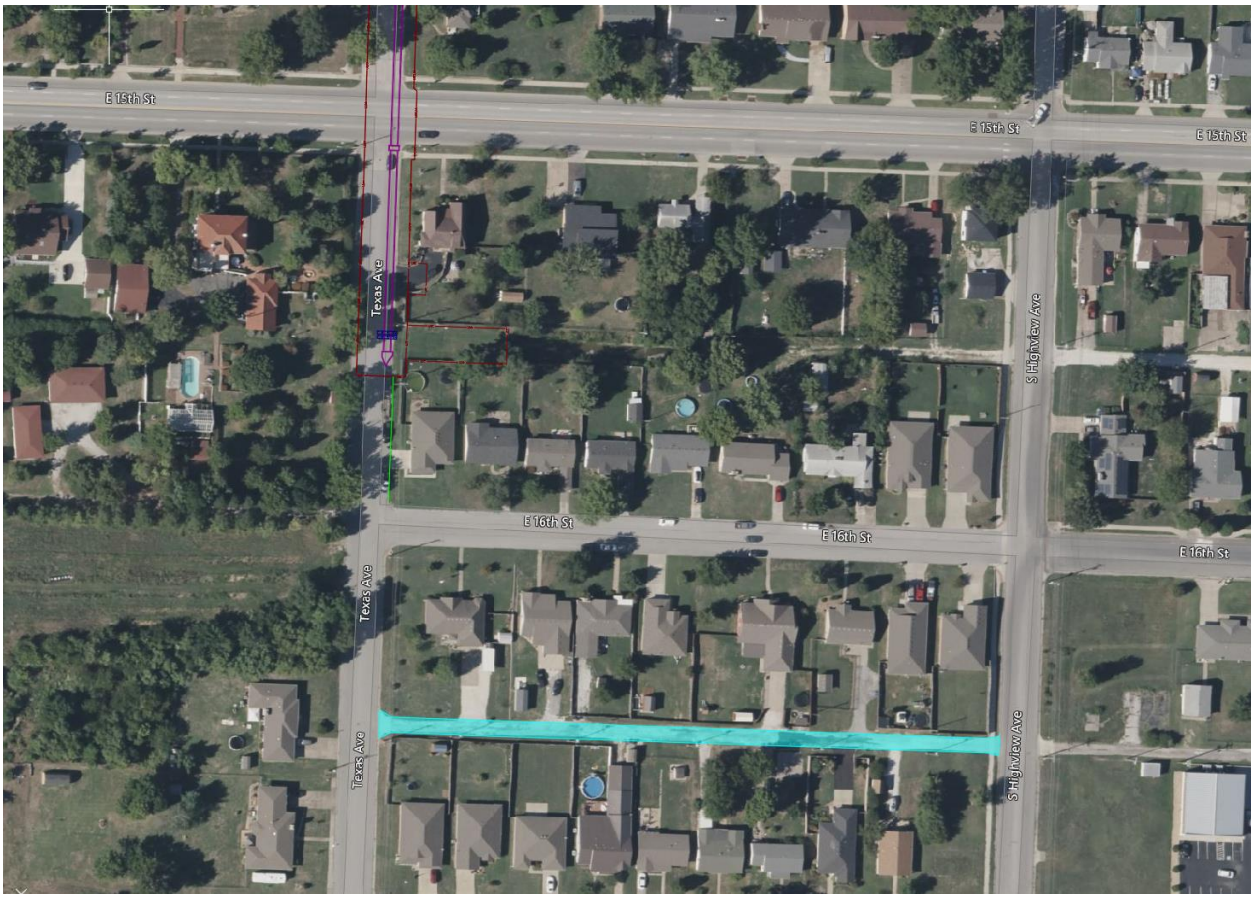


Figure 2: Project Site C: Approx limits of pavement to be added (pending available funding).

Project Site D: Ten Pin Lane: Project scope will be modified to include additional testing scope for Whispering Oaks plans provided by the City of Joplin as detailed below:

Task 1: Additional Materials Testing Services – Fee $2,205

9	Hrs Technician - Imported Fill @	$85.00	/hour	$765.00
6	Hrs Technician - Concrete Channel/Culverts @	$85.00	/hour	$510.00
1	Proctor - Standard @	$220.00	/each	$220.00
1	Oversize Particle Correction @	$125.00	/each	$125.00
1	Material Passing No. 200 Sieve @	$85.00	/each	$85.00
1	Atterberg Limits @	$125.00	/each	$125.00
10	Compression Test - Concrete @	$25.00	/each	$250.00
3	Standard Field Equipment @	$25.00	/each	$75.00
5	Trips @	$10.00	/trip	$50.00

Project Site E: 5th and Porter: Project scope will be modified to include additional survey, design, and testing scope as detailed below:

Task 1: Topographic Survey – Fee $3,000

Olsson will collect Topographic Survey data and determine the right-of-way lines at the intersection of 6th Street & Porter Avenue, in the City of Joplin. The Topographic Survey data shall cover the sidewalk ramps within the area generally shown in *Figure 3.* The Right-of-Way lines shall be determined adjacent to the project areas and shall conform to the current Missouri Standards for Property Boundary Surveys. Survey shall be tied to the horizontal and vertical control as established for the Joplin ARPA projects. Olsson's fee does not include preparation of a deliverable survey in paper format. Survey provided will be in AutoCad format only.

- Utility location and mapping is for horizontal location of above ground and underground utilities only. Utility depths will not be obtained or indicated on the topographic survey. Survey of utilities will be based on tracing and marking by One Call and / or a private utility locater. Olsson is not responsible for miss-marked or unmarked utilities.
- No easement preparation is included as a part of this proposal.
- No title searches will be performed as a part of this proposal.

Task 2: Roadway Improvements – Fee $8,500

Olsson will provide detailed quantity tables for proposed sidewalk replacement, pavement replacement, driveway replacement (assumes 8 driveways) and will provide detailed special sheets for curb ramp replacement. Detailed driveway profiles and driveway special sheets are excluded from the scope. Plan sheets will include the following:

- Quantity Tables
- Alignment & Survey Control
- ADA Curb Ramp Details
- Crosswalk Striping Layout
- Temporary Traffic Control (TA's)
- Special Details (if needed)

Task 3: Additional Materials Testing Services – Fee $8,725

24	Hrs Technician - Subgrades Compaction @	$85.00	/hour	$2,040.00
45	Hrs Technician - Pavement/Sidewalks @	$85.00	/hour	$3,825.00
1	Proctor - Standard @	$220.00	/each	$220.00
1	Oversize Particle Correction @	$125.00	/each	$125.00
1	Material Passing No. 200 Sieve @	$85.00	/each	$85.00
1	Atterberg Limits @	$125.00	/each	$125.00
75	Compression Test - Concrete @	$25.00	/each	$1,875.00
8	Standard Field Equipment @	$25.00	/each	$200.00
23	Trips @	$10.00	/trip	$230.00

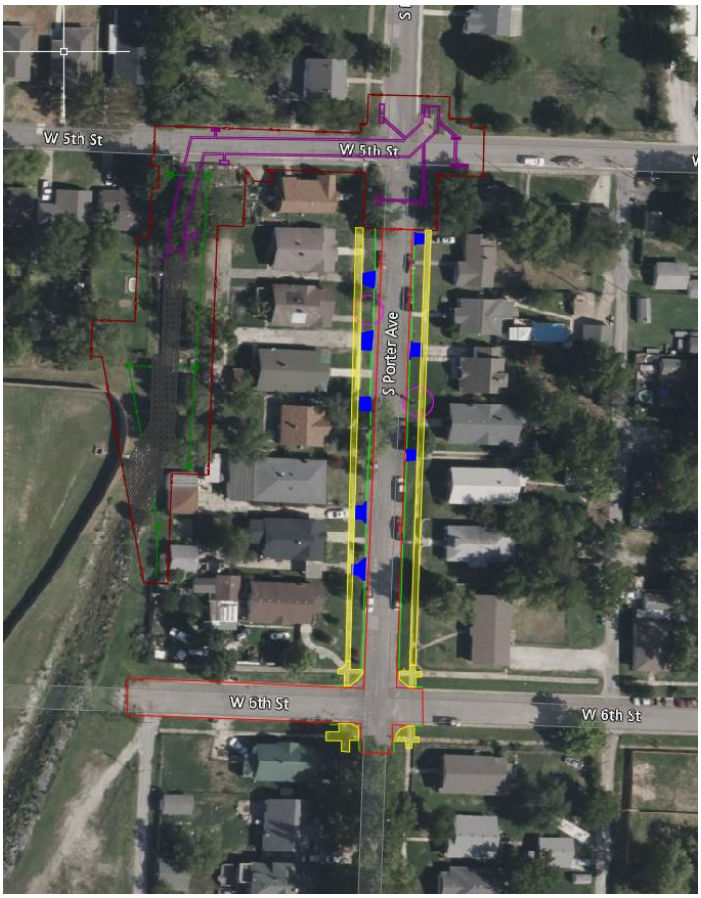


Figure 3: Project Site E: Approx limits of pavement and curb and gutter improvements to be added (pending available funding).

Project Site H: 12th and Wall: Project scope will be modified to include additional survey, design, and testing scope as detailed below:

Task 1: Topographic Survey – Fee $4,500

Olsson will collect Topographic Survey data and determine the right-of-way lines at the intersection of 12th Street & Wall Avenue, 12th Street & Joplin Avenue, and 13th Street & Joplin Avenue, in the City of Joplin. The Topographic Survey data shall cover the sidewalk ramps within the area generally shown in *Figure 4.* The Right-of-Way lines shall be determined adjacent to the project areas and shall conform to the current Missouri Standards for Property Boundary Surveys. Survey shall be tied to the horizontal and vertical control as established for the Joplin ARPA projects. Olsson's fee does not include preparation of a deliverable survey in paper format. Survey provided will be in AutoCad format only.

- Utility location and mapping is for horizontal location of above ground and underground utilities only. Utility depths will not be obtained or indicated on the topographic survey. Survey of utilities will be based on tracing and marking by One Call and / or a private utility locater. Olsson is not responsible for mis-marked or unmarked utilities.
- No easement preparation is included as a part of this proposal.
- No title searches will be performed as a part of this proposal.

Task 2: Roadway Improvements – Fee $6,500

Olsson will provide detailed quantity tables for proposed sidewalk replacement, pavement replacement, and will provide detailed special sheets for curb ramp replacement. Plan sheets will include the following:

- Quantity Tables
- Alignment & Survey Control
- ADA Curb Ramp Details
- Crosswalk Striping Layout
- Temporary Traffic Control (TA's)
- Special Details (if needed)

Task 3: Additional Materials Testing Services – Fee $4,550

9	Hrs Technician - Subgrades Compaction @	$85.00	/hour	$765.00
18	Hrs Technician - Pavement/Sidewalks @	$85.00	/hour	$1,530.00
9	Hrs Technician - Asphalt Compaction/Sampling @	$85.00	/hour	$765.00
1	Proctor - Standard @	$220.00	/each	$220.00
1	Oversize Particle Correction @	$125.00	/each	$125.00
1	Material Passing No. 200 Sieve @	$85.00	/each	$85.00
1	Atterberg Limits @	$125.00	/each	$125.00
1	Gradation of Extracted Aggregates (w/ AC by Ignition)	$200.00	/each	$200.00

1	Theoretical Maximum Specific Gravity (Rice) (Gmm) @	$155.00	/each	$155.00
5	Standard Field Equipment @	$25.00	/each	$125.00
3	Hrs Technician - Sample Transport to SGF Lab @	$75.00	/hour	$225.00
1	Trip to SGF - asphalt delivery @	$120.00	/trip	$120.00
11	Trips @	$10.00	/trip	$110.00



Figure 4: Approx limits of pavement and curb and gutter improvements to be added (pending available funding).

Assumptions & Exclusions (Project Sites B, C, E, and G)

1. Detailed topographic survey only required at ADA Ramps
2. Aerial images may be used for quantity calculations
3. Detailed driveway sheets are excluded
4. Detailed intersection layout sheets are excluded
5. Traffic control plan layout details for review and comment. Typical Applications will be used.
6. Roadway Job Special Provisions are not anticipated. City of Joplin standard specifications will cover detailed construction applications

7. Fully checked, original drawings of the final design plans, including quantity sheets with all quantities tabulated and subtotaled.
8. One electronic copy of engineering calculations and analysis.
9. One electronic copy of a completed summary of quantities and estimate of the construction costs.

Project Site I: Massachusetts and Murphy Boulevard: Project scope will be modified to include additional survey, permitting and design scope as detailed below to design an additional 200 linear feet of stream restoration north of Murphy Boulevard and to replace damaged culvert headwall on the south side of 15th Street.

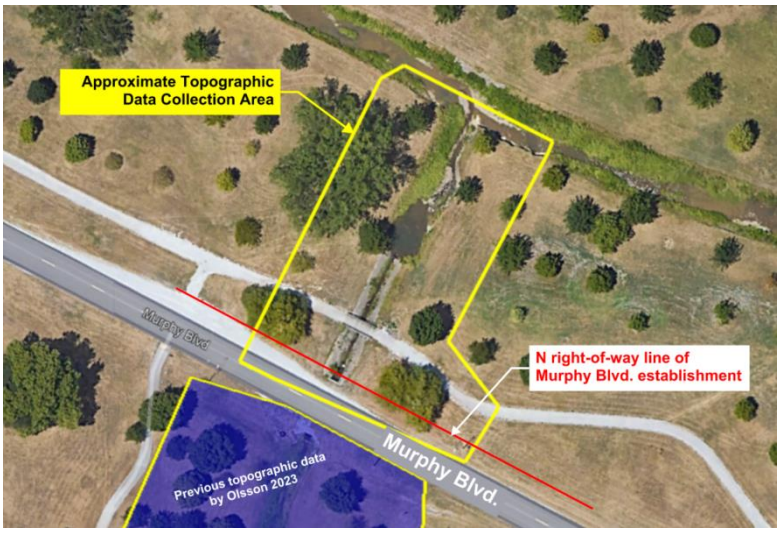
I. Boundary & Topographic Survey Data

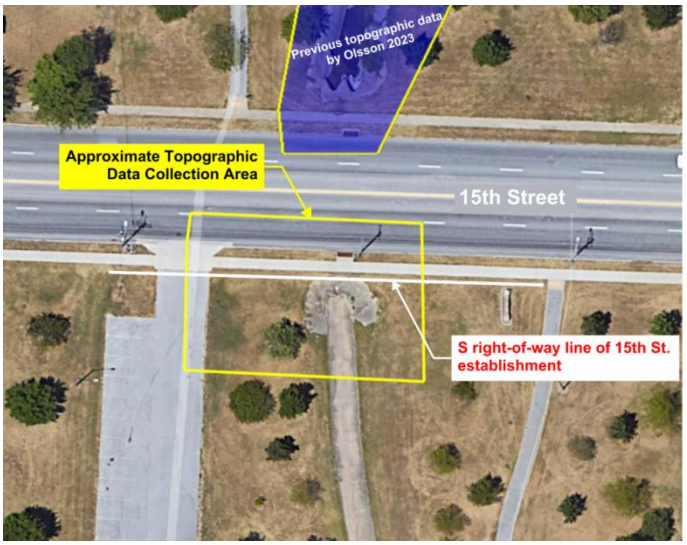
Olsson will collect Boundary & Topographic Survey Data within the areas as generally shown in the attached Exhibit. All in the City of Joplin, Jasper County, Missouri. The Boundary survey data shall conform to the current Missouri Standards for Property Boundary Surveys. The Topographic Survey data shall depict contours at a 1' vertical interval, all physical improvements including drains, pipes, ditches fencing, vegetation outlines and visible utilities, as well as underground utilities as located by Missouri One-Call system. Survey shall be tied vertically to the NAVD 1988 Vertical Datum and horizontally to the Missouri State Plane Coordinate System NAD 83–West Zone-US Survey foot. Olsson's fee does not include preparation of a deliverable survey in paper format. Survey provided will be in AutoCAD format only.

- *Utility depths will not be obtained or indicated on the topographic survey. Survey of utilities will be based on tracing and marking by One Call utility locater. Olsson is not responsible for mismarked or unmarked utilities.*

Fee $4,000.00

Boundary & Topo Exhibits





II. Structural Engineering Design

Task 2.1: Bridge Plans and Foundation Design $18,500

Olsson shall prepare structural designs and construction bid documents for a pedestrian bridge (assumed length ~ 36 feet). It is assumed that the superstructure will be a prefabricated truss system, which will be designed by the manufacturer. Olsson will design the foundations and coordinate with a truss manufacturer to determine preliminary truss loadings, which will be presented as conditional information subject to verification during the preconstruction shop drawing approval process. The lines and grades will be based on the required span length to roughly match the existing banks and provide suitable freeboard over the 10-year design storm event. Water surface elevations will be obtained from the prior H&H design that was completed in a prior phase of this project.

The design will conform to AASHTO LRFD's Pedestrian Bridge Design Guidelines and utilize current City of Joplin Construction Specifications and MoDOT's EPG to govern methods and materials used for construction of the bridge, where appropriate.

Due to the short bridge length, Olsson will utilize an appropriate minimum allowable bearing pressure and compile performance specifications and verification steps to be undertaken during construction by a licensed geotechnical engineer or geologist, prior to allowing construction of the spread footings.

The following structural design tasks are anticipated and included in this scope of services:

Preliminary Bridge Design

- Geometric layout and typical section
- Select barriers and/or fencing.
- Coordinate with geotechnical engineer for appropriate design parameters/specs
- Prepare Preliminary Bridge Plans
    1. Prelim. Bridge Construction Layout
    2. Prelim. Elevation and Typical Section
- Conduct Quality Control Review
- Prepare & Submit Preliminary Opinion of Probable Cost

Final Bridge Design and Plans

- Incorporate client review comments from preliminary plan submittal
- Update and finalize geometric layout including grading around wingwalls
- Prepare & Submit Technical Specifications for Bidding
- Prepare & Submit Final Opinion of Probable Cost
- Conduct Quality Control Review

- Prepare & Submit Final Bridge Plans (~6 Sheets)
  1. Bridge Construction Layout (Plan and Elevation)
  2. Abutment 1 and 2 Details (2 sheets)
  3. Wingwall Details
  4. Superstructure Details (2 sheets, performance spec based)

Task 2.2: Culvert Crossing Headwall and Wingwall Replacement $17,500

Olsson shall prepare structural designs and construction bid documents for a replacement to the upstream end of the 15th Street culvert crossing and the downstream end of the Murphy Boulevard Culvert. Currently, there exists double 60" diameter RCP's with a grouted blanket that forms the effective headwall and "wings" at 15th, and a 6'x6' RCB at Murphy Boulevard. Olsson will identify appropriate removal limits, and design and prepare bid documents for a conventional concrete headwall, apron, and wingwalls.

It is assumed that MoDOT's culvert and wingwall standard drawings can be used as a basis for design and plan production.

Task 2.3: Construction Shop Drawing/Design Approvals $9,500

Olsson will provide <u>limited</u> assistance during construction to assist city staff members by reviewing and approving the contractor's submittals for the following;

- Access plan
- Concrete mix designs
- Manufacturer's Superstructure Design and Truss Shop Drawings
- Bill of reinforcing (barbill) for Abutments, Wingwalls, and Culvert Headwalls
- Contractor's shoring or dewatering design, if necessary

Deliverables

- Preliminary Plans & Cost Estimate
  - Electronic (PDF) deliverables (cost estimate & plans)
  - Opinion of Probable Cost
- Final Design (90% unsigned/unsealed) – for client review/approval
  - Electronic (PDF) deliverables (cost estimate, technical specs & plans)
  - Opinion of Probable Cost
- Final Design (100% signed/sealed) – for bid
  - Electronic (PDF) deliverables (cost estimate, specs & plans)
  - Word Documents (if available) of technical specs and bid form
  - Drawing design files in CAD
  - Opinion of Probable Cost

Client Provided Information

- Available water, sewer, and power locations, size, and materials, if available.
- Record drawings for structures/as-builts/inspection reports.
- Right of entry to perform field work
- City will be responsible for any fees associated with permits

III. Channel Restoration Design Plans - $37,500

- Provide sealed construction drawings for the additional 200 linear feet of stream repair north of Murphy Boulevard and for the headwall replacement south of 15th Street including the following sheets:
    i. Alignment Information and ROW
    ii. Erosion Control
    iii. Demolition
    iv. Stream Plan and Profile
    v. Landscaping Plan
    vi. Trail Replacement
- Channel design will follow the same typical section as the current design south of Murphy Boulevard. Riprap will be evaluated for the culvert discharge location and for the connection location to the stream to the north.

- Olsson will evaluate hydraulics to meet a no-rise criteria. Adjustments will be made to achieve this criteria. No rise certification and floodplain development permit will be completed.

IV. Environmental Permitting

Task 4.1 – Nationwide Permit Modification – Fee $4,000

Olsson will submit a nationwide permit modification to the U.S. Army Corps of Engineers (USACE) for the project site. Nationwide permits are general department of army (DA) permits that meet a set of nationwide standards that have minimal individual and cumulative environmental impacts. Nationwide permits are required when jurisdictional aquatic impacts occur related to a project. Olsson will follow the Clean Water Act regulations (33 CFR Parts 320-332) and Section 404(b)(1) Guidelines (40 CFR Part 230). Nationwide permits include a description of the Project, aquatic impacts, threatened and endangered species (desktop evaluation), and cultural resources (desktop evaluation). Olsson will follow up with additional USACE requests within the limitation of the assumptions outlined below. Olsson will Coordinate with channel design to provide the following information to USACE: Project description, Project design sheets, Quantity (in cubic yards and square feet) of dredge and fill in Waters of the U.S. from the project, Quantity (in cubic yards and square feet) of temporary and permanent impacts by the project to Waters of the U.S.

ITEMS NOT INCLUDED IN THIS TASK:

1. Two or more site visits with the USACE,
2. Agency or client meetings, other than phone call discussions,
3. Changes in project design or location requiring changes to the report,
4. On-Site Habitat or Threatened and Endangered Species Evaluations,
5. On-Site Cultural Resources Study or Evaluation,
6. Permittee Responsible Mitigation Plan and Monitoring,
7. Individual Permit (over 0.5 acre of wetland impacts).

SCHEDULE OF SERVICES

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

Anticipated Start Date: Upon receipt of the Notice to Proceed.

Anticipated Completion Dates: Deliverables will be submitted to the client within 60 days upon receipt of the Notice to Proceed.

V. INSPECTION SERVICES - *$7,645.00*

Fill Placement				
3	Hrs Technician - Subgrade @	$80.00	/hr	$240.00
15	Hrs Technician - Structural Fill @	$80.00	/hr	$1,200.00
1	Standard Proctor @	$220.00	/each	$220.00
1	Oversize Correction @	$125.00	/each	$125.00
1	P200 @	$85.00	/each	$85.00
1	Atterberg Limits @	$125.00	/each	$125.00
6	Standard Equipment @	$25.00	/day	$150.00
6	Trips @	$30.00	/trip	$180.00
Foundation Bearing Materials				
3	Hrs Sr. Technician @	$80.00	/hr	$240.00
1	Trips @	$30.00	/trip	$30.00
Reinforced Concrete				
9	Hrs Technician - Bridge Foundation @	$80.00	/hr	$720.00
6	Hrs Technician - Headwall @	$80.00	/hr	$480.00
25	Compression Test - Concrete @	$25.00	/each	$625.00
5	Trips @	$30.00	/trip	$150.00
Structural Steel				
12	Hrs Steel Technician @	$105.00	/hr	$1,260.00
3	Trips @	$160.00	/trip	$480.00

Project Engineering and Administration

4	Hrs Project Manager/Engineer @	$160.00	/hr	$640.00
4	Hrs Field Manager @	$100.00	/hr	$400.00
1	Hrs Senior Team Leader @	$220.00	/hr	$220.00
1	Hrs Project Administration @	$75.00	/hr	$75.00

Assumptions and Exclusions

- Retaining walls are not excepted and are excluded from this scope of services
- Sanitary sewer relocations are not expected and are excluded
- The Construction duration will remain the same and no additional scope will be required for Resident Project Representative.

TERMS AND CONDITIONS OF SERVICE

All provisions of the original Agreement not specifically amended herein shall remain unchanged. Services provided will be performed at the rates listed in the Unit Rate Schedule attached through January 1, 2026. Rates are subject to change in January 2026.

If this Contract Amendment satisfactorily sets forth your understanding of our agreement, please sign in the space provided below. Retain a copy for your files and return an executed original to Olsson. This proposal will be open for acceptance for a period of 30 days from the date set forth above, unless changed by us in writing.

OLSSON, INC.

By Andrea Adams

By _____
Eric Shelton – Senior Engineer

By signing below, you acknowledge that you have full authority to bind Client to the terms of this Amendment. If you accept this Amendment, please sign:

City of Joplin, Missouri

By _____
Signature

Printed Name _____

Title _____ Dated: _____

Olsson 2025 Billing Rate Schedule

Description	Range		
Principal	$152.00	-	$472.00
Project Manager	$133.00	-	$287.00
Project Professional	$99.00	-	$258.00
Assistant Professional	$74.00	-	$182.00
Designer	$95.00	-	$238.00
CAD Operator	$64.00	-	$150.00
Survey	$59.00	-	$230.00 *
Construction Services	$53.00	-	$305.00 *
Administrative/Clerical	$49.00	-	$300.00

Note:

1. Special Services not included in above categories will be provided on a Special Labor Rate Schedule
2. Rates subject to change based upon updates to Billing Rates for upcoming year.

2025 Field Operations Services
Unit Rate Schedule

Special Inspections and Construction Materials Testing Services

Testing Services (3-Hour Minimum)

Field Technician	Hour	$75.00
Senior Technician	Hour	$85.00
Steel Technician	Hour	$105.00
Field Manager	Hour	$100.00
Project Manager / Project Engineer	Hour	$160.00
Senior Project Manager / Senior Engineer	Hour	$220.00
Administrative Coordinator	Hour	$75.00
Mileage	Mile	$0.85

Laboratory Testing Services

Aggregate Testing

Abrasion - LA Machine	Each	$500.00
Atterberg Limit (Plasticity Index)	Each	$125.00
Bulk Density (Unit Weight) and Voids	Each	$110.00
Deleterious - Clay Lumps and Friable Particles	Each	$190.00
Deleterious - Flat & Elongated Particles	Each	$375.00
Deleterious - Lightweight Particles	Each	$230.00
Deleterious - Organic Impurities	Each	$140.00
Material Finer than No. 200 Sieve	Each	$85.00
Minimum & Maximum Index Density (Vibratory Table)	Each	$260.00
Moisture Content	Each	$21.00
Oversize Particle Correction	Each	$125.00
Particle Size (Gradation) - Sieve Analysis <3/4"	Each	$135.00
Particle Size (Gradation) - Sieve Analysis >3/4"	Each	$220.00
Percent Fractured Particles in Coarse Aggregate	Each	$280.00
Proctor - Modified	Each	$260.00
Proctor - Standard	Each	$220.00
Sand Equivalent of Fine Aggregate	Each	$245.00
Soundness Aggregates (Sodium or Magnesium)	Each	$305.00
Specific Gravity of Aggregate Coarse or Fine Aggregate	Each	$200.00
Uncompacted Void Content of Fine Aggregate	Each	$80.00

Asphalt Testing

Asphalt Binder Content by Ignition	Each	$150.00
Gradation of Extracted Aggregates (Includes Binder by Ignition)	Each	$200.00
Bulk Specific Gravity/ Pavement Cores (1pt)	Each	$70.00
Marshall Density (3pt)	Each	$240.00
Marshall Stability and Flow (3pt)	Each	$350.00
Percent Air Voids in Compacted Paving Mix	Each	$45.00
Preparation & Density of Superpave Gyratory Compaction Specimens (2pt)	Each	$320.00
Theoretical Maximum Specific Gravity (Rice) (Gmm)	Each	$155.00

Cement, Concrete, & Masonry Testing

Chloride Ion	Each	$200.00
Compressive Strength – Block or Block Prism	Each	$230.00
Compressive Strength - Concrete Cores	Each	$95.00
Compressive Strength - Cube (Grout & Mortar)	Each	$45.00
Compressive Strength - Cylinders	Each	$25.00
Density, Absorption & Voids of Hardened Concrete	Each	$630.00
Flexural Strength of Concrete	Each	$75.00
Length Change of Hardened Hydraulic-Cement Mortar and Concrete	Each	$400.00
Measuring Thickness of Concrete Elements (Drilled Cores)	Each	$70.00
Potential Alkali Silica Reactivity (ASR)	Each	$830.00

Equipment

Core Machine/Sampling	Day	$300.00
Dynamic Cone Penetrometer (DCP)	Day	$200.00
Electrical Resistivity - Field (AEMC Gauge)	Day	$100.00
Floor Flatness Equipment	Day	$300.00
Relative Humidity Probe/Sensor	Each	$80.00
Settlement Monitoring Plate	Each	$300.00
Standard Field Equipment	Each	$25.00
Vapor Emission Test Kit	Each	$60.00

Soil Testing

Atterberg Limits (Plasticity Index)	Each	$125.00
CBR Laboratory Compacted (3pt)	Each	$630.00
CBR Laboratory Compacted (1pt)	Each	$230.00
Density (Wet/Dry)	Each	$30.00
Direct Shear Test of Soils (Consolidated Drained) (3pt)	Each	$1,600.00
Dispersion - Crumb	Each	$95.00
Dispersion - Pinhole	Each	$190.00
Material Finer than No. 200 Sieve	Each	$85.00
Moisture Content	Each	$21.00
Moisture Content - Microwave	Each	$50.00

One-Dimensional Consolidation Test	Each	$440.00
Organic Content - Soils	Each	$105.00
Oversize Particle Correction	Each	$125.00
Particle Size (Gradation) - Hydrometer	Each	$250.00
Particle Size (Gradation) - Sieve Analysis	Each	$135.00
Permeability - Flexible Wall Permeameter (Intact)	Each	$550.00
Permeability - Flexible Wall Permeameter (Remold)	Each	$650.00
Proctor - Modified	Each	$260.00
Proctor - Modified w/Additive	Each	$340.00
Proctor - Standard	Each	$220.00
Proctor - Standard w/Chem Additive	Each	$290.00
Swell or Collapse (One Dimensional)	Each	$315.00
Triaxial Compression – Consolidated Drained (Intact)	Each	$1,730.00
Triaxial Compression – Consolidated Drained (Remold)	Each	$1,930.00
Triaxial Compression – Consolidated Undrained (Intact)	Each	$1,575.00
Triaxial Compression – Consolidated Undrained (Remold)	Each	$1,775.00
Triaxial Compression – Unconsolidated Undrained	Each	$180.00
Unconfined Compressive Strength - Intact Rock	Each	$125.00
Unconfined Compressive Strength - Soils	Each	$85.00

Sprayed Fire Resistive Materials (SFRM)

Adhesion of SFRM to Structural Members (Field)	Each	$25.00
Thickness and Density of SFRM to Structural Members	Each	$90.00

General Terms and Conditions

1. These Unit Fees are in effect until January 1, 2026. Services and fees not listed above will be quoted upon request.
2. All services charged are portal-to-portal.
3. Services provided on Saturday, Sunday, Holidays, or in excess of 8-hours/day will be charged at 1.5 times the unit fee.
4. Services provided before 6:00 a.m. and after 6:00 p.m. will be charged at 1.5 times the unit fee.
5. Mileage Rate subject to change based on Federal and IRS rate changes.
6. Subcontracted services and expenses will be invoiced at our cost plus 20%
7. Project Manager time will be included for project coordination and report review.
8. Per Diem will be billed at actual cost + 15% unless otherwise specified.

COUNCIL BILL NO. 2025-121 **ORDINANCE NO**

AN ORDINANCE approving an amended work authorization with Olsson Inc. in the not to exceed amount of One Hundred Ninety-Nine Thousand Five Hundred Eighty Dollars ($199,580.00) for ARPA Stormwater additional design scope and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and setting a date when this ordinance shall become effective.

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

Section 1. That the said amendment to the agreement by and between the City of Joplin and Olsson Inc. in the not to exceed amount of One Hundred Ninety-Nine Thousand Five Hundred Eighty Dollars and No Cents ($199,580.00) a true and accurate copy of said amendment to the 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 amendment, or amendment in substantially similar form, by and on behalf of the City of Joplin.

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

Section 4. That this Council Bill shall have an effective date of May 6th, 2025.

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

_____, 2025 by a _____ vote.

ATTEST: _____
Keenan T. Cortez, Mayor

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

COUNCIL BILL 2025-121

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

_____

Leslie Haase, Director of Finance

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
Council Bill No. 2025-271 – Memorandum of Understanding between City of Joplin and the Economic Security Corporation for the provision of lower income housing located at 2008 S. Sergeant Ave.

MEETING DATE
April 21, 2025

ORIGINATING DEPARTMENT
Planning Department

ATTACHMENTS
Council Bill No. 2025-271; Exhibit A; Exhibit B

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

SUMMARY
This Council Bill approves a cooperative agreement between the City of Joplin and the Economic Security Corporation for the provision of lower income housing.

BACKGROUND
The Economic Security Corporation has acquired the property located at 2008 S. Sergeant Avenue, also known as the Old Freeman Hospital. Upon demolition of the current structure, this agreement will allow the City to assist in the provision of lower income housing at this location through its Home Investment Partnership Program Funds from the U.S. Department of Housing and Urban Development (HUD).

FUNDING SOURCE
Home Investment Partnership Program Funds from the U.S. Department of Housing and Urban Development (HUD).

RECOMMENDATION
Staff recommends this Council Bill be approved on First Reading.

EXHIBIT A

ALL OF LOTS NUMBERED ONE HUNDRED THIRTY-NINE (139), ONE HUNDRED FORTY (140), ONE HUNDRED FORTY-ONE (141), AND ONE HUNDRED FORTY-TWO (142) IN ALBERT F. FRYE'S ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF.

A MEMORANDUM OF UNDERSTANDING TO MEMORIALIZE THE AGREEMENT BETWEEN THE CITY OF JOPLIN, MO AND THE ECONOMIC SECURITY CORPORATION OF SOUTHWEST MISSOURI FOR COOPERATION IN THE PROVISION OF AFFORDABLE HOUSING

THIS MEMORANDUM OF UNDERSTANDING (this "Agreement") is made and entered into this _____ day of April, 2025 (the "Effective Date"), by and between the CITY OF JOPLIN, MISSOURI, hereinafter referred to as "CITY", and the ECONOMIC SECURITY CORPORATION OF THE SOUTHWEST AREA, hereinafter referred to as "ESC", each party having a shared interest in the development of affordable housing at the property commonly known as 2008 S. Sergeant Ave. Joplin, MO; legally described in Exhibit A ("real estate").

WITNESSETH:

WHEREAS, the parties hereto have determined that it is in the best interests of the public health, safety and welfare of the community to cooperate and undertake, and/or assist in the undertaking, of community renewal and lower income housing assistance activities; and

WHEREAS, the CITY is the LEAD ENTITY of the HOME Investment Partnership (HOME) Consortium, and is the recipient of HOME Investment Partnership Program Funds from the U.S. Department of Housing and Urban Development (HUD); and

WHEREAS, the parties hereto agree to develop and undertake a housing development project consistent and appropriate for the location described in Exhibit A and surrounding neighborhood; and

NOW, THEREFORE, in consideration of the above and foregoing recitals, the mutual covenants and agreements herein contained, and in exchange for other good and valuable considerations, the parties hereto agree as follows:

1. PURPOSE: The CITY and ESC hereby expressly agree that the purpose of this agreement is to cooperate to undertake, and/or assist in the undertaking, of an essential lower income housing assistance project, funded by annual HOME appropriations for the federal fiscal years for which the CONSORTIUM qualifies.

2. ELIGIBILITY: The CITY will confirm the eligibility through underwriting of the project DEVELOPER PROPOSAL, in accordance with all regulations of the HOME Investment Partnership Program.

3. REQUIRED ACTIONS. The ESC, acting as owner, sponsor or developer, hereby agrees to take all required actions necessary to assure the development of affordable housing in a timely manner. ESC agrees that if ESC fails to complete the development of residential housing on the real estate located at 2008 S. Sergeant Avenue within twenty-four (24) months from the date of the completed demolition of the current structure, then upon written notice by CITY to ESC, title to any undeveloped lots in the real estate shall be deeded in fee simple from ESC to CITY and said real estate shall be granted free and clear of any reservations, conveyances, restrictions, easements,

options, liens, leaseholds, covenants, reversionary clauses, or other encumbrances affecting the above-described real estate which were acquired or created after the date of this Agreement. In the event ESC does complete construction of the above-described improvements on the real estate, upon ESC's request, CITY agrees to execute an instrument, in recordable form reasonably acceptable to CITY and ESC, acknowledging the satisfaction of this condition and the termination of CITY's reversionary interest in the real estate. CITY's remedies for enforcement of this condition and covenant and Grantor's rights set forth herein, shall include but not be limited to any and all equitable remedies which may be appropriate, including injunctive relief and specific performance.

4. REQUIREMENTS APPLICABLE TO SUB-RECIPIENTS. The CITY, and ESC or designated and mutually agreed upon DEVELOPER, acknowledge and agree that, pursuant to 24 C.F.R. 570.503, the CITY and ESC or same DEVELOPER shall at a later date enter into formal AGREEMENT applicable to sub-recipients including the requirement for a written agreement set forth and required in 24 C.F.R. 92.

IN WITNESS WHEREOF, the parties hereto have caused the above and foregoing Agreement to be executed in triplicate by their respective and duly authorized officers the day and year first above written.

CITY OF JOPLIN, MO	**ECONOMIC SECURITY CORPORATION, OF THE SOUTHWEST AREA**
Signature	Signature
Name	Name
Title	Title
Attest	Attest

COUNCIL BILL NO. 2025-271 ORDINANCE NO.

AN ORDINANCE authorizing the City of Joplin, Missouri, to enter into an Agreement with the Economic Security Corporation, for the purpose of cooperation in the provision of affordable housing; and authorizing the City Manager to execute the same by and on behalf of the City of Joplin.

WHEREAS, the above-named parties have a shared interest in the development of affordable housing at the property commonly known as 2008 S. Sergeant Ave. Joplin, MO; legally described in Exhibit A; and

WHEREAS, the City is the lead entity of the Home Investment Partnership Consortium, and is the recipient of Home Investment Partnership Program Funds from the U.S. Department of Housing and Urban Development (HUD); and

WHEREAS, the parties hereto agree to develop and undertake a housing development project consistent and appropriate for the location described in Exhibit A and surrounding neighborhood.

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

Section 1. That the Agreement by and between the City of Joplin, Missouri, and the Economic Security Corporation, for the purpose of cooperation in the provision of affordable housing, a true and accurate copy of said Agreement being attached hereto and incorporated as Exhibit B, be and the same is hereby approved.

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

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2025, by a vote of _____.

_____
Keenan T. Cortez, Sr., 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. 2025- 353, Building Regulations

MEETING DATE
May 05, 2025

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 B&D Yardbuilders to remove the structures, and any remaining debris including foundation and footings located at 126 S Pearl Ave.

BACKGROUND
The above listed address was "tagged" as a dangerous building on January 8, 2025. The structures were determined to be dangerous under sub sections of the Dangerous Building Code (Section 26-612, Joplin City Code). On March 28, 2025, an advertisement for bids was published in the Joplin Globe with bids being received on April 11, 2025, for the removal of structures and any reaming debris including footings and foundations. At that time bids were received as follows.

Big Johns	$9,926.00
B&D Yardbuilders	$6,478.00
USA Demolition	$6,899.00
Clay Cole Trucking	$11,000.00
Courtney Construction	$8,950.00

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 2024-25 budget of the Revolving Fund.

RECOMMENDATION
City Staff recommends that the demolition removal contract be awarded to B&D Yardbuilders for $6,478.00 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. 2025- 53, Photograph of Property, Bid Tabulation


2025-353 1251 S Pearl Ave


2025/04/17


2025/04/17


2025/04/17

CLOSING DATE:	11-Apr-25	DEPT:	Planning & Community Development
STARTING TIME	10:00 AM		
CLOSING TIME:	10:20 AM	BID OPENED BY:	Jeff Hadley/Jo Anne Mergenthaler
Demolition of All Structures		LOCATION:	126 S Pearl Ave

COMPANY	BIDS
B & D Yardbuilders	$6,478.00
Clay Cole	$11,000.00
USA Demolition	$6,899.00
Courtney Construction	$8,950.00
Big John's Heavy Equipment	$9,926.00

COUNCIL BILL NO. 2025-353 ORDINANCE NO.

AN ORDINANCE approving the contract by and between the City of Joplin and B&D Yardbuilders for the demolition of the structure(s) and clearing of a lot located at 126 S Pearl Ave. in the City of Joplin, Missouri, for Six Thousand Four Hundred Seventy-Eight dollars ($6,478.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

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

Section 1. That the contract with B&D Yardbuilders in the amount of Six Thousand Four Hundred Seventy-Eight dollars ($6,478.00) is hereby approved for the demolition of the structure(s) and clearing of lot area located at 126 S Pearl 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 126 S Pearl Ave.

ALL OF LOT NUMBERED ONE HUNDRED FORTY-EIGHT (148) IN MURPHYSBURG 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_____, 2025, by a vote of _____.

_____
Keenan T. Cortez Sr., Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2025-513 – Approval of a Real Estate Contract

MEETING DATE
May 5, 2025

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2025-513 Ordinance; Exhibit "A" Real Estate Purchase Contract; Map of 1215 Hill 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 1215 Hill Street.

BACKGROUND
The City re-advertised several pieces of buildable surplus property with a bid opening of April 17, 2025. The properties were listed with a minimum bid price based on the appraised value as set forth in the City's land policy.

The City received two bids for 1215 Hill Street, which had a minimum bid price of $1,417.00. Terry Wright submitted the best bid with a sales price of $2,100.00. The property is currently zoned R-2 and contains approximately 3,150 square feet of land.

The City will complete the sale of this parcel on or before August 29, 2025.

FUNDING SOURCE
This item is not applicable for this council bill.

RECOMMENDATION
Staff recommends approval of this council bill on an emergency basis.

COUNCIL BILL NO. 2025-513 **ORDINANCE NO.**

AN ORDINANCE approving the Real Estate Contract by and between the City of Joplin, Missouri, a Municipal Corporation, and Terry Wright, for the sale of one parcel located at 1215 Hill Street, totaling approximately 3,150 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 Two Thousand One Hundred Dollars and No Cents ($2,100.00), by and between the City of Joplin, Missouri, a Municipal Corporation, and Terry Wright for the sale of one parcel located at 1215 Hill Street, totaling approximately 3,150 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 "East Joplin E 10' Lot 6 and All Lot 7 Block 12 in Joplin, Jasper County, Missouri. Zoned R2."

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 _____, 2025, by a _____vote.

_____
Keenan T. Cortez, Sr., 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 _____ 2025, by and between **City of Joplin, Missouri,** a constitutionally chartered Missouri municipal corporation, hereinafter referred to as the **"Seller"** and Terry Wright, 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 1215 Hill Street, the real estate described as follows:

"EAST JOPLIN E 10' LOT 6 AND ALL LOT 7 BLOCK 12 IN JOPLIN, JASPER COUNTY, MISSOURI."

2. PURCHASE PRICE. The purchase price to be paid by the Buyers therefor is Two Thousand One Hundred Dollars ($2,100.00). 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 CB 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 CB Title on or before August 29, 2025, 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"

Terry Wright

By: _____

Terry Wright
"BUYER"

Attest:

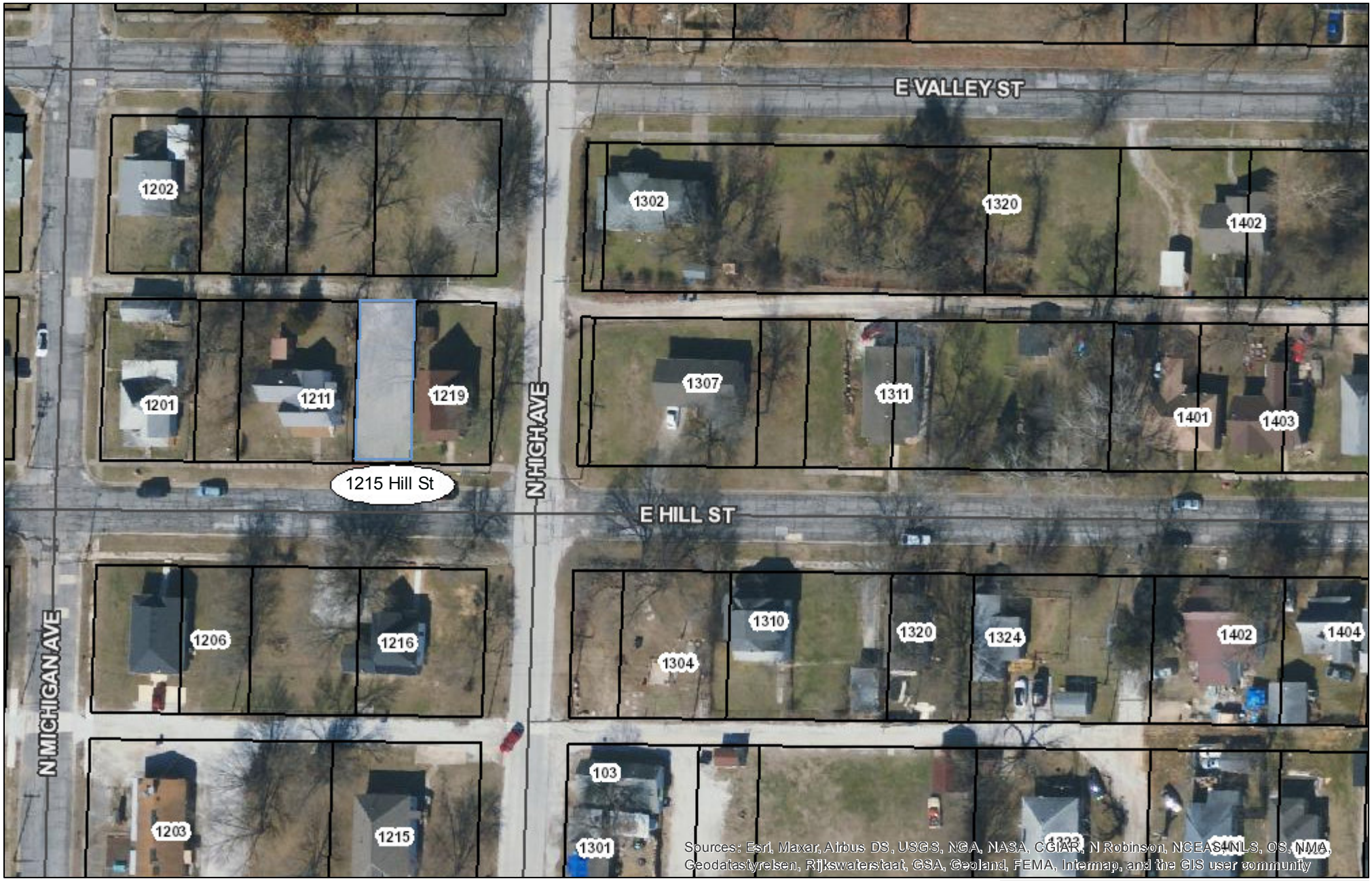
By_____

Holly Nagy, City Clerk

Approved as to Form:

By_____

Peter C. Edwards, City Attorney



Date: 4/25/2025

1 " = 94 '

0 0.0075 0.015 0.03 mi

N

DISCLAIMER

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

CITY OF JOPLIN, MISSOURI
FORMAL BID TABULATION FORM

ITEMS VALUED OVER $15,000

BID #: 2025-06 BID ITEM DESCRIPTION: 1215 HILL

BID OPENING DEADLINE: 4/17/25 DEPARTMENT:

REQUISITION NUMBER: DATE & TIME OPENED:

OPENED BY: ETHAN MCAFEE WITNESSED BY: LESLIE HAASE

VENDOR NAME	DATE RECEIVED	CONTACT NAME	PHONE NUMBER	VENDOR DEBARRED OR SUSPENDED-Y OR N	BID AMOUNT
TERRY WRIGHT					$2,100.00
LAUREN & LEVI KNOBLAUCH					$2,000.00

****ATTACH ALL FORMAL BID DOCUMENTS FROM VENDORS****

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2025-514 – Approval of a Real Estate Contract

MEETING DATE
May 5, 2025

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2025-514 Ordinance; Exhibit "A" Real Estate Purchase Contract; Map of 129 North Maple 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 129 North Maple Street.

BACKGROUND
The City re-advertised several pieces of buildable surplus property with a bid opening of April 17, 2025. The properties were listed with a minimum bid price based on the appraised value as set forth in the City's land policy.

The City received one bid for 129 North Maple Street, which had a minimum bid price of $3,906.00. Lauren White submitted the best bid with a sales price of $3,906.00. The property is currently zoned R-1 and contains approximately 6,200 square feet of land.

The City will complete the sale of this parcel on or before August 29, 2025.

FUNDING SOURCE
This item is not applicable for this council bill.

RECOMMENDATION
Staff recommends approval of this council bill on an emergency basis.

COUNCIL BILL NO. 2025-514 **ORDINANCE NO.**

AN ORDINANCE approving the Real Estate Contract by and between the City of Joplin, Missouri, a Municipal Corporation, and Lauren White, for the sale of one parcel located at 129 North Maple Street, totaling approximately 6,200 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 Three Thousand Nine Hundred Six Dollars and No Cents ($3,906.00), by and between the City of Joplin, Missouri, a Municipal Corporation, and Lauren White for the sale of one parcel located at 129 North Maple Street, totaling approximately 6,200 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 "Parkview Addition to Joplin, Lot 157, Jasper County, Missouri. Zoned R1."

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 _____, 2025, by a _____vote.

_____
Keenan T. Cortez, Sr., 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 _____ 2025, by and between **City of Joplin, Missouri,** a constitutionally chartered Missouri municipal corporation, hereinafter referred to as the **"Seller"** and Lauren White, 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 129 North Maple Avenue, the real estate described as follows:

> "The property is located at the southeast corner of A Street and Maple Avenue (PARKVIEW ADDITION TO JOPLIN, LOT 157, JASPER COUNTY, MISSOURI, Lot is approximately 6,200 square feet)."

2. PURCHASE PRICE. The purchase price to be paid by the Buyers therefor is Three Thousand Nine Hundred Six Dollars ($3,906.00). 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 CB 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 CB Title on or before August 29, 2025, 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"

Lauren White

By: _____

Lauren White
"BUYER"

Attest:

By_____

Holly Nagy, City Clerk

Approved as to Form:

By_____

Peter C. Edwards, City Attorney



Date: 4/25/2025

1 " = 94 '

0 0.0075 0.015 0.03 mi

N

DISCLAIMER

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

CITY OF JOPLIN, MISSOURI
FORMAL BID TABULATION FORM

ITEMS VALUED OVER $15,000

BID #: 2025-01 BID ITEM DESCRIPTION: 129 N MAPLE

BID OPENING DEADLINE: 4/17/25 2:00 PM DEPARTMENT:

REQUISITION NUMBER: DATE & TIME OPENED:

OPENED BY: ETHAN MCAFEE WITNESSED BY: LESLIE HAASE

VENDOR NAME	DATE RECEIVED	CONTACT NAME	PHONE NUMBER	VENDOR DEBARRED OR SUSPENDED-Y OR N	BID AMOUNT
LAUREN WHITE					$3,906.00

****ATTACH ALL FORMAL BID DOCUMENTS FROM VENDORS****

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2025-515 – Approval of a Real Estate Contract

MEETING DATE
May 5, 2025

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2025-515 Ordinance; Exhibit "A" Real Estate Purchase Contract; Map of 831 South Ozark 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 831 South Ozark Street.

BACKGROUND
The City re-advertised several pieces of buildable surplus property with a bid opening of April 17, 2025. The properties were listed with a minimum bid price based on the appraised value as set forth in the City's land policy.

The City received one bid for 831 South Ozark Street, which had a minimum bid price of $3,780.00. Lauren White submitted the best bid with a sales price of $3,780.00. The property is currently zoned R-1 and contains approximately 6,000 square feet of land.

The City will complete the sale of this parcel on or before August 29, 2025.

FUNDING SOURCE
This item is not applicable for this council bill.

RECOMMENDATION
Staff recommends approval of this council bill on an emergency basis.

COUNCIL BILL NO. 2025-515 ORDINANCE NO.

AN ORDINANCE approving the Real Estate Contract by and between the City of Joplin, Missouri, a Municipal Corporation, and Lauren White, for the sale of one parcel located at 831 South Ozark Street, totaling approximately 6,000 square feet of land; and authorizing the City Manager to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

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 Three Thousand Seven Hundred Eighty Dollars and No Cents ($3,780.00), by and between the City of Joplin, Missouri, a Municipal Corporation, and Lauren White for the sale of one parcel located at 831 South Ozark Street, totaling approximately 6,000 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 "United Zinc Companys Addition to Joplin Beginning 97 Feet 3 Inches South Northwest Corner Lot 49 Thence East 100 Feet South 60 Feet West 100 Feet North 60 Feet to the Point of Beginning to the City of Joplin, Jasper County, Missouri. Zoned R1."

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 _____, 2025, by a _____vote.

_____
Keenan T. Cortez, Sr., 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 _____ 2025, by and between **City of Joplin, Missouri,** a constitutionally chartered Missouri municipal corporation, hereinafter referred to as the **"Seller"** and Lauren White, 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 831 South Ozark Avenue, the real estate described as follows:

> "UNITED ZINC COMPANYS ADDITON TO JOPLIN BEGINNING 97 FEET 3 INCHES SOUTH NORTHWEST CORNER LOT 49 THENCE EAST 100 FEET SOUTH 60 FEET WEST 100 FEET NORTH 60 FEET TO THE POINT OF BEGINNING TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI."

2. PURCHASE PRICE. The purchase price to be paid by the Buyers therefor is Three Thousand Seven Hundred Eighty Dollars ($3,780.00). 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 CB 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 CB Title on or before August 29, 2025, 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"

Lauren White

By: _____

Lauren White
"BUYER"

Attest:

By_____

Holly Nagy, City Clerk

Approved as to Form:

By_____

Peter C. Edwards, City Attorney



Date: 4/25/2025

1 " = 188 '

0 0.0175 0.035 0.07 mi

N

DISCLAIMER

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

CITY OF JOPLIN, MISSOURI
FORMAL BID TABULATION FORM

ITEMS VALUED OVER $15,000

BID #: 2025-02

BID ITEM DESCRIPTION: 831 OZARK

BID OPENING DEADLINE: 4/17/25

DEPARTMENT:

REQUISITION NUMBER:

DATE & TIME OPENED:

OPENED BY: ETHAN MCAFEE

WITNESSED BY: LESLIE HAASE

VENDOR NAME	DATE RECEIVED	CONTACT NAME	PHONE NUMBER	VENDOR DEBARRED OR SUSPENDED-Y OR N	BID AMOUNT
LAUREN WHITE					$3,780.00

****ATTACH ALL FORMAL BID DOCUMENTS FROM VENDORS****

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2025-120 Approval of Agreement and Purchase Order 2025A with Ace Pipe Cleaning, Inc. for the 2025 Evaluation and Rehabilitation Toolbox for Wastewater Collection System.

MEETING DATE
May 5, 2025

ORIGINATING DEPT
Public Works – Engineering

ATTACHMENTS
CB2025-120 Ordinance; Agreement; Bid Summary; Purchase Order 2025A Exhibit Map; Joplin's 2026 Activities Plan

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

SUMMARY
This Council Bill will approve an Agreement and Purchase Order 2025A between the City of Joplin and Ace Pipe Cleaning, Inc. for the 2025 Evaluation and Rehabilitation Toolbox for Wastewater Collection System in the amount of Seven Hundred Fifty Thousand and 00/100 Dollars ($750,000.00).

BACKGROUND
On May 20, 2019, the City Council authorized Joplin to enter into an Abatement Order on Consent (AOC) with the Missouri Department of Natural Resources (MDNR) to address sanitary sewer overflows (SSOs) and wastewater treatment plant bypasses. As part of this agreement, the City developed a 2026 Activities Plan to reduce inflow and infiltration (I&I) in targeted sewer basins through strategic system improvements.

The AOC outlines three-year milestones, including pipe lining, smoke testing, and repairs to sewer mains, laterals, and manholes. Since mid-2019, the City has used a flexible "Toolbox" contract to support these efforts, building on earlier contracts aimed at cleaning, evaluation, and rehabilitation. In line with procurement policies, the 2025 Toolbox contract was publicly advertised and appeared in the Joplin Globe on March 5th, 2025, with estimated quantities and unit-priced items. Four contractors submitted bids for over 420 items, and the lowest bid ($2,359,998.22) was submitted by Ace Pipe Cleaning, Inc. This menu-based contract allows unit pricing to be applied to future purchase orders.

City staff will continue using this contract to repair defects identified through smoke testing and CCTV inspections, with a focus on high-priority basins from the 2017 I&I Strategic Plan and the 2026 Activities Plan (see attached Joplin's 2026 Activities Plan).

Staff are now prepared to issue Purchase Order 2025A to Ace Pipe Cleaning, Inc. This order includes cured-in-place pipe and lateral repairs in the Broadway basin, smoke testing in the College Skyline basin, and CCTV inspections near Rangeline, I-44, and downstream of Silver Creek (see attached Purchase Order 2025A Exhibit Map).

FUNDING SOURCE

This is included in the FY 2025 Budget in the Sanitary Sewer Fund.

RECOMMENDATION

Staff recommend approval of this Council Bill on first reading.

COUNCIL BILL NO. 2025-120 **ORDINANCE NO.**

AN ORDINANCE approving an Agreement and Purchase Order 2025A with Ace Pipe Cleaning, Inc. for the 2025 Evaluation and Rehabilitation Toolbox for Wastewater Collection System in the amount of Seven Hundred Fifty Thousand and 00/100 Dollars ($750,000.00) and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and, setting a date when this Ordinance shall become effective.

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

Section 1. That the said agreement and purchase order by and between the City of Joplin and Ace Pipe Cleaning, Inc in the amount of Seven Hundred Fifty Thousand and 00/100 Dollars ($750,000.00) for the 2025 Evaluation and Rehabilitation Toolbox for Wastewater Collection System on behalf of the City of Joplin; a true and accurate copy of said agreement and purchase order being attached hereto; be and the same is hereby approved.

Section 2. That the City Manager of the City of Joplin, Missouri, or his designee, is hereby authorized and directed to execute said agreement and purchase order, by and on behalf of the City of Joplin.

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

Section 4. That this Council Bill shall have an effective date of May 20, 2025.

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

_____, 2025 by a _____ vote.

_____

ATTEST: Keenan T. Cortez, Mayor

_____

Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

COUNCIL BILL NO. 2025-120 **ORDINANCE NO.**

I hereby certify that a sufficient amount is available in the Sanitary Sewer Fund to pay the amounts called for on the basis of the bids received.

_____

Leslie Haase, Director of Finance

AGREEMENT
BETWEEN
CITY OF JOPLIN AND ACE PIPE CLEANING, INC.

CITY		CONTRACTOR	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: **Ace Pipe Cleaning, Inc.** Address: **6601 Universal Ave.** **KANSAS CITY, MO 64120**	
Attention: **John Cruz**		Attention: **Ryan Poertner**	
Department: **Public Works/Engineering**		Phone: **314.531.1127**	Fax: **314.531.4584**
Phone: **417.624.0820** ext: **1584**	Fax: 417.624.4620	Project: 2025 Evaluation and Rehabilitation Toolbox for Wastewater Collection System	

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

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

2025 Evaluation and Rehabilitation Toolbox for Wastewater Collection System

The City and Contractor agree to the following:

1. Manner and Time for Completion. The Contractor will furnish all supervision, labor, tools, equipment, materials and supplies necessary to perform, and to perform said work at Contractor's own expense in accordance with the contract documents and any applicable City ordinances and state and federal laws within the timeframe set forth by each respective Work Order. Work Orders will not be issued after October 31, 2025, unless both parties agree to renew the contract for one additional calendar year. The unit prices established for the various work and material items herein shall be valid for the duration of any work order issued as part of this contract. At the time of each agreed upon renewal, the Contractor has the option of adjusting the unit prices submitted in the Bid Schedule based on the current Producer Price Index (PPI) as published by the U.S. Bureau of Labor Statistics. The percent change in contract unit prices can be adjusted up to the index point change between the two time periods (renewal year to year) for the corresponding material or equipment. It shall be the Contractor's responsibility to submit the appropriate supporting PPI data to the Engineer for review and approval.

2. Prevailing Wages. All labor utilized in the construction of the aforementioned improvements shall be paid a wage of no less than the "prevailing hourly rate of wages" for work of a similar character in this locality, as established and amended at any time by the Department of Labor and Industrial Relations of the State of Missouri. At any time, the contractor is found to not have paid

prevailing wages, the contractor shall forfeit as a penalty to the city one hundred dollars for each underpaid worker employed, for each calendar day, or portion thereof such worker is paid less than the said stipulated rates for any work done under this contract.

3. Insurance Requirements. Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the work is completed and accepted by the City of Joplin, insurance of such types and in such amounts as may be necessary to protect it and the interests of the City of Joplin against all hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City of Joplin. Regardless of such approval, it shall be the responsibility of the contractor to always maintain adequate insurance coverage during the term of the Contract. Failure of the Contractor to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability in general or under the Contract Documents.

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

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

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

As of January 1, 2025, the minimum coverage for the insurance referred to herein shall be as set out below:

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

Employer's Liability……. $1,000,000.00

b. Commercial General Liability Insurance including coverage for Premises, Operations, Products and Completed Operations, Contractual Liability, Broad Form Property Damage, Independent Contractors, Explosion, Collapse, and Underground Property Damage and endorsed for blasting if blasting required. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Three Million Four Hundred Forty-Eight Thousand Seven Hundred Ten and no/100 Dollars ($3,448,710.00) for all claims arising out of a single accident or occurrence and at least Five Hundred Seventeen Thousand Three Hundred Six and no/100 Dollars ($517,306.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Contractor agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorneys' fees of Contractor, its employees, officers or agents. Contractor agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Three Million Four Hundred Forty-Eight Thousand Seven Hundred Ten and no/100 Dollars ($3,448,710.00) for all claims arising out of a single accident or occurrence and at least Five Hundred Seventeen Thousand Three Hundred Six and no/100 Dollars ($517,306.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

d. Owner's and Contractor's Protective Liability Insurance to protect the City, its agents, servants and employees from claims which may arise from the performance of this Contract, with limits of at least Three Million Four Hundred Forty-Eight Thousand Seven Hundred Ten and no/100 Dollars ($3,448,710.00) for all claims arising out of a single accident or occurrence and at Five Hundred Seventeen Thousand Three Hundred Six and no/100 Dollars ($517,306.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

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

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

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

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

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

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

h. Legislative or Judicial Changes. In the event the scope or extent of the City's tort liability as a governmental entity as described in Section 537.600 through 537.650 RSMo is broadened or increased during the term of this agreement by legislative or judicial action, the City may require Contractor, upon 10 days written notice, to execute a contract addendum whereby the Contractor agrees to provide, at a price not exceeding Contractor's actual increased premium cost, additional liability insurance coverage as the City may require to protect the City from increased tort liability exposure as the result of such legislative or judicial action. Any such additional insurance coverage shall be evidenced by an appropriate certificate of insurance and shall take effect within the time set forth in the addendum.

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

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

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

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

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

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

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

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

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

7. General Independent Contractor Clause. This agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the Contractor will be an independent contractor and not the City's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Missouri Revenue and Taxation laws, Missouri Workers' Compensation and Unemployment Insurance laws. The Contractor will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Contractor's activities and responsibilities hereunder. The Contractor agrees that it is a separate and independent enterprise from the public employer, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This agreement shall not be construed as creating any joint employment relationship between the Contractor and the City, and the City will not be liable for any obligation incurred by the Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

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

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

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

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

portions of the contract, including a reasonable allowance of profit applicable to the actual work performed and such preparations. Anticipatory profits and consequential damages shall not be recoverable by Contractor.

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

13. Liability and Indemnity.

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

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

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

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

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

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

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

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

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

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

a. This Contract

b. All Change Orders
c. Bid Specifications
d. City of Joplin Standard Specifications (Latest Revised Edition)
e. Invitation to Bid
f. Instructions to Bidder
g. Bid
h. Contractor Statement of Qualifications
i. Bid Bond
j. Affidavit of Compliance with Section 292.675 RSMO., Et Seq. (OSHA Safety Training Program)
k. Affidavit of Compliance with Section 285.500 RSMO., Et Seq. (Working Authorization Program)
l. Anti-Collusion Affidavit
m. Notice of Award
n. Notice to Proceed
o. Performance Bond
p. Payment Bond
q. General Conditions of Contract
r. Supplemental General Conditions
s. All Addenda

Notice to Contractors: This contract, together with the other documents enumerated in this paragraph, forms the contract between the parties. These documents are as fully a part of the contract as if attached hereto or repeated herein. Contractor agrees to perform all of the work described in the contract documents and to comply with the terms and conditions defined therein at the unit prices submitted on the Bid Schedule for the total amount equal to each respective work order issued by the Owner, said amount being subject to any approved addenda or change order.

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

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

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

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

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

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

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

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

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

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

23. Records and Audits. Contractor shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the City to assure proper accounting for all project funds. These records will be made available for audit purposes to the City or any authorized representative and will be retained for three years after the expiration of this Contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

CONTRACTOR:

CERTIFICATE OF DIRECTOR OF FINANCE

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

By: _____

Printed Name: _____

Title: _____

CITY OF JOPLIN, MISSOURI

_____

Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____

Daniel Johnson, P.E., Public Works Director

_____

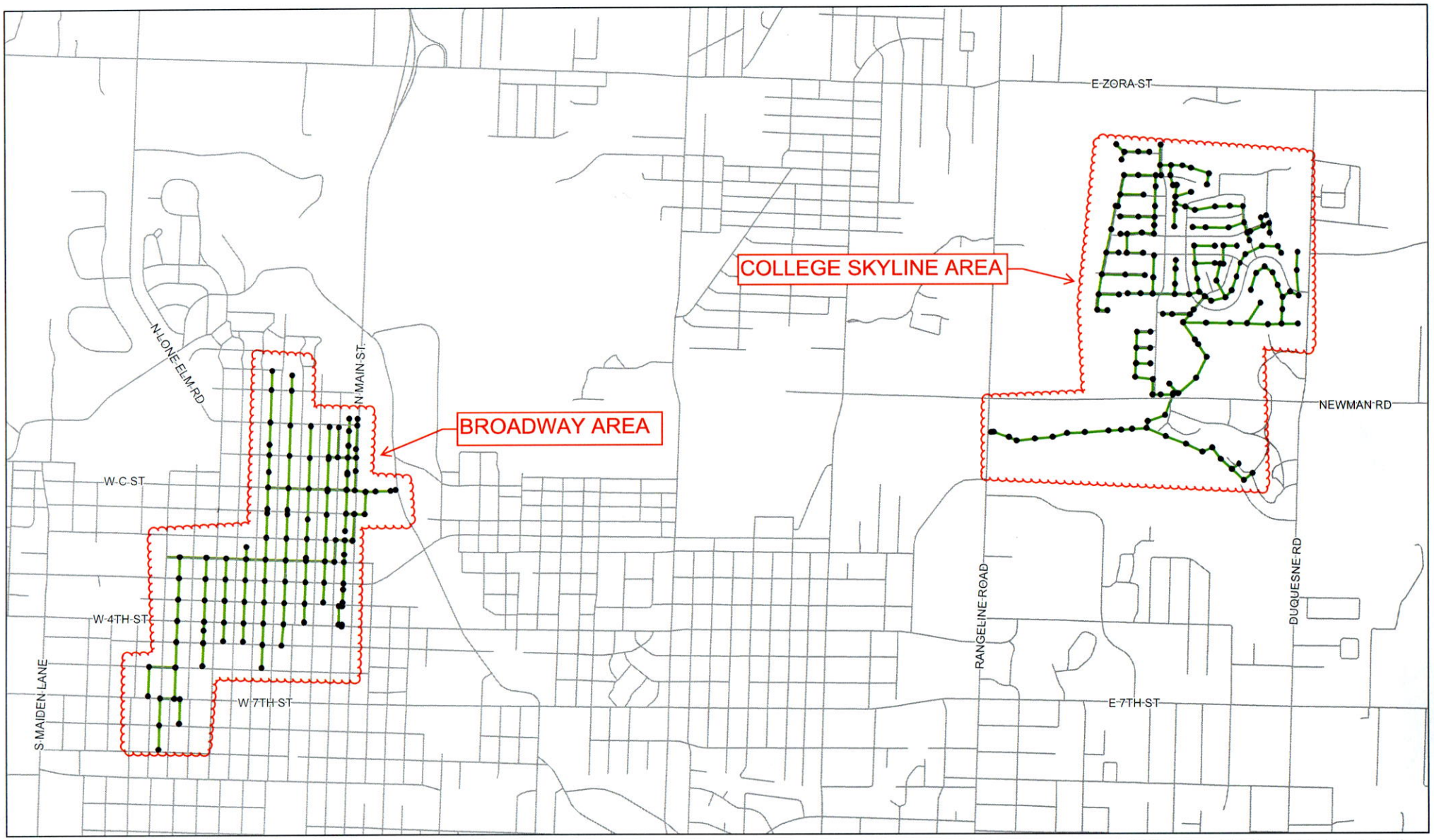
Peter Edwards, City Attorney

BID SUMMARY

PROJECT: 2025 Evaluation and Rehabilitation Toolbox for Wastewater Collection System

DATE OF BID OPENING: March 26th, 2025 @ 02:00 pm

CONTRACTOR	BID
Ace Pipe Cleaning Inc.	$ 2,359,998.22
Hydro-Klean, LLC	$ 2,598,539.25
Bennett, LLC	$ 3,328,550.70
Visu-Sewer of Missouri, LLC	$ 3,627,953.85
Engineer's Estimate	$ 2,700,000.00



PURCHASE ORDER EXHIBIT
FOR
WORK ORDER NO. 2025A

APPENDIX A

THE CITY OF JOPLIN'S 2026 ACTIVITIES PLAN of its SYSTEM RENEWAL & SSO PREVENTION PROGRAM

ACTIVITY	CALENDAR YEARS															
	-2 2017		-1 2018		1 2019		2 2020		3 2021		4 2022		5 2023		6 2024		7 2025		8 2026	
Flow Monitoring	All Basins				Facilities Plan Update & Rate Study										Rate Study					
Hydraulic Modeling			All Basins																	
Smoke Testing [1]					Priority 2 Basins	Priority 2 Basins	Priority 3 Basin		Priority 4 Basin		Priority 5 Basin		Priority 6 Basin		Priority 7 Basin		Priority 8 Basin			
Other Public I&I Evaluation [1]			Priority 1 Basins		Priority 1 Basins		Priority 2 Basins		Priority 3 Basin		Priority 4 Basin	Priority 4 Basin	Priority 5 Basin	Priority 5 Basin	Priority 6 Basin	Priority 6 Basin	Priority 7 Basin	Priority 7 Basin	Priority 8 Basin	Priority 8 Basin
Service Lateral Launches/Investigation					Priority 1 Basins		Priority 2 Basins		Priority 3 Basin		Priority 4 Basin	Priority 4 Basin	Priority 5 Basin	Priority 5 Basin	Priority 6 Basin	Priority 6 Basin	Priority 7 Basin	Priority 7 Basin	Priority 8 Basin	Priority 8 Basin
Evaluate Potential for Joint Stormwater Improvement Project [2]					Priority 1 Basins		Priority 2 Basins		Priority 3 Basin		Priority 4 Basin		Priority 5 Basin		Priority 6 Basin		Priority 7 Basin		Priority 8 Basin	
Implementation of Public Sewer Rehabilitation Methods [3]					Priority 1 Basins		Priority 2 Basins		Priority 3 Basin		Priority 4 Basin	Priority 4 Basin	Priority 5 Basin	Priority 5 Basin	Priority 6 Basin	Priority 6 Basin	Priority 7 Basin	Priority 7 Basin	Priority 8 Basin	Priority 8 Basin
Post Rehabilitation Flow Metering						Priority 1 Basins	Priority 1 Basins	Priority 2 Basins	Priority 2 Basins	Priority 3 Basin	Priority 3 Basin	Priority 4 Basin	Priority 4 Basin	Priority 5 Basin	Priority 5 Basin	Priority 6 Basin	Priority 6 Basin	Priority 7 Basin	Priority 7 Basin	Priority 8 Basin
Private-side I&I Program Development [4]						All Basins														
Private I&I Program Implementation (if warranted)								Priority 1 Basins	Priority 1 Basins	Priority 2 Basins	Priority 2 Basins	Priority 3 Basin	Priority 3 Basin	Priority 4 Basin	Priority 4 Basin	Priority 5 Basin	Priority 5 Basin	Priority 6 Basin	Priority 6 Basin	Priority 7 Basin
Evaluate Program Performance [5]										Priority 1 Basins	Priority 1 Basins	Priority 2 Basins	Priority 2 Basins	Priority 3 Basin	Priority 3 Basin	Priority 4 Basin	Priority 4 Basin	Priority 5 Basin	Priority 5 Basin	Priority 6 Basin
Peak Flow Management Improvements (if necessary) [6,7]												Priority 1 Basins			Priority 2 Basins			Priority 3 Basin		
Ongoing System Renewal Program									All Basins											
MDNR Meeting to Discuss Program Implementation				All Basins		All Basins		All Basins		All Basins		All Basins		All Basins		All Basins		All Basins		All Basins
Update Hydraulic Model												All Basins								

Notes:

A. "Priority Basins" above are for illustrative purposes only. Prioritization of basins shall be determined based on the results of hydraulic modeling and cost-effective analysis, in conjunction with other factors and/or improvement obligations within the City's annual expenditures.

B. Program implementation will progress based upon adaptive evaluations to identify the areas that will deliver the greatest benefits from the public dollars invested.

Footnotes:

1. Smoke testing, manhole inspections, dyed-water testing, and CCTV inspections are examples of I&I evaluations that can be performed within that part of the sanitary sewer system that is owned and maintained by the City.

2. The purpose of this activity is to evaluate the potential for coordinated stormwater improvement projects in an effort to maximize the effectiveness of I&I reduction efforts.

3. Best efforts will be made to implement a cost-effective approach for rehabilitation of public side sanitary sewer lines.

4. The development of a Private-side I&I program must first be approved by the Joplin City Council. The schedule for implementation will be adjusted accordingly, once approved.

5. Program evaluation occurs after any private-side I/I work is done in any given basin, using post-rehabilitation flow data to determine if the impact of the improvements met the program's objectives and goals.

6. Examples of peak flow management improvements include relief sewers, upsizing pipes, increased pumping capacities, or off-line storage.

7. In certain basins, it may be appropriate to construct peak flow management infrastructure after completing rehabiliation and program evaluation in the larger basin.

ADDITIONAL DETAILS of THE CITY OF JOPLIN'S 2026 ACTIVITIES PLAN of its SYSTEM RENEWAL & SSO PREVENTION PROGRAM

Estimates of targeted rehabilitation quantities for the years of the Program are indicated below. These numbers are preliminary and actual performance will likely vary from year to year. Over the life of the Program the goals are expected to be met.

Basins selected in any given year are subject to change; see notes "A" and "B" on page 1.

Interim Milestone: Year 1 - 2019

Basin(s)	I/I Basin Rank	CIPP or New PVC (LF)	Lateral Connection Repairs (EA)	Manhole Rehab (EA)	Smoke Testing (LF) (For Year 2 Basins)	Lateral Launches (EA)
Cleveland (H12-90)	11 *	3,700	90	15	23,500	110
Roanoke 30 (K08-265)	20 *					

* These basins were smoke tested in previous years, and were thus chosen as Early Action Areas.

Interim Milestone: Year 2 - 2020

Basin(s)	I/I Basin Rank	CIPP or New PVC (LF)	Lateral Connection Repairs (EA)	Manhole Rehab (EA)	Smoke Testing (LF) (For Year 3 Basin)	Lateral Launches (EA)
West Joplin (K12-170)	3	3,700	90	15	19,500	300
East Highland (N10-15)	9					

Interim Milestone: Year 3 - 2021

Basin(s)	I/I Basin Rank	CIPP or New PVC (LF)	Lateral Connection Repairs (EA)	Manhole Rehab (EA)	Smoke Testing (LF) (For Year 4 Basins)	Lateral Launches (EA)
Willow Branch (M10-340)	2	3,700	90	15	17,000	300

1ST MILESTONE: Years 1 - 3 (2019 - 2021)

By the end of the 1st Milestone Period (December 31, 2021), the City will have completed the following quantities of renewal work:

ACTIVITY	CIPP or New PVC (LF)	Lateral Connection Repairs (EA)	Manhole Rehab (EA)	Smoke Testing (LF)	Lateral Launches (EA)
QUANTITIES	**11,100**	**270**	**45**	**60,000**	**710**

continued, next page

Interim Milestone: Year 4 - 2022

Basin(s)	I/I Basin Rank	CIPP or New PVC (LF)	Lateral Connection Repairs (EA)	Manhole Rehab (EA)	Smoke Testing (LF) (For Year 5 Basin)	Lateral Launches (EA)
Priority 4 Basin	4	2,300	80	13	26,000	275

Interim Milestone: Year 5 - 2023

Basin(s)	I/I Basin Rank	CIPP or New PVC (LF)	Lateral Connection Repairs (EA)	Manhole Rehab (EA)	Smoke Testing (LF) (For Year 6 Basin)	Lateral Launches (EA)
Priority 5 Basin	7	2,300	80	13	26,000	275

Interim Milestone: Year 6 - 2024

Basin(s)	I/I Basin Rank	CIPP or New PVC (LF)	Lateral Connection Repairs (EA)	Manhole Rehab (EA)	Smoke Testing (LF) (For Year 7 Basin)	Lateral Launches (EA)
Priority 6 Basin	8	2,300	80	13	26,000	275

2ND MILESTONE: Years 1 - 3 (2022 - 2024)

By the end of the 2ND MILESTONE Period (December 31, 2024), the City will have completed the following quantities of renewal work:

ACTIVITY	CIPP or New PVC (LF)	Lateral Connection Repairs (EA)	Manhole Rehab (EA)	Smoke Testing (LF)	Lateral Launches (EA)
QUANTITIES	**6,900**	**240**	**39**	**78,000**	**825**

Prior to Year 7, the City proposes to discuss program successes and strategies for the coming years. Afterwards, the 3rd Milestone period's targeted rehabilitation quantities can be estimated.

Interim Milestone: Year 7 - 2025

Basin(s)	I/I Basin Rank	CIPP or New PVC (LF)	Lateral Connection Repairs (EA)	Manhole Rehab (EA)	Smoke Testing (LF) (For Year 8 Basin)	Lateral Launches (EA)
Priority 7 Basin	5	2,300	80	13	26,000	275

Interim Milestone: Year 8 - 2026

Basin(s)	I/I Basin Rank	CIPP or New PVC (LF)	Lateral Connection Repairs (EA)	Manhole Rehab (EA)	Smoke Testing (LF)	Lateral Launches (EA)
Priority 8 Basin	10	2,300	80	13	-	275

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2025-516 – Approving the updated Salary Administration Plan for Classified and Unclassified positions by adding the newly created positions of Competent Professional Authority-WIC and Health Professional Assistant-WIC

MEETING DATE
May 5, 2025

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2025-516 Ordinance; Exhibit "A"-Salary Administration Plan for Classified and Unclassified positions

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

SUMMARY
This Council Bill approves the updated Salary Administration Plan for Classified and Unclassified positions by adding the newly created positions of Competent Professional Authority-WIC and Health Professional Assistant-WIC.

BACKGROUND
The State of Missouri is requiring the City to eliminate the WIC Certifier position and create two new positions, Competent Professional Authority-WIC and Health Professional Assistant-WIC. There is a pathway for current employees to transition to either position. The placement in the positions will be based on education and experience. The goal of the State is to transition all staff to Competent Professional Authority in order to help reduce the workload for Nutritionists. Nutritionists are in high demand and the positions have been challenging to fill across the State. It is anticipated the positions will be covered 100% by the WIC Grant. The effective date of this change will be June 1, 2025.

FUNDING SOURCE
There is sufficient funding in the Health Department WIC budget for this transition due to vacancies.

RECOMMENDATION
Staff recommends approval of this council bill on first reading.

COUNCIL BILL NO. 2025-516 ORDINANCE NO.

AN ORDINANCE adopting an updated step pay plan by reference the City Salary Administration Plan; establishing the annual salary of certain Classified and Unclassified positions for Fiscal Year 2024-2025; and, setting a date when this Ordinance shall become effective.

WHEREAS, the City Council of the City of Joplin, Missouri, last adopted a new pay plan by Ordinance Number 2024-149 on October 21, 2024; and,

WHEREAS, the City Council desires to add newly created positions of Competent Professional Authority-WIC and Health Professional Assistant-WIC to the approved City Salary Administration Plan effective June 1, 2025; and,

WHEREAS, pursuant to Section 5.10 of the Home Rule Charter of the City of Joplin, Missouri, the Council, by Ordinance, must prescribe the compensation of all officers and employees of the City in the Unclassified service of the City.

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

Section 1. That the attached Step Pay Plan be and the same is hereby adopted as the Salary Administration Plan for certain Classified and Unclassified positions of the City of Joplin as contained in said Plan effective on June 1, 2025, a copy of which is on file in the Office of the City Clerk.

Section 2. That the annual salary of certain Classified positions for Fiscal Year 2024-2025, shall be in accordance with Exhibit "A" attached hereto and incorporated herein.

Section 3. That the annual salary of certain Unclassified positions for Fiscal Year 2024-2025, shall be in accordance with Exhibit "A" attached hereto and incorporated herein.

Section 4. That additional compensation to members of the Unclassified and Classified service shall be based upon length of service and paid in accordance with the Longevity Pay Plan currently in effect.

Section 5. That this ordinance shall become effective on June 1, 2025.

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

_____ day of _____, 2025.

_____

Keenan T. Cortez, Sr., 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 JUNE 1, 2025

* - 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)
N1	Cook	$ 13.923	$ 14.271	$ 14.628	$ 14.994	$ 15.368	$ 15.753	$ 16.146	$ 16.550	$ 16.964	$ 17.388	$ 17.823	$ 18.268	$ 18.725	$ 19.193	$ 19.673	$ 20.165	$ 20.669	
	Court Assistant I	$ 28,960	$ 29,684	$ 30,426	$ 31,187	$ 31,966	$ 32,765	$ 33,585	$ 34,424	$ 35,285	$ 36,167	$ 37,071	$ 37,998	$ 38,948	$ 39,921	$ 40,919	$ 41,942	$ 42,991	
	Custodian																		
	Transit Dispatcher																		
N2	Administrative Assistant	$ 15.037	$ 15.413	$ 15.798	$ 16.193	$ 16.598	$ 17.013	$ 17.438	$ 17.874	$ 18.321	$ 18.779	$ 19.248	$ 19.730	$ 20.223	$ 20.728	$ 21.247	$ 21.778	$ 22.322	
	Breastfeeding Peer Counselor Coordinator	$ 31,277	$ 32,059	$ 32,860	$ 33,682	$ 34,524	$ 35,387	$ 36,271	$ 37,178	$ 38,108	$ 39,060	$ 40,037	$ 41,038	$ 42,064	$ 43,115	$ 44,193	$ 45,298	$ 46,430	
	Court Compliance Officer I																		
	Laborer I																		
	Police Services Assistant																		
	Tourism Assistant																		
	Transit Driver I																		
	Utility Locator																		
	Wastewater Laboratory Assistant																		
N3	Automotive Service Worker	$ 16.240	$ 16.646	$ 17.062	$ 17.488	$ 17.926	$ 18.374	$ 18.833	$ 19.304	$ 19.787	$ 20.281	$ 20.788	$ 21.308	$ 21.841	$ 22.387	$ 22.946	$ 23.520	$ 24.108	
	Court Assistant II	$ 33,779	$ 34,623	$ 35,489	$ 36,376	$ 37,285	$ 38,218	$ 39,173	$ 40,152	$ 41,156	$ 42,185	$ 43,240	$ 44,321	$ 45,429	$ 46,564	$ 47,728	$ 48,922	$ 50,145	
	Engineering Assistant																		
	Health Professional Assistant-WIC																		
	Laborer II																		
	Permit Technician																		
	Recreation Leader																		
	Transit Driver II																		
N4	Accounting Specialist	$ 17.539	$ 17.977	$ 18.427	$ 18.888	$ 19.360	$ 19.844	$ 20.340	$ 20.848	$ 21.370	$ 21.904	$ 22.451	$ 23.013	$ 23.588	$ 24.178	$ 24.782	$ 25.402	$ 26.037	
	Airport Operations Worker	$ 36,481	$ 37,393	$ 38,328	$ 39,286	$ 40,268	$ 41,275	$ 42,307	$ 43,365	$ 44,449	$ 45,560	$ 46,699	$ 47,866	$ 49,063	$ 50,290	$ 51,547	$ 52,835	$ 54,156	
	Assistant City Clerk																		
	Communications Specialist																		
	Competent Professional Authority-WIC																		
	Court Compliance Officer II																		
	Crime Analyst/Accreditation Coordinator																		
	CVB Marketing Specialist																		
	Engineering Technician																		
	Equipment Operator																		
	Evidence Technician																		
	HR Specialist																		
	Interactive Communications Specialist																		
	Legal Specialist																		
	Neighborhood Improvement Officer																		
	Park Ranger																		
	Parks Caretaker																		
	Public Safety Communications Operator I																		

CITY OF JOPLIN
EXHIBIT "A"-SALARY ADMINISTRATION PLAN
FOR CLASSIFIED AND UNCLASSIFIED POSITIONS
EFFECTIVE JUNE 1, 2025

* - 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)
	Recreation Coordinator																		
	Right-of-Way Technician																		
	Transit Driver III																		
	Wastewater Laboratory Technician																		
	Wastewater Plant Operator																		
	Wastewater Plant Utility Worker																		
N10	Airport Police Officer	$ 19.293	$ 19.775	$ 20.270	$ 20.776	$ 21.296	$ 21.828	$ 22.374	$ 22.933	$ 23.506	$ 24.094	$ 24.697	$ 25.314	$ 25.947	$ 26.595	$ 27.260	$ 27.942	$ 28.640	
	Animal Control Officer	$ 40,129	$ 41,132	$ 42,161	$ 43,215	$ 44,295	$ 45,402	$ 46,538	$ 47,701	$ 48,893	$ 50,116	$ 51,369	$ 52,653	$ 53,969	$ 55,318	$ 56,701	$ 58,119	$ 59,572	
	Building Inspector																		
	Building Maintenance Technician																		
	Construction Inspector																		
	Detention Officer																		
	Environmental Public Health Specialist I																		
	Executive Asst/Secretary to City Manager																		
	Heavy Equipment Operator																		
	Parks Facilities Maintenance Technician																		
	Public Safety Communications Operator II																		
	Traffic, Markings and Sign Technician																		
N11	Automotive Technician II	$ 21.222	$ 21.753	$ 22.297	$ 22.854	$ 23.425	$ 24.011	$ 24.611	$ 25.226	$ 25.857	$ 26.504	$ 27.166	$ 27.845	$ 28.541	$ 29.255	$ 29.986	$ 30.736	$ 31.504	
	Communications Technician	$ 44,142	$ 45,246	$ 46,377	$ 47,536	$ 48,725	$ 49,943	$ 51,191	$ 52,471	$ 53,783	$ 55,127	$ 56,506	$ 57,918	$ 59,366	$ 60,850	$ 62,372	$ 63,931	$ 65,529	
	Environmental Public Health Specialist II																		
	GIS Technician																		
	Lead Animal Control Officer																		
	Lead Building Inspector																		
	Lead Case Investigator/Contact Tracer																		
	Lead Cemetery Caretaker																		
	Lead Parks Caretaker																		
	Nutritionist I																		
	Project Coordinator																		
	Property Negotiator/Appraiser																		
	Traffic Signal Technician																		
	Wastewater Plant Technician																		
	Wastewater Pretreatment Technician																		
N20	Airport Operations Supervisor	$ 22.283	$ 22.840	$ 23.411	$ 23.997	$ 24.597	$ 25.211	$ 25.842	$ 26.488	$ 27.150	$ 27.829	$ 28.524	$ 29.238	$ 29.969	$ 30.718	$ 31.486	$ 32.273	$ 33.080	$ 33.907
	Chief Wastewater Plant Operator	$ 46,349	$ 47,508	$ 48,696	$ 49,913	$ 51,161	$ 52,440	$ 53,751	$ 55,095	$ 56,472	$ 57,884	$ 59,331	$ 60,814	$ 62,334	$ 63,893	$ 65,490	$ 67,127	$ 68,806	$ 70,526
	Chief Wastewater Plant Technician																		
	Community Health Planner/Educator																		
	Jail Shift Supervisor																		

CITY OF JOPLIN
EXHIBIT "A"-SALARY ADMINISTRATION PLAN
FOR CLASSIFIED AND UNCLASSIFIED POSITIONS
EFFECTIVE JUNE 1, 2025

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	Nutritionist II																		
	Transit Driver Supervisor																		
	Utility Billing Supervisor																		
	Wastewater Laboratory Supervisor																		
	Wellness Coordinator																		
N21	Accountant I (E)	$ 24.512	$ 25.124	$ 25.752	$ 26.396	$ 27.056	$ 27.733	$ 28.426	$ 29.137	$ 29.865	$ 30.612	$ 31.377	$ 32.161	$ 32.965	$ 33.789	$ 34.634	$ 35.500	$ 36.388	$ 37.297
	Community Health Nurse (E)	$ 50,984	$ 52,259	$ 53,565	$ 54,904	$ 56,277	$ 57,684	$ 59,126	$ 60,604	$ 62,119	$ 63,672	$ 65,264	$ 66,896	$ 68,568	$ 70,282	$ 72,039	$ 73,840	$ 75,686	$ 77,578
	Fire Apparatus Fleet Manager																		
	IT Analyst																		
	Land Surveyor																		
	Planner																		
	Plans Reviewer																		
	Public Safety Communications Supervisor																		
	Recycling Coordinator (E)																		
	Right-of-Way Manager																		
	Wastewater Pretreatment Inspector																		
N22	Accountant II (E)	$ 26.963	$ 27.637	$ 28.328	$ 29.036	$ 29.762	$ 30.506	$ 31.269	$ 32.050	$ 32.851	$ 33.673	$ 34.515	$ 35.377	$ 36.262	$ 37.168	$ 38.098	$ 39.050	$ 40.026	$ 41.027
	Assistant CVB Director/Director of Sales (E)	$ 56,083	$ 57,485	$ 58,922	$ 60,395	$ 61,905	$ 63,452	$ 65,039	$ 66,664	$ 68,331	$ 70,039	$ 71,790	$ 73,585	$ 75,425	$ 77,310	$ 79,243	$ 81,224	$ 83,255	$ 85,336
	Building Maintenance Supervisor (E)																		
	Communications Technician Manager																		
	Fleet Maintenance Supervisor (E)																		
	Golf Course Professional (E)																		
	HR Safety Manager (E)																		
	Jail Administrator (E)																		
	Neighborhood Improvement Supervisor (E)																		
	Regional Response Planner																		
	Transportation Coordinator (E)																		
N23	Assistant Wastewater Plant Superintendent (E)	$ 29.659	$ 30.400	$ 31.161	$ 31.940	$ 32.738	$ 33.556	$ 34.395	$ 35.255	$ 36.137	$ 37.040	$ 37.966	$ 38.915	$ 39.888	$ 40.885	$ 41.907	$ 42.955	$ 44.029	$ 45.130
	Athletic Facilities Superintendent (E)	$ 61,691	$ 63,233	$ 64,814	$ 66,434	$ 68,095	$ 69,797	$ 71,542	$ 73,331	$ 75,164	$ 77,043	$ 78,969	$ 80,944	$ 82,967	$ 85,041	$ 87,167	$ 89,347	$ 91,580	$ 93,870
	Cemetery Superintendent (E)																		
	Emergency Management Coordinator (E)																		
	Financial Analyst (E)																		
	Golf Course Superintendent (E)																		
	Infrastructure Maintenance Supervisor (E)																		
	Medical Services Coordinator (E)																		
	Museum Curator (E)																		
	Network Administrator																		
	Parks Superintendent (E)																		

CITY OF JOPLIN
EXHIBIT "A"-SALARY ADMINISTRATION PLAN
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	Public Information Officer (E)																		
	Public Safety Communications Manager (E)																		
	Webmaster (E)																		
	WIC Services Coordinator (E)																		
N24	Airport Manager (E)	$ 32.625	$ 33.441	$ 34.277	$ 35.133	$ 36.012	$ 36.912	$ 37.835	$ 38.781	$ 39.750	$ 40.744	$ 41.763	$ 42.807	$ 43.877	$ 44.974	$ 46.098	$ 47.251	$ 48.432	$ 49.643
	Assistant City Prosecutor (E)	$ 67,860	$ 69,556	$ 71,295	$ 73,078	$ 74,905	$ 76,777	$ 78,697	$ 80,664	$ 82,681	$ 84,748	$ 86,866	$ 89,038	$ 91,264	$ 93,546	$ 95,884	$ 98,281	$ 100,738	$ 103,257
	Capital Improvement Project Manager (E)																		
	Chief Building Official (E)																		
	Civil Engineer I (E)																		
	Infrastructure Superintendent (E)																		
	Police Captain (E)																		
	Wastewater Plant Superintendent (E)																		
N30	Assistant Director of Health (E)	$ 35.887	$ 36.785	$ 37.704	$ 38.647	$ 39.613	$ 40.603	$ 41.618	$ 42.659	$ 43.725	$ 44.818	$ 45.939	$ 47.087	$ 48.265	$ 49.471	$ 50.708	$ 51.976	$ 53.275	$ 54.607
	Assistant Director of Planning, Development (E)	$ 74,646	$ 76,512	$ 78,425	$ 80,385	$ 82,395	$ 84,455	$ 86,566	$ 88,730	$ 90,949	$ 93,222	$ 95,553	$ 97,942	$ 100,390	$ 102,900	$ 105,473	$ 108,109	$ 110,812	$ 113,582
	Assistant Director of Public Works-Operations (E)																		
	Assistant Finance Director (E)																		
	Assistant Parks Director (E)																		
	City Prosecutor (E)																		
	Civil Engineer II (E)																		
	Deputy Fire Chief (E)																		
N40	Assistant City Attorney (E)	$ 39.476	$ 40.463	$ 41.475	$ 42.512	$ 43.574	$ 44.664	$ 45.780	$ 46.925	$ 48.098	$ 49.300	$ 50.533	$ 51.796	$ 53.091	$ 54.418	$ 55.779	$ 57.173	$ 58.603	$ 60.068
	Assistant Director of Public Works-Engineering (E)	$ 82,110	$ 84,163	$ 86,267	$ 88,424	$ 90,635	$ 92,900	$ 95,223	$ 97,603	$ 100,044	$ 102,545	$ 105,108	$ 107,736	$ 110,429	$ 113,190	$ 116,020	$ 118,920	$ 121,893	$ 124,941
	Assistant Police Chief (E)																		
	* CVB Director (E)																		
	* Director of Communications (E)																		
	* Municipal Court Administrator (E)																		
N41	* Community Health Director (E)	$ 43.424	$ 44.509	$ 45.622	$ 46.763	$ 47.932	$ 49.130	$ 50.358	$ 51.617	$ 52.908	$ 54.230	$ 55.586	$ 56.976	$ 58.400	$ 59.860	$ 61.357	$ 62.891	$ 64.463	$ 66.074
	* Director of IT (E)	$ 90,321	$ 92,579	$ 94,894	$ 97,266	$ 99,698	$ 102,190	$ 104,745	$ 107,364	$ 110,048	$ 112,799	$ 115,619	$ 118,510	$ 121,472	$ 124,509	$ 127,622	$ 130,812	$ 134,083	$ 137,435
	* Director of Planning, Development and NI (E)																		
	* Finance Director (E)																		
	* Fire Chief (E)																		
	* HR Director/Risk Manager (E)																		
	* Parks & Recreation Director (E)																		
N42	* Assistant City Manager (E)	$ 47.766	$ 48.960	$ 50.184	$ 51.439	$ 52.725	$ 54.043	$ 55.394	$ 56.779	$ 58.198	$ 59.653	$ 61.145	$ 62.673	$ 64.240	$ 65.846	$ 67.492	$ 69.180	$ 70.909	$ 72.682
	* Police Chief (E)	$ 99,354	$ 101,837	$ 104,383	$ 106,993	$ 109,668	$ 112,409	$ 115,220	$ 118,100	$ 121,053	$ 124,079	$ 127,181	$ 130,361	$ 133,620	$ 136,960	$ 140,384	$ 143,894	$ 147,491	$ 151,178

CITY OF JOPLIN

EXHIBIT "A"-SALARY ADMINISTRATION PLAN

FOR CLASSIFIED AND UNCLASSIFIED POSITIONS

EFFECTIVE JUNE 1, 2025

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		* Public Works Director (E)																		

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2025-611 – Approving a contract with RAVENii, LLC., for Co-Managed Services and Network Upgrades

MEETING DATE
May 5, 2025

ORIGINATING DEPT
Information Technology

ATTACHMENTS
CB 2025-611 Ordinance; Exhibit "A" RAVENii MSA Contract; RAVENii Bid Response; City of Joplin RFP 2025-RFP-14; Summary of Scores

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

SUMMARY
This Council Bill approves a contract with RAVENii, LLC., to fulfill the scope of work outlined in the RFP and their subsequent response for a 3-year period.

BACKGROUND

Summary of Bid Process:
The following 5 bids were received in response to RFP:

- RAVENii, LLC
- EDGEFI
- BUZZCLAN
- ConsultADD, Inc. (deemed non-compliant)
- MAVERC (RFP arrived late/past RFP deadline)

A city staff team was assembled to assess the bids as set forth in the RFP. The team was Mark Morris, Lane Starchman, Capt. Will Davis, AJ Whistler, and Asst Chief Brian Lewis. The bids were assessed as follows:

15%	Methodology - that the vendor will use to conduct work outlined in RFP and evidence of ability to perform the work described herein.
25%	Experience – previous experience performing related projects of complex nature, including, but not limited to, similar size and type of organization.
10%	References – will be based on references submitted as part of RFP but can include clients not submitted.
40%	Cost of proposal – must contain a cost for the requested scope of work in a "not to exceed" amount.
10%	Staff - capability and availability of professional staff to serve the City of Joplin in a competent and timely manner.

Each staff member independently evaluated the bid responses and scored them based on the above criteria. RAVENii, LLC., received an overall average score of 95.8. RAVENii, LLC., was the unanimous 1st choice with the 2nd respondent receiving an overall average score of 57.4 and 3rd respondent receiving an overall average score of 53.2.

Summary:
RAVENii, LLC., had the highest final score for the RFP and has submitted the best overall bid. The contract price, inclusive of the items in the scope of work, is $236,322.72 annually.

FUNDING SOURCE
General Fund, IT Network Services Acct# 001-2501-500-52.20

RECOMMENDATION
Staff recommends approval of this council bill on 1st reading with an effective date of June 1, 2025

COUNCIL BILL NO. 2025-611 **ORDINANCE NO.**

AN ORDINANCE approving a Contract by and between the City of Joplin and RAVENii, LLC., to implement Co-Managed Services and Network Upgrades; authorizing the City Manager to execute said Contract by and on behalf of the City of Joplin; and containing an effective date.

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

Section 1. That the Contract by and between the City of Joplin and RAVENii, LLC., a true and accurate copy of said agreement being attached hereto and incorporated herein by reference as Exhibit "A", be, and the same is, hereby approved.

Section 2. That the City Manager is hereby authorized and directed, upon recommendation and approval of the City Attorney, to execute said Contract, in substantially similar form, by and on behalf of the City of Joplin, Missouri.

Section 3. That this Council Bill shall have an effective date of June 01, 2025

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2025, by a vote of _____.

_____
Keenan T. Cortez, Sr., Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
IT CO-MANAGED NETWORK SERVICES
FINAL OVERALL AVERAGE SCORE
5-Apr-25

Vendor Name	Score	Score	Score	Score	Score	Total Score	Overall Avg Score
RAVENii	98	100	95	96	90	479	95.8
EDGEFI	55	63	58	54	57	287	57.4
BUZZCLAN	54	55	57	46	54	266	53.2

CITY OF JOPLIN MISSOURI

REQUEST FOR PROPOSAL NO. 2025-RFP-14
Co-Managed Cybersecurity Services & Upgrades

RAVENii LLC | 9664 MARION RIDGE, KANSAS CITY, MO 64137

RAVENii

Company Profile

A. Firm name and business address, including telephone and facsimile numbers, and e-mail address.

RAVENii, LLC

9664 Marion Ridge

Kansas City, MO 64137

844-317-0944

inquiries@ravenii.com

B. Year established (include former firm names and year established). Identify the country and state in which the firm was incorporated or adopted.

Established 2014 | United States | State of Missouri

C. Provide the Firm's type of ownership and, if applicable, parent company or subsidiaries. Include dates of any corporate mergers and/or acquisitions, including all present and former subsidiaries with dates of any and all restructuring since the founding date. Also, provide any licensure in Missouri.

State of Missouri | Certificate of Organization

State of Missouri | Corporate Division, Certificate of Good Standing

D. Clarify the business address and telephone number of the office(s) at which the work is to be accomplished (if different than item #A). Also include the name, address, and telephone number of the project manager, if different than item A.

RAVENii Project Manager

Zachary L Yelland

(785) 219 - 1250

Organizational Structure

RAVENii was launched in 2014 bringing decades of front-line experience across many domains of cybersecurity, while harnessing the power of its global network of seasoned security experts to keep abreast of the ever-changing threat landscape. Today, RAVENii supports data centers, school districts, public municipalities, non-profit organizations, transportation, utilities, manufacturing, financial, and healthcare organizations with its "Gray Matter" approach to cybersecurity in an unceasing effort to improve our customer's security posture.

The RAVENii team has over 100+ years of combined experience in designing, implementing, and operating secure network monitoring and infrastructure. We provide a complete suite of security services tailored to our specific customer needs.

Security Audit & Compliance Experience

- FFIEC since 2004
- PCI since 2003
- CJIS since 2003
- GLBA since 2005
- NIST is the foundation of all the above.
- RAVENii's deep understanding of regulation and cross alignment allows us to be extremely efficient in audit process, remediation, and advisory services.

RAVENii serves as the subject matter expert and advisor for security and compliance for all our active clients. Our U.S. based and geographically diverse SOC team is monitoring network environments, actively alerting on critical anomalies, and advising on remediation efforts with our clients daily.

RAVENii's team of skilled professionals works diligently and efficiently to meet deadlines for onboarding and implementation, provide timely and meaningful reporting, and stay within the budget. RAVENii has a seasoned team of network engineers, to ensure that the security configurations for the City's environment are designed to be scalable.

We have worked with multiple municipalities across the nation to improve their security posture, responsiveness, and cost efficiencies and we pride ourselves on being vendor agnostic. Being vendor agnostic allows RAVENii to be agile. We can leverage the experience we've accumulated over the years of monitoring and managing our clients' security programs to better serve and solve pain points faster for our entire client pool.

Our number 1 goal is to make sure our customers are maximizing their existing investments in information and security technology. Considering the recent increase in adversarial maneuvers against municipalities, RAVENii plans to take a risk-based approach to securing the City's environment. Our advisory team will walk you through the right steps to take and best practices to follow when rightsizing and protecting your infrastructure.

RAVENii is focused on fortifying the City of Joplin's security landscape and protecting your constituent's data from potential cyber-attacks. We've got you covered on all things cybersecurity so you can focus on your strategic goals and initiatives.

RAVENii has a team dedicated to providing security & SOC monitoring services to city municipalities. This team is comprised of several members of the RAVENii staff with diverse areas of expertise to ensure The City of Joplin's needs are met. RAVENii's City Team is ready to serve the City with 24x7x365 monitoring and alerting along with strategic planning concerning infrastructure and growth and potential redesign to ensure security monitoring integration and best practices are included.

The team listed below will all be available to assist The City of Joplin at any time during our contracted

agreement.

RAVENii's City Team:
Gretchen Gregory | CFO

Michael Yelland | Chief Security Officer & Executive Sponsor

Eric Helm | VP of Security Engineering & Architecture & Executive Sponsor

Travis Salsbury | SOC Manager

Brian Miner | Senior SOC Analyst

David Griffin | Senior SOC Analyst

Tylor Lovette | VCISO

Zachary Yelland | Operations Manager

Key Staff Resumes

RAVENii will also assign a team to work directly with the City of Joplin so they can become intimately familiar with the City's resources and infrastructure.

Key Company Representatives:
SOC Manager | Travis Salsbury
Senior SOC Analyst | Brian Miner
Senior SOC Analyst | David Griffin
Tylor Lovette | VCISO

MICHAEL YELLAND, CHIEF SECURITY OFFICER

Summary:

30 years of extensive experience in compliance and regulations, creating and deploying secure network solutions, systems, and information assets.

Experience:

Compliance

Provide network security support and compliance support to two (2) cooperative companies and their 47 power generation and distribution companies located in the Midwest.

Network Security Solutions

Certified Tenable Consultant 1999, Providing advisory on implementation of security center and proper methodology of vulnerability analysis SCADA, industrial IOT and Integrated control systems as it Relates to Utility's, Medical, and Transportation industries. Contributor to Digital Bond Tenable Nessus Policy Audits and its plugin ongoing development and application to Utilities and Industrial controls, Tenable Passive Vulnerability Management for Scada and Threat Identification as it relates to Utilities, and Transportation, NIST of FS-Test of FTK and Dc3dd imaging standards. Continued contributor and spokesperson for the UK and US Cyber Senate ICS, Railways, Nuclear Cyber Security Summit, PLC Cyber Security Research, Smart Meters, Smart Grids, and Utility Radio Mesh Networks. The key incident response team leader for proactive and post-incident response, Real-time incident response, system classification, containment, remediation, and forensic analysis based on enterprise and SCADA attacks.

Deployment

Architect and consulting for SIEM deployment and security operations center for SCADA, ICS, IoT and Industrial Operation Technology (OT). Technical consultant and architect of core MSP products

and hosting solutions (Tenable Security Center, Rapid 7 Meta Pro, Alien Vault SIEM deployment, cloud deployment).

Information Security Consultant

Provide consultation on the establishment of OT baseline assessment, strategic vision and gap analysis for complex enterprise and legacy OT security plans. Produced executive roadmaps for continuous improvement teams, technology, and processes, which resulted in increased capacity to withstand cyber-attacks, as measured by annual sophisticated attack simulations and Penetration Testing. Also, developed training materials and instruction courses for customers in ICS identification and risk management, offensive security team practices, vulnerability management plans, and data forensics laboratories; manages the preservation, acquisition, inspection, analysis, and reporting of digital evidence.

Education, Certifications & Qualifications:

Tenable Certified Security Professional

Rapid 7 Metasploit Certified Specialist

Rapid 7 Nexpose Certified Administrator

Defcon Security

HIPPA

COBIT

NIST

GLBA

PCI

FFIE

NERC/FERC

Centriq, Certified Ethical Hacker

VMware V-Deploy Secure and Analyze

American Bankers Association, Gramm-Leach-Bliley Act

America Bankers Association, FFIEC Safety, Sound Audit, and Compliance

Centriq, CISSP

ERIC HELM, VP of SECURITY ENGINEERING & ARCHITECTURE

Summary:

16 years of experience in the development, design, implementation, security and support of IP data, voice, and video networks.

Experienced with multiple technologies in both service provider and enterprise campus environments including IP Routing, Ethernet Switching, Data Center Ethernet, Wireless LANs, Network Security/Firewalls, VPNs, IP Video, and VoIP.

Experience:

VP Engineering/Security Analyst

Manage & develop technology and processes for managed security services. Penetration testing, threat intelligence, incident response, security event/log analysis.

Senior Systems Engineer

Systems Engineer providing network design, configuration, security, documentation, and troubleshooting. Responsible for large scale IP and IP/MPLS network implementations. Design and implementation of complex firewall, VPN and IPS systems.

Network Engineer

Lead engineer overseeing the install and configuration of LAN/WAN networking equipment. Managed the deployment of several carrier class networks including broadcast IP Video and Voice over IP for over 10,000 subscribers in a service provider environment. Primary engineer for firewall and DHCP/DNS security in the ISP network.

Internet Technology Specialist

Participated and managed the design and implementation of several large, fixed wireless (Licensed and Unlicensed) data networks for voice and data access to subscribers in an ISP network. Designed and installed access network architecture for broadband DSL, Cable, and Wireless access.

Education, Certifications & Qualifications:

Brocade Networks Certified Network Professional (BNCNP) Brocade Networks Certified Network Engineer (BNCNE)

Brocade Networks Certified Ethernet Fabric Professional (BCEFP) Cisco Certified Network Associate (CCNA)

Cisco Certified Design Associate (CCDA)
Extreme Networks Specialist (ENS)
Juniper Networks Certified Internet Specialist - Enterprise Routing and Switching (JNCIS-ENT)
Juniper Networks Certified

Junos Associate (JNCIA-Junos)
Palo Alto Networks Certified Network Security Engineer (PCNSE)

TRAVIS SALSURY, SECURITY OPERATIONS CENTER MANAGER

Summary:

21 years of experience in Security Operations Center; network penetration testing; Windows Server administration; data recovery and digital forensic work; software and hardware installation, configuration, support, and diagnostics.

Experienced with multiple technologies in Windows XP, Windows 7 and 8; Windows Server 2003, 2008, 2010, and 2012; Linux/Unix and IOS, Tenable/Nessus/Security Center, MixMode, Carbon Black, Metasploit/Nexpose, AD Audit+, AD Manager+, Exchange Audit+, AlienVault, EMC Discovery Manager, ASR SMART for Linux, Access Data Forensic Toolkit, FTK, Helix (Linux), Knoppix (Linux), Custom Hash Databases, Windows Forensic Toolchest, and MS Office Suite.

***Experience*:**

Security Operation Center Manager

Lead Security Operations Center team. Manage, deploy, and monitor technology and processes for managed security services. Vulnerability Management, Penetration Testing, Endpoint Security, Network Monitoring, Incident Response, and security event/log analysis.

IT Security Engineer

Monitored, managed, and deployed multiple emailing systems, web filtering, BitLocker, AD infrastructure, AlienVault/OSSIM and vulnerability and patch management.

Network Engineer

Use network monitoring tools and daily server checks to check network health. Managed Symantec Endpoint Protection.

Network and Forensic Analyst, Data Recovery Technician, and Microcomputer Specialist 2 and 4

Acquire, examine, analyze, and report on digital evidence including network forensics. Data recovery, asset coordination, security policy consultation, threat analysis and patch management from damaged or destroyed electronic media. Perform LAN, build-out services and supported workstations, LANs, and software integration.

Education, Certifications & Qualifications:

CompTIA A+

DAVID GRIFFIN, SENIOR SECURITY OPERATIONS CENTER ANALYST

Summary:

4 years of experience in Help Desk, Network Operations Center, Patching, Endpoint Security, System Backups, and Server Builds.

Experienced with many technologies including Windows XP, Windows 7, 8.1 and 10; Windows Server 2003 - 2016; Linux/Unix and IOS, Tenable/Nessus/Security Center, PDQ Deploy and Inventory, MixMode, Carbon Black, FortiManager, Cylance, Nmap, MS Office Suite, N-Able (n-central), O365, MSP 360 (Backup), VMware, and PRTG network monitoring.

Experience:

Security Operations Center Analyst

Manage, deploy, and monitor technology and processes for managed security services. Patching, endpoint security, incident response, manage backups, server builds and security event/log analysis.

Education, Certifications & Qualifications:

Microsoft Technology Associates Networking Fundamentals (MTA)

CompTIA A+

BRIAN MINOR, SENIOR SECURITY OPERATIONS CENTER ANALYST

Summary:

IT professional with over 25 years of experience supporting production environments in the telecommunications and banking sectors. Experienced with and written scripts/JCL/REXX for multiple operating systems including z/OS, Windows, AIX, HPUX, Solaris, RHEL, Ubuntu, CentOS, Kali, and z/Linux.

Experience:

SOC Analyst/Threat Hunting

Utilized threat intelligence tools to proactively identify, analyze, and mitigate security threats, ensuring the protection of critical systems and data.

Firewall Administration

Configured and monitored firewalls to safeguard network infrastructure, optimizing security policies to prevent unauthorized access and mitigate risks.

Script Automation

Developed and implemented custom scripts to automate repetitive tasks across various systems,

significantly reducing manual effort and minimizing errors. Leveraged scripting languages like Bash and Python to streamline processes such as data backups, system monitoring, and report generation, leading to increased efficiency and enhanced system reliability.

TYLOR LOVETTE, VCISO

Summary:

4 years of experience in security operations, project strategic road mapping, project development, design, implementation, and support.

Experience:

Governance Risk and Compliance Specialist

4 years of experience in risk management, disaster recovery planning, incident response planning, security program evaluation, CAB development policy/process/procedure development, maturity model creation, presenting to the executive board, and strategic road mapping.
Experienced with multiple security frameworks including NIST 800-53, NIST 800-171, CIS, ISO 27000, CMMC, and SOC 2 Compliance.

Security Auditor

Evaluating internal security systems, controls, and policies. Ensuring compliance with applicable laws and regulations. Writing technical reports that analyze/interpret audit results.
Virtual Chief Information Security Officer
Assessed and assisted in improving the cybersecurity posture and provide expert cybersecurity guidance and support to multiple organizations.

Education, Certifications & Qualifications:

Masters of professional studies Information Assurance Management
Kansas Racing and Gaming Commission License
CITI Research Methods Certification
CISSP Pending

Experience & Qualifications

RAVENii is transforming cybersecurity by "Humanizing the Hunt". We apply experienced human intuition to existing security solutions because we believe "Gray Matter" matters. Most organizations have made significant investments in security tools; however, have lacked the time, resources, or expertise to implement and realize the full value of these investments. RAVENii is tool agnostic which allows us to utilize and optimize our client's previous technology investments to achieve their cybersecurity requirements.

By monitoring the entirety of the IT environment, RAVENii moves beyond the sphere of security breaches; providing the most comprehensive discovery, analysis and mitigation of threats associated with an organization's presence. Our platform combines advanced analytics to assist in understanding attacks, assessing risks, and acting against digital threats.

The RAVENii Team is pleased to participate in the City of Joplin's Request for Proposal for Co-Managed Network Services and Upgrades. RAVENii plans to provide 24x7x365 professional security monitoring and response, follow best security practices, recommend best security practices when necessary, and support other security services for the City's network and security related technical infrastructure.

RAVENii is prepared and qualified to serve as an extension of your team by providing not only the centralized monitoring and alerting platform to integrate with the City's current toolset, but also the

security specialists to monitor the platform, inform the City of high and critical alerts and assist with remediation plans.

It is RAVENii's intent to partner and grow with the City as you mature your security program. Our service offering includes the following per the request of the City of Joplin:

- Endpoint Security Monitoring & Anti-Virus/Anti-Malware Protection.
- Server and Workstation Security with advanced threat protection, virus/malware protection, and visibility into encrypted traffic.
- Network Protection for the City's cloud-based DNS connections, network, and users from cyber attacks at the domain level.
- Daily Health & Safety Checks to monitor unauthorized login attempts and run system vulnerability checks.
    - Run comprehensive scans of the City's systems and logs to identify potential problems in advance.
- Weekly Reporting with a detailed report on the health and security of the City's critical IT assets
- 24/7 Monitoring – deliver information to the City quickly about errors and highlight problems that need attention.
- Quarterly Assessment with onsite visit to physically inspect the City's infrastructure, perform a network and security assessment and ensure the City's technology is properly aligned to best practices and business goals.
- Annual Cybersecurity Training onsite for all City employees and City Council members that use a computer.
- Annual Penetration Testing | Periodic Phishing & Security Tests – campaign reports to be delivered to the City IT Director. Follow-up training plans and recommended best practices for repeat offenders. KnowBe4
- Firewall IPS/IDS with 24/7 Monitoring and threat detection.
- Long-term Network Advisement and Infrastructure Enhancement.
- Incident Response Plan Creation & Preparation – coordinate and train the City's IT staff on Incident Response roles and participation responsibilities. Annual 'exercise' on incident response and mitigation plan.
- Air Gap Backup & Recovery – assist the City's Network Administrator with existing backup appliance and advise on enhancements.
- SOC as a Service for Cybersecurity – establish systems and controls to satisfy SOC reporting requirements as it relates to the Cybersecurity framework and monitoring.

RAVENii's SOC as a Service

RAVENii's SOC as a Service (SOCaaS) delivers powerful threat detection, incident response, and compliance management in one fully managed service. We combine all the security capabilities needed for effective security monitoring across your cloud and on-premise environments like:

- Asset discovery
- Continuous Internal and External Vulnerability management
- Intrusion detection
- Endpoint detection and response
- Behavioral monitoring
- SIEM log management
- Compliance reports

RAVENii's Managed SOC provides:

- 24x7 monitoring
- System alerts

- Security alerts
- Prioritization of risks
- Remediation recommendations
- Troubleshooting
- 24x7 dashboard access for reporting
- Monthly executive briefings with RAVENii SOC subject matter experts
- RAVENii C-Level access and support
- Dedicated account & project manager for onboarding and account maintenance
- Co-managed, shared dashboards

RAVENii's SOCaaS eliminates the need to deploy, integrate, and maintain expensive solutions like a SIEM and maximizes your existing security investments like your firewall and anti-virus by including their logs in our analysis. SOCaaS offers low total cost of ownership (TCO) and flexible, scalable deployment options for municipalities like the City of Joplin.

RAVENii's SOC team will serve as the eyes for the City of Joplin when monitoring the City's network environment. The RAVENii SOC team will also serve as the voice for the City of Joplin by informing you of business-critical alerts and providing you consistent and meaningful reporting to share with your executives and board members that shows the status of your security posture and your roadmap for improvement. Lastly, RAVENii has partnered with MixMode to serve as the heart of our SOC platform and the nose for sniffing out the anomalies in the City's network.

RAVENii's Soc as a Service solution and technology we are proposing is powered by MixMode and its patented 3rd Wave Artificial Intelligence. It is the only platform with Real Time 3rd Wave AI and is in a classification all on its own.

DARPA (Defense Advanced Research Projects Agency) and the US Department of Defense define 3rd Wave Artificial Intelligence as:

1. Unsupervised
2. Context-aware
3. Predictive
4. Generative AI

MixMode is the only security platform that meets DARPA's 3rd wave AI criteria and delivers Negative Time to Detection. Meaning…RAVENii's SOCaaS Monitoring solution can identify Zero-Day Attacks in Real Time.

Zero-Day attacks have drastically increased by over 600% in the last few years with no signs of slowing down. Zero-Day Attacks are extremely difficult to catch because they do not have a threat signature. Traditional security tools operating with 1st & 2nd Wave AI functionality rely on threat signatures and historical data to identify anomalies. DARPA says 1st & 2nd Wave AI technology is unreliable, after the fact, dependent on human intervention, and does not have predictive threat detection capability.

Another cost saving feature of the MixMode platform is the fact that it serves as a multi-point tool. It replaces the need for SIEM, NDR & NTA solutions.

A third-wave self-supervised AI solution like MixMode mitigates many of the issues inherent to SIEM platforms. MixMode accomplishes the following:

- Creates a generative, responsive, real-time network baseline within a week without the need for humans to configure or tune the system.
- MixMode is a software-based system that does not rely on appliances.
- Is context-aware and triggers fewer false positives and catches more actual threats.
- Is not dependent on logging and reports that attract hackers and take up security analysts' time.

- Requires less human input and interaction, reducing the risk of human error and increasing overall team efficiency.

RAVENii's Log Storage Service is included with SOCaaS and will be fully managed for the City. RAVENii will collect the City's logs along with:

AI Analytics

Up to 5TB raw logs per month

30 days hot storage

1-year cold storage

1 hardware sensor

24/7 SOC monitoring

Monthly reporting

Ticket System

1 export of raw logs per quarter ($300 per additional export)

Another best security practice that RAVENii will include with SOCaaS is Vulnerability Management. RAVENii's Vulnerability Management Solution provides visibility into your network so you can manage and measure your cyber risk. This vulnerability analytics solution is built on leading technology to give you a comprehensive view of your attack surface so you can discover unknown assets and prioritize vulnerabilities within your network.

RAVENii's Vulnerability Management Solution will provide:

- Access to advanced analytics, user customizable dashboards, reports, and workflows.
- Access to real-time insight to help prioritize patching.
- Access to vulnerability prioritization to determine the likelihood a vulnerability will be exploited in your unique environment.
- Continuous asset discovery capabilities for all mobile devices, physical, virtual and cloud instances on the network, including unauthorized assets. This is done on a weekly basis as discovery scans are run.
- Capabilities to perform non-credentialed and credentialed scanning for deep analysis and configuration auditing.
- Capabilities to perform agent-based scanning for mobile and hard to reach assets.
- Access to compliance validation of business defined standards, industry standards and regulatory mandates, such as CERT, DISA, STIG, DHS CDM, FISMA, PCI DSS, HIPAA/HITECH, etc.
- Vulnerability advisory and monthly review.

All active RAVENii SOCaaS clients have RAVENii's Incident Response Team on retainer. Once the City declares an incident, RAVENii will have a team assembled and available to stop the bleeding for the City in less than 30 minutes.

All active RAVENii SOCaaS clients also benefit from having a team of security subject matter experts focused on their environments and making sure they are following security best practices. We will serve as an extension of your team to help you support your security goals. We will educate you about security and compliance, talk to you about risks, help you prioritize remediation efforts, and ultimately teach you how to sustain a healthy security program moving forward.

RAVENii's Managed Endpoint Protection

The RAVENii Managed Endpoint Protection Service helps businesses block threats and other attempts to gain access into their networks. RAVENii will defend all access points with 24/7 monitoring for any malicious activity.

The service follows security best practices and ensures that the endpoints of security; the client devices, are protected against advanced threats, keeping networks running and corporate assets safe. With RAVENii's Managed Endpoint Protection Service you can protect your intellectual property, customer data, and reputation. You can also devote more IT resources to your core business.

RAVENii's Managed Endpoint Protection Service includes:

Malware Protection

Internet Filtering

Device lockdown, alarming and wiping

Device Tracking and Reclamation

Daily Asset Inventory of hardware and software

Microsoft OS patching

3rd Party Application patching

24x7 monitoring

24x7 Event Log Collection

Daily backup of folders or entire systems

Regular executive indicator and reporting debriefs

Access to RAVENii's Security Incident Response and Management Team

Anytime/Anywhere management of endpoints

RAVENii will provide 24x7 Management and Monitoring of the City's endpoint protection software for all endpoints within the City's scope.

RAVENii will:

- Notify customer of security issues identified for all endpoints/devices in scope;*
- Provide remediation of security issues identified for all endpoints/devices in scope;*
- Provide a Root Cause Analysis of security issues identified for all endpoints/devices. The RCA will outline the details of discovery and remediation for issues related to endpoints/devices;
- Review and recommend updates to agents, and support for agent and console issues related;
- Open and manage Support issues related to the functionality of subscribed endpoint protection products on behalf of the customer until resolution.
- Other (Out of Scope) Services will be mutually agreed upon. Incident Response is considered Out of Scope on any Customer endpoint/device that the Customer creates exceptions or deviations to the configuration guidelines for the endpoint protection product.

* Everything related to a virus being detected by the endpoint protection product managed by RAVENii is in scope. The definition of an In Scope incident is something that is detected by RAVENii on an endpoint/device with their endpoint protection product deployed on it in the Customer's environment that requires remediation action. RAVENii will quarantine, contain, or clear any endpoint/device as long as RAVENii has access to the endpoint/device.

RAVENii's Network Security Monitoring

RAVENii offers 24X7 Network Security Monitoring of your network and strongly recommends deploying this solution in your environment. Our platform utilizes context-aware AI, a dynamic network baselining technology which allows us to identify pre-attack behavior and stop attacks before they happen.

A full baseline of your typical network behavior can be created in just 7 days. This allows us to see your entire attack surface. Having this greater transparency allows for faster detections, better correlation, and less noise so you can focus on what matters. The AI functionality eliminates 95% of the false positive alerts that typically send IT teams down the wrong track. The value to you is real and actionable threats to focus on, not distractions and wild goose chases.

RAVENii will monitor all of your network traffic, incoming, outgoing, and local in the cloud, on premise, or in hybrid environments. With full layer 2-7 visibility, full packet capture, and deep packet inspection, we can give you the visibility you need to see and take action before damage is done.

RAVENii will enhance your security by doing the following:

- Establishing an evolving baseline of acceptable network behavior for anomaly detection in 7 days or less, without requiring months of historical data, human intelligence or forensics;
- Providing predictive and "zero day" threat, attack, and anomaly intelligence layer without human intervention; and
- Delivering an average of 95% reduction in false positive alerts.

RAVENii's Network Security Monitoring Service Includes …

- Malware detection with built-in threat intelligence;
- Real-time attack surface measuring;
- Real-time on-the-wire passive vulnerability assessment and threat monitoring;
- Real-time indicator of compromise alerting;
- Real-time detection of botnet and command & control traffic;
- Forensics;
- Trending Data;
- Access to RAVENii's Security Incident Response and Management Team; and
- Access to RAVENii's web based SOC for managed devices, workflows, alerting and incidents.

RAVENii's External Penetration Test & Quarterly Scans

RAVENii's Certified Ethical Hackers will perform External Network Penetration Tests to discover, actively exploit, and report vulnerabilities to the City about the health of its network environment.

RAVENii has adopted a methodology based on guidance provided by the Penetration Testing Execution Standard (PTES, www.pentest-standard.org). Penetration tests are conducted following this methodology and documentation, where applicable, and will be conducted to support the findings contained in the report.

RAVENii's Managed Security Awareness & Phishing Training

RAVENii will provide the Managed Security Awareness Training licensing and manage the training platform for the City of Joplin. This service follows best practices for educating your human firewall on how to treat your sensitive data and be security aware. Management of your Security Awareness Training platform will include:

- Ongoing security awareness training & testing to ensure the Customer's employees understand and exhibit the necessary behaviors and skills to help protect the security of the organization.
- Coordination with Customer's Security & Compliance Teams to ensure training meets the Customer's business requirements.
- Training to all City employees and Council members on how to utilize secure authentication, how to identify social engineering attacks, how to identify and properly manage sensitive data, how to identify causes for unintentional data loss, how to identify the most common indicators of an incident, etc.
- Remediation plans for repeat offenders.
- Campaign and status reports.

The Managed Security Awareness Training platform also includes:

- Initial Onboarding
- New Hire Onboarding
- Offboarding
- User Management & Support
- Phishing Campaigns (up to 12 per year)
- Full access to content library, including Compliance training modules

RAVENii's Firewall IPS/IDS with 24/7 Monitoring

RAVENii will monitor the City of Joplin's firewalls 24/7 and provide daily alerting and weekly/monthly reporting.

- RAVENii will monitor the firewalls daily for uptime, usage, and overall health of the system interface.
- RAVENii will perform ongoing firewall traffic analysis.
- RAVENii will monitor the firewall manufacturer's site for system updates/upgrades, provide a summary of the possible effects, and will seek approval from the City before proceeding with the work.
- RAVENii will provide technical analysis of the firewall systems to ensure the City is leveraging the best practice functionalities of the tool for security purposes.
- RAVENii will provide a Best Practice Assessment for newly acquired firewall assets as they are integrated into the City's network.
- RAVENii will provide a Best Practice Assessment for all firewall assets on an annual basis.

RAVENii's Backup Management Solution

The following details define RAVENii's Backup Service that we recommend for the City of Joplin:

- Service provided utilizing Syxsense
- Centralized management console
- Agent based
- Full back up with differentials to follow
- Cloud & Local backups

- File based backups & restores
- Image based backups & restores
- Office 365 mailbox backups
- Individual email restores
- Customized scheduling
- Customized retention policy & restore times
- Local Backups per device as required

*NAS/SAN for local backups must be provided by customer

RAVENii will initiate restore requests within 4 business hours from the receipt of the request. Restore requests will be done during regular business hours: Monday through Friday from 8 am – 5 pm. Restore time is dependent upon the amount of data to be restored.

All data restore requests should be submitted to RAVENii via a support ticket through our web-based service desk.

RAVENii's vCISO Advisory Program

The City of Joplin has requested recommendations for tools and/or security best practices to follow in this RFP. RAVENii always recommends our vCISO Advisory Program to anyone interested in building or fortifying a security program. We recommend it to anyone wanting a thorough audit of your current state of security as well as for strategizing and building a roadmap for your end state goal.

RAVENii believes a complete and sound security program consists of policies and procedures that govern the use of security tools. RAVENii's vCISO program is a 12-month advisory service designed to evaluate your current security footprint, expose your security vulnerabilities, create a full set of security policies, and facilitate a plan of action to continually be improving your security posture.

RAVENii's vCISO program follows the Top 18 CIS Controls, a set of prioritized security actions that aid in finding ways to stopping today's most dangerous attacks. The 18 Controls cover most cyber-attack vectors and takes leading threat data from forensic experts across all industries and transforms it into actionable controls to achieve a better overall cybersecurity defense.

RAVENii's vCISO program will:

- Evaluate, create, and direct an Information Security Program Plan for the City of Joplin;
- Itemize, catalogue, evaluate and, as necessary, further develop your Information Security Policies and Procedures;
- Identify and confirm your vulnerabilities to information systems from internal and external threats by auditing the current architectures and system configurations;
- Itemize, quantify, and rank your information security risks, based upon the potential impacts to the organization;
- Minimize or eliminate business risks and exposures by identifying short- and long-term options and solutions for remediation of identified vulnerabilities;
- Determine the appropriate approach to develop or improve upon your existing Information Security program;
- Establish and/or evaluate Security Policies & Procedures to govern the security of your network, data, and applications;
- Ensure that security programs are in compliance with applicable laws, regulations, and policies to minimize or eliminate risk and audit findings;

- Develop an incident response plan with key staff, including incident response plan documentation developed specifically for your existing infrastructure; and
- Assist the City in determining and mitigating third party vulnerabilities.

Four (4) hours per month of vCISO level consulting activities. Example activities include, but are not limited to the following:

- Identification of priority action items to close gaps quickly
- Strategic Roadmaps with Level of Effort (LOE)
- Maturity modeling gaps to help show business context
- Network infrastructure segmentation & architecture planning
- Creation of Incident Response Plan & Communications Plan
- Table Top testing for Incident Response
- Security Policy & Process Creation
- Security Tools Assessment
- Security Program Evaluation
- Security Program Development
- SOC2 Audit Preparation Assistance
- Vendor Management Program
- Regulatory and Compliance Issues
- Critical Security Controls
- Map to CJIS Controls

RAVENii's Deliverables--

RAVENii will provide the following deliverables to the City:

- ✓ Endpoint Security - Managed Endpoint Protection as listed above
- ✓ Server and Workstation Security
- ✓ Network Protection - Managed Endpoint as listed above.
  - Daily Health Checks
  - Weekly Operational Reporting
  - Monthly Executive Reporting
- ✓ Network Protection as listed above.
  - Daily Health Checks
  - Weekly Operational Reporting
  - Monthly Executive Reporting
- ✓ Daily Health & Safety Checks
- ✓ Weekly Reporting
- ✓ 24/7 Monitoring
- ✓ Quarterly Assessment - External Penetration Test with Quarterly External Scans as above.
  - This report outlines any exceptions identified during the external penetration testing periods as well as recommendations to mitigate those risks.
- ✓ Annual Cybersecurity Training (Onsite)
  - Managed Security Awareness Training as listed above.
  - Level 1 & 2 Support* (RAVENii will serve as the escalation path for Level 3 Support with Managed Security Awareness Training)
  - Monthly Executive Report

- Mapped to Critical Security Controls (vCISO clients)

✓ Annual Penetration Testing & periodic Phishing & email Security tests

✓ Firewall IPS/IDS with 24/7 Monitoring as listed above.
- Daily Health Checks
- Weekly Operational Reporting
- Monthly Executive Reporting

✓ Long-Term Network Advisement and Infrastructure Enhancement

✓ Incident Response plan & preparation

✓ Air Gap Backup & Recovery - Managed Backup services as listed above.
- Daily Health Checks
- Weekly Operational Reporting
- Monthly Executive Reporting

✓ SOCaaS as listed above.
- Daily Health Checks
- Weekly Operational Reporting
- Monthly Executive Reporting

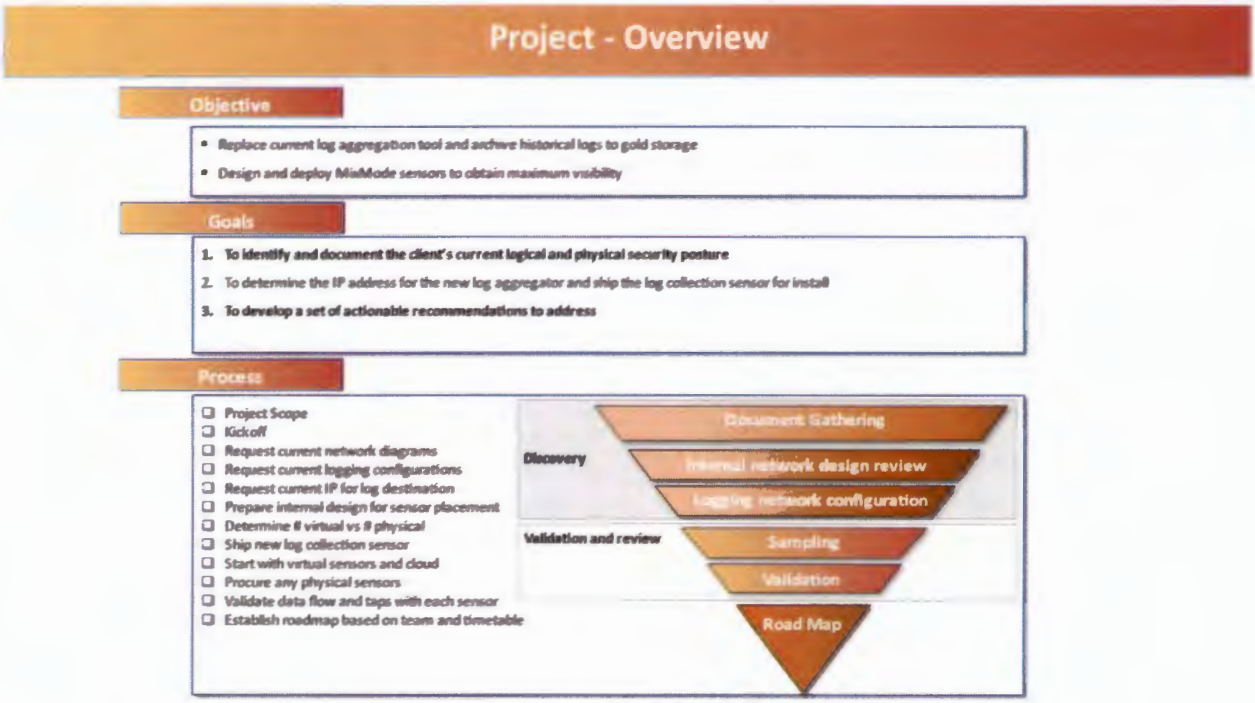
✓ vCISO Advisory Service as listed above.
- Compliance Framework Assessments, Analysis, and Mapped to CJIS.

✓ Web-based Service Desk to open tickets, track workflows, manage devices, alerting and incidents.

✓ Reporting as needed for business or compliance requirements.

RAVENii's Examples & Samples

SAMPLE PROJECT PLANS & TIMELINES



SAMPLE TRACKING NOTES



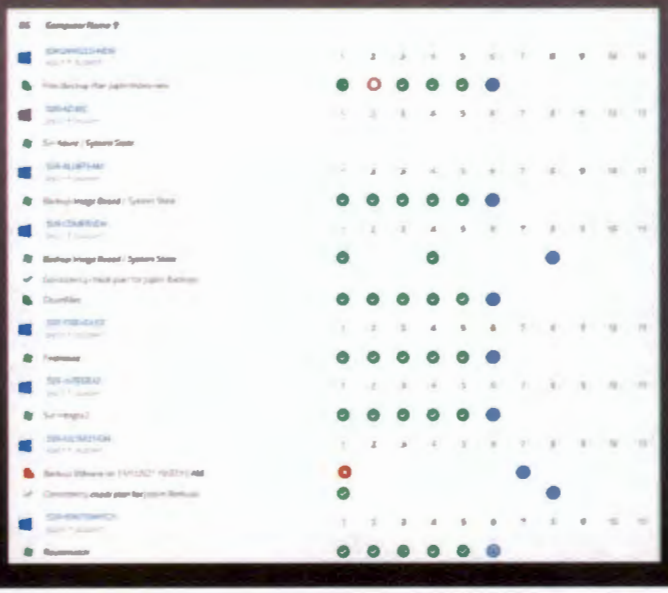
SAMPLE REPORTS & DASHBOARD ACCESS

Backup

Jobs Operating Normally

Storage Capacity
Joplin: 98 TB



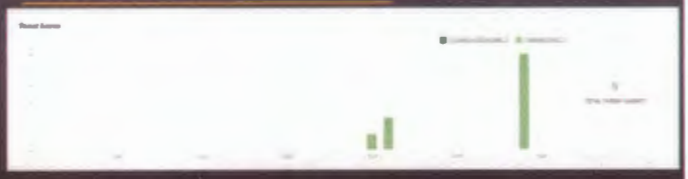


Endpoint

Possible threats found last 30 days : 9 (pups)

- TBOLANDER-WS
  - OneLaunch - ManualsLibrary_3wqdu.exe

Endpoint Status



- Installed on 407 devices
- Secondary policy in place for memory actions that are too aggressive

Total Files Analyzed
74,974,932

Patching

September-October



Progress

- Device Count:
  - Currently at 401
- A device scan for patches was setup on weekly basis
- Non Critical servers are restarting middle of the night (Friday-Saturday)
- Patches are approved once investigated as they come out.
  - restart window for endpoints set as well (after 10pm)
- 67 devices offline

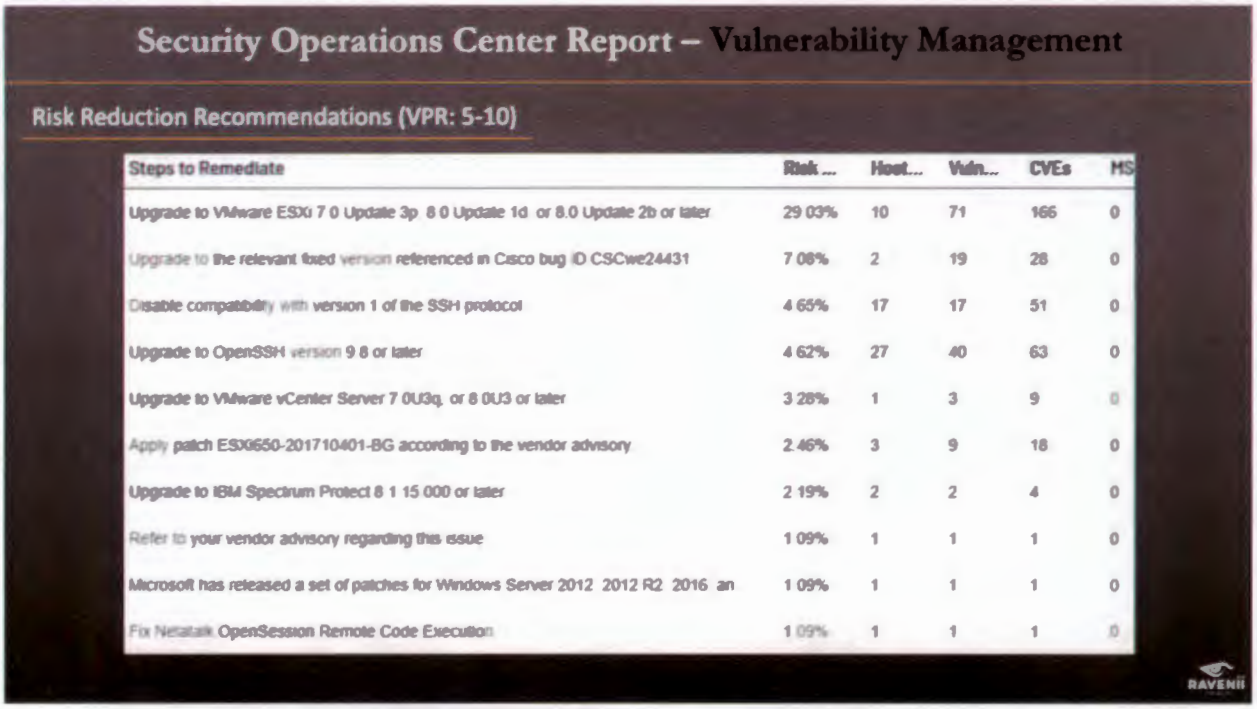
Security Operations Center Report – Vulnerability Management

Mitigation Summary - Vulnerabilities by Severity

	Total Mitigated	Mitigated <10d	Mitigated 10-30d	Mitigated >30d	Total Unmitigated	Exploitable	Patch Available	Exploitable Hosts
Total Vulnerabilities	1,164	52%	35%	13%	2,495	14%	23%	264
Critical	18	22%	11%	67%	54	9%	100%	5
High	259	54%	36%	9%	335	27%	69%	64
Medium	818	56%	33%	12%	1,444	16%	20%	220
Low	69	20%	52%	28%	662	1%	0%	7

- Total Vulnerabilities Mitigated this month: 31.81%, up 2.41% from last month.
- Critical Vulnerabilities Mitigated this month: 25.00%, up 2.03% from last month.
- High Vulnerabilities Mitigated this month: 43.60%, up 2.12% from last month.
- Medium Vulnerabilities Mitigated this month: 36.16%, up 1.84% from last month.
- Low Vulnerabilities Mitigated this month: 9.44%, up 4.13% from last month.

IPs scanned: 847



Security Operations Center Report – Vulnerability Management

Risk Reduction Recommendations (VPR: 5-10)

Steps to Remediate	Risk ...	Host...	Vuln...	CVEs	MS
Upgrade to VMware ESXi 7 0 Update 3p 8 0 Update 1d or 8.0 Update 2b or later	29 03%	10	71	166	0
Upgrade to the relevant fixed version referenced in Cisco bug ID CSCwe24431	7 08%	2	19	28	0
Disable compatibility with version 1 of the SSH protocol	4 65%	17	17	51	0
Upgrade to OpenSSH version 9 8 or later	4 62%	27	40	63	0
Upgrade to VMware vCenter Server 7 0U3q, or 8 0U3 or later	3 28%	1	3	9	0
Apply patch ESXi650-201710401-BG according to the vendor advisory	2 46%	3	9	18	0
Upgrade to IBM Spectrum Protect 8 1 15 000 or later	2 19%	2	2	4	0
Refer to your vendor advisory regarding this issue	1 09%	1	1	1	0
Microsoft has released a set of patches for Windows Server 2012 2012 R2 2016 an	1 09%	1	1	1	0
Fix Netatalk OpenSession Remote Code Execution	1 09%	1	1	1	0

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SAMPLE COMMUNICATIONS PLAN

RAVENii

RAVENii Security Operation Center
Communications Plan

RAVENii Security Operation Center

[illegible]

Customer Information

Company Name

Primary Contact

Name	Email	Phone

Additional Contacts

Name	Email	Phone

RAVENii SOC will only communicate and share information with contacts listed on this form. It is the client's responsibility to notify RAVENii SOC of employees that need added or subtracted from the list. Please email employee change requests to support@ravenii.com.

Weekly Communications

RAVENii SOC will send a 'health & wellness' weekly summation via email to the contacts listed above. This email focuses on lower-level alerts that require your attention but are not considered business critical such as clear text passwords being seen on wire.

Customer Communication Plan for Alerts

RAVENii SOC will notify the contacts listed above for alerts that are ranked 10. An alert that is ranked 10 is typically a breach attempt or a malfunction in the network that could bring the environment down. In the event of a 10 alert, RAVENii SOC will:

1. Call the Primary Contact listed above at the phone number provided;
2. Email the entire customer contact list about the alert; and
3. Open a bridge and offer troubleshooting assistance when needed.

9644 Marion Ridge
Kansas City, MO 64137
844 317 0944
RAVENii.com

RAVENii

Contacting RAVENii Security Operation Center

In the event that you need to contact the RAVENii SOC, below are three options based on the severity of your request.

1. Go to https://ravenii.maxdesk.us/ and create an account from the registered email domain. This is the preferred method of managing all non-outage issues and requests. Once this is created customers can create tickets by clicking on the Submit Ticket button. Tickets can be created for any incident, support request or sales questions. Customers can track and update all open tickets from this self-service portal.
2. Email support@ravenii.com with the Email Subject as a brief description of the ticket and add any ticket details in the Body of the email. This will also open a ticket in the web-based service desk portal.
3. Customers can call RAVENii Service Operations Center 24/7 at 844-317-0944 #2 to open requests with a support representative. This is the preferred method for issues needing immediate attention; like service or business impacting issues. The support representative will immediately engage the correct engineering team for your service and SLA to resolve any issues.

References

RAVENii serves as the Security Operations Center and Managed Security Services Provider for the following clients:

City of Pheonix

Mitchell Kohlbecker

(602) 261-8001

mitchell.kohlbecker@phoenix.gov

Kansas City Public Schools

Anthony Roberts

(913) 568-6475

aroberts@kcpublicschools.org

Raytown Schools

Bryan Casey

(816) 268-7136

bryan.casey@raytownschools.org

Pricing

Option 1

RAVENii does not package and price our services in the same manner as outlined in the City's

Request for Proposal. We have added our description next to yours so we can provide the most accurate bid possible.

Based on the information provided by the City of Joplin, we are confident we can support and co-manage the security infrastructure for the City. Pricing is an estimation only and is subject to change. RAVENii will require more information about the City's current state of security and detailed descriptions of your toolset before we can provide a firm quote.

City of Joplin | Item Description	RAVENii | Item Description	Monthly Bid Price
Endpoint Security	Managed Endpoint Protection | 550 Endpoints	
Server and Workstation Security	Network Security Monitoring/Managed Endpoint Protection	
Network Protection	Network Security Monitoring | 500 Mbps	
Daily Health & Safety Checks	SOCaaS	
Weekly Reporting	SOCaaS	
24/7 Monitoring	SOCaaS	
Quarterly Assessment	External Penetration Test & Quarterly Scans | 4 Tests | sub 256 IPs	
Annual Cyber-Security Training	Security Awareness Training | 550 Users	
Annual Penetration Testing & Periodic Phishing & Email Security Tests	External Penetration Test & Quarterly Scans / Managed Security Awareness Training	
Firewall IPS/IDS with 24/7 Monitoring	Firewall Monitoring	
Long-term Network Advisement and Infrastructure Enhancement	vCISO Advisory Program	
Incident Response Plan & Preparation	vCISO Advisory Program	
Air Gap Backup & Recovery	Managed Backup Solution | 100 Devices	
SOC for CyberSecurity	vCISO Advisory Program	
TOTAL		**$19,693.56 / Month**

**Pricing is based on RAVENii providing licensing, hardware where applicable and monitoring. Pricing is also based off utilization (user, IP, bandwidth, device, etc.). If the City exceeds utilization, RAVENii will work with you to right size the environment or add more resources before charging any overage fees. Special configurations for departmental needs may increase cost. See rate card below.*

RAVENii rate schedule for services beyond the scope of activities as listed in this proposal:

- Monday – Friday, 8am-5pm: $250/hour
- Incident Response: $400/hour

STATEMENT OF WORK
RAVENII MANAGED SECURITY & SOC SERVICES & VCISO ADVISORY PROGRAM

This Statement of Work (this "SOW"), under the Master Services Agreement between the City of Joplin, a Missouri municipality ("Customer") and RAVENi, L.L.C., a Missouri limited liability company ("RAVEN") dated **06/01/2025** (the "Agreement") is entered into as of the SOW Effective Date set forth below. The terms and conditions of the Agreement are hereby incorporated herein by reference. In the event of a conflict between the Agreement and the SOW, the terms of the Agreement shall prevail, unless the SOW expressly references the specific provision in the Agreement to be modified by the SOW. Al capitalized terms that are used but not defined in this SOW shall have the respective meanings given to them in the Agreement.

1. SOW Term. The term of this SOW shall begin effective as of the following SOW Effective Date: June 1, 2025

The SOW this Agreement shall commence on the Effective Date and continue for an initial period of three (3) years (the "Initial Term"), unless earlier terminated in accordance with the provisions herein. Upon expiration of the Initial Term, Client shall have the option to renew this Agreement for up to two (2) additional one-year periods (each, a "Renewal Term"), by providing written notice to Service Provider at least thirty (30) days prior to the expiration of the Initial Term or then-current Renewal Term. The Initial Term and any Renewal Term(s) shall collectively be referred to as the "Term." The terms and conditions of this Agreement shall apply throughout any Renewal Term, unless otherwise agreed to in writing by both parties.

Customer may terminate this SOW prior to the end of the three-year term, upon thirty (30) days written notice to RAVENii and payment by Customer to RAVENii an early termination fee in the amount of ½ the remaining contractual amount. Customer may change the initial Tier structure upon thirty (30) days written notice to RAVENii.

2. Description of Services. RAVENii shall perform the following Services, and any other services as may be requested from time to time, including modifications to the Services set forth herein, in accordance with the terms and conditions set forth in the Agreement and in this SOW:

RAVENii's SOC as a Service
RAVENii's SOC as a Service (SOCaaS) delivers powerful threat detection, incident response, and compliance management in one fully managed service. We combine all the security capabilities needed for effective security monitoring across your cloud and on-premise environments like:

- Asset discovery
- Continuous Internal and External Vulnerability management
- Intrusion detection
- Endpoint detection and response
- Behavioral monitoring
- SIEM log management
- Compliance reports

RAVENii's Managed SOC provides:

- 24x7 monitoring

- System alerts
- Security alerts
- Prioritization of risks
- Remediation recommendations
- Troubleshooting
- 24x7 dashboard access for reporting
- Monthly executive briefings with RAVENii SOC subject matter experts
- RAVENii C-Level access and support
- Dedicated account & project manager for onboarding and account maintenance
- Co-managed, shared dashboards

RAVENii's Managed Endpoint Protection

The RAVENii Managed Endpoint Protection Service helps businesses block threats and other attempts to gain access into their networks. RAVENii will defend all access points with 24/7 monitoring for any malicious activity.

The service follows security best practices and ensures that the endpoints of security; the client devices, are protected against advanced threats, keeping networks running and corporate assets safe. With RAVENii's Managed Endpoint Protection Service you can protect your intellectual property, customer data, and reputation. You can also devote more IT resources to your core business.

RAVENii's Managed Endpoint Protection Service includes:

Malware Protection
Internet Filtering
Device lockdown, alarming and wiping
Device Tracking and Reclamation
Daily Asset Inventory of hardware and software
Microsoft OS patching
3rd Party Application patching
24x7 monitoring
24x7 Event Log Collection
Daily backup of folders or entire systems
Regular executive indicator and reporting debriefs
Access to RAVENii's Security Incident Response and Management Team
Anytime/Anywhere management of endpoints

RAVENii will provide 24x7 Management and Monitoring of the City's endpoint protection software for all endpoints within the City's scope.

RAVENii will:

- Notify customer of security issues identified for all endpoints/devices in scope;*
- Provide remediation of security issues identified for all endpoints/devices in scope;*
- Provide a Root Cause Analysis of security issues identified for all endpoints/devices. The RCA will outline the details of discovery and remediation for issues related to endpoints/devices;
- Review and recommend updates to agents, and support for agent and console issues related;
- Open and manage Support issues related to the functionality of subscribed endpoint protection products on behalf of the customer until resolution.

- Other (Out of Scope) Services will be mutually agreed upon. Incident Response is considered Out of Scope on any Customer endpoint/device that the Customer creates exceptions or deviations to the configuration guidelines for the endpoint protection product.

* Everything related to a virus being detected by the endpoint protection product managed by RAVENii is in scope. The definition of an In Scope incident is something that is detected by RAVENii on an endpoint/device with their endpoint protection product deployed on it in the Customer's environment that requires remediation action. RAVENii will quarantine, contain, or clear any endpoint/device as long as RAVENii has access to the endpoint/device.

RAVENii's Network Security Monitoring

RAVENii offers 24X7 Network Security Monitoring of your network and strongly recommends deploying this solution in your environment. Our platform utilizes context-aware AI, a dynamic network baselining technology which allows us to identify pre-attack behavior and stop attacks before they happen.

A full baseline of your typical network behavior can be created in just 7 days. This allows us to see your entire attack surface. Having this greater transparency allows for faster detections, better correlation, and less noise so you can focus on what matters. The AI functionality eliminates 95% of the false positive alerts that typically send IT teams down the wrong track. The value to you is real and actionable threats to focus on, not distractions and wild goose chases.

RAVENii will monitor all of your network traffic, incoming, outgoing, and local in the cloud, on premise, or in hybrid environments. With full layer 2-7 visibility, full packet capture, and deep packet inspection, we can give you the visibility you need to see and take action before damage is done.

RAVENii will enhance your security by doing the following:

- Establishing an evolving baseline of acceptable network behavior for anomaly detection in 7 days or less, without requiring months of historical data, human intelligence or forensics;
- Providing predictive and "zero day" threat, attack, and anomaly intelligence layer without human intervention; and
- Delivering an average of 95% reduction in false positive alerts.

RAVENii's Network Security Monitoring Service Includes …

- Malware detection with built-in threat intelligence;
- Real-time attack surface measuring;
- Real-time on-the-wire passive vulnerability assessment and threat monitoring;
- Real-time indicator of compromise alerting;
- Real-time detection of botnet and command & control traffic;
- Forensics;
- Trending Data;
- Access to RAVENii's Security Incident Response and Management Team; and
- Access to RAVENii's web based SOC for managed devices, workflows, alerting and incidents.

RAVENii's External Penetration Test & Quarterly Scans

RAVENii's Certified Ethical Hackers will perform External Network Penetration Tests to discover, actively exploit, and report vulnerabilities to the City about the health of its network environment.

RAVENii has adopted a methodology based on guidance provided by the Penetration Testing Execution Standard (PTES, www.pentest-standard.org). Penetration tests are conducted following this methodology and documentation, where applicable, and will be conducted to support the findings contained in the report.

RAVENii's Managed Security Awareness & Phishing Training

RAVENii will provide the Managed Security Awareness Training licensing and manage the training platform for the City of Joplin. This service follows best practices for educating your human firewall on how to treat your sensitive data and be security aware. Management of your Security Awareness Training platform will include:

- Ongoing security awareness training & testing to ensure the Customer's employees understand and exhibit the necessary behaviors and skills to help protect the security of the organization.
- Coordination with Customer's Security & Compliance Teams to ensure training meets the Customer's business requirements.
- Training to all City employees and Council members on how to utilize secure authentication, how to identify social engineering attacks, how to identify and properly manage sensitive data, how to identify causes for unintentional data loss, how to identify the most common indicators of an incident, etc.
- Remediation plans for repeat offenders.
- Campaign and status reports.

The Managed Security Awareness Training platform also includes:

- Initial Onboarding
- New Hire Onboarding
- Offboarding
- User Management & Support
- Phishing Campaigns (up to 12 per year)
- Full access to content library, including Compliance training modules

RAVENii's Firewall IPS/IDS with 24/7 Monitoring

RAVENii will monitor the City of Joplin's firewalls 24/7 and provide daily alerting and weekly/monthly reporting.

RAVENii will monitor the firewalls daily for uptime, usage, and overall health of the system interface.

RAVENii will perform ongoing firewall traffic analysis.

RAVENii will monitor the firewall manufacturer's site for system updates/upgrades, provide a summary of the possible effects, and will seek approval from the City before proceeding with the work.

RAVENii will provide technical analysis of the firewall systems to ensure the City is leveraging the best practice functionalities of the tool for security purposes.

RAVENii will provide a Best Practice Assessment for newly acquired firewall assets as they are integrated into the City's network.

RAVENii will provide a Best Practice Assessment for all firewall assets on an annual basis.

RAVENii's Backup Management Solution

The following details define RAVENii's Backup Service that we recommend for the City of Joplin:

- Service provided utilizing Syxsense
- Centralized management console
- Agent based
- Full back up with differentials to follow
- Cloud & Local backups
- File based backups & restores
- Image based backups & restores
- Office 365 mailbox backups
- Individual email restores
- Customized scheduling
- Customized retention policy & restore times
- Local Backups per device as required

*NAS/SAN for local backups must be provided by customer

RAVENii will initiate restore requests within 4 business hours from the receipt of the request. Restore requests will be done during regular business hours: Monday through Friday from 8 am – 5 pm. Restore time is dependent upon the amount of data to be restored.

All data restore requests should be submitted to RAVENii via a support ticket through our web-based service desk.

RAVENii's vCISO Advisory Program

The City of Joplin has requested recommendations for tools and/or security best practices to follow in this RFP. RAVENii always recommends our vCISO Advisory Program to anyone interested in building or fortifying a security program. We recommend it to anyone wanting a thorough audit of your current state of security as well as for strategizing and building a roadmap for your end state goal.

RAVENii believes a complete and sound security program consists of policies and procedures that govern the use of security tools. RAVENii's vCISO program is a 12-month advisory service designed to evaluate your current security footprint, expose your security vulnerabilities, create a full set of security policies, and facilitate a plan of action to continually be improving your security posture.

RAVENii's vCISO program follows the Top 18 CIS Controls, a set of prioritized security actions that aid in finding ways to stopping today's most dangerous attacks. The 18 Controls cover most cyber-attack vectors and takes leading threat data from forensic experts across all industries and transforms it into actionable controls to achieve a better overall cybersecurity defense.

RAVENii's vCISO program will:

- Evaluate, create, and direct an Information Security Program Plan for the City of Joplin;

- Itemize, catalogue, evaluate and, as necessary, further develop your Information Security Policies and Procedures;
- Identify and confirm your vulnerabilities to information systems from internal and external threats by auditing the current architectures and system configurations;
- Itemize, quantify, and rank your information security risks, based upon the potential impacts to the organization;
- Minimize or eliminate business risks and exposures by identifying short- and long-term options and solutions for remediation of identified vulnerabilities;
- Determine the appropriate approach to develop or improve upon your existing Information Security program;
- Establish and/or evaluate Security Policies & Procedures to govern the security of your network, data, and applications;
- Ensure that security programs are in compliance with applicable laws, regulations, and policies to minimize or eliminate risk and audit findings;
- Develop an incident response plan with key staff, including incident response plan documentation developed specifically for your existing infrastructure; and
- Assist the City in determining and mitigating third party vulnerabilities.

Four (4) hours per month of vCISO level consulting activities. Example activities include, but are not limited to the following:

Identification of priority action items to close gaps quickly
Strategic Roadmaps with Level of Effort (LOE)
Maturity modeling gaps to help show business context
Network infrastructure segmentation & architecture planning
Creation of Incident Response Plan & Communications Plan
Table Top testing for Incident Response
Security Policy & Process Creation
Security Tools Assessment
Security Program Evaluation
Security Program Development
SOC2 Audit Preparation Assistance
Vendor Management Program
Regulatory and Compliance Issues
Critical Security Controls
Map to CJIS Controls

Other (Out of Scope) Services

- All incident response is considered out of scope and will be billed at $400/hour.

3. List of Deliverables. RAVENii will provide the following deliverables to the City:
   - Endpoint Security - Managed Endpoint Protection as listed above
   - Server and Workstation Security
   - Network Protection - Managed Endpoint as listed above.
     - Daily Health Checks
     - Weekly Operational Reporting
     - Monthly Executive Reporting

- Network Protection as listed above.
    - Daily Health Checks
    - Weekly Operational Reporting
    - Monthly Executive Reporting
- Daily Health & Safety Checks
- Weekly Reporting
- 24/7 Monitoring
- Quarterly Assessment - External Penetration Test with Quarterly External Scans as above.
    - This report outlines any exceptions identified during the external penetration testing periods as well as recommendations to mitigate those risks.
- Annual Cybersecurity Training (Onsite)
    - Managed Security Awareness Training as listed above.
    - Level 1 & 2 Support* (RAVENii will serve as the escalation path for Level 3 Support with Managed Security Awareness Training)
    - Monthly Executive Report
    - Mapped to Critical Security Controls (vCISO clients)
- Annual Penetration Testing & periodic Phishing & email Security tests
- Firewall IPS/IDS with 24/7 Monitoring as listed above.
    - Daily Health Checks
    - Weekly Operational Reporting
    - Monthly Executive Reporting
- Long-Term Network Advisement and Infrastructure Enhancement
- Incident Response plan & preparation
- Air Gap Backup & Recovery - Managed Backup services as listed above.
    - Daily Health Checks
    - Weekly Operational Reporting
    - Monthly Executive Reporting
- SOCaaS as listed above.
    - Daily Health Checks
    - Weekly Operational Reporting
    - Monthly Executive Reporting
- vCISO Advisory Service as listed above.
    - Compliance Framework Assessments, Analysis, and Mapped to CJIS.
- Web-based Service Desk to open tickets, track workflows, manage devices, alerting and incidents.
- Reporting as needed for business or compliance requirements.

4. Acceptance and Testing.
5. Service Fees. Customer shall pay RAVENii the fees and expenses set forth below.

Service Description	Fee/Price	Frequency
Endpoint Security	Managed Endpoint Protection | 550 Endpoints	

Server and Workstation Security	Network Security Monitoring/Managed Endpoint Protection	
Network Protection	Network Security Monitoring | 500 Mbps	
Daily Health & Safety Checks	SOCaaS	
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Air Gap Backup & Recovery	Managed Backup Solution | 100 Devices	
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TOTAL		**$19,693.56 / Month**

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RAVENii rate schedule for services beyond the scope of activities as listed in this proposal:

- Monday – Friday, 8am-5pm: $250/hour
- Incident Response: $400/hour

6. Work Location / Resources / Facilities. Except as set forth below or as otherwise agreed, RAVENii will perform the Services remotely and will provide all facilities, personnel, equipment, software, hardware and other resources necessary to provide the Service.

   To the extent Customer is required to provide equipment under this SOW, Customer hereby grants to RAVENii, solely for the purpose of performing the Services, the right to access and use such Customer-owned/leased equipment to provide the Services and RAVENii shall be responsible for damage to Customer's facilities, Customer's equipment or other property from such use.

7. Project Management; Contact Information. Individuals will be designated as project managers for the respective parties in the RAVENii onboarding document that will be provided and filled out jointly by Customer and RAVENii.

8. Computer system access. RAVENii personnel will require access to Customer's computer systems/Network environment in order to perform this Service.

9. Additional Terms Applicable to this SOW.

9.1 General. Subject to the terms and conditions of this Agreement, during the Term, RAVENii and its subcontractors shall provide to Client the Services set forth in the applicable SOW.

9.2 SOW Changes. Modifications to Services in a SOW shall be set forth in writing, identifying any changes to the fees and time schedule associated with the modification and such modifications shall be implemented only upon a mutual written agreement of the parties. Additional onboarding fees may apply.

9.3 Reliance. Unless specified otherwise in any SOW, RAVENii and its subcontractors shall be entitled to rely, without verification or investigation, upon any and all instructions, guidelines, information or materials provided or made available by Client.

9.4 Method of Performing Services. RAVENii and its subcontractors, in conjunction with its personnel, will determine the method, details, and means of performing Services for Client. Client acknowledges and understands that the Services may include simulated, attempted and/or actual security breaches to Client’s computer system.

9.5 Non-Exclusivity. Nothing in this Agreement shall be construed or interpreted so as to prohibit RAVENii and its subcontractors from entering into similar agreements with other parties concerning similar Services.

9.6 Maintenance Updates. From time to time, RAVENii and its subcontractors may provide Client with a maintenance update to any of the Services. All warranties, indemnification obligations and duties of RAVENii and its subcontractors are conditioned upon Client’s acceptance and installation of all maintenance updates supplied by RAVENii and its subcontractors.

IN WITNESS WHEREOF, the parties hereto have entered this SOW as of SOW Effective Date set forth above.

By: RAVENII, L.L.C.

Name: Zachary L. Yelland

Title: Operations Manager

Signature: _____

By: City of Joplin

Name: _____

Title: _____

Signature: _____