JOPLIN CITY COUNCIL
REGULAR MEETING AGENDA
TUESDAY, SEPTEMBER 7, 2021
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. Proclamation Recognizing NALA Read For 40 Years Of Service.

      Documents:

      NALA 40 YRS.PDF
4. **Finalization Of Consent Agenda**
5. **Reports And Communications**
   1. Health Dept. Update
   2. News From The Public Information Office
6. **Citizen Requests And Petitions**
   1. Charliss Spradling-Barker Requested To Speak On Homeless, Panhandling And Vagrancy
   2. Serita Eldridge Requested To Speak On Heath Department - Temporary Vendor Code Interpretation
7. **Public Hearings**
   1. Public Hearing Procedures

      Documents:

      PUBLIC HEARING PROC.PDF

2. COUNCIL BILL NO. 2021-278
AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 (Single Family Residential) and including in District R-2 (Two Family Residential) property as described below and located at 2521 S. Connor Ave.

Documents:

CB 2021-278 MINUTES.PDF
CB 2021-278 STAFF REPORT.PDF
CB 2021-278 SUMMARY.PDF
CB 2021-278.PDF

3. COUNCIL BILL NO. 2021-279
AN ORDINANCE providing the vacation of a utility easement lying on property at the Southeast Corner of S. Anderson Ave. and W. 26th St., City of Joplin, Jasper County, Missouri.

Documents:

CB 2021-279 MINUTES.PDF
CB 2021-279 STAFF REPORT.PDF
CB 2021-279 SUMMARY.PDF
CB 2021-279.PDF

4. COUNCIL BILL NO. 2021-280
AN ORDINANCE approving the voluntary annexation by the Council of the City of Joplin, Missouri, of property located at the End of Public Right-of-Way of W. 32nd St., Joplin, Jasper County, Missouri.

Documents:

CB 2021-280 MINUTES.PDF
CB 2021-280 STAFF REPORT.PDF
CB 2021-280 SUMMARY.PDF
CB 2021-280.PDF

5. CASE 040-21
2315 S. Empire Ave. – A request to declare property surplus – City of Joplin.

Documents:

CASE 040-21 MINUTES.PDF
CASE 040-21 STAFF REPORT.PDF
CASE 040-21 SUMMARY.PDF

6. CASE 041-21

226 N. Byers Ave. – A request to declare property surplus – City of Joplin.

Documents:

CASE 041-21 MINUTES.PDF
CASE 041-21 STAFF REPORT.PDF
CASE 041-21 SUMMARY.PDF

7. CASE 042-21
Case 042-21 – Surplus Property – 2014 S. Connor Ave.

Documents:

CASE 042-21 MINUTES.PDF
CASE 042-21 STAFF REPORT.PDF
CASE 042-21 SUMMARY.PDF

8. CASE 043-21
Northwest Corner of W. 3rd St. and S. Jackson Ave. – A request to declare property surplus – City of Joplin.

Documents:

CASE 043-21 MINUTES.PDF
CASE 043-21 STAFF REPORT.PDF
CASE 043-21 SUMMARY.PDF

9. CASE 044-21
807 E. Broadway St. – A request to declare property surplus – City of Joplin.

Documents:

CASE 044-21 MINUTES.PDF
CASE 044-21 STAFF REPORT.PDF
CASE 044-21 SUMMARY.PDF

10. CASE 045-21
1710 S. Pearl Ave – A request to declare property surplus – City of Joplin.

Documents:

CASE 045-21 MINUTES.PDF
CASE 045-21 STAFF REPORT.PDF
CASE 045-21 SUMMARY.PDF

8. **Consent Agenda**

1. Minutes Of The August 16, 2021 City Council Meeting

Documents:

CC MINS AUG. 16, 2021..PDF

2. COUNCIL BILL NO. 2021-009
AN ORDINANCE re-adopting Chapter 2, Administration, of the Joplin City Code, Section 2-107, "Financial interest disclosure", requiring certain officials and employees of the City of Joplin to file Financial Interest Disclosure Statements as described herein.

Documents:

CB2021-009.PDF

3. COUNCIL BILL NO. 2021-148
AN ORDINANCE authorizing the City of Joplin to enter into an agreement with Rosetta Construction, Inc., in the amount of Five Hundred Ninety-three Thousand, Seven Hundred Seventy-four and 25/100 Dollars ($593,774.25) for the East 7th Street Sewer Extension project; authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin.

Documents:

CB2021-148.PDF

9. Resolutions

1. RESOLUTION 2021-014
A RESOLUTION CREATING THE CITY OF JOPLIN COMMISSION FOR EQUITY, DIVERSITY AND INCLUSION, ESTABLISHING THE SCOPE OF DUTIES, TERM OF SERVICE AND THE MEMBERSHIP THEREOF.

Documents:

RS2021-014.PDF

10. Ordinances - Emergency

1. COUNCIL BILL NO. 2021-155
AN ORDINANCE authorizing the City of Joplin to enter into an agreement with Dirks Heavy Contractors, LLC in the amount of Three Hundred Seventy-three Thousand, Six Hundred Sixty-five and 00/100 Dollars ($373,665.00) for the Glendale Parallel Interceptor Improvements, Upper Reach project; authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

Documents:

CB2021-155 SUMMARY SHEET - GLENDALE PARALLEL INTERCEPTOR IMPROVEMENTS-UPPER REACH.PDF
CB2021-155 BID SUMMARY SHEET - GLENDALE PARALLEL INTERCEPTOR IMPROVEMENTS-UPPER REACH.PDF
CB2021-155 ORDINANCE - GLENDALE PARALLEL INTERCEPTOR IMPROVEMENTS-UPPER REACH.PDF
CB2021-155 JOPLIN CONSTRUCTION CONTRACT FORM - LOCAL FUNDING - GLENDALE PARALLEL INTERCEPTOR IMPROVEMENTS-UPPER REACH.PDF
CB2021-155 EXHIBIT MAP- GLENDALE PARALLEL INTERCEPTOR IMPROVEMENTS-UPPER REACH.PDF

2. COUNCIL BILL NO. 2021-156
AN ORDINANCE authorizing an agreement by and between the City of Joplin and RLS Rental Company Inc., dba Mizzou Aviation for space in the General Aviation Terminal Building at the Joplin Regional Airport, authorizing the City Manager or his Designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

Documents:

GS 2021-156 MIZZOU GA TERMINAL LEASE 8-2021.PDF
CB 2021-156 MIZZOU GA TERMINAL LEASE.PDF
GA BUILDING LAYOUT.PDF
GA LEASE MIZZOU 2021.PDF

3. COUNCIL BILL NO. 2021-157
AN ORDINANCE approving a Work Authorization AMA-OC21-013 with Allgeier, Martin and Associates in the not to exceed amount of Eighty Thousand and 00/100 Dollars ($80,000.00) for professional engineering consulting services for the review, evaluation and update of the City's current MS4 program; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

Documents:

WORK AUTHORIZATION AMA-OC21-013 MS4 REVIEW.PDF
AMA MS4 PERMIT ASSISTANCE WORK AUTHORIZATION CB.PDF
AMA MS4 PERMIT ASSISTANCE WORK AUTHORIZATION GS.PDF

4. COUNCIL BILL NO. 2021-355
AN ORDINANCE approving the contract by and between the City of Joplin and Gator Demolition for the demolition of the structure(s) and clearing of a lot located at 622 & 6221/2 N. Byers Ave. in the City of Joplin, Missouri, for Six Thousand Eight Hundred Fifty-five dollars ($6,855.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

Documents:

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

5. COUNCIL BILL NO. 2021-452
AN ORDINANCE authorizing a Program Services Contract, by and between the State of Missouri, Department of Health and Senior Services, and the City of Joplin, Missouri, for the City of Joplin Health Department to receive compensation, for up to Seventy-Eight Thousand, Eight Hundred Five Dollars, no Cents, ($78,805.00); and, authorizing the City Manager to execute the same by and on behalf of the City of Joplin, Missouri; and, containing an emergency clause.

Documents:

CB2021-452-SUMMARY SHEET.PDF
CB2021-452-COUNCIL BILL.PDF
CB2021-452-SUPPLEMENTAL ITEM CONTRACT.PDF

6. COUNCIL BILL NO. 2021-453
AN ORDINANCE authorizing a Program Services Contract, by and between the State of Missouri, Department of Health and Senior Services, and the City of Joplin, Missouri, for the City of Joplin Health Department to receive compensation, for Thirty-Nine Thousand, One Hundred Ninety-Eight Dollars, no cents, ($39,198.00); and, authorizing the City Manager to execute the same by and on behalf of the City of Joplin, Missouri; and, containing an emergency clause.

Documents:

CB2021-453-SUMMARY SHEET.PDF
CB2021-453-COUNCIL BILL.PDF
CB2021-453-SUPPLEMENTAL ITEM CONTRACT.PDF

7. COUNCIL BILL NO. 2021-520
AN ORDINANCE amending the Annual Budget of the City of Joplin for the Fiscal Year 2020-2021 as adopted by Ordinance 2020-156 on October 19, 2020, to adjust appropriations and containing an emergency clause.

Documents:

CB 2021-520 SUMMARY BUDGET AMENDMENT.PDF
CB 2021-520 BUDGET AMENDMENT ORDINANCE.PDF
CB 2021-520 SCHEDULE A BUDGET AMENDMENT.PDF

8. COUNCIL BILL NO. 2021-608
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 emergency clause.

Documents:

CB2021-608 SUMMARY SHEET.PDF
CB2021-608 CO-MANAGED SERVICES AND NETWORK UPGRADES.PDF
2021-RFP-11 NETWORK SERVICES A.PDF
2021-RFP-11 NETWORK SECURITY B.PDF
RAVENII RESPONSE.PDF
FINAL OVERALL SCORES FOR IT NETWORK RFP FOR CB.PDF
RAVENII MSA_CITY OF JOPLIN - FINAL.PDF

9. COUNCIL BILL NO. 2021-609
AN ORDINANCE approving the applications of Midwestern Built CrossFit for Monster Games; Ozark Christian College for marketing their 2022 Conference Series; MSSU Alumni for their 2022 Marketing Campaign; JOMO Pride, Inc. for JOMO Pride; Rufus Racing LLC for Summer Roundup Triathlon; Active Lifestyle for Joplin Memorial Run; Neosho Arts Council for Art Con; Joplin Disc Golf Club's 17th Annual Four States Open; Emancipation Celebration Committee, Emancipation "Parks Day"; Carl Junction Chamber of Commerce for the 25th Bluegrass Festival; KEG Media (Fort Smith, Arkansas) for Mother Road Mayhem, and JW Sports Worldwide LLC for Ball'N Prep Girls Basketball Tournament, for utilization of FY22 Festivals and Celebrations support pursuant to Ordinance No. 2000-148, as authorized by the voters on November 7, 2000; authorizing the City Manager to execute appropriate agreements with each such organization for the utilization of such funds .

Documents:

CB2021-609 SUMMARY.PDF
CB2021-609.ORDINANCE.PDF

11. Ordinances - First Reading

1. COUNCIL BILL NO. 2021-281
AN ORDINANCE establishing grades and accepting the Final Plat of Par Lane Addition located at the End of Right-of-way of W. Par Ln. in the City of Joplin, Jasper County, Missouri.

Documents:

CB 2021-281 FINAL PLAT.PDF
CB 2021-281 MINUTES.PDF
CB 2021-281 STAFF REPORT.PDF
CB 2021-281 SUMMARY.PDF
CB 2021-281.PDF

2. COUNCIL BILL NO. 2021-282
AN ORDINANCE establishing grades and accepting the Final Plat of Eagles Edge Phase 2 Subdivision located at the end of public right-of-way of W. 32nd St. in the City of Joplin, Jasper County, Missouri.

Documents:

CB 2021-282 FINAL PLAT.DOCX.PDF
CB 2021-282 MINUTES.PDF
CB 2021-282 STAFF REPORT.PDF
CB 2021-282 SUMMARY.PDF
CB 2021-282.PDF

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

13. **Unfinished Business**

14. **New Business**

    1. Declare Excess Surplus Property For The Annual City Of Joplin Auction To Be Held Sept. 18.

       Documents:

       SURPLUS ITEMS.PDF

    2. Confirm Appointments To Boards & Commissions

    3. Vote To Go Into Closed Session, Which Shall Pertain To The Hiring, Firing, Disciplining, Or Promotion Of An Employee Or Particular Employees Of A Governmental Body Involving Personal Information As Set Forth In Section 610.021(3) RSMo, As Amended, 2020, More Specifically For The Purpose Of Evaluating Certain Council Employees. This Meeting, Record, And Vote To Be Closed To The Extent Provided By Law. The City Council Shall Adjourn At The End Of The Session.

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

-City of Joplin Vision Statement

Notice posted at 12:10 p,m. on this 2nd day of September 2021.RSMO 610.020)

PROCLAMATION

Celebrating 40 years of service for Joplin NALA Read

WHEREAS, Joplin NALA Read is celebrating 40 years of service to the Joplin community with a "Literacy Liftoff" celebration from 5:30 - 7:30 p.m. on Thursday, September 9, 2021 at the Missouri Southern Soccer fields area; and

WHEREAS, NALA stands for Neighborhood Adult Literacy Action and is a non-profit organization that started in 1981, and serves an average of 150 people per year through volunteer tutors who work with students throughout the year; and

WHEREAS, NALA is committed to the mission of fostering and strengthening literacy skills and coordinating with community resources to provide services to enable learners to reach their full potential.

NOW, THEREFORE, I, Ryan Stanley, Mayor of the City of Joplin, Missouri, do hereby proclaim September 9, 2021 as

"LITERACY LIFTOFF"

to celebrate Joplin NALA's 40 years of service and urge our citizens to reaffirm our commitment to eliminate illiteracy.

IN WITNESS, WHEREOF, I have hereunto set my hand and caused the Seal of the City of Joplin to be affixed this 7th day of September 2021.

_____

Ryan D, Stanley, Mayor

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 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.

CB 2021-278

Case 037-21: 2521 S. Connor Ave. - A request to remove from District R-1 (Single-family Residential) and include in District R-2 (Two-family Residential) for future residential development – David McCartney

David McCartney, 720 Glenview Place, Joplin, MO. He stated that he is no longer the owner but is speaking on behalf of the new owner. Basically, asking for an extension of the R-2 which is currently enforced in the adjoining plats. There are two properties, 2515 and 2519 S. Connor and combining them with this corner lot would be the appropriate square footage for duplexes.

Mr. Eastman asked he was just rezoning the corner lot?

Mr. McCartney stated that was correct. The other two lots are zoned R-2.

Ms. Bruckner-Sears asked if there was anyone here to speak in favor of this request? There were none. Ms. Bruckner-Sears asked if there was anyone here in opposition of this request?

Charles Steele, 2501 S. Connor, Joplin, MO. He is concerned about the sidewalk on 26th Street. We see a lot of foot traffic that can't go from Jackson to Bird, east/west, they go through the yards, or they go on the street, which is very dangerous. The other question I would have is where would the entrance be?

Mr. Stanton stated that since 26th Street is a collector we would not permit driveways to be off that street. It would have to be off Connor. As far as the sidewalks, the builder would be required to build sidewalks on their portion of the right-of-way with the building permit. The sidewalks will not extend the whole length, but this section would have sidewalks.

Ms. Bruckner-Sears asked if there was anyone else to speak against this request? There was not.

MR. EASTMAN MOVED, SECONDED BY MS. STEELE THAT CASE 037-21 BE FORWARDED TO THE CITY COUNCIL WITH THE RECOMMENDATION FOR APPROVAL. MOTION CARRIED, WITH MS. BRUCKNER-SEARS, MR. EASTMAN, MS. STEELE, MR. MCCULLOUGH, AND MS. PHILLIPS VOTING "AYE", (5 IN FAVOR, 2 ABSENT)

Z&P Meeting: August 9, 2021
City Council Meeting: September 7, 2021

STAFF PLANNING REPORT
Rezoning

CASE 037-21 A request to remove from District R-1 (Single-family Residential) and include in District R-2 (Two-family Residential) for future residential development.

LOCATION 2521 S. Connor Ave.

APPLICANT David McCartney

EXISTING CONDITIONS

Zoning	Land Use	Property Size
R-1	Vacant	Approx. 0.116 acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	R-2	C-O	C-O	R-1
Land Use	Two-family Residential	Non-retail	Non-retail	Single-family Residential

FUTURE LAND USE

Joplin's Future Land Use Map shows this property as future low density residential.

TRANSPORTATION

Streets with access	Classification	Right-of-way width
S. Connor Ave.	Local	60'
W. 26th St.	Collector	100'

UTILITIES

Utilities in place.

FLOOD PLAIN

This property is not in the flood plain.

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

The request is consistent with the comprehensive plan. The future land use map does indicate future low-density residential; however, the comprehensive plan does call for a mix of housing types and residential uses along this corridor.

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

R-1 zoning is suitable for this property.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

The change to R-2 will not detrimentally affect nearby property. R-2 uses are still able to maintain the character of low-density residential. Additionally, some nearby property, both directly abutting and in the general vicinity along the 26th St. corridor are presently zoned R-2 or C-O.

DISCUSSION

The applicant is requesting a rezoning from R-1 to R-2. The R-2 district permits all uses within the R-1 district, as well as two-family residential, or duplexes. These generally maintain the character of low-density residential, and the City's comprehensive plan does call for a mix in residential uses along this corridor.

Staff recommends approval of Case 037-21.

ATTACHMENTS

- Application
- Map

RECEIVED
6-17-21

REZONING APPLICATION FORM

Return Form to:
Planning / Community Development Specialist.
Joplin City Hall
602 South Main Street
Joplin, Missouri 64801
417-624-0820 Ext. 511
FAX 417-625-4738

For Office Use Only
Case No.: 037-21
Filing Fee: ~~$500.00~~ 550.00
Date Advertised:
Date Notices Sent: 7-26-21
P&Z Date: 8-9-21
City Council Date: 9-7-21

APPLICANT: David McCartney PHONE: 417-437-0884
ADDRESS: 720 Glenview Pl. ZIP: 64801-1007
EMAIL: demccart25@yahoo.com
OWNER: David McCartney PHONE: —
ADDRESS: same ZIP: —
EMAIL: —
LOCATION OF PROPERTY: ~~2521~~ Connor, Joplin MO.
LEGAL DESCRIPTION:

Present Zoning R1 Requested Zoning: R2 Acreage: 0.116 A.
Present Use of Property: vacant lot
Proposed Use of Property: duplex, along w/ adjoining properties

SURROUNDING LAND USE AND ZONING:

	Land Use	Zoning
North	vacant / ~~single residence~~	R1
South	street	?
East	Counseling office	CO
West	single family residence	R1

CHARACTER OF THE NEIGHBORHOOD: mixed CO and residential

RELATIONSHIP TO EXISTING ZONING PATTERN:

1. Would proposed change create a small, isolated district unrelated to surrounding districts?
   no
2. Are there substantial reasons why the property cannot be used in accord with existing zoning?
   If yes, explain: buyer wants to put in two duplexes on three lots

CONFORMANCE WITH COMPREHENSIVE PLAN:

1. Consistent with Development Policies? yes
2. Consistent with Future Land Use Map? yes

THE FOLLOWING MUST ACCOMPANY YOUR APPLICATION:

1. One copy of a legal description of the property proposed to be rezoned.
2. 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 effect the character of the surrounding properties; and how the proposed change will benefit the City of Joplin.
3. Owner Affidavit, if applicant applying for the rezoning is not the owner of the property be rezoned
4. For Planned Developments the following must be submitted and reviewed before the rezoning can be advertised for public hearing:
   ___ Site Plan ___ Landscape Plan ___ Building Elevations

TRAFFIC CONDITIONS:

1. Street(s) with Access to Property: Connor, 26th St (Gabby Ave.)
2. Classification of Street(s):
   Arterial ✓ Collector _____ Local ✓
3. Right-of-Way Width: _____
4. Will turning movements caused by the proposed use create an undue traffic hazard?
   No

IS PLATTING OR REPLATTING REQUIRED TO PROVIDE FOR:

1. Appropriately Sized Lots? No
2. Properly Sized Street Right-of-Way? No
3. Drainage Easements? No
4. Utility Easements:
   - Electricity? No
   - Gas? No
   - Sewers? No
   - Water? No
5. Additional Comments: _____

UNIQUE CHARACTERISTIC OF PROPERTY AND ADDITIONAL COMMENT:

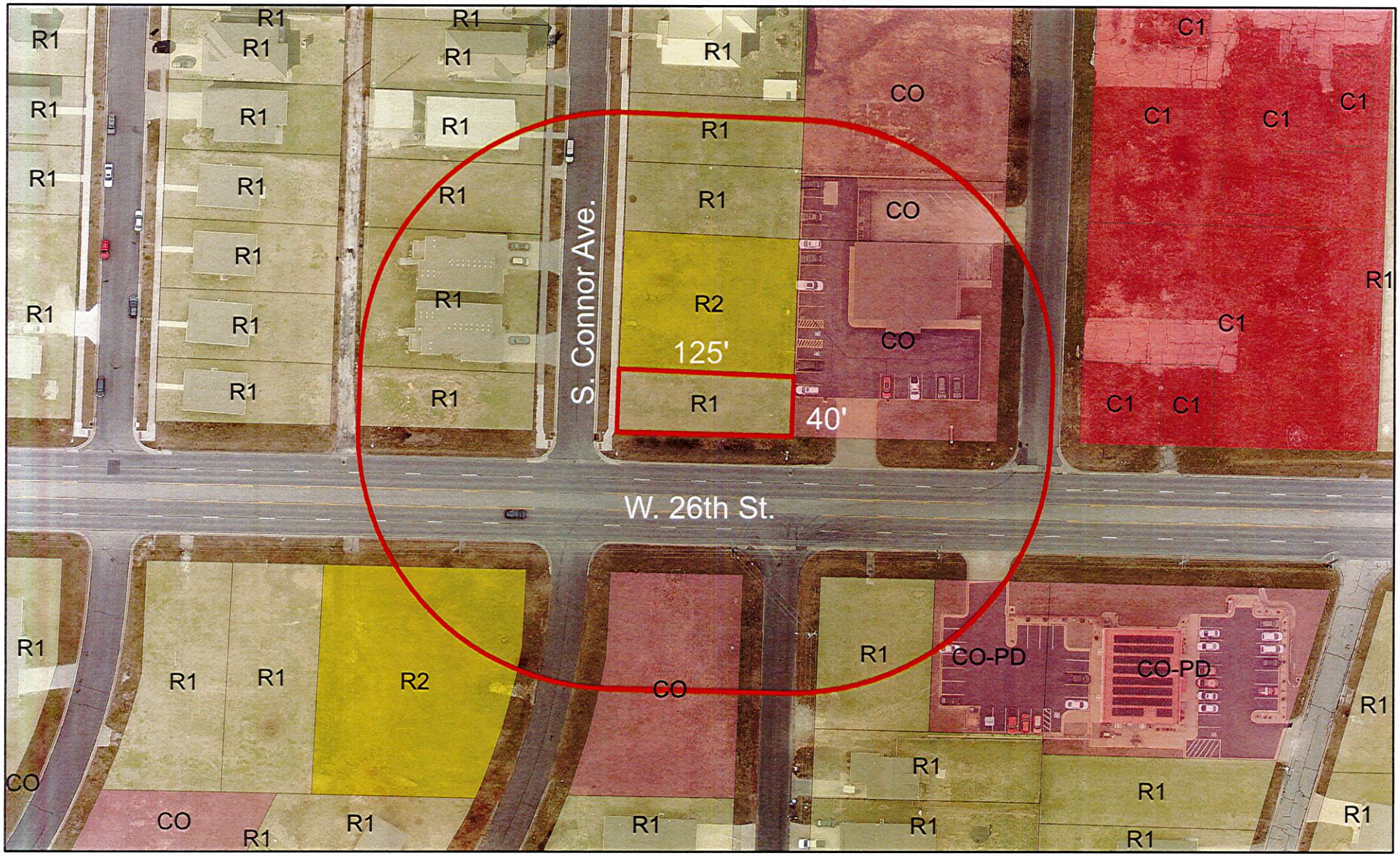
None

SIGNATURE: [signature] DATE: 5/15/24

BY: _____

TITLE: _____

037-21 - 2521 S. Connor Ave. - Rezone



Case 037-21:2521 S. Connor Ave. - A request to remove from District R-1 (Single-family Residential) and include in District R-2 (Two-family Residential) for future residential development – David McCartney

N

0 35 70 140 210 280 Feet

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2021-278 – Rezone R-1 to R-2.

MEETING DATE:
September 7, 2021

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

SUMMARY REQUEST:
Case 037-21: 2521 S. Connor Ave. - A request to remove from District R-1 (Single-family Residential) and include in District R-2 (Two-family Residential) for future residential development – David McCartney

BACKGROUND:
The change to R-2 will not detrimentally affect nearby property. R-2 uses are still able to maintain the character of low-density residential. Additionally, some nearby property, both directly abutting and in the general vicinity along the 26th St. corridor are presently zoned R-2 or C-O.

PLANNING & ZONING COMMISSION TESTIMONY:
David McCartney, 720 Glenview Place, Joplin, MO. He stated that he is no longer the owner but is speaking on behalf of the new owner. Basically, asking for an extension of the R-2 which is currently enforced in the adjoining plats. There are two properties, 2515 and 2519 S. Connor and combining them with this corner lot would be the appropriate square footage for duplexes.

Mr. Eastman asked he was just rezoning the corner lot?

Mr. McCartney stated that was correct. The other two lots are zoned R-2.

PUBLIC COMMENT;
Charles Steele, 2501 S. Connor, Joplin, MO. He is concerned about the sidewalk on 26th Street. We see a lot of foot traffic that can't go from Jackson to Bird, east/west, they go through the yards, or they go on the street, which is very dangerous. The other question I would have is where would the entrance be?

Mr. Stanton stated that since 26th Street is a collector we would not permit driveways to be off that street. It would have to be off Connor. As far as the sidewalks, the builder would be required to build sidewalks on their portion of the right-of-way with the building permit. The sidewalks will not extend the whole length, but this section would have sidewalks.

RECOMMENDATIONS:
Staff recommends approval for Case 040-21.
Planning & Zoning Commission recommends approval for Case 040-21 (5 Favor, 0 Nays, 2 Absent)

ATTACHMENTS
CB 2021-278, Staff Planning Report, P&Z Commission Minutes

P & Z Case 037-21
David McCartney
(P & Z Recommended Approval)

COUNCIL BILL NO. 2021-278 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 (Single Family Residential) and including in District R-2 (Two Family Residential) property as described below and located at 2521 S. Connor Ave.

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

Section 1. Having referred the subject matter of this ordinance to the City Planning and Zoning Commission and having given at least fifteen days' notice of time and place of hearing on same by publication in the Joplin Globe, Ordinance No. 2004-256 is hereby amended by the following described property and including in District R-2:

All of Lot Numbered Twenty-three (23) in COMMERCIAL CLUB ADDITION to the City of Joplin, Jasper County, Missouri according to the recorded plat thereof

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

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of_____, 2021, by a vote of _____.

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CB 2021-279

Case 038-21: Southeast Corner of S. Anderson Ave. and W. 26th St. – A request to vacate a utility easement – Memorial Hills II, L.P. c/o Kevin Parker

Kevin Parker with Parker Development, 1115 Illinois Ave. Ste. 1, Joplin, MO. The easement he is requesting to vacate is a legacy easement which has been vacated on both sides, which was recorded in 1978 and is now on a site that is being held by the Joplin Redevelopment Commission, that he is purchasing for the construction of Memorial Hills II. This is a 54-unit affordable housing project. The easement was not a concern initially, but we had to move our building up due to unsuitable soils. Notifications has been sent to all utility companies, but since it has been abandoned, no one has any problems with the vacation.

Ms. Bruckner-Sears asked if any of the Commissioners had any questions. They did not. Ms. Bruckner-Sears asked if there was anyone in the audience to speak in favor of this request? There was not. Ms. Bruckner-Sears asked if there was anyone opposed to this request? There was not.

MS. STEELE MOVED, SECONDED BY MR. MCCULLOUGH THAT CASE 038-21 BE FORWARDED TO THE CITY COUNCIL WITH THE RECOMMENDATION FOR APPROVAL. MOTION CARRIED, WITH MS. BRUCKNER-SEARS, MR. EASTMAN, MS. STEELE, MR. MCCULLOUGH, AND MS. PHILLIPS VOTING "AYE", (5 IN FAVOR, 2 ABSENT)

Z&P Meeting: August 9, 2021
City Council Meeting: September 7, 2021

STAFF PLANNING REPORT
Vacation

CASE 038-21 A request to vacate a utility easement.

APPLICANT Memorial Hills II L.P. c/o Kevin Parker

REPRESENTATIVE Ross Epple, Kevin Parker

LOCATION SE Corner of W. 26th St. and S. Anderson Ave.

EXISTING CONDITIONS

Easement Type(s)	Easement Size
Utility Easement	Approximately 10' x 150'

REASON FOR VACATION

The applicant is requesting this vacation in order to re-develop the site for future multi-family, senior apartments. Previously, the site was platted as a number of smaller lots, and the easement in question was platted to provide utilities to those lots. With the site under common, singular ownership, the previously platted easement is no longer necessary for a redevelopment of this size.

UTILITIES CURRENTLY LOCATED IN THE RIGHT-OF-WAY?

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

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

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

DISCUSSION

As the platted lots are now under common ownership, the easement providing utility access to those lots is no longer necessary, particularly with a proposed redevelopment of this scale on the site. No existing or future utilities are currently in or planned to be within this easement.

Staff recommends approval of Case 038-21.

ENCLOSURES

- Application
- Map

CITY OF JOPLIN

APPLICATION FOR VACATION OF STREET OR RESERVATION

Return Form and Attachments to:
Planning / Community Development Specialist
Joplin City Hall
602 South Main Street
Joplin, Missouri 64801
417-624-0820 Ext. 511
FAX 417-625-4738

For Office Use Only

Case No.: 038-21
Filing Fee: $550.00
Date Advertised:
Date Notices Sent 7-26-21
Public Hearing Date: 8-9-21

I. Applicant Name: Memorial Hills II, L.P. C/O Kevin Parker Phone: 417-624-5552

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

Address: 1115 Illinois Avenue, Suite 100, Joplin, MO Zip: 64801

II. Type of vacation requested (check one):

Street Vacation_____

Alley Vacation_____

Utility Vacation X

Other (Please specify)_____

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

1. Private rights will not be injured or endangered by the vacation. Private rights will not be endangered by the vacation of this easement as there is currently no known utilities found within this easement.

2. The vacation will not cause the public to suffer a loss or inconvenience. Vacation of this easement will not cause the public to suffer a loss or inconvenience as there is currently no known utilities within this easement.

3. In justice to the applicant(s) the vacation should be granted. The vacation should be granted to the applicant as there is currently no known utilities within this easement and the proposed building had to be moved north

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. 511

Case Number: _____
Applicant: Memorial Hills II, L.P. C/O Kevin Parker
Phone: 417-624-5552
Email: kevin@parkerdevelopment.biz

Be it known that Memorial Hills II, L.P. *, 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:* the utility easement that bisects the property at the below location

Located at: the corner of Anderson Avenue and 27th Street (Joplin Parcel #19501640001009001)

For the following purpose: to build the proposed building (Memorial Hills II)

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 (Jun 2, 2021 12:41 CDT)

Authorized Representative

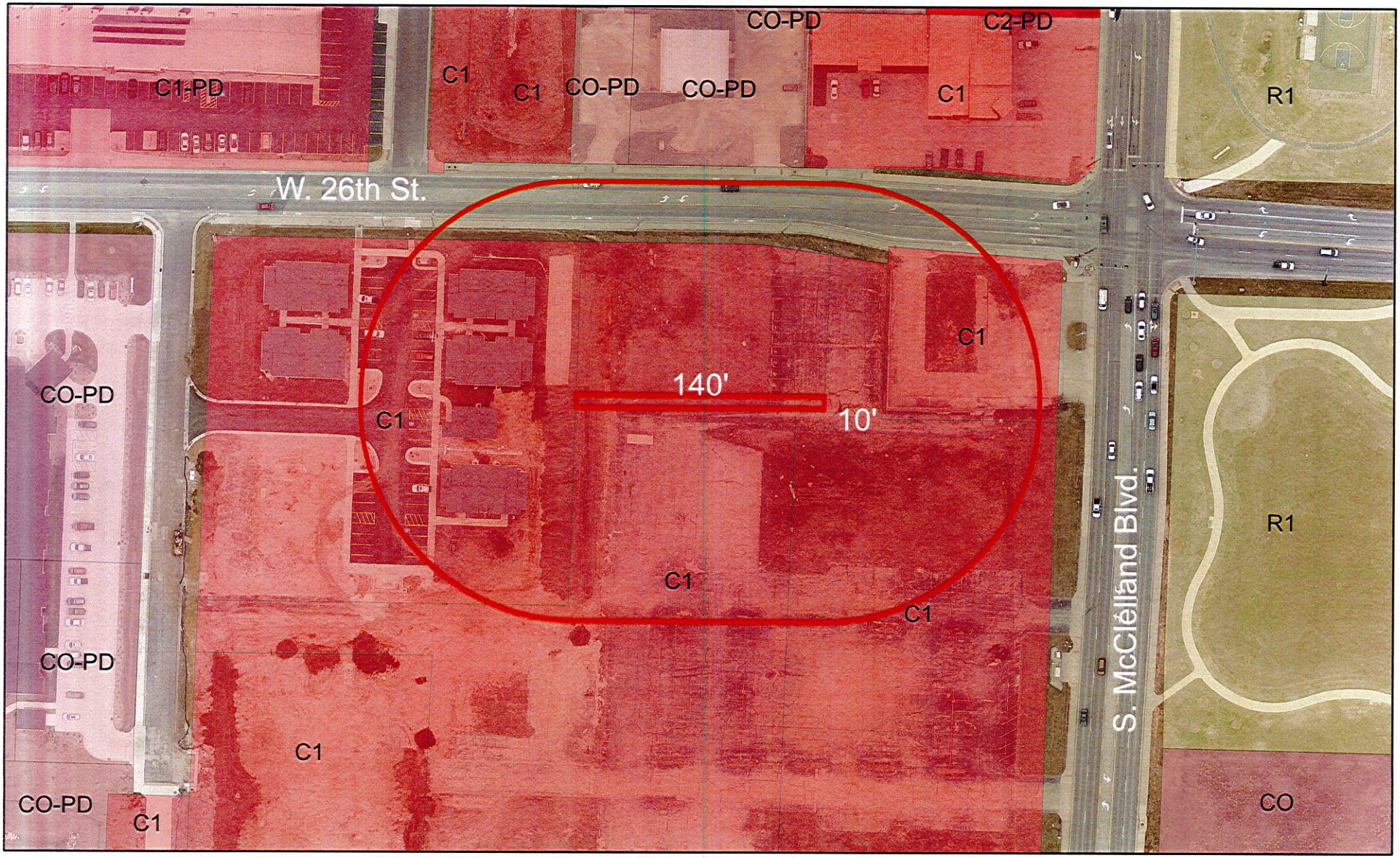
06/02/2021

Date

Spire

Name of Utility

Case 038-21 - SE Corner of S. Anderson Ave. and W. 26th St. Easement Vacation



Case 038-21: Southeast Corner of S. Anderson Ave. and W. 26th St. – A request to vacate a utility easement – Memorial Hills II, L.P. c/o Kevin Parker

N

0 40 80 160 240 320 Feet

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2021-279-Utility Easement Vacation

MEETING DATE:
September 7, 2021

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

SUMMARY REQUEST:
Case 038-21: Southeast Corner of S. Anderson Ave. and W. 26th St. – A request to vacate a utility easement – Memorial Hills II, L.P. c/o Kevin Parker

BACKGROUND:
Utilities are not currently in the Right-of-Way. Rerouting of utilities is not required to maintain current services to adjoining properties. No plans for new utilities to be located in the right-of-way. As the platted lots are now under common ownership, the easement providing utility access to those lots is no longer necessary, particularly with a proposed redevelopment of this scale on the site. No existing or future utilities are currently in or planned to be within this easement.

PLANNING & ZONING COMMISSION TESTIMONY:
Kevin Parker with Parker Development, 1115 Illinois Ave. Ste. 1, Joplin, MO. The easement he is requesting to vacate is a legacy easement which has been vacated on both sides, which was recorded in 1978 and is now on a site that is being held by the Joplin Redevelopment Commission, that he is purchasing for the construction of Memorial Hills II.

PUBLIC COMMENT:
None.

FUNDING SOURCE
These payments are included in the FY 2020-21 budget of the Community Planning Fund.

RECOMMENDATION:
Staff recommends approval of Case 038-21.
Planning & Zoning Commission recommends approval for Case 038-21 (5 in favor, 0 Nays, 2 Absent.)

ATTACHMENTS
CB 2021- 279, Staff Planning Report, P&Z Commission Minutes

P & Z Case 038-21
Kevin Parker
(P & Z Recommended Approval)

COUNCIL BILL NO. 2021-279 ORDINANCE NO.

AN ORDINANCE providing the vacation of a utility easement lying on property at the Southeast Corner of S. Anderson Ave. and W. 26th 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 a utility easement lying on property the Southeast Corner of S. Anderson Ave. and W. 26th St. City of Joplin, Jasper County, Missouri described as follows is hereby vacated, conveyed, relinquished, and reverted to the owners of the abutting lots and land:

> The South 10 feet of Lots 103, 104, and 105 of Ludwig's First Addition, as shown in Plat Book 7, Page 1 in the Office of the Recorder of Deeds in Jasper County, Missouri

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 21, by a vote of _____.

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CB 2021-280

Case 039-21: End of Public Right-of-Way of W. 32nd St. – A request to voluntarily annex property into the City of Joplin – James and Lance Ledford

Logan Ellis, Anderson Engineering, we are seeking to annex Eagles Edge Phase II into the City of Joplin.

Ms. Bruckner-Sears asked if any of the Commissioners had any questions. They did not. Ms. Bruckner-Sears asked if there was anyone in the audience to speak in favor of this request? There was not. Ms. Bruckner-Sears asked if there was anyone opposed to this request? There was not.

MR. MCCULLOUGH MOVED, SECONDED BY MR. EASTMAN THAT CASE 039-21 BE FORWARDED TO THE CITY COUNCIL WITH THE RECOMMENDATION FOR APPROVAL. MOTION CARRIED, WITH MS. BRUCKNER-SEARS, MR. EASTMAN, MS. STEELE, MR. MCCULLOUGH, AND MS. PHILLIPS VOTING "AYE", (5 IN FAVOR, 2 ABSENT)

Z&P Meeting: August 9, 2021
City Council Meeting: September 7, 2021

STAFF PLANNING REPORT
Voluntary Annexation

CASE 039-21 A request to voluntarily annex property into the City of Joplin.

LOCATION End of Public Right-of-way of W. 32nd St.

APPLICANT James & Lance Ledford

EXISTING CONDITIONS

Zoning	Land Use	Property Size
N/A (Jasper County, MO)	Vacant	Approx. 5.5 Acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	R-1	R-1	R-1	Out of City Limits
Land Use	Vacant	Vacant	Vacant	Vacant

FUTURE LAND USE

Joplin's Future Land Use Map describes this property as future residential/commercial opportunity area.

TRANSPORTATION

Streets with access	Classification	Right-of-way width
W. 32nd St.	Collector	60'
S. Nellie Mae Ave.	Local	50'

Both streets are to be platted and built to City specifications.

UTILITIES

Utilities will be extended through public right-of-way and to-be-platted easements.

FLOOD PLAIN

This property is not in the flood plain.

DISCUSSION

The applicant is requesting to voluntarily annex in property approximately 5.5 acres in size to the City of Joplin. This would accommodate Phase II of Eagle's Edge subdivision. Utilities and public streets will be extended as part of the new subdivision.

Staff recommends approval of Case 039-21.

ATTACHMENTS

- Application
- Map

BEFORE THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI

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

TO WHOM IT MAY CONCERN:

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

James Ledford

STATE OF Missouri)
) ss:
COUNTY OF Jasper)

On this 14 day of July 2021, before me appeared James Ledford, to me known to be the Owner of Ledford Construction LLC, and the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was singed and sealed on behalf of said corporation by authority of its Board of Directors of the consideration stated therein and no other, and said James Ledford acknowledged said instrument to be the free act and deed of said corporation, and that the allegations contained therein are true.

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

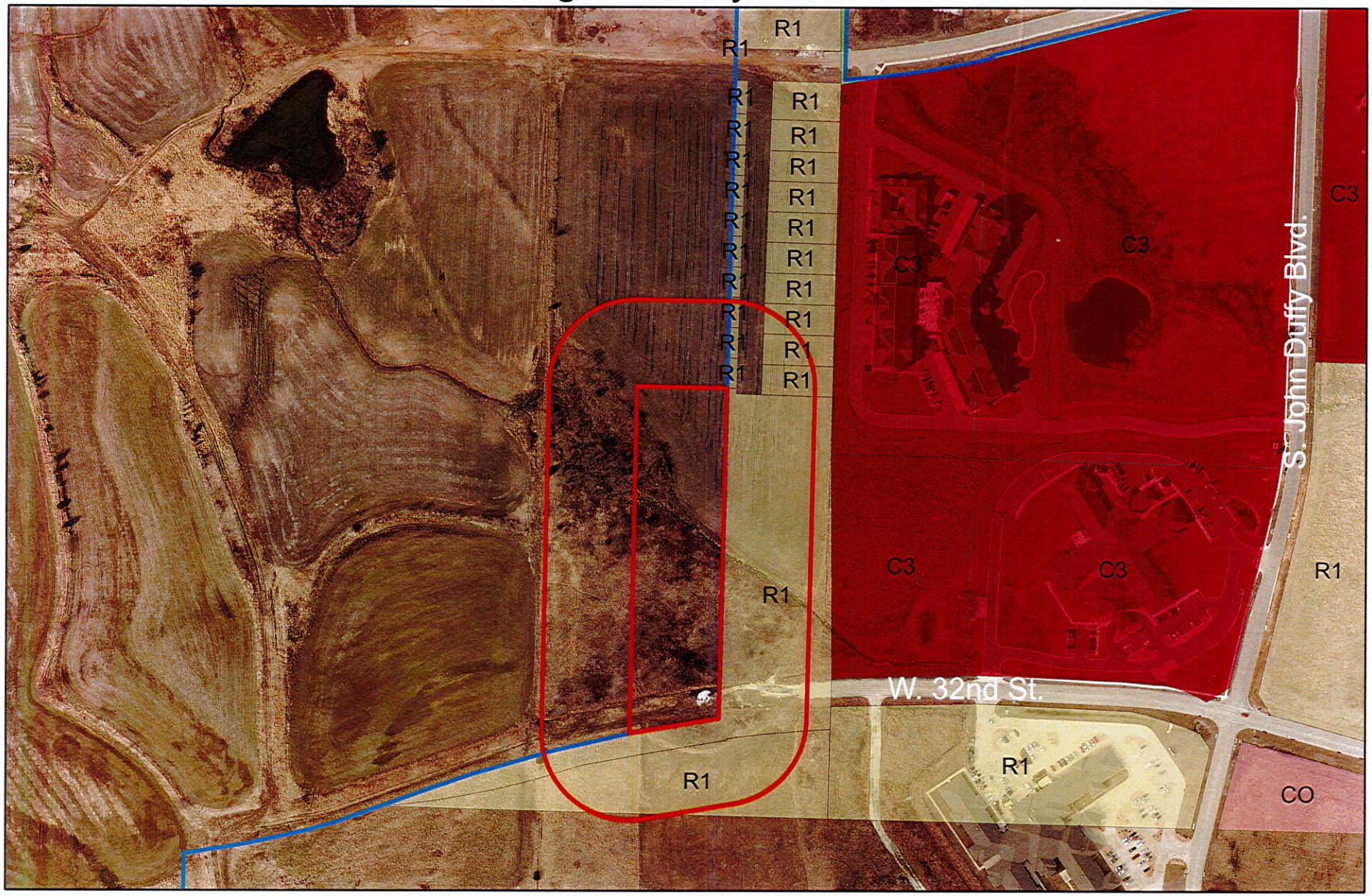
My commission expires: October 5, 2024

GRANT DON THOMAS
Notary Public - Notary Seal
Jasper County - State of Missouri
Commission Number 20742645
My Commission Expires Oct 5, 2024

Grant Don Thomas

Notary Public

Case 039-21 - End of Right-of-way of W. 32nd St. - Annexation



Case 039-21: End of Public Right-of-Way of W. 32nd St. – A request to voluntarily annex property into the City of Joplin – James and Lance Ledford

N

0 105 210 420 630 840 Feet

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM: CB 2021-280 - Annexation

MEETING DATE:
September 7, 2021

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

SUMMARY REQUEST:
Case 039-21 -A request to voluntarily annex property into the City of Joplin.

BACKGROUND:
The applicant is requesting to voluntarily annex in property approximately 5.5 acres in size to the City of Joplin. Utilities will be extended through public right-of-way and to-be-platted easements Both streets are to be platted and built to City specifications.

PLANNING & ZONING COMMISSION TESTIMONY:
Logan Ellis, Anderson Engineering, we are seeking to annex Eagles Edge Phase II into the City of Joplin.

PUBLIC COMMENT:
None.

RECOMMENDATIONS:
Staff recommends approval for Case 039-21.
Planning & Zoning Commission recommends approval for Case 039-21 (5 Favor, 0 Nays, 2 Absent)

ATTACHMENTS
CB 2021-280, Staff Planning Report, P&Z Commission Minutes

P & Z Case 039-21
James and Lance Ledford
(P & Z Recommended Approval)

COUNCIL BILL NO. 2021-280 ORDINANCE NO.

AN ORDINANCE approving the voluntary annexation by the Council of the City of Joplin, Missouri, of property located at the End of Public Right-of-Way of W. 32nd St., Joplin, Jasper County, Missouri.

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

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

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

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

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

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

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

PART OF A TRACT OF LAND DESCRIBED IN BOOK 2528, PAGE 23 IN THERECORDER OF DEEDS OFFICE IN JASPER COUNTY, MISSOURI, BEING PART OFSECTION 13, TOWNSHIP 27 NORTH, RANGE 34 WEST, JASPER COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: COMMENCING AT A FOUND ALUMINUM MONUMENT AT THE SOUTHEAST CORNER OF SAID SECTION 13; THENCE NORTH 88°40'30" WEST ALONG THE SOUTH LINE THEREOF, 2027.47 FEET TO A POINT ON THE EAST LINE OF A TRACT OF LAND DESCRIBED IN BOOK 2501, PAGE 39 IN THE RECORDER OF DEEDS OFFICE IN JASPER COUNTY, MISSOURI; THENCE NORTH 0°00'00" EAST ALONG THE EAST LINE THEREOF, 220.09 FEET TO A FOUND 1/2" IRON BAR AT THE NORTHEAST CORNER OF SAID TRACT, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE 348.95 FEET ALONG A 2955.00 FOOT RADIUS CURVE TO THE LEFT WITH A CHORD BEARING SOUTH 83°18'31" WEST,

WITH A DISTANCE OF 348.74 FEET; THENCE NORTH 01°49'48" EAST, 738.38 FEET TO THE SOUTHWEST CORNER OF EAGLES EDGE PLAT 1 AS FOUND IN THE JASPER COUNTY, MISSOURI RECORDER'S OFFICE IN PLAT BOOK 24. AT PAGE 23; THENCE ALONG THE SOUTH LINE OF SAID SUBDIVISION THE FOLLOWING THREE COURSES, SOUTH 88°10'12" EAST, 142.00 FEET; THENCE SOUTH 01°49'48" WEST, 11.27 FEET; THENCE SOUTH 88°10'12" EAST, 199.70 FEET, TO THE SOUTHEAST CORNER OF SAID SUBDIVISION; THENCE LEAVING SAID SOUTH LINE, SOUTH 01°49'48" WEST, 585.36 FEET; THENCE SOUTH 00°12'03" EAST, 90.13 FEET, TO THE POINT OF BEGINNING. EXCEPT THAT PART OF THE TRACT LYING IN JOPLIN CITY LIMITS, JASPER COUNTY, MISSOURI. CONTAINS 5.54 ACRES, MORE OR LESS, SUBJECT TO ANY EXISTING EASEMENTS

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_____, 2021, by a vote of _____.

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

Case 040-21: 2315 S. Empire Ave. – A request to declare property surplus – City of Joplin

Keegan Stanton, 602 S. Main Street, Joplin, MO. With the Chair's permission he requests to present the next six cases.

Ms. Bruckner-Sears stated that would be fine.

The first case is a residential lot, currently zoned as R-1 (Single-family Residential). We anticipate that a house will be built on this lot when someone purchases it. We did receive this property from the Jasper County Trustee.

Ms. Bruckner-Sears asked if any of the Commissioners had any questions. They did not. Ms. Bruckner-Sears asked if there was anyone in the audience to speak in favor of this request? There was not. Ms. Bruckner-Sears asked if there was anyone opposed to this request? There was not.

MS. STEELE MOVED, SECONDED BY MR. MCCULLOUGH THAT CASE 040-21 BE FORWARDED TO THE CITY COUNCIL WITH THE RECOMMENDATION FOR APPROVAL. MOTION CARRIED, WITH MS. BRUCKNER-SEARS, MR. EASTMAN, MS. STEELE, MR. MCCULLOUGH, AND MS. PHILLIPS VOTING "AYE", (5 IN FAVOR, 2 ABSENT)

Z&P Meeting: August 9, 2021
City Council Meeting: September 7, 2021

STAFF PLANNING REPORT
Declaration of Surplus Property

CASE 040-21 A request to declare surplus property.

LOCATION 2315 S. Empire Ave.

APPLICANT City of Joplin

EXISTING CONDITIONS

Zoning	Land Use	Property Size
R-1	Vacant	Approx. 0.14 Acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	R-1	R-1	R-1	R-1
Land Use	Single-family Residential	Single-family Residential	Single-family Residential	Single-family Residential

FUTURE LAND USE

Joplin's Future Land Use Map describes this property as future low-density residential.

TRANSPORTATION

Streets with access	Classification	Right-of-way width
S. Empire Ave.	Local	60'

UTILITIES

Utilities are existing.

FLOOD PLAIN

This property is not in the flood plain.

STAFF ANALYSIS

WILL THE PUBLIC SUFFER A LOSS OR INCONVENIENCE BY THE VACATION OF RIGHTS TO THE PROPERTY?

No. City staff has determined that the City has no future use for the property.

REASON FOR DECLARATION

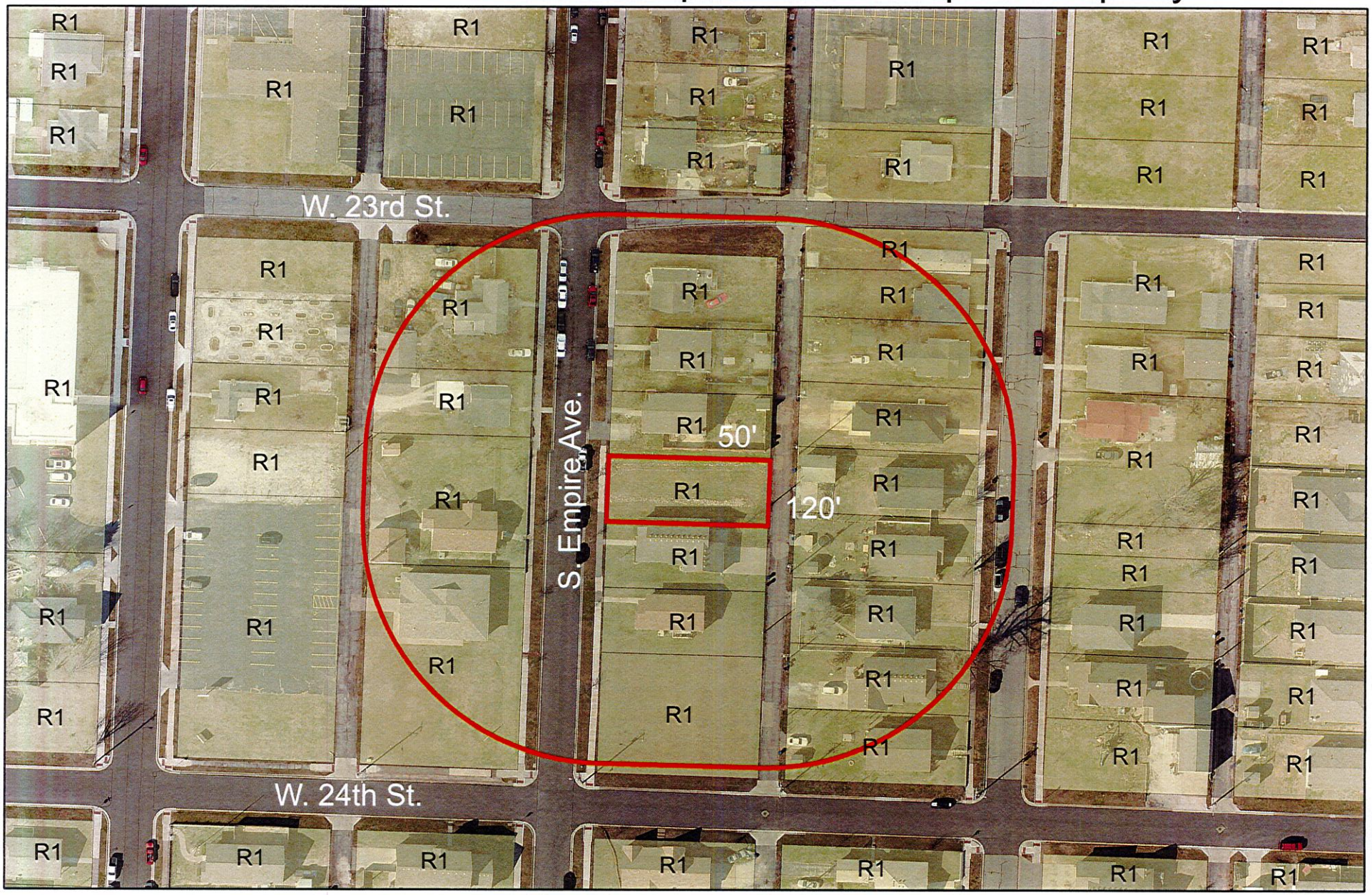
The City is requesting that property at 2315 S. Empire Ave. be declared surplus. This property was found to be a buildable lot under current zoning regulations. The City acquired this lot from the Jasper County Trustee.

Staff recommends approval of Case 040-21.

ATTACHMENTS

- Map

Case 040-21 - 2315 S. Empire Ave. - Surplus Property



Case 040-21: 2315 S. Empire Ave. – A request to declare property surplus – City of Joplin

N

0 37.5 75 150 225 300 Feet

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
Case 040-21 – Surplus Property-2315 S. Empire Ave.

MEETING DATE:
September 7, 2021

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

SUMMARY REQUEST:
Case 040-21: 2315 S. Empire Ave. – A request to declare property surplus – City of Joplin

BACKGROUND:
This property was found to be a buildable lot under current zoning regulations. The city acquired this lot from the Jasper County Trustee. Utilities are existing. This property is not in the flood plain

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Stanton stated this property is zoned R-3 (Apartment House District). It is a 50' x 120' lot, given the neighborhood we would anticipate residential development on that lot. This property was also deeded to us from the Jasper County Trustee

PUBLIC COMMENT;

None.

RECOMMENDATIONS:
Staff recommends approval for Case 040-21.
Planning & Zoning Commission recommends approval for Case 040-21 (5 Favor, 0 Nays, 2 Absent)

ATTACHMENTS
Staff Planning Report, P&Z Commission Minutes

Case 041-21: 226 N. Byers Ave. – A request to declare property surplus – City of Joplin

Mr. Stanton stated this property is zoned R-3 (Apartment House District). It is a 50' x 120' lot, given the neighborhood we would anticipate residential development on that lot. This property was also deeded to us from the Jasper County Trustee.

Ms. Bruckner-Sears asked if any of the Commissioners had any questions. They did not. Ms. Bruckner-Sears asked if there was anyone in the audience to speak in favor of this request? There was not. Ms. Bruckner-Sears asked if there was anyone opposed to this request? There was not.

MS. STEELE MOVED, SECONDED BY MR. MCCULLOUGH THAT CASE 041-21 BE FORWARDED TO THE CITY COUNCIL WITH THE RECOMMENDATION FOR APPROVAL. MOTION CARRIED, WITH MS. BRUCKNER-SEARS, MR. EASTMAN, MS. STEELE, MR. MCCULLOUGH, AND MS. PHILLIPS VOTING "AYE", (5 IN FAVOR, 2 ABSENT)

Z&P Meeting: August 9, 2021
City Council Meeting: September 7, 2021

STAFF PLANNING REPORT
Declaration of Surplus Property

CASE 041-21 A request to declare surplus property.

LOCATION 226 N. Byers Ave.

APPLICANT City of Joplin

EXISTING CONDITIONS

Zoning	Land Use	Property Size
R-3	Vacant	Approx. 0.14 Acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	R-3	R-3	R-3	R-2
Land Use	Apartment House	Apartment House	Apartment House	Two-family Residential

FUTURE LAND USE

Joplin's Future Land Use Map describes this property as future low-density residential.

TRANSPORTATION

Streets with access	Classification	Right-of-way width
N. Byers Ave.	Local	60'

UTILITIES

Utilities are existing.

FLOOD PLAIN

This property is not in the flood plain.

STAFF ANALYSIS

WILL THE PUBLIC SUFFER A LOSS OR INCONVENIENCE BY THE VACATION OF RIGHTS TO THE PROPERTY?

No. City staff has determined that the City has no future use for the property.

REASON FOR DECLARATION

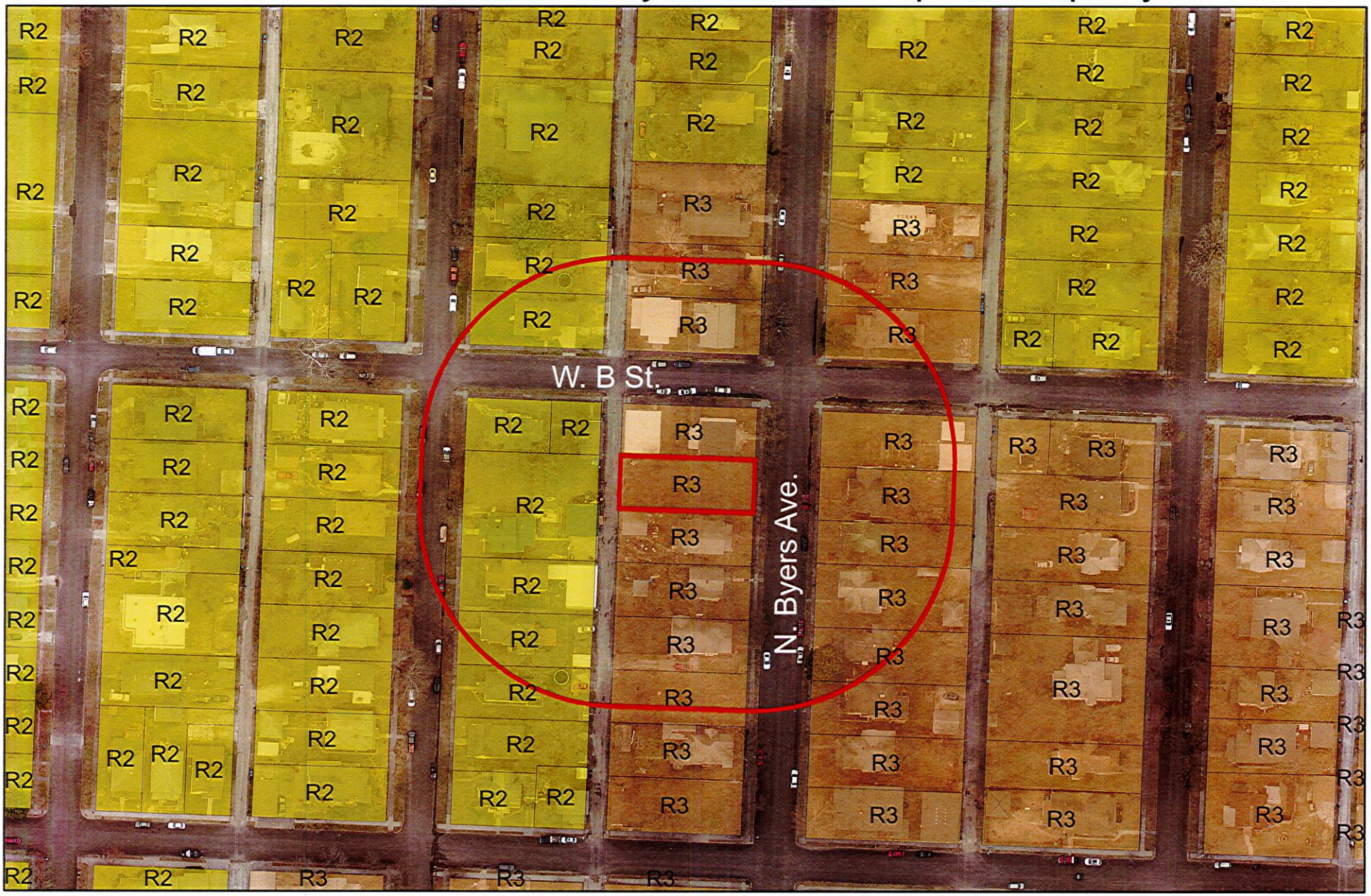
The City is requesting that property at 226 N. Byers Ave. be declared surplus. This property was found to be a buildable lot under current zoning regulations. The City acquired this lot from the Jasper County Trustee.

Staff recommends approval of Case 041-21.

ATTACHMENTS

- Map

Case 041-21 - 226 N Byers Ave. - Surplus Property



Case 041-21: 226 N. Byers Ave. – A request to declare property surplus – City of Joplin

N

0 45 90 180 270 360 Feet

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
Case 041-21 – Surplus Property-226 N. Byers Ave.

MEETING DATE:
September 7, 2021

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

SUMMARY REQUEST:
Case 041-21: 226 N. Byers Ave. – A request to declare property surplus – City of Joplin

BACKGROUND:
This property was found to be a buildable lot under current zoning regulations. The city acquired this lot from the Jasper County Trustee.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Stanton stated this property is zoned R-3 (Apartment House District). It is a 50' x 120' lot, given the neighborhood we would anticipate residential development on that lot. This property was also deeded to us from the Jasper County Trustee

PUBLIC COMMENT;

None.

RECOMMENDATIONS:
Staff recommends approval for Case 041-21.
Planning & Zoning Commission recommends approval for Case 041-21 (5 Favor, 0 Nays, 2 Absent)

ATTACHMENTS
Staff Planning Report, P&Z Commission Minutes

Case 042-21: 2014 S. Connor Ave. – A request to declare property surplus – City of Joplin

Mr. Stanton stated that this property is zoned R-1 (Single-family Residential). This lot is also 50'x120' lot. We anticipate this lot to have single-family construction. The property was also deeded to us from the Jasper County Trustee.

Ms. Bruckner-Sears asked if any of the Commissioners had any questions. They did not. Ms. Bruckner-Sears asked if there was anyone in the audience to speak in favor of this request? There was not. Ms. Bruckner-Sears asked if there was anyone opposed to this request? There was not.

MR. EASTMAN MOVED, SECONDED BY MS. PHILLIPS THAT CASE 042-21 BE FORWARDED TO THE CITY COUNCIL WITH THE RECOMMENDATION FOR APPROVAL. MOTION CARRIED, WITH MS. BRUCKNER-SEARS, MR. EASTMAN, MS. STEELE, MR. MCCULLOUGH, AND MS. PHILLIPS VOTING "AYE", (5 IN FAVOR, 2 ABSENT)

Z&P Meeting: August 9, 2021
City Council Meeting: September 7, 2021

STAFF PLANNING REPORT
Declaration of Surplus Property

CASE 042-21 A request to declare surplus property.

LOCATION 2014 S. Connor Ave.

APPLICANT City of Joplin

EXISTING CONDITIONS

Zoning	Land Use	Property Size
R-1	Vacant	Approx. 0.14 Acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	R-1	R-3	R-1	R-1
Land Use	Single-family Residential	Apartment House	Single-family Residential	Single-family Residential

FUTURE LAND USE

Joplin's Future Land Use Map describes this property as future low-density residential.

TRANSPORTATION

Streets with access	Classification	Right-of-way width
S. Connor Ave.	Local	60'

UTILITIES

Utilities are existing.

FLOOD PLAIN

This property is not in the flood plain.

STAFF ANALYSIS

WILL THE PUBLIC SUFFER A LOSS OR INCONVENIENCE BY THE VACATION OF RIGHTS TO THE PROPERTY?

No. City staff has determined that the City has no future use for the property.

REASON FOR DECLARATION

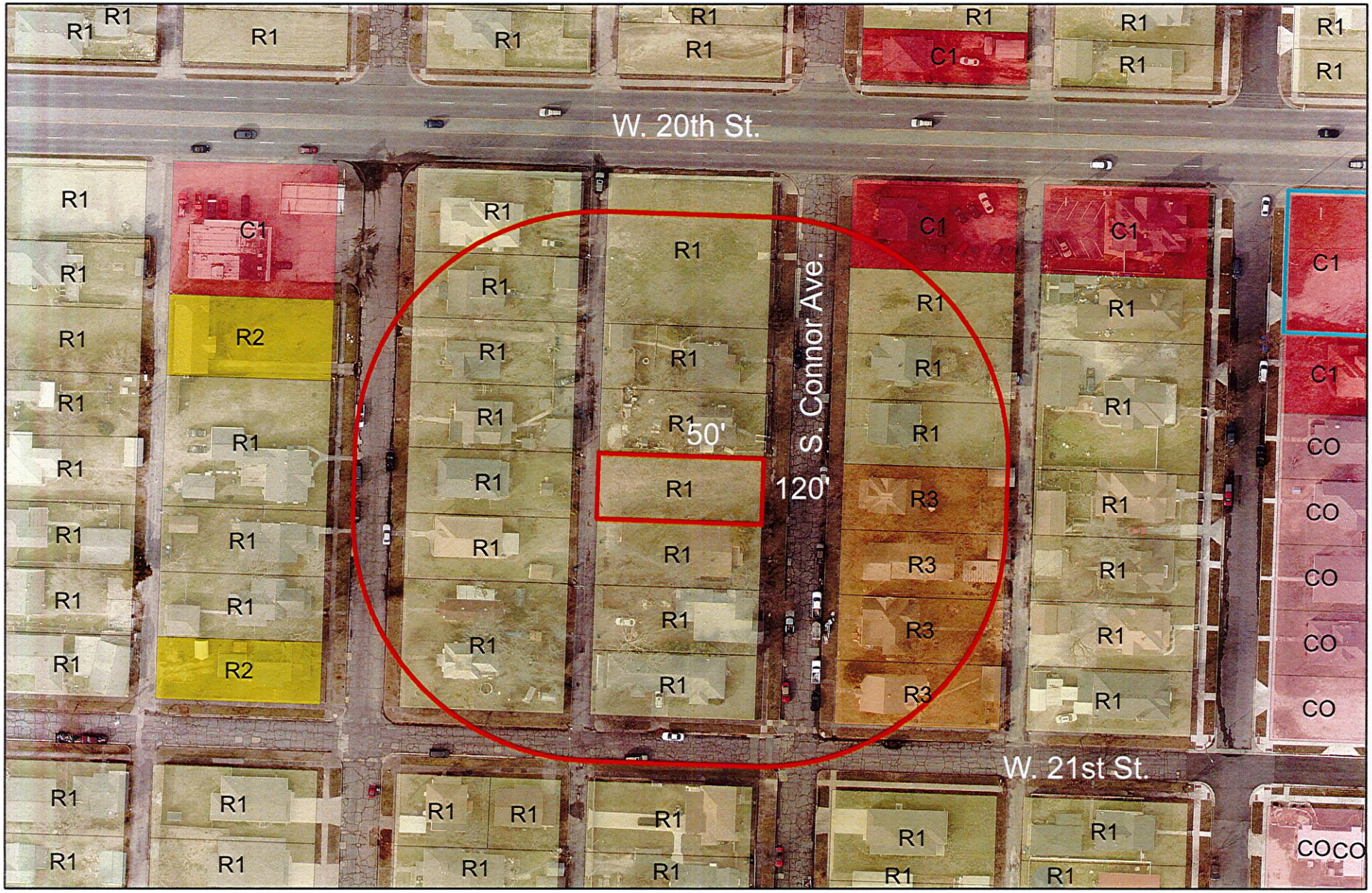
The City is requesting that property at 2014 S. Connor Ave. be declared surplus. This property was found to be a buildable lot under current zoning regulations. The City acquired this lot from the Jasper County Trustee.

Staff recommends approval of Case 042-21.

ATTACHMENTS

- Map

Case 042-21 - 2014 S. Connor Ave. - Surplus Property



Case 042-21: 2014 S. Connor Ave. – A request to declare property surplus – City of Joplin

N

0 37.5 75 150 225 300 Feet

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
Case 042-21 – Surplus Property – 2014 S. Connor Ave.

MEETING DATE:
September 7, 2021

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

SUMMARY REQUEST:
Case 042-21: 2014 S. Connor Ave. – A request to declare property surplus – City of Joplin.

BACKGROUND:
This property was found to be a buildable lot under current zoning regulations. The city acquired this lot from the Jasper County Trustee. Utilities are existing. This property is not in the flood plain.

PLANNING & ZONING COMMISSION TESTIMONY:
Keegan Stanton, 602 S. Main Street, Joplin, MO. This property is zoned R-1 (Single-family Residential). This lot is also 50'x120' lot. We anticipate this lot to have single-family construction. We did receive this property from the Jasper County Trustee.

PUBLIC COMMENT;

None.

RECOMMENDATIONS:
Staff recommends approval for Case 042-21.
Planning & Zoning Commission recommends approval for Case 042-21 (5 Favor, 0 Nays, 2 Absent)

ATTACHMENTS
Staff Planning Report, P&Z Commission Minutes

Case 043-21: Northwest Corner of W. 3rd St. and S. Jackson Ave. – A request to declare property surplus – City of Joplin.

Mr. Stanton stated this property is zoned R-3 (Apartment House District). It is a 50' x 120' lot, given the neighborhood we would anticipate residential development on that lot. This property was also deeded to us from the Jasper County Trustee.

Ms. Bruckner-Sears asked if any of the Commissioners had any questions. They did not. Ms. Bruckner-Sears asked if there was anyone in the audience to speak in favor of this request? There was not. Ms. Bruckner-Sears asked if there was anyone opposed to this request? There was not.

MS. STEELE MOVED, SECONDED BY MR. EASTMAN THAT CASE 043-21 BE FORWARDED TO THE CITY COUNCIL WITH THE RECOMMENDATION FOR APPROVAL. MOTION CARRIED, WITH MS. BRUCKNER-SEARS, MR. EASTMAN, MS. STEELE, MR. MCCULLOUGH, AND MS. PHILLIPS VOTING "AYE", (5 IN FAVOR, 2 ABSENT)

Z&P Meeting: August 9, 2021
City Council Meeting: September 7, 2021

STAFF PLANNING REPORT
Declaration of Surplus Property

CASE 043-21 A request to declare surplus property.

LOCATION NW Corner of W. 3rd St. and S. Jackson Ave.

APPLICANT City of Joplin

EXISTING CONDITIONS

Zoning	Land Use	Property Size
R-3	Vacant	Approx. 0.14 Acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	R-3	R-2	C-O	R-2
Land Use	Apartment House	Two-family Residential	Non-retail	Two-family Residential

FUTURE LAND USE

Joplin's Future Land Use Map describes this property as future low-density residential.

TRANSPORTATION

Streets with access	Classification	Right-of-way width
S. Jackson Ave.	Local	60'
W. 3rd St.	Local	60'

UTILITIES

Utilities are existing.

FLOOD PLAIN

This property is not in the flood plain.

STAFF ANALYSIS

WILL THE PUBLIC SUFFER A LOSS OR INCONVENIENCE BY THE VACATION OF RIGHTS TO THE PROPERTY?

No. City staff has determined that the City has no future use for the property.

REASON FOR DECLARATION

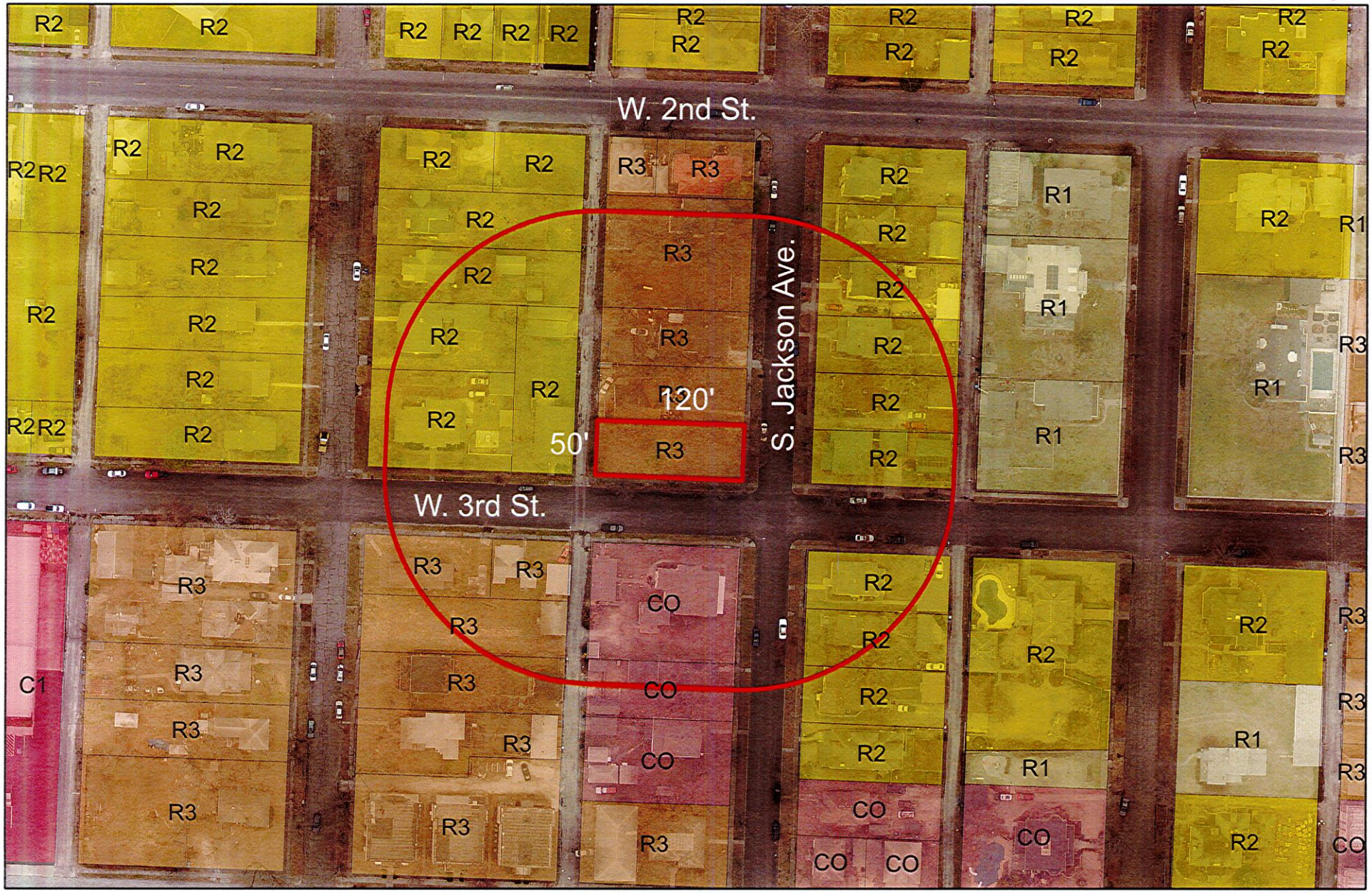
The City is requesting that property at the Northwest Corner of W. 3rd St. and S. Jackson Ave. be declared surplus. This property was found to be a buildable lot under current zoning regulations. The City acquired this lot from the Jasper County Trustee.

Staff recommends approval of Case 043-21.

ATTACHMENTS

- Map

Case 043-21 - NW Corner of W. 3rd St. and S. Jackson Ave. - Surplus Property



Case 043-21: Northwest Corner of W. 3rd St. and S. Jackson Ave. – A request to declare property surplus – City of Joplin

0 40 80 160 240 320 Feet

N

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
Case 043-21 – Surplus Property - Northwest Corner of W. 3rd St. and S. Jackson Ave.

MEETING DATE:
September 7, 2021

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

SUMMARY REQUEST:
Case 043-21: Northwest Corner of W. 3rd St. and S. Jackson Ave. – A request to declare property surplus – City of Joplin

BACKGROUND:
This property was found to be a buildable lot under current zoning regulations. The city acquired this lot from the Jasper County Trustee. Utilities are existing. This property is not in the flood plain.

PLANNING & ZONING COMMISSION TESTIMONY:
Keegan Stanton, 602 S. Main Street, Joplin, MO. The first case is a residential lot, currently zoned as R-3 (Apartment House District). It is a 50' x 120' lot, given the neighborhood we would anticipate residential development on that lot. We did receive this property from the Jasper County Trustee.

PUBLIC COMMENT;

None.

RECOMMENDATIONS:
Staff recommends approval for Case 043-21.
Planning & Zoning Commission recommends approval for Case 043-21 (5 Favor, 0 Nays, 2 Absent)

ATTACHMENTS
Staff Planning Report, P&Z Commission Minutes

Case 044-21: 807 E. Broadway St. – A request to declare property surplus – City of Joplin

Mr. Stanton stated this property is zoned C-1 (Neighborhood Commercial District). This is the only property zoned Commercial today. This zoning can have multi-uses but given its location we anticipate commercial development. We received this property from the Land Clearance for Redevelopment Authority from the City of Joplin back in the 1970's.

Ms. Bruckner-Sears asked if any of the Commissioners had any questions. They did not. Ms. Bruckner-Sears asked if there was anyone in the audience to speak in favor of this request? There was not. Ms. Bruckner-Sears asked if there was anyone opposed to this request? There was not.

MR. MCCULLOUGH MOVED, SECONDED BY MR. EASTMAN THAT CASE 044-21 BE FORWARDED TO THE CITY COUNCIL WITH THE RECOMMENDATION FOR APPROVAL. MOTION CARRIED, WITH MS. BRUCKNER-SEARS, MR. EASTMAN, MS. STEELE, MR. MCCULLOUGH, AND MS. PHILLIPS VOTING "AYE", (5 IN FAVOR, 2 ABSENT)

Z&P Meeting: August 9, 2021
City Council Meeting: September 7, 2021

STAFF PLANNING REPORT
Declaration of Surplus Property

CASE 044-21 A request to declare surplus property.

LOCATION 807 E. Broadway St.

APPLICANT City of Joplin

EXISTING CONDITIONS

Zoning	Land Use	Property Size
C-1	Vacant	Approx. 0.15 Acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	R-3	C-1	C-1	C-1
Land Use	Apartment House	Neighborhood Commercial	Neighborhood Commercial	Neighborhood Commercial

FUTURE LAND USE

Joplin's Future Land Use Map describes this property as future retail commercial.

TRANSPORTATION

Streets with access	Classification	Right-of-way width
E. Broadway St.	Collector	50'
N. Cox Ave.	Local	60'

UTILITIES

Utilities are existing.

FLOOD PLAIN

This property is not in the flood plain.

STAFF ANALYSIS

WILL THE PUBLIC SUFFER A LOSS OR INCONVENIENCE BY THE VACATION OF RIGHTS TO THE PROPERTY?

No. City staff has determined that the City has no future use for the property.

REASON FOR DECLARATION

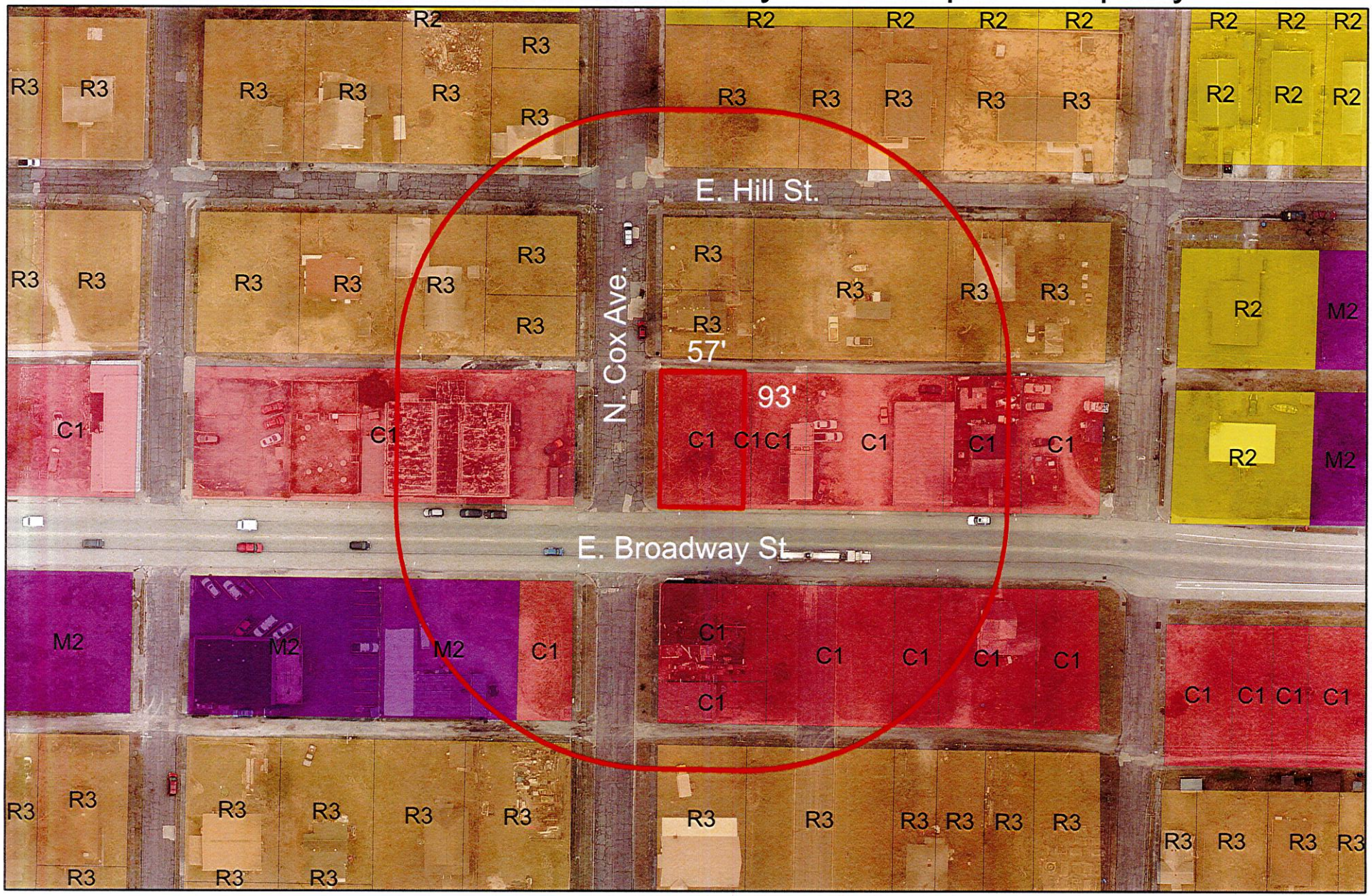
The City is requesting that property at the 807 E. Broadway St. be declared surplus. This property was found to be a buildable lot under current zoning regulations. The City acquired this lot from the Land Clearance for Redevelopment Authority of the City of Joplin 1976.

Staff recommends approval of Case 044-21.

ATTACHMENTS

- Map

Case 044-21 - 807 E. Broadway St. - Surplus Property



Case 044-21: 807 E. Broadway St. – A request to declare property surplus – City of Joplin

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
Case 044-21 – Surplus Property -807 E. Broadway St.

MEETING DATE:
September 7, 2021

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

SUMMARY REQUEST:
Case 044-21: 807 E. Broadway St. – A request to declare property surplus – City of Joplin

BACKGROUND:
This property was found to be a buildable lot under current zoning regulations. The city acquired this lot from the Land Clearance for Redevelopment Authority of the City of Joplin 1976.

PLANNING & ZONING COMMISSION TESTIMONY:
Keegan Stanton, 602 S. Main Street, Joplin, MO. This property is zoned C-1 (Neighborhood Commercial District). This is the only property zoned Commercial today. This zoning can have multi-uses but given its location we anticipate commercial development.

PUBLIC COMMENT:

None.

RECOMMENDATIONS:
Staff recommends approval for Case 044-21.
Planning & Zoning Commission recommends approval for Case 044-21 (5 Favor, 0 Nays, 2 Absent)

ATTACHMENTS
Staff Planning Report, P&Z Commission Minutes

Case 045-21: 1710 S. Pearl Ave. – A request to declare property surplus – City of Joplin

Mr. Stanton stated this property is zoned R-1 (Single-family Residential). It is a 50' x 120' lot, given the neighborhood we would anticipate residential development on that lot. This property was also deeded to us from the Jasper County Trustee.

Ms. Bruckner-Sears asked if any of the Commissioners had any questions. They did not. Ms. Bruckner-Sears asked if there was anyone in the audience to speak in favor of this request? There was not. Ms. Bruckner-Sears asked if there was anyone opposed to this request? There was not.

MS. PHILLIPS MOVED, SECONDED BY MR. EASTMAN THAT CASE 045-21 BE FORWARDED TO THE CITY COUNCIL WITH THE RECOMMENDATION FOR APPROVAL. MOTION CARRIED, WITH MS. BRUCKNER-SEARS, MR. EASTMAN, MS. STEELE, MR. MCCULLOUGH, AND MS. PHILLIPS VOTING "AYE", (5 IN FAVOR, 2 ABSENT)

Z&P Meeting: August 9, 2021
City Council Meeting: September 7, 2021

STAFF PLANNING REPORT
Declaration of Surplus Property

CASE 045-21 A request to declare surplus property.

LOCATION 1710 S. Pearl Ave.

APPLICANT City of Joplin

EXISTING CONDITIONS

Zoning	Land Use	Property Size
R-1	Vacant	Approx. 0.15 Acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	R-1	R-1	R-1	R-1
Land Use	Single-family Residential	Single-family Residential	Single-family Residential	Single-family Residential

FUTURE LAND USE

Joplin's Future Land Use Map describes this property as future low-density residential.

TRANSPORTATION

Streets with access	Classification	Right-of-way width
S. Pearl Ave.	Local	60'

UTILITIES

Utilities are existing.

FLOOD PLAIN

This property is not in the flood plain.

STAFF ANALYSIS

WILL THE PUBLIC SUFFER A LOSS OR INCONVENIENCE BY THE VACATION OF RIGHTS TO THE PROPERTY?

No. City staff has determined that the City has no future use for the property.

REASON FOR DECLARATION

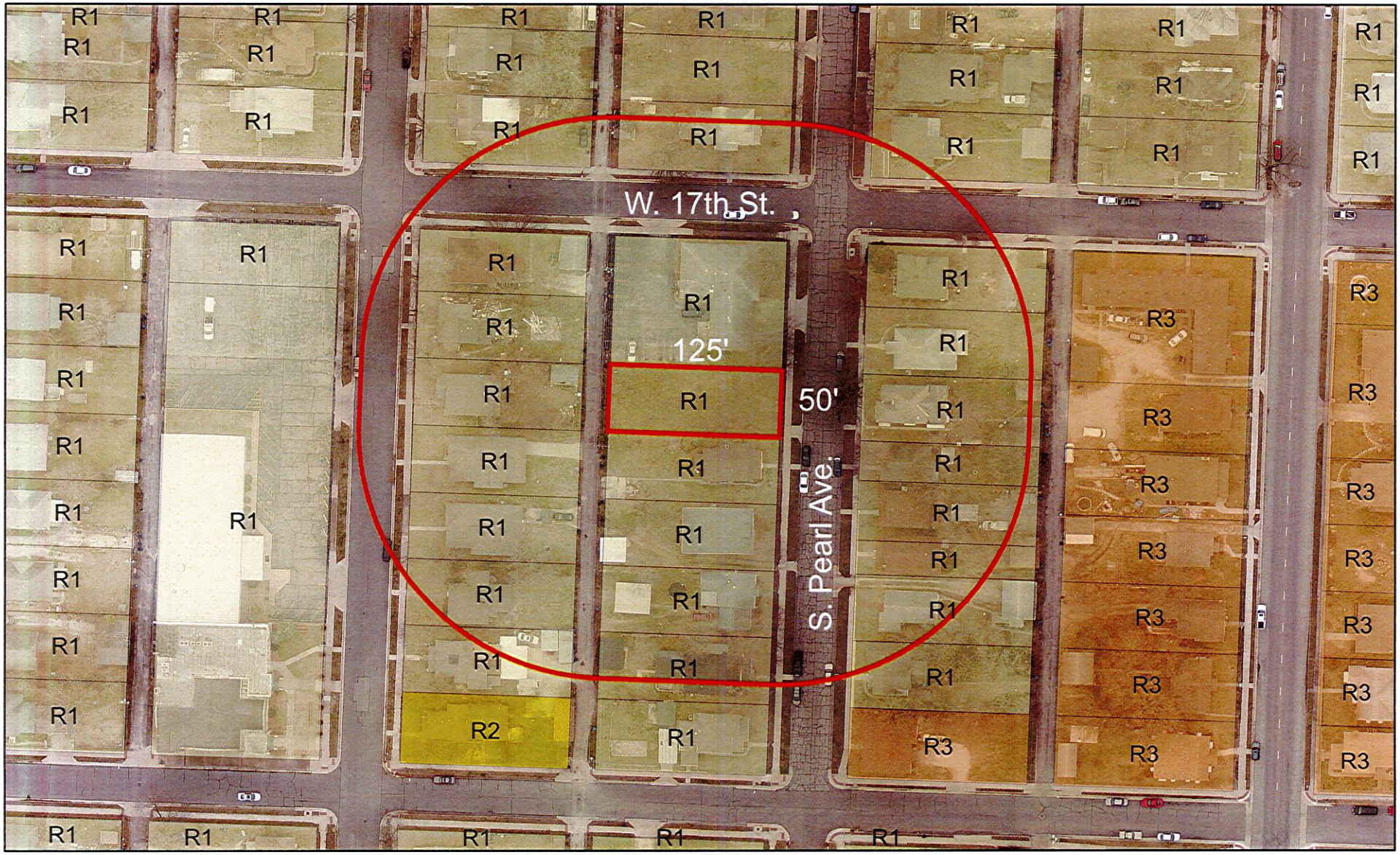
The City is requesting that property at the 807 E. Broadway St. be declared surplus. This property was found to be a buildable lot under current zoning regulations. The City acquired this lot from the Jasper County Trustee.

Staff recommends approval of Case 045-21.

ATTACHMENTS

- Map

Case 045-21 - 1710 S. Pearl Ave. - Surplus Property



Case 045-21: 1710 S. Pearl Ave. – A request to declare property surplus – City of Joplin

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
Case 045-21 – Surplus Property - 1710 S. Pearl Ave.

MEETING DATE:
September 7, 2021

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

SUMMARY REQUEST:
Case 045-21: . 1710 S. Pearl Ave – A request to declare property surplus – City of Joplin

BACKGROUND:
This property was found to be a buildable lot under current zoning regulations. The city acquired this lot from the Jasper County Trustee. Utilities are existing. This property is not in the flood plain.

PLANNING & ZONING COMMISSION TESTIMONY:
Keegan Stanton, 602 S. Main Street, Joplin, MO. This property is zoned R-1 (Single-family Residential). It is a 50' x 120' lot, given the neighborhood we would anticipate residential development on that lot. This property was also deeded to us from the Jasper County Trustee.

PUBLIC COMMENT;

None.

RECOMMENDATIONS:
Staff recommends approval for Case 045-21.
Planning & Zoning Commission recommends approval for Case 045-21 (5 Favor, 0 Nays, 2 Absent)

ATTACHMENTS
Staff Planning Report, P&Z Commission Minutes

JOPLIN CITY COUNCIL
AUGUST 16, 2021
MEETING MINUTES

CALL TO ORDER

The August 16, 2021 regular meeting of the Joplin City Council was called to order at 6:00 p.m. by Mayor Ryan Stanley.

INVOCATION was read by City Clerk Barbara Gollhofer.

PLEDGE OF ALLEGIANCE TO THE UNITED STATES OF AMERICA was led by Ms. Williams.

ROLL CALL

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

PRESENTATIONS

FINALIZATION OF CONSENT AGENDA

Motion by Mr. Cortez, second by Mr. Lawson to move Council Bill No. 2021-008 to Second and Third Readings. Voting in favor were Council Members Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and Williams, 9. Nays: 0.

Mayor Stanley also moved Council Bill 2021-007 to Second and Third Reading due to a citizen request to address that item.

There being no further business to come the Council, the Consent Agenda was finalized as amended.

REPORTS AND COMMUNICATION

Report of the official results of the August 3, 2021 Special Election

The City Clerk's office has received the official results of the August 3, 2021 Special Election as verified by the Jasper and Newton County Clerks and on file in the Office of the City Clerk. For the City of Joplin's Proposition "Renewal" to extend a sales tax of one-quarter of one percent for a period of 10 years for the purpose of providing funding for stormwater control and local parks for the city, it is found and declared that the results are as follows: Yes: 1948 No: 503
The measure needed a simple majority for passage. Proposition Renewal was approved by majority votes received and will commence on April 1, 2022. Motion by Mr. Cortez, second by Mr. Monteleone to accept the August 3, 2021 election results as submitted. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and Williams, 9. Nays: 0.

Health Dept. Update

Health Director Ryan Talken presented an update of Covid cases, hospitalizations, deaths, and vaccinations. There was a decrease in the number of Covid cases, deaths, and hospitalizations in

our area and statewide since the last council meeting. Joplin is ranked #53 statewide for the number of cases, which is an improvement from #35. There was a slight increase in the vaccine demand over the past couple of weeks. Public walk-in clinics are available. For more information on this, citizens can call the Health Dept. at 623-6122. Director Talken then reviewed the contact tracing procedures and isolation/quarantine procedures.

News from Public Information Officer, Lynn Onstot

Republic Services, Joplin's residential trash service provider, does pick up bulky items at curbside for no extra charge. This includes mattresses, furniture, microwaves among other things. Please remember to keep these items out of the street and place them next to your polycart on your usual day of trash service. Republic uses a second truck to pick up bulky items, so don't be alarmed if it's still there after the trash truck comes by your house.

The City's tree limb and brush drop-off site will be open this Friday, August 20 and Saturday, August 21 from 8:30 a.m. to 2 p.m. The drop-off site is located at 1702 North Schifferdecker Avenue, about ½ mile north of Belle Center Road on the west side of Schifferdecker. This program is open the third Friday and Saturday of the month through October 2021 to help residents with large limb disposal. It is free of charge for Joplin residents.

It's that time again – Back to School – for students of all ages. As kids go back to school it means there will be more cars on the roads along with school buses stopping along the roadways. It's never more important for drivers to slow down and pay attention than when kids are present – especially before and after school. Drivers, please use caution. Watch for children at school bus stops. Obey reduced speed limits in school zones. Prepare to stop for pedestrians in and near the crosswalks. If driving behind a bus, allow a greater following distance than if you were driving behind a car. This will allow more time to stop once the yellow lights start flashing. And please remember it is illegal to pass a school bus that is stopped to load or unload children. Be alert; children often are unpredictable. Please plan a little extra time and don't rush so you and everyone on the road can arrive to school, work and other destinations safely.

For more information, please visit our website at joplinmo.org.

CITIZEN REQUESTS AND PETITIONS

PUBLIC HEARINGS

Public Hearing Procedures were read by City Clerk Barbara Gollhofer

Public Hearing for the Property Tax Levy

Mayor Stanley opened the Public Hearing

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

The public hearing was closed and was read again under Emergency Ordinances.

Public Hearing for the Proposed FY2022 Budget

Mayor Stanley opened the Public Hearing

Finance Director Leslie Haase presented a summary of the FY2022 proposed budget. After her presentation, she stated the next steps for the budget proceedings are the city council work sessions

to cover the budget overview and issues and options, which are scheduled for September 27-28; and the final budget adoption is scheduled for the October 18, 2021 city council meeting.

The Public Hearing was closed.

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

Minutes of the August 2, 2021 City Council Meeting

COUNCIL BILL NO. 2021-146 - an ordinance approving a work authorization with Allgeier, Martin and Associates, Inc. in the not to exceed amount of Seventy Thousand and 00/100 Dollars ($70,000.00) for the Shoal Creek WWTF Drying Bed Covers Project; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin. **Ordinance No. 2021-105**

COUNCIL BILL NO. 2021-276 - an ordinance establishing grades and accepting the Final Plat of Lou and Odes Acres Subdivision located at the Southwest corner of the intersection of W. 26th St. and S. Winfield Ave. **Ordinance No. 2021-106**

RESOLUTIONS

ORDINANCES – EMERGENCY
COUNCIL BILL NO. 2021-353
Mr. Lawson introduced Council Bill No. 2021-353 - an ordinance approving the contract by and between the City of Joplin and Nelson's Enterprises for the demolition of the structure(s) and clearing of a lot located at 1529 S. Connor Ave. in the City of Joplin, Missouri, for Four Thousand Two Hundred dollars ($4,200); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause. Motion by Mr. Lawson, second by Mr. Copple that Council Bill No. 2021-353 be passed on an emergency basis. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and Williams, 9. Nays: 0. Council Bill 2021-353 was declared adopted and entitled **Ordinance No. 2021-107**

COUNCIL BILL NO. 2021-354
Mr. Copple introduced Council Bill No. 2021-354 - an ordinance approving the contract by and between the City of Joplin and Nelson's Enterprises for the demolition of the structure(s) and clearing of a lot located at 223 Galena Ave. in the City of Joplin, Missouri, for Four Thousand Eight Hundred Fifty dollars ($4,850.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause. Motion by Mr. Copple, second by Mr. Cortez, that Council Bill No. 2021-354 be passed on an emergency basis. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and Williams, 9. Nays: 0. Council Bill No. 2021-354 was declared adopted and entitled **Ordinance No. 2021-108**

COUNCIL BILL NO. 2021-519

Mr. Cortez introduced Council Bill No. 2021-519 - an ordinance levying taxes in the City of Joplin, Missouri for the year 2021 in the amount of Seventeen and Forty-Six Hundredths Cents ($0.1746) on One Hundred Dollars of valuation of all real property in said City, and levying taxes in the Joplin Public Library District for the year 2021 in the amount of Twenty-Four and Fifty-Three Hundredths Cents ($0.2453) on One Hundred Dollars of valuation of all real property in said District, and containing an emergency clause. Motion by Mr. Cortez, second by Mr. Lawson that Council Bill No. 2021-519 be passed on an emergency basis. Voting in favor were Council Members: Copple, Cortez. Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and Williams, 9. Nays: 0. Council Bill No. 2021-519 was declared adopted an entitled **Ordinance No. 2021-109**

ORDINANCES – FIRST READING

COUNCIL BILL NO. 2021-009

Mr. Stinnett introduced Council Bill No. 2021-009 - an ordinance re-adopting Chapter 2, Administration, of the Joplin City Code, Section 2-107, "Financial interest disclosure", requiring certain officials and employees of the City of Joplin to file Financial Interest Disclosure Statements as described herein. Motion by Mr. Stinnett, second by Mr. Monteleone that Council Bill No. 2021-009 be passed on First Reading and advance to Second and Third Reading. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and Williams, 9. Nays: 0. The bill was read as **Council Bill No. 2021-009**

COUNCIL BILL NO. 2021-148

Mr. Lawson introduced Council Bill No. 2021-148 - an ordinance authorizing the City of Joplin to enter into an agreement with Rosetta Construction, Inc., in the amount of Five Hundred Ninety-three Thousand, Seven Hundred Seventy-four and 25/100 Dollars ($593,774.25) for the East 7th Street Sewer Extension project; authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin. Motion by Mr. Lawson, second by Mr. Copple that Council Bill No. 2021-148 be passed on First Reading and advance to Second and Third Reading. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and Williams, 9. Nays: 0. The bill was read as **Council Bill No. 2021-148**

ORDINANCES – SECOND READING AND THIRD READING

COUNCIL BILL NO. 2021-007

Mr. Monteleone introduced Council Bill No. 2021-007 - an ordinance authorizing the City of Joplin, Missouri, a Missouri municipal corporation, to enter into an agreement with Integrated Roadways, LLC, a Missouri limited liability company, for the purpose of developing a smart infrastructure program; and authorizing the City Manager to execute said agreement by and on behalf of the City of Joplin.

Frank Thompson requested to address Council on this item. He stated he had concerns regarding the cost and viability of this project. City Manager Nick Edwards stated the council bill does not bind the City to any projects or expenditures; it formalizes a preliminary partnership with Integrated Roadways to investigate potential projects.

Motion by Mr. Monteleone, second by Mr. Cortez to pass Council Bill No. 2021 on Second and Third Reading. Voting in favor were Council Members: Cortez, Lawson, Monteleone, Reid

Adams, Shaw, Stanley, Stinnett, and Williams, 8. Nays: Copple: 1. Council Bill No. 2021-007 was declared adopted and entitled **Ordinance No. 2021-104**

COUNCIL BILL NO. 2021-008

Mr. Lawson introduced Council Bill No. 2021-008 - an ordinance authorizing the City of Joplin, Missouri, a Missouri municipal corporation, to enter into an agreement with Bird Rides, Inc., a Delaware corporation, for the purpose of implementing a shared active transportation operation; and authorizing the City Manager to execute said agreement by and on behalf of the City of Joplin. Motion by Mr. Lawson, second by Mr. Stinnett to **table** Council Bill No. **2021-008** to the September 7, 2021 meeting. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and Williams, 9. Nays: Council Bill No. 2021-008 was tabled.

UNFINISHED BUSINESS

NEW BUSINESS

Excess surplus property list

A preliminary list of surplus property for the September 18 annual City of Joplin auction was presented to the city council for their review. A final list will be presented at the September 7 meeting.

Closed Session

Vote to go into closed session, which shall pertain to the hiring, firing, disciplining, or promotion of an employee or particular employees of a governmental body involving personal information as set forth in Section 610.021(3) RS Mo, as amended, 2020. This meeting, record, and vote to be closed to the extent provided by law. The City Council shall adjourn at the end of the session. Motion by Mr. Cortez, second by Mr. Shaw to move into closed session. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and Williams, 9. Nays:0.

There being no further business, the meeting was adjourned at 7:17 p.m.

Respectfully,

Barbara Gollhofer, City Clerk, MPCC

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2021-009 – (Re-adoption of Code of Ethics Ordinance)

MEETING DATE
August 16, 2021

REVIEWED BY:
Peter Edwards, City Attorney; Leslie Haase, Finance Director; Barbara J. Gollhofer, City Clerk; Nick Edwards, City Manager.

SUMMARY:

This Council Bill re-adopts Chapter 2, Administration, of the Joplin City Code, Section 2-107, "Financial interest disclosure", which requires certain officials and employees of the City of Joplin to file Financial Interest Disclosure Statements.

BACKGROUND:

Each year by September 15th, it is necessary to re-adopt our Code of Ethics for the Council, and certain City employees in order to "opt out" of the provisions of Section 105.485.2.

A certified copy of this Council Bill will be forwarded to the Missouri Ethics Commission prior to September 15, 2021.

RECOMMENDATION:

Staff recommends this Council Bill be placed on First Reading.

ATTACHMENTS:
Council Bill 2021-009

PCE:ab

COUNCIL BILL NO. 2021-009 ORDINANCE NO.

AN ORDINANCE re-adopting Chapter 2, Administration, of the Joplin City Code, Section 2-107, "Financial interest disclosure", requiring certain officials and employees of the City of Joplin to file Financial Interest Disclosure Statements as described herein.

WHEREAS, Missouri Statute Section 105.483, RSMo. (2020), requires certain financial interest disclosures by certain officials and employees of the City of Joplin; and

WHEREAS, the City of Joplin has an Ethics Code for its Council, as codified in Section 2-50, "Code of ethics", and the Charter of the City of Joplin provides certain ethical mandates and prohibitions for officials and employees of the City of Joplin; and

WHEREAS, pursuant to the provisions of Section 105.485.4, RSMo. (2020), the Council desires to establish its own method of disclosing potential conflicts of interest and substantial interests of its officials and certain employees, thus excluding itself from the provisions of Section 105.485.2, RSMo (2019); and

WHEREAS, on the 17th day of August, 2020, the Council of the City of Joplin, Missouri, re-enacted and adopted Section 2-107, "Financial interest disclosure", requiring certain officials and employees of the City of Joplin to file Financial Interest Disclosure Statements as described therein; and,

WHEREAS, the Missouri Ethics Commission requires each affected municipality to re-adopt the Financial Interest Disclosure Ordinance by September 15, 2021.

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

Section 1. That Section 2-107, "Financial interest disclosure" be re-adopted so that it shall continue to read as follows:

"Section 2-107. Financial interest disclosure.

(a) Conflicts of interest.

(1) All elected and appointed officials as well as employees of the City of Joplin shall comply with Section 105.454 of the Missouri Revised Statutes on conflicts of interest as well as any other state law, or ordinance of the City of Joplin governing official conduct.

(2) Any member of the city council who has a "substantial or private interest" in any measure, bill, order or ordinance proposed or pending before the city council, must disclose that interest to the city clerk, and such disclosure shall be recorded in the appropriate journal of the city council. Substantial or private interest is defined as ownership by the individual, his spouse, or his dependent children, whether singularly or collectively, directly or indirectly of:

a. Ten percent (10%) or more of any business entity; or

b. An interest having a value of Ten Thousand Dollars ($10,000.00) or more; or

c. The receipt of a salary, gratuity, or other compensation or remuneration of Five Thousand Dollars ($5,000.00) or more, per year, from an individual, partnership, organization, or association within any calendar year.

(b) Disclosure reports.

(1) Each City Council Person, the City Manager, the City Purchasing Agent, or the Director of Finance, if no such Purchasing Agent is appointed, and the full-time City Attorney, shall disclose the following information by May 1, if any such transaction occurred during the previous calendar year:

a. For such person, and all persons within the first degree of consanguinity or affinity of such person, the date and the identities of the parties to each transaction with a total value in excess of Five Hundred Dollars ($500.00), if any, that such person had with the City of Joplin, other than compensation received as an employee or payment of any tax, fee, or penalty due to the City of Joplin, and other than transfers for no consideration to the City of Joplin;

b. The date and the identities of the parties to each transaction know to the person with a total value in excess of Five Hundred Dollars ($500.00), if any, that any business entity in which such person had a substantial interest, had with the City of Joplin, other than payment of any tax, fee or penalty due to the City of Joplin or transactions involving payment for providing utility service to the City of Joplin, and other than transfers for no consideration to the City of Joplin.

(2) The City Manager, and the City Purchasing Agent, or the Director of Finance if no such purchasing agent is appointed, and the full-time City Attorney, also shall disclose by May 1, for the previous calendar year, the following information:

a. The name and address of each of the employers of such person from whom income of One Thousand Dollars ($1,000.00) or more was received during the year covered by the statement;

b. The name and address of each sole proprietorship that he owned; the name, address and general nature of the business conducted of each general partnership and joint venture in which he was a partner or co-participant for each partnership or joint venture unless such names and addresses are filed by the partnership or joint venture with the Secretary of State; the name, address and general nature of the business conducted of any closely held corporation or limited partnership in which the person owned ten percent (10%) or more of any class of the outstanding stock or limited partnership units; and the name of any publicly traded corporation or limited partnership that is listed on a regulated stock exchange or automated quotation system in which the person owned two percent (2%) or more of any class of outstanding stock, limited partnership units or other equity interests;

c. The name and address of each corporation for which such person served in the capacity of a director, officer or receiver.

(c) Filing of reports.

(1) The financial interest statements shall be filed at the following times, but no person is required to file more than one financial interest statement in any calendar year:

a. Every person required to file a financial interest statement shall file the statement annually not later than May 1, and the statement shall cover the calendar year ending the immediately preceding December 31; provided that any member of the City Council may supplement the financial interest statement to report additional interests acquired after December 31 of the covered year until the date of filing of the financial interest statement;

b. Each person appointed to office shall file the statement within thirty (30) days of such appointment or employment.

(2) Financial disclosure reports giving the financial information required in subsection (b) shall be filed with the City Clerk's office and the Missouri Ethics Commission. The reports shall be available for public inspection and copying during normal business hours."

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2021, by a vote of _____.

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
CB 2021-148 - Approval of Agreement with Rosetta Construction, Inc. for the East 7th Street Sewer Extension project

MEETING DATE
August 16, 2021

ORIGINATING DEPT
Public Works/Engineering

ATTACHMENTS
CB 2021-148 Ordinance; Agreement; Bid Summary; Exhibit Map

REVIEWED BY
Director of Public Works – David Hertzberg, Director of Finance – Leslie Haase, City Attorney – Peter C. Edwards, City Manager – Nicholas Edwards

SUMMARY
This Council Bill approves an agreement with Rosetta Construction, Inc. in the amount of Five Hundred Ninety-three Thousand, Seven Hundred Seventy-four and 25/100 Dollars ($593,774.25) for the East 7th Street Sewer Extension project.

BACKGROUND
In 2006, the City completed construction on the Crossroads Parallel Sanitary Sewer project to serve the Crossroads Industrial Park and the community of Duenweg. At the time, an extension of the sanitary sewer main to the north of East 7th Street was anticipated. Then in 2010, the City hired Allgeier, Martin and Associates (AMA) to design this project. By October of 2010, AMA had prepared construction plans and assisted with procurement of several easements needed to extend the sanitary sewer to the north side of E. 7th Street. After the May 22, 2011 tornado, the City's engineering staff and the consultants were heavily occupied with numerous disaster recovery infrastructure projects, which delayed this project's completion. City staff recently reached out to property owners in the area and decided that now was the right time to build this sewer extension.

The project was advertised on July 10, 2021, and bids were opened on August 3, 2021, in accordance with the City of Joplin's procurement policies. Bids were received from 3 contractors; Rosetta Construction Inc. was confirmed to be the lowest bidder. The low bid was below the Engineer's estimate. Public Works intends to provide construction inspection and administration. Approval of this agreement will enable the City of Joplin to serve unsewered parcels immediately north and east of E. 7th Street and Kenser Road. This project is the first of two planned sewer extensions to serve an anticipated commercial corridor between Newman Rd. and E. 7th Street.

FUNDING SOURCE

FY 2020-2021 budget of the Wastewater fund

RECOMMENDATION

Staff recommends adoption of this Council Bill on first reading.

BID SUMMARY

PROJECT: EAST 7TH STREET SEWER EXTENSION
DATE OF BID OPENING: AUGUST 3, 2021 10:00 a.m.

CONTRACTOR	TOTAL BASE BID
D & E Plumbing & Heating, Inc.	652,266.00
Dirk's Dozing & Excavating, LLC.	1,145,912.00
Rosetta Construction, Inc.	593,774.25
ENGINEER'S ESTIMATE	713,600.00

AGREEMENT
BETWEEN
CITY OF JOPLIN AND

CITY		CONTRACTOR	
CITY OF JOPLIN 602 S. MAIN STREET JOPLIN, MO 64801		Name: Rosetta Construction, Inc. Address: P.O. Box 14024 Springfield, MO 65814	
Attention:		Attention: MR. VICTOR ROSETTA	
Department:		Phone: 417-886-2094	Fax: 417-881-5758
Phone:	Fax:		

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

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

EAST 7TH STREET SEWER EXTENSION

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 180 calendar days from the date Contractor is ordered to proceed, which order shall be issued by the Director of Public Works within 30 days after the date of this contract.

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

3. Insurance Requirements. Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the work is completed and accepted by the City of Joplin, insurance of such types and in such amounts as may be necessary to protect it and the interests of the

City of Joplin against all hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City of Joplin. Regardless of such approval, it shall be the responsibility of the contractor to maintain adequate insurance coverage at all times 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, 2021, 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 Two Million Nine Hundred Forty Thousand Eight Hundred Sixty-eight and no/100 Dollars ($2,940,868.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Forty-one Thousand One Hundred Thirty and no/100 Dollars ($441,130.00) 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 Two Million Nine Hundred Forty Thousand Eight Hundred Sixty-eight and no/100 Dollars ($2,940,868.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Forty-one Thousand One Hundred Thirty and no/100 Dollars ($441,130.00) 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 Two Million Nine Hundred Forty Thousand Eight Hundred Sixty-eight and no/100 Dollars ($2,940,868.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Forty-one Thousand One Hundred Thirty and no/100 Dollars ($441,130.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

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

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

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

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

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

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

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

4. Performance, Labor, and Materials Payment Bond: The Contractor shall furnish a Performance Bond and a Labor and Materials Payment Bond with surety approved by the City and on the forms approved by the City, each bond shall be in the amount of Five Hundred Ninety-Three Thousand Seven Hundred Seventy-Four & 25/100 DOLLARS ($593,774.25) (full amount of contract) conditioned upon the full and faithful performance of all major terms and conditions of this contract and payment of all labor and material suppliers. It is further mutually agreed between the parties hereto that if at any time after the execution of this agreement and the surety bond(s) hereto attached for its faithful performance and payment of labor and material suppliers, the City shall deem the surety or sureties upon such bond(s) to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the work, the Contractor shall, at its expense, within five (5) days after the receipt of notice from the City to do so, furnish an additional bond or bonds, in such form and amount, and with such surety or sureties as shall be satisfactory to the City. In such event no further payment to the Contractor shall be deemed to be due under this contract until such new or additional security for the faithful performance of the work and the payment of labor and material suppliers shall be furnished in a manner and form satisfactory to the City. The corporate surety on any performance or payment bond must be licensed by the State of Missouri and if the required bond exceeds $25,000.00 must be listed in United States Treasury Circular 570.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

13. Liability and Indemnity.

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

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

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

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

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

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

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

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

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

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

a. This Contract
b. All Change Orders
c. Bid Plans and Specifications
d. City of Joplin Standard Specifications (Latest Revised Edition)
e. Invitation to Bid
f. Instructions to Bidders

g. Bid
h. Contractors Statement of Qualifications
i. Anti-Collusion Statement
j. Agreement
k. Notice of Award
l. Notice to Proceed
m. Performance Bond
n. Payment Bond (Labor and Materials)
o. General Conditions of Contract
p. Supplemental General Conditions
q. 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. The Contractor agrees to perform all of the work described in the contract documents and to comply with the terms and conditions defined therein for a total sum of Five Hundred Ninety-Three Thousand Seven Hundred Seventy-Four & 25/100 DOLLARS ($593,774.25), said amount being subject to any approved addenda or change order.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

31. Safety Training. Pursuant to Missouri Revised Statute Section 292.675, Contractors and subcontractors who sign a contract to work on public works projects must provide a 10-hour OSHA construction safety program, or similar program approved by the Department of Labor and Industrial Relations, to be completed by their on-site employees within sixty (60) days of beginning work on

the construction project. Contractors and subcontractors in violation of this provision will forfeit to the public body $2,500 plus $100 a day for each employee who is employed without training. Public bodies and contractors may withhold/assess these penalties from the payment due to those contractors and subcontractors if found to be in non-compliance.

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

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

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

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

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

CERTIFICATE OF DIRECTOR OF FINANCE

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

_____

Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____

Peter Edwards, City Attorney

CONTRACTOR:

By: Rosetta Construction, Inc._____

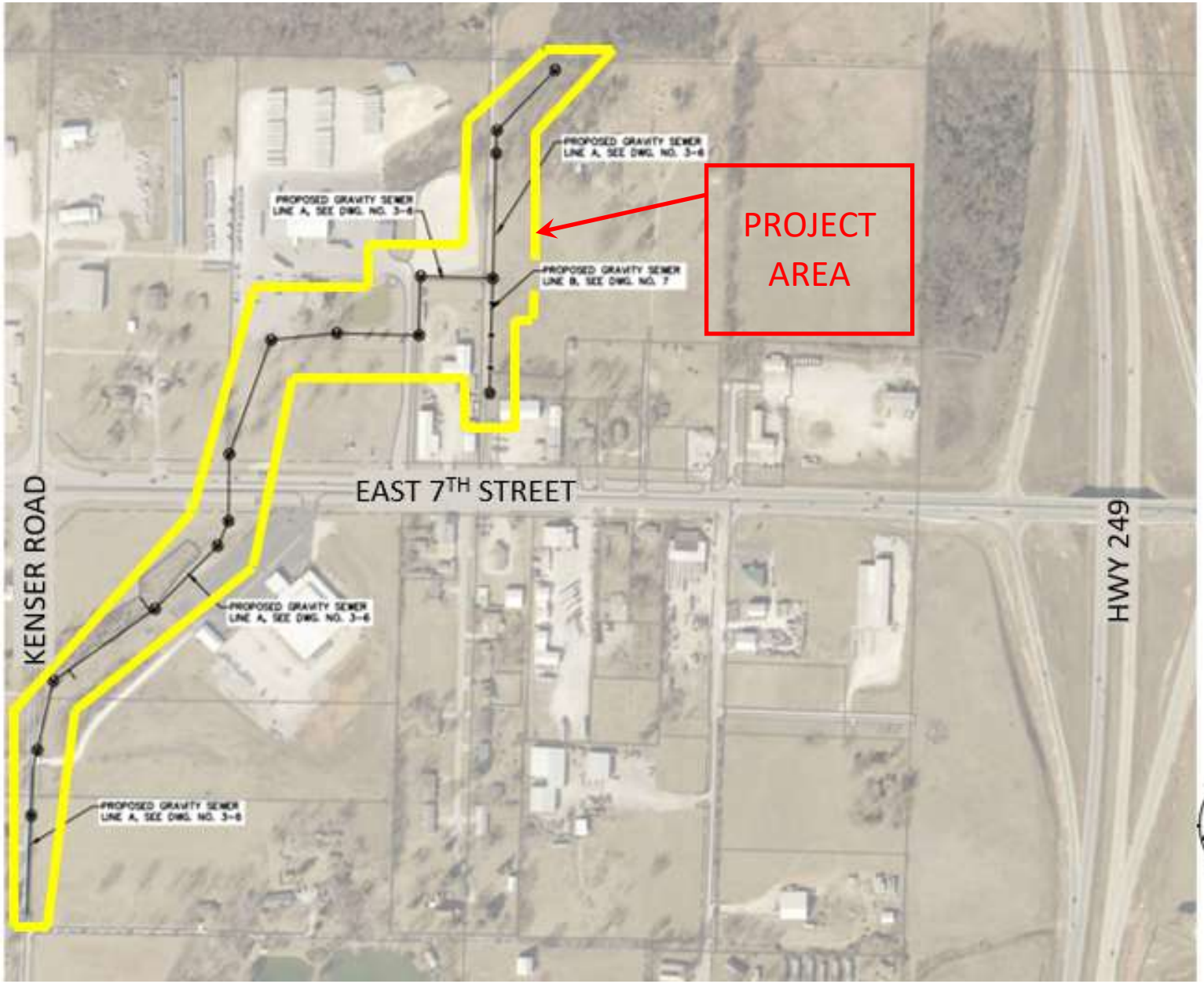
Printed Name: _____

Title: _____

CITY OF JOPLIN, MISSOURI

By: _____

David Hertzberg, Public Works Director



COUNCIL BILL EXHIBIT MAP

COUNCIL BILL NO. 2021-148 **ORDINANCE NO**

AN ORDINANCE authorizing the City of Joplin to enter into an agreement with Rosetta Construction, Inc., in the amount of Five Hundred Ninety-three Thousand, Seven Hundred Seventy-four and 25/100 Dollars ($593,774.25) for the East 7th Street Sewer Extension project; authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin.

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

Section 1. That the agreement by and between the City of Joplin and Rosetta Construction, Inc., for the East 7th Street Sewer Extension project, a true and accurate copy of said agreement being attached hereto and incorporated as "Exhibit "A," be and the same is hereby approved.

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

Section 3. That upon the final approval and acceptance of the contractor's work under said contract, in substantial conformance with the attached exhibits, in writing by the Director of Public Works and his certification to the effect to the Director of Finance, the contractor shall be paid the sum due there under from Sanitary Sewer Fund No. 415-4542-540-8625.

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

_____, 2021 by a _____ vote.

_____

ATTEST: Ryan D. Stanley, Mayor

_____

Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

COUNCIL BILL 2021-148

I hereby certify that a sufficient amount is available in the Wastewater Fund to pay the amounts called for on the basis of the bids received by the City Engineer.

_____

Leslie Haase, Director of Finance

RESOLUTION 2021-014

A RESOLUTION creating the city of Joplin commission for equity, diversity, and inclusion, establishing the scope of duties, term of service and the membership thereof.

Whereas, a diverse and inclusive community where all individuals are welcome and valued, regardless of (including, but not limited to) race, sex, sexual identification, or lack thereof, preference or orientation, familial status, veteran status, disability, religion, age, color, national origin or ancestry; and,

Whereas, the understanding brought by different perspectives and diversity of thought is critical to the future success of the City of Joplin and the community; and,

Whereas, in order to fully benefit from our differences, we must strive to create a culture of inclusion and openness throughout the City of Joplin so that all participants who have a desire may contribute their energy and ideas to our community; and,

Whereas, assessing the current state of equity, diversity and inclusion, both actual and perceptions thereof, throughout the City and the community will assist in creating such a culture; and,
Whereas, to improve upon that the state of equity, diversity and inclusion in the City, a planning framework should be developed that encourages achievable, measurable actions that are within the scope of the City's powers and authority; and,

Whereas, it is the desire of the Mayor and City Council of the City of Joplin to better understand the state of equity, diversity and inclusion within the city government organization and within the community and the Mayor and City Council are willing to take such steps as are reasonably necessary to create an atmosphere that is welcoming to the diversity that makes us stronger.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF JOPLIN AS FOLLOWS:

Section 1. That there is hereby created the City of Joplin Commission for equity, diversity and inclusion, hereinafter the "Commission".

Section 2. The purpose of the Commission shall be to lead a strategic planning process aimed at identifying plans to enhance equity, diversity, and inclusivity within the community. The Commission may use a selection process to hire a consultant to lead or assist in the strategic planning process to ensure that the process provides a robust opportunity for participation from everyone in the community.

Section 3. That the Commission shall continue to and until a date twenty-four (24) months after adoption of this Resolution and shall consist of fifteen (15) members to be appointed on a future date. A total of nine (9) of the fifteen members of the board shall be appointed by a nomination from each council member and with the consent of the mayor, and the remaining 6 (six) members shall be appointed by majority vote of the Council. Members must be residents of the City of Joplin. In the event that a member resigns or is otherwise unable to serve, the Mayor, with the advice and consent of the Council shall appoint a new member to serve for the remainder of the term of the Commission.

Section 4. The Commission shall engage community stakeholders including citizens, businesses, representatives of the education community, City Administration, and other entities working to improve equity, diversity and inclusion in the community.

Section 5. Not more than twelve (12) months after the first meeting of the Commission, it shall report a summary of activities to date. Within twenty-four (24) months after the first meeting of the Commission, it shall prepare and present the completed strategic plan to the City Council identifying the key issues found within the Community and shall provide a recommendation for a process to begin

implementing the strategic plan and action plan as described above, that may include an educational component for citizens, city staff, and elected officials.

Section 6. That following the presentation of the strategic plan, the Commission, through engagement with stakeholders, shall draft a vision statement and action plan for the City and the community for Council consideration. This vision statement shall include, at a minimum, the issues identified in the strategic plan along with a proposed action plan including best practices for encouraging equity, diversity and inclusion within the City and the community. The vision statement and action plan shall include:

1. A guiding statement that reflects the vision of equity, diversity and inclusion the City of Joplin will seek to uphold and promote.

2. Goals and objectives consistent with the vision statement and action plan that may be achieved within five (5) years.

3. Specific actions that may be taken to implement the vision statement.

4. Where appropriate, annual performance measures for actions including the mechanisms for measurement and tracking success.

5. Recommendations as to the necessary resources that may be committed by the City for the success of the vision statement and action plan. The vision statement and action plan shall be presented to the City Council not later than sixty days prior to the end of the Commission.

Section 7. Prior to the adoption of the proposed vision statement and action plan by the City Council, the City Manager shall provide a report to the Council outlining the staff and resources that are reasonably necessary to support the recommendations of the vision statement and action plan. The City Manager shall provide a fiscal impact statement so that the Council may consider the goals, steps and resources recommended to be committed by the City to the success of the vision statement and action plan.

Section 8. The Commission will follow public meeting rules set forth in the State of Missouri's Sunshine Laws. Commission meetings will be open to the public and shall receive public comment. A quorum of Commissioners shall be present at Commission meetings for any meeting to occur.

APPROVED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this ____ day of _____by a vote of_____.

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
CB 2021-155 - Approval of Agreement with Dirks Heavy Contractors, LLC. for the Glendale Parallel Interceptor Improvements, Upper Reach project

MEETING DATE
September 7, 2021

ORIGINATING DEPT
Public Works/Engineering

ATTACHMENTS
CB 2021-155 Ordinance; Agreement; Bid Summary; Exhibit Map

REVIEWED BY
Director of Public Works – David Hertzberg, Director of Finance – Leslie Haase, City Attorney – Peter C. Edwards, City Manager – Nicholas Edwards

SUMMARY
This Council Bill approves an agreement with Dirks Heavy Contractors, LLC in the amount of Three Hundred Seventy-three Thousand, Six Hundred Sixty-five and 00/100 Dollars ($373,665.00) for the Glendale Parallel Interceptor Improvements, Upper Reach project.

BACKGROUND
On June 15, 2020, Council approved a work authorization with Olsson to design the replacement improvements for the lower end of the Glendale Parallel sanitary sewer system. Then on November 16, 2020, Council approved an amendment to Olsson's work authorization to prepare bid documents for the upper portion, ahead of the Connecticut Ave. street widening project. The work involves consolidating the parallel pipes under Connecticut and 34th Street into a single 8-inch diameter sewer main, thereby reducing future maintenance costs and inflow and infiltration sources. See the Exhibit Map for the project's scope. The project was advertised on July 24, 2021, and bids were opened on August 19, 2021, in accordance with the City of Joplin's procurement policies. Bids were received from 3 contractors; Dirks Heavy Contractors, LLC was confirmed to be the lowest bidder. The consultant recommends award of contract to Dirks Heavy Contractors, having reviewed their experience and been sufficiently assured of their capability to perform the work. The low bid was below the Engineer's estimate. Public Works intends to provide construction inspection and administration. In order to perform the work in the southbound lane of Connecticut, the contractor will have to close the road to accommodate construction equipment. City staff have limited the allowable time for total street closure of Connecticut Ave. to three (3) days. Message boards will be set up in advance of this impact to the traveling public; detours will be in place.

FUNDING SOURCE
FY 2020-2021 budget of the Wastewater fund

RECOMMENDATION

Staff recommends adoption of this Council Bill on an Emergency basis; being an ordinance relating to a public improvement is an emergency within the meaning of Section 2.12(6) of the HOME RULE CHARTER of the City of Joplin, Missouri and the Council hereby declares that this ordinance shall be in full force and effect from and after its passage. Specifically, adoption of this Council Bill on an emergency basis allows the contractor to begin the lengthy procedure of materials procurement as quickly as possible.

BID SUMMARY

PROJECT: Glendale Parallel Interceptor Improvements - Upper Reach

DATE OF BID OPENING: August 19, 2021 @ 2:00 pm

CONTRACTOR	BID AMOUNT
Dirks Heavy Contractors, LLC	$ 373,665.00
R.L. Persons Construction, Inc.	$ 430,328.00
Goins Enterprises	$ 660,805.00
Engineer's Estimate	$ 451,450.00

COUNCIL BILL NO. 2021-155 ORDINANCE NO

AN ORDINANCE authorizing the City of Joplin to enter into an agreement with Dirks Heavy Contractors, LLC in the amount of Three Hundred Seventy-three Thousand, Six Hundred Sixty-five and 00/100 Dollars ($373,665.00) for the Glendale Parallel Interceptor Improvements, Upper Reach project; authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

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

Section 1. That the agreement by and between the City of Joplin and Dirks Heavy Contractors, LLC for the Glendale Parallel Interceptor Improvements, Upper Reach project, a true and accurate copy of said agreement being attached hereto and incorporated as Exhibit "A," be and the same is hereby approved.

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

Section 3. That upon the final approval and acceptance of the contractor's work under said contract, in substantial conformance with the attached exhibits, in writing by the Director of Public Works and his certification to the effect to the Director of Finance, the contractor shall be paid the sum due there from Sanitary Sewer Fund No. 415-4542-540-8680.

Section 4. That the City hereby declares that this Ordinance dealing with a public improvement, is an emergency within the meaning of Section 2.12 (6) of the Home Rule Charter of the City of Joplin, Missouri, and as such, this Ordinance shall become effective immediately upon its passage. Specifically, adoption of this Council Bill on an emergency basis allows the contractor to begin the lengthy procedure of materials procurement as quickly as possible.

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

_____, 2021 by a _____ vote.

_____

ATTEST: Ryan D. Stanley, Mayor

_____

Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

COUNCIL BILL 2021-155

I hereby certify that a sufficient amount is available in the Wastewater Fund to pay the amounts called for on the basis of the bids received by the City Engineer.

_____

Leslie Haase, Director of Finance

AGREEMENT
BETWEEN
CITY OF JOPLIN AND

CITY		CONTRACTOR	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: Dirks Heavy Contractors, LLC Address: 3323 E. 32nd St., Joplin, MO 64804	
Attention:		Attention: Eric McPeak	
Department:		Phone:	Fax:
Phone:	Fax:		

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

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

Glendale Parallel Interceptor Improvements
Upper Reach
Newton County, Missouri

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 time frames stated in the Proposal. Notice to Proceed shall be issued by the Director of Public Works within 30 days after the date of this contract.

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

3. Insurance Requirements. Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the work is completed and accepted by the City of Joplin, insurance of such types and in such amounts as may be necessary to protect it and the interests of the

City of Joplin against all hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City of Joplin. Regardless of such approval, it shall be the responsibility of the contractor to maintain adequate insurance coverage at all times 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, 2021, 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 Two Million Nine Hundred Forty Thousand Eight Hundred Sixty-eight and no/100 Dollars ($2,940,868.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Forty-one Thousand One Hundred Thirty and no/100 Dollars ($441,130.00) 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 Two Million Nine Hundred Forty Thousand Eight Hundred Sixty-eight and no/100 Dollars ($2,940,868.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Forty-one Thousand One Hundred Thirty and no/100 Dollars ($441,130.00) 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 Two Million Nine Hundred Forty Thousand Eight Hundred Sixty-eight and no/100 Dollars ($2,940,868.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Forty-one Thousand One Hundred Thirty and no/100 Dollars ($441,130.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

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

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

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

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

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

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

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

4. Performance, Labor, and Materials Payment Bond: The Contractor shall furnish a Performance Bond and a Labor and Materials Payment Bond with surety approved by the City and on the forms approved by the City, each bond shall be in the amount of $_373,665.00_ (full amount of contract) conditioned upon the full and faithful performance of all major terms and conditions of this contract and payment of all labor and material suppliers. It is further mutually agreed between the parties hereto that if at any time after the execution of this agreement and the surety bond(s) hereto attached for its faithful performance and payment of labor and material suppliers, the City shall deem the surety or sureties upon such bond(s) to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the work, the Contractor shall, at its expense, within five (5) days after the receipt of notice from the City to do so, furnish an additional bond or bonds, in such form and amount, and with such surety or sureties as shall be satisfactory to the City. In such event no further payment to the Contractor shall be deemed to be due under this contract until such new or additional security for the faithful performance of the work and the payment of labor and material suppliers shall be furnished in a manner and form satisfactory to the City. The corporate surety on any performance or payment bond must be licensed by the State of Missouri and if the required bond exceeds $25,000.00 must be listed in United States Treasury Circular 570.

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

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

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

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

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

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

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

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

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

8. Liquidated Damages. Time of completion of work by the Contractor is of the essence. Should Contractor, or in the case of default, the surety, fail to complete the work within the time specified in the contract, or within such extra time as may be allowed in accordance with City of Joplin Standard Specifications, Division 0000, General Requirements and Provisions, Section 0400.19, (http://mo-joplin.civicplus.com/DocumentCenter/View/3460) Contractor (or surety) shall be liable to the City in the amount of $700 per day for each and every calendar day that the contract remains uncompleted after the time allowed for completion and $2,000 per day for each calendar day that the improvements within Connecticut Ave. remain uncompleted after the time allowed, as liquidated damages, and not as a penalty, it being stipulated that actual damages to the City and the public arising from Contractor's failure to timely complete the work would be difficult, if not impossible, to ascertain. The amount assessed as liquidated damages may be withheld from any moneys otherwise due to Contractor from the City.

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

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

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

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

13. Liability and Indemnity.

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

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

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

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

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

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

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

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

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

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

a. This Contract
b. All Change Orders
c. Bid Plans and Specifications
d. City of Joplin Standard Specifications (Latest Revised Edition)
e. Special Conditions & Provisions
f. Proposal
g. Statement of Bidder's Qualifications
h. Acknowledgment
i. Performance Bond

h. Payment and Material Bond
k. Instructions to Bidders
l. Non-collusion Affidavit
m. Notice to Proceed

Notice to Contractors: This contract, together with the other documents enumerated in this paragraph, forms the contract between the parties. These documents are as fully a part of the contract as if attached hereto or repeated herein. The Contractor agrees to perform all of the work described in the contract documents and to comply with the terms and conditions defined therein for a total sum of Three Hundred Seventy-Three Thousand Six Hundred Sixty-Five 00/100 ($373,665.00) dollars, said amount being subject to any approved addenda or change order.

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

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

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

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

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

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

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

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

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

22. Notices. All notices required or permitted hereinunder and required to be in writing may be given by FAX or by first class

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CERTIFICATE OF DIRECTOR OF FINANCE

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

_____

Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____

Peter Edwards, City Attorney

CONTRACTOR:

By: _____

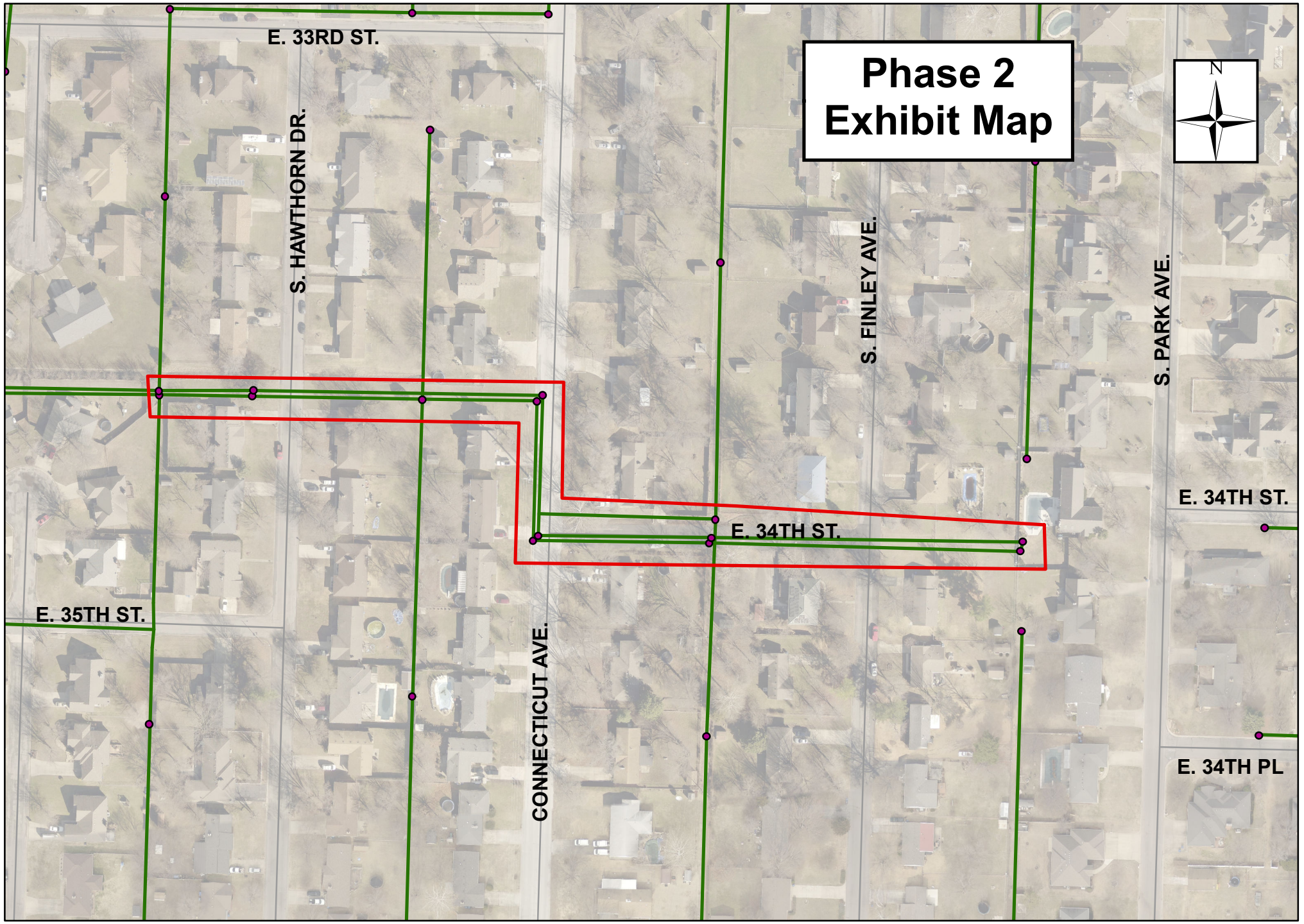
Printed Name: _____

Title: _____

CITY OF JOPLIN, MISSOURI

By: _____

David Hertzberg, Public Works Director


Phase 2
Exhibit Map
N
E. 33RD ST.
S. HAWTHORN DR.
S. FINLEY AVE.
S. PARK AVE.
E. 34TH ST.
E. 34TH ST.
E. 35TH ST.
CONNECTICUT AVE.
E. 34TH PL

CITY OF JOPLIN COUNCIL
AGENDA ITEM

ITEM
Council Bill 2021-156 – Approval of a Lease agreement with RLS Rental Company Inc., dba Mizzou Aviation, a Missouri Limited Liability Company in good standing and duly authorized to conduct business in the State of Missouri for space in the GA Terminal Building at the Joplin Regional Airport.

MEETING DATE
September 7, 2021

ORIGINATING DEPT
Public Works/Airport

ATTACHMENTS
CB2021-156 Ordinance; Lease Agreement; GA Building Layout

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

SUMMARY
This Council Bill will authorize a Lease Agreement by and between the City of Joplin and RLS Rental Company Inc., dba Mizzou Aviation, a Missouri Limited Liability Company in good standing and duly authorized to conduct business in the State of Missouri. The agreement herein contained, leases the premises described as the 3,775 square feet of space referenced as Aviation Ramp Side Area and 2,000 square feet of space referenced as South General Use Area in the General Aviation Terminal Building with a total of 5,775 square feet.

BACKGROUND
The Joplin Regional Airport issued a Request for Qualification (RFQ) on May 19, 2021, seeking qualified tenants wishing to occupy the space in the General Aviation (GA) Terminal Facility. The best qualified applicant would have the right to negotiate a lease agreement with the Airport for the use of space within the facility.

The Airport evaluated two (2) submitted qualifications in accordance with the Selection Process outlined in the RFQ. The three-member team used a point system to quantify each category. Based on the evaluation of the committee and endorsement of the Airport Board the Joplin Regional Airport accepted the qualifications of Mizzou Aviation as the best qualified to occupy the space. The Airport then proceeded with the development of lease contract documents for the FBO facility.

RECOMMENDATION
Staff recommends adoption of this Council Bill on an emergency basis, being an Ordinance dealing with a general appropriation, within the meaning of Section 2.12(4) of the Home Rule Charter of the City of Joplin, Missouri, and, as such, this Ordinance shall become effective immediately upon its passage.

COUNCIL BILL NO. 2021-156 **ORDINANCE NO.**

AN ORDINANCE authorizing an agreement by and between the City of Joplin and RLS Rental Company Inc., dba Mizzou Aviation for space in the General Aviation Terminal Building at the Joplin Regional Airport, authorizing the City Manager or his Designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

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

Section 1. That an agreement by and between the City of Joplin and RLS Rental Company Inc., dba Mizzou Aviation, a true and accurate copy of said agreement being attached hereto and incorporated as Exhibit A be and the same is hereby approved.

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

Section 3. That the City of Joplin declares that this ordinance, being an ordinance dealing with a general appropriation, is considered an emergency within the meaning of Section 2.12(4) of the Home Rule Charter of the City of Joplin, Missouri, and, as such, this ordinance shall become effective immediately upon its passage.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2021, by a _____ vote.

_____
Ryan Stanley, Mayor

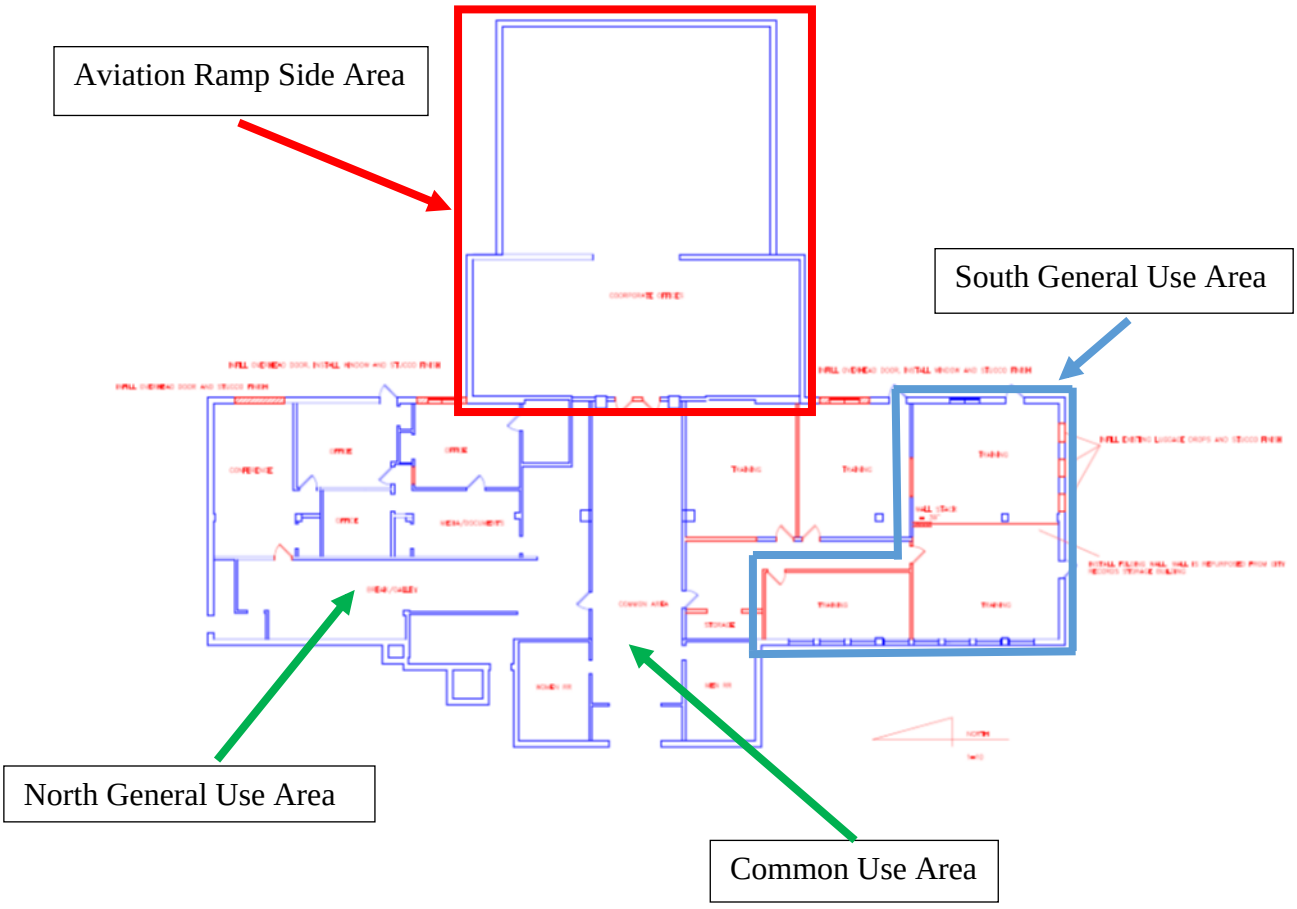
ATTEST:

_____
Barbara J. Gollhoffer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

Building Floor Plan and Area Layout



GA TERMINAL SPACE LEASE AGREEMENT

THIS INDENTURE OF LEASE, made and entered into this day by and between the CITY OF JOPLIN, MISSOURI, a Municipal Corporation, (hereinafter called "LESSOR") and RLS Rental Company DBA Mizzou Aviation, located at 5497 Dennis Weaver Drive, Joplin, MO 64801 (hereinafter called "LESSEE"),

WITNESSETH:

That in consideration of the mutual promises and agreements herein contained, Lessor does by these presents, RENT, LEASE and LET unto Lessee, and Lessee hereby leases the premises described on the attached Exhibit "A", specifically the 3,775 square feet of space referenced as Aviation Ramp Side Area and 2,000 square feet of space referenced as South General Use Area in the General Aviation Terminal Building with a total of 5,775 square feet, attached hereto and incorporated herein by reference, hereinafter referred to as the "demised premises" upon the following terms and conditions:

1. Term. The term of this lease shall be for five (5) years, beginning the _____ day of _____ 2021.
2. Option to Extend. Lessee shall have the option to renew this Lease upon the same terms and conditions for three (3) consecutive five (5) year terms following initial term with the exception that the rent shall increase two percent (2%) per month through the additional terms as shown in the Base Rental Fee Schedule. Lessee shall be required to give Lessor, in writing, not less than thirty (30) days' notice prior to the expiration of the initial term of intent to exercise each option for a renewal term.
3. Rent. As compensation for its use of the demised premises, Lessee does covenant, promise, and agree to pay to Lessor during the term of this Lease:
    a. Base Rental Fee Schedule

Year	Contract Year	Rate/sq. ft./yr.	Monthly Payment
2021-2022	1st ½ of first year	$0.42	$2425.50
	2nd ½ of first year	$0.75	$4331.25
2022-2023	2	$0.75	$4331.25
2023-2024	3	$0.75	$4331.25
2024-2025	4	$.075	$4331.25
2025-2026	5	$0.75	$4331.25
2026-2027	6	$0.77	$4446.75
2027-2028	7	$0.77	$4446.75
2028-2029	8	$0.77	$4446.75
2029-2030	9	$0.77	$4446.75
2030-2031	10	$0.77	$4446.75
2031-2032	11	$0.79	$4562.25
2032-2033	12	$0.79	$4562.25
2033-2034	13	$0.79	$4562.25
2034-2035	14	$0.79	$4562.25
2035-2036	15	$0.79	$4562.25
2036-2037	16	$0.81	$4677.75

2037-2038	17	$0.81	$4677.75
2038-2039	18	$0.81	$4677.75
2039-2040	19	$0.81	$4677.75
2040-2041	20	$0.81	$4677.75

b. In addition to the base rent, Lessee agrees to pay an additional percentage rate equal to 3% of total annual gross sales from the restaurant in excess of the breakpoint during each fiscal year. The breakpoint is referred to hereinabove shall be Two Hundred Eighty Thousand and 00/100 dollars ($280,000.00) to be calculated based on a twelve (12) month fiscal year to begin upon restaurant opening. Lessee shall remit a true and accurate report to detailing the restaurant monthly gross sales beginning with the first day of restaurant opening and ending twelve (12) months following restaurant opening; to accompany the percentage payment.

c. The base rate rent is payable on or before the first day of each month and shall be prorated for the first month if the lease begins before the first of the month. Percentage rate is payable on or before 60 days following the end of each restaurant fiscal year.

4. Use. The demised premises named Aviation Ramp Side Area and South General Use Area of the General Aviation Terminal Building at the Joplin Regional Airport as shown in exhibit 'A'.
5. Compliance. Lessee shall comply with all governmental laws, ordinances, and regulations applicable to the use of the demised premises and shall comply with all governmental orders and directives for the correction, prevention, and abatement of nuisances caused by Lessee in or upon or connected with the demised premises, all at Lessee's sole expense. Lessee agrees not to store any hazardous waste or materials that includes, but is not limited to, pathological waste, explosive waste, pesticides, pesticide containers, and toxic or radioactive materials, or as defined by the State of Missouri Department of Regulation or by any future legislative action or by federal, state, or local law.
6. Exoneration of Lessor. Lessor shall in no event be liable to Lessee for any damage to person, property, or effects, resulting from or on account of breakage, leakage, or destruction by water, gas, or soil pipes, or the roof, water pipes, water conduits, or other leakage or overflow in or about the leased premises, nor for any such damage, loss or injury to persons or property, suffered on, in or about the premises by reason of any present, future, latent or other defects, in the form, character or condition of said premises or any part thereof.
7. Lessee's Obligation to Maintain.
    a. Lessee shall at his expense throughout the term of this Lease Agreement, take good care of the leased premises and keep the leased premises in a good and safe condition. At the end or other termination of this Lease Agreement, Lessee shall deliver up the leased premises with all improvements located thereon, in good repair and condition, reasonable wear and tear or acts or omissions of Lessor excepted.
8. Mechanic's Lien. Lessee shall not do or suffer anything to be done whereby the demised premises, or any part thereof, may be encumbered by a mechanic's or similar lien, and if whenever and as often as any mechanic's or other similar lien is filed against the demised premises or any part thereof on account of any labor performed or materials or services furnished in connection with any work in or about the demised premises or the said building

done by, for or under the authority of Lessee or anyone claiming by, through or under Lessee, Lessee shall cause the same to be discharged of record within ten (10) days after the date of filing thereof.

9. Prohibited Use. Lessee shall not permit the demised premises to be sued for any illegal or immoral purpose or any purpose which would render the insurance thereon void.
10. Inspection. Lessor and its agents and representatives shall have the right to enter and inspect the demised premises at any time during normal business hours for the purposes of ascertaining the condition of the demised premises or in order to make such repairs as may be required to be made by the Lessor under the terms of this Lease. Lessor shall give no less than twenty-four (24) hours' notice of any inspection.
11. Utilities. Lessor shall pay for all utilities used on the demised premises, but shall not be responsible for phone, internet or cable service which shall be the responsibility of the Lessee, if any.
12. Assignment and Subletting. Lessee shall not assign or sublet the whole or any part of the demised premises, without the written consent of the Lessor, which said consent shall not be unreasonably withheld.
13. Renter's Insurance. During the term of this Lease and any extension thereof, Lessee at his option, shall procure and maintain a policy of renter's insurance for damage or destruction to personal property within the demised premises, and Lessee agrees that Lessor has no obligation to insure or reimburse for Lessee's damage or loss under any circumstance.
14. Damage to Premises. In the event of partial damage or destruction to the leased premises, Lessor will timely replace and repair the damage premises to a like or similar condition as the premises was prior to the damage, and if Lessee has to move its operations while repairs are made, Lessee will receive a rent abatement until the repairs are completed until such time Lessee can move back in and conduct its operations. In the event of a total loss to the premises, Lessor's obligation to replace the improvements shall be determined by the City and subject to the approval of the Joplin City Council, and during this time, Lessee shall receive a rent abatement. Lessor agrees to involve Lessee in the decisions regarding any such repair or replacement.
15. Indemnification. To the fullest extent permitted by law and excepting City's own negligence, Lessee shall save and hold City harmless from and against all suits or claims against City that may be based upon any injury or alleged injury to any person or property that may occur, or that may be alleged to have occurred, in the course of the performance of this Lease by Lessee, its employees and agents, whether such claims shall be claimed that the alleged injury was caused through any act or omission of Lessee, its employees and agents, and Lessee shall, at its own cost and expense, pay all charges of attorneys and all cost and other expenses arising therefrom, or incurred in connection therewith, and if any judgment shall be rendered against City in any such action or actions, Lessee shall, at its own cost and expense, satisfy and discharge the same. City shall give Lessee prompt notice of threat or institution of any such suit or claim.
16. Insurance. The Lessee shall provide liability insurance during the term of this Agreement, issued by an insurance company authorized to do business in the State of Missouri, covering the Lessee, its agents, employees and invitees, in the amount of Three Million Dollars ($3,000,000.00) for Combined Single Limit for Personal Injury or Property Damage. Such insurance shall be evidenced by filing with the City an Insurance Certificate, and providing that

such policy shall not be cancelled without thirty (30) days written notice to the City. The City shall be added as an additional insured on the policy.

17. Events of Default. The following events shall be deemed to be events of default of the Lessee under this Lease:
    a. Lessee shall fail to pay any installment of the rent hereby reserved and such failure shall continue for a period of ten (10) days from written notice thereof.
    b. Lessee shall fail to comply with any terms, provisions, or covenants of this Lease, other than the payment of rent, and shall not cure such failure within thirty (30) days after written notice thereof to Lessee.
    c. If the Lessee shall become insolvent or shall make a transfer in fraud of creditors or shall make an assignment for the benefit of creditors.
    d. If the Lessee shall file a petition under any section or chapter of the National Bankruptcy Act, as amended, or under any similar law or statute of the United States or any State thereof; or if the Lessee shall be adjudged bankrupt or insolvent in proceedings filed against Lessee hereunder.
    e. A receiver or trustee shall be appointed for all or substantially all of the assets of the Lessee.
    f. Lessee shall desert or vacate any substantial portion of the premises.

    Upon the occurrence of any such event of default, Lessor shall have the option to pursue any one or more of the following remedies without any notice or demand whatsoever:

    (a) Terminate this Lease, in which event, Lessee shall immediately surrender the premises to Lessor, and if Lessee shall fail so to do, Lessor may, without prejudice to any other remedy which it may have for possession or arrearages in rent, enter upon and take possession of the leased premises and expel or remove Lessee and any other person who may be occupying said premises or any part thereof, by force, if necessary, without being liable for prosecution or any claim or damage therefore; and Lessee agrees to pay Lessor, on demand, the amount of all loss and damage which Lessor may incur by reason of such termination, whether through inability to re-let the premises on satisfactory terms or otherwise.

    (b) Enter upon and take possession of the leased premises and expel or remove Lessee and any other person who may be occupying said premises or any part thereof, and do whatever Lessee is obligated to do under the terms of this Lease, and Lessee agrees to reimburse Lessor on demand for any expense which Lessor may incur and thus affecting compliance with the lessee's obligations under this Lease, and Lessee further agrees that Lessor shall not be liable for any damages resulting to the Lessee from such action, whether caused by negligence of Lessor or otherwise. Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies hereby provided or any other remedy provided by law, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any rent due to Lessor hereunder or of any damages accruing to Lessor by reason of the violation of any of the terms, provisions, and covenants herein contained.

18. Surrender of Premises. Upon the expiration of other termination of the term of this Lease Agreement, Lessee shall quit and surrender to Lessor the demised premises, together with all

buildings and improvements thereon, broom clean, in good order and condition, ordinary wear and damages by elements expected. Lessee shall remove all Lessee's personal property not affixed to the premises as directed by Lessor, and failing to do so, it is agreed Lessee shall have abandoned said property and same shall become property of the Lessor. All improvements made by Lessee during the term of the Lease shall become the property of Lessor upon termination of the Lease.

19. Binding Upon Successors. All rights herein shall inure to the benefit of the successors and assigns of Lessor and Lessee.
20. Attorney Fees. If any action at law or in equity shall be brought to recover any rent under this Lease, or for or on account if any breach of or to reinforce or interpret any of the covenants, terms or conditions of this Lease, or for the recovery of the possession of the demised premises, the City shall be entitled to recover from the other party its reasonable attorney fees, the amount of which shall be fixed by the Court and shall be made a part of any judgement or decree rendered.
21. Entire Agreement. This Lease embodies the entire agreement between the parties with respect to Lessor's leasing the premises to Lessee. There are no representations between the parties with conditions or agreements between the parties pertaining to leasing the premises which are not herein contained. The terms, provisions, covenants, and conditions contained in this Lease shall apply to, and inure to benefit of, and be binding upon the parties hereto and their respective heirs, successors in interest, and legal representatives, except as otherwise herein expressly provided.
22. Venue, Jurisdiction and Choice of Law. Lessor and Lessee agree that this lease shall be governed by Missouri law, and venue for any dispute shall lie exclusively in the Circuit Court of Jasper County, Missouri or United States District Court, Western District of Missouri.
23. Common Area. Lessee shall have use of the common area, as defined and outlined in orange on Exhibit A, for access to the demised premises and the use of the bathrooms in the common area. Lessor is responsible for maintenance of the common area and restrooms.
24. Reciprocal Covenant of Quiet Enjoyment. Lessee understands and agrees that other tenants will occupy other space in the Building and improvement at the premises. Tenant agrees to conduct its operations free from excessive noise or disturbance to the other tenants, and not to enter upon the other tenant's portion of the premises. All tenants shall share the parking area for the premises, and if they are unable to agree on parking arrangements for shared use, the Lessor will make such determinations.

IN WITNESS WHEREOF, the parties have hereunto set their hands to the Contract, that day and year first above written.

LESSOR Nicholas Edwards, City Manager

City of Joplin Missouri

Attest:

By_____

By_____

Barbara Gollhofer, City Clerk

Approved as to Form:

By_____

Peter Edwards, City Attorney

LESSEE

RLS Rental Company DBA Mizzou Aviation

By_____

Wayne Adolphsen, Owner

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. Steven Martinez, E.I. Stormwater Engineer		Attention: Charles Patterson, PhD, PE, CFM	
Department: Public Works		Phone: 573-341-9487	Fax: 417-680-7300
Phone: 417-624-0820, ex 581	Fax: 417-625-4738	Project: MS4 Program Review	

WORK AUTHORIZATION NUMBER AMA-OC21-013
TO AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES

City and Engineer agree to amend their Agreement for Professional Engineering Consulting Services to include a scope of work and fees for engineering services, by adding the following terms to their Agreement Dated January 21, 2021.

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

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

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

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

5. Payment.

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

b. Total compensation not to exceed. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Engineer under the terms of this work Authorization Number AMA-OC21-013 exceed the sum of Eighty Thousand and no/100 Dollars ($80,000.00).

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

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

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

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

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

As of January 1, 2021, 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 Two Million Nine Hundred Forty Thousand Eight Hundred Sixty-eight and no/100 Dollars ($2,940,868.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Forty-one Thousand One Hundred Thirty and no/100 Dollars ($441,130.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Engineer agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorneys fees of Engineer, its employees, officers or agents. Engineer agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Two Million Nine Hundred Forty Thousand Eight Hundred Sixty-eight and no/100 Dollars ($2,940,868.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Forty-one Thousand One Hundred Thirty and no/100 Dollars ($441,130.00) 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: Allgeier, Martin and Associates, Inc.

By: _____

Printed Name: Charles Patterson

Title: Vice President, Hydro Division Manager

Date: July 26, 2021

CITY OF JOPLIN, MISSOURI

By: _____
David Hertzberg, P.E.
Public Works Director

Date: _____

EXHIBIT A TO WORK AUTHORIZATION NUMBER AMA-OC21-013 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 Joplin MS4 Program Review)

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 current MS4 Program.

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 Regulated Small Municipal Separate Storm Sewer Systems (MS4)/Stormwater assistance.
1.1.3.2 Review of draft stormwater management plan including but not limited to the Minimum Control Measures, TMDL's, and monitoring, recording keeping and reporting documents.
1.1.3.3 Provided Comments, suggestions and draft forms and documents.

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 MS4 assistance (Identified in Section 1.1)	Engineering Services anticipated through a period ending October 31, 2023.

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 2021-2023"; with a total compensation ceiling of $80,000, as set forth in Work Authorization Number AMA–OC21-013 to the Agreement for Professional Engineering Consulting Services, Section 5.b. with the estimated maximum fees broken down for respective services in more detail as follows:

Task	Estimated Fee
Standard Project Engineering Services	
Design Phase Engineering Services (Paragraphs 1.1)	$80,000

4. SUMMARY OF ATTACHMENTS

Attachment Number 1 Rate Schedule

ATTACHMENT NUMBER ONE

ALLGEIER, MARTIN and ASSOCIATES, INC.

Consulting Engineers and Surveyors

RATE SCHEDULE
2021, 2022 and 2023

LABOR RATES

	Hourly Billing Rate		
Classification	01/01/2021 thru 12/31/2021	01/01/2022 thru 12/31/2022	01/01/2023 thru 12/31/2023
Principal/Engineer V	$232	$240	$248
Principal/Engineer IV	$210	$217	$225
Principal/Engineer III	$194	$200	$207
Project Manager/Engineer II	$172	$178	$184
Project Manager/Engineer I	$156	$162	$167
Technician III/GIS Specialist	$142	$147	$152
Technician III	$120	$124	$129
Technician II	$108	$111	$115
Technician I	$101	$105	$109
Two-Man GPS Survey Crew	$199	$206	$213
One-Man GPS Survey Crew	$156	$162	$167
Three-Man Survey Crew	$216	$224	$232
Two-Man Survey Crew	$172	$178	$184
Registered Land Surveyor II	$183	$190	$196
Registered Land Surveyor I	$161	$167	$173
Survey Crew Member	$82	$85	$88
Right of Way Specialist	$125	$130	$134
Project Representative III	$120	$124	$129
Project Representative II	$108	$111	$115
Project Representative I	$99	$103	$106
Secretary/Assistant	$82	$85	$88
Print Specialist	$82	$85	$88

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	$0.57 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

COUNCIL BILL NO. 2021-157 ORDINANCE NO

AN ORDINANCE approving a Work Authorization AMA-OC21-013 with Allgeier, Martin and Associates in the not to exceed amount of Eighty Thousand and 00/100 Dollars ($80,000.00) for professional engineering consulting services for the review, evaluation and update of the City's current MS4 program; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

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

Section 1. That the Work Authorization AMA-OC21-013 with AMA in the not to exceed amount of Eighty Thousand and 00/100 Dollars ($80,000.00) for professional engineering consulting services for the review, evaluation and update of the City's current MS4 program, a true and accurate copy of said work authorization being attached hereto and incorporated herein, be, and the same is hereby approved.

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

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

Section 4. That the City hereby declares that this ordinance dealing with a public improvement, is an emergency within the meaning of Section 2.12(6) of the HOME RULE CHARTER of the City of Joplin, Missouri, and as such, this Ordinance shall become effective immediately upon its passage. Specifically, approval of this council bill on an emergency basis will allow for completion of the review, evaluation and update of the City's current MS4 program by December 31st 2021 in order to ensure continued compliance with State and Federal regulations as outlined in the MDNR's comprehensive permit as well as to allow for ongoing MS4 assistance on an on-call basis for the City's upcoming permit cycle.

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

_____, 2021 by a _____ vote.

_____

ATTEST: Ryan D. Stanley, Mayor

_____

Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

Council Bill 2021-157

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

_____

Leslie Haase, Director of Finance

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2021-157 – approving a Work Authorization AMA-OC21-013 with Allgeier, Martin and Associates (AMA) for professional engineering consulting services for the review, evaluation and update of the City's current MS4 program.

MEETING DATE
September 7, 2021

ORIGINATING DEPARTMENT
Public Works - Engineering

ATTACHMENTS
Council Bill 2021-157, Work Authorization

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

SUMMARY
This Council Bill authorizes the City Manager or his designee to approve a work authorization with Allgeier, Martin and Associates in the not to exceed amount of Eighty Thousand and 00/100 Dollars ($80,000.00) for professional engineering consulting services for the review, evaluation and update of the City's current MS4 program.

BACKGROUND

The U.S Environmental Protection Agency's (EPA) National Pollutant Discharge Elimination System (NPDES) storm water permitting program labels municipal separate storm sewer systems (MS4s) as either "small", "medium" or "large" for the purposes of regulation. The City of Joplin, as a regulated small MS4 operator, is required to submit a permit application and obtain coverage under a NPDES storm water permit. Under the permit, the City is required to develop and implement a storm water management program that includes six minimum control measures (MCMs), evaluation /assessment and reporting efforts, and recordkeeping. Furthermore, the permit requires the City to submit best management practices to the Missouri Department of Natural Resources (MDNR) under the direction of the EPA, identify sources of pollution and contamination, and create and enforce programs and ordinances to eliminate or reduce pollutant discharges into stormwater conveyance systems.

With the 2021 MS4 Permit renewal application, the Missouri Department of Natural Resources will be mandating the transition of municipalities and other regulated entities to one of two new permit formats.

1. Comprehensive General Permit
2. Two-Step General Permit

In coordinating with MDNR through several workshops and correspondences and given the extensive work City staff have put into the development of its current SWMP with MDNR, the City has elected to renew its permit under the comprehensive general permit, consistent with the majority of the other traditional MS4s (cities and counties) in the state.

In general, the Two-Step general permit has been selected by non-traditional MS4s (such as universities, hospitals, complexes, prisons, and federal facilities).

Per State and Federal requirements, the City held a minimum 30-day comment period for the public to provide any input pertaining to the City's SWMP or the comprehensive general permit application. City staff uploaded the SWMP, as well as the permit application, to the City's website for public viewing and held a public meeting at City Hall on March 11th, 2021 to answer any questions its citizens may have prior to the April 3rd, 2021 permit application deadline.

With the new comprehensive general permit, the City will once again be required to update its SWMP to adhere to the updated requirements and regulations outlined in the comprehensive general permit. Unlike the past permit which contained previously vague language in its Minimum Control Measures (MCMs), the comprehensive general permit outlines clear, specific and measurable goals for the City's SWMP and MCMs.

Under the City's on-call consulting services for stormwater, Allgeier, Martin and Associates was selected as the most qualified consulting firm to provide the City assistance with its MS4 permit. This conclusion was based on AMA's previous experience in providing this service to the City in the past as well as their involvement in the development of and familiarity with pertinent City stormwater guidelines and directives (such as the stormwater management criteria manual and the 2nd iteration of the City's stormwater masterplan). Under this work authorization, AMA will review the City's stormwater management plan including, but not limited to, the minimum control measures, Total Maximum Daily Loads (TMDLs) and monitoring, record keeping, and reporting documents to provide comments and recommendations as well as draft forms and documents necessary for the City of Joplin to maintain compliance with the new comprehensive general permit.

FUNDING SOURCE

These payments are included in the FY 2020-21 budget of the Parks and Storm Water Sales Tax.

RECOMMENDATION

Staff recommends approval of this Council Bill No. 2021-157, Work Authorization AMA-OC21-013 with AMA in the not to exceed amount of Eighty Thousand and 00/100 Dollars ($80,000.00) on an emergency basis, in that said ordinance provides for public improvement and is considered to be an emergency per section 2.12(6) of the HOME RULE CHARTER of the City of Joplin, Missouri, and as such, this ordinance shall become effectively immediately upon its passage. Specifically, approval of this council bill on an emergency basis will allow for completion of the review, evaluation and update of the City's current MS4 program by December 31st 2021 in order to ensure continued compliance with State and Federal regulations as outlined in the MDNR's comprehensive permit as well as to allow for ongoing MS4 assistance on an on-call basis for the City's upcoming permit cycle.

CLOSING DATE:	20-Aug-2021	DEPT:	Planning & Community Development
STARTING TIME	10:00 AM		
CLOSING TIME:	10:20 AM	BID OPENED BY:	Kim Newhouse/Jeff Oliver
Demolition of all structures		LOCATION:	622/622-1/2 N. Byers Ave

COMPANY	BIDS
B & D Yardbuilders	$7,245.61
Big John's Heavy Equipment	$8,000.00
Clay Cole Trucking	NO BID
Gator Industrial	$6,855.00
Nelson's Enterprises	NO BID


COUNCIL BILL 2021-355
622 &622 ½ N BYERS AVE.







CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2021-355-Building Regulations

MEETING DATE:
September 7, 2021

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 REQUEST:
This council bill approves the contract by and between the City of Joplin and with Gator Demolition to remove the structures, and any remaining debris including foundation and footings at 622 & 6221/2 N. Byers Ave.

BACKGROUND:
The above listed address was "tagged" as a dangerous building on April 12, 2021. The structures were determined to be dangerous under sub sections of the Dangerous Building Code (Section 26-612, Joplin City Code). On August 6, 2021 an advertisement for bids was published in the Joplin Globe with bids being received on August 20, 2021 for the removal of structures and any remaining debris including footings and foundations. At that time bids were received as follows:

Gator Demolition	$6,855.00
B&D Yardbuilders	$7,245.61
Big Johns	$8,000.00

A Special Tax Bill will be issued after the demotion is completed. The Special Tax Bill acts as a lien against the property until 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 2020-21 budget of the Revolving Fund.

RECOMMENDATIONS:
City Staff recommends that the demolition removal contract be awarded to Gator Demolition for $6,855.00 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
CB 2021-355, Photograph of Property, Bid Tabulations

COUNCIL BILL NO. 2021-355 ORDINANCE NO.

AN ORDINANCE approving the contract by and between the City of Joplin and Gator Demolition for the demolition of the structure(s) and clearing of a lot located at 622 & 6221/2 N. Byers Ave. in the City of Joplin, Missouri, for Six Thousand Eight Hundred Fifty-five dollars ($6,855.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

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

Section 1. That the contract with Gator Demolition in the amount of Six Thousand Eight Hundred Fifty-five dollars ($6,855.00) is hereby approved for the demolition of the structure(s) and clearing of lot area located at 622 &6221/2 N. Byers Ave.

Section 2. The contractor will be paid in case for the portion of the work performed by him and this amount will be appropriated from the Revolving Public Improvement Fund and will be evidenced by a special tax bill made and levied against 622 & 6221/2 N. Byers Ave. and legally described as: ALL OF LOT NUMBERED TWO HUNDRED FOURTY-SIX (246) IN NORTH HEIGHTS ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEROF.

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

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of_____, 2021, by a vote of _____.

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2021-452 – approving a Program Services Contract between the Missouri Department of Health and Senior Services (DHSS) and the City of Joplin.

MEETING DATE
September 7, 2021

ORIGINATING DEPARTMENT
Health Department

ATTACHMENTS
CB2021-452 Ordinance and the DHSS Program Services Contract

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

SUMMARY
This Council Bill authorizes a Program Services Contract between the Missouri Department of Health and Senior Services (DHSS) and the City of Joplin providing funding to assist with local efforts surrounding case investigation, epidemiology, communications, contact tracing response and coordination and reporting activities related to COVID-19.

BACKGROUND
Disease case investigation and isolation of ill individuals, in concert with quarantine of exposed individuals is a standard method of communicable disease control used by public health professionals. COVID-19 has caused significant demands upon the health department to be able to meet the demands for investigation and isolation of positive COVID-19 cases, as well as the subsequent quarantine of contacts to cases. The health department has used both repurposed department staff and has employed the services of temporary staff specifically purposed for COVID-19 response. This grant provides funding to the City of Joplin to continue the activities associated with the ongoing efforts associated with the COVID-19 response.

The period for this agreement is March 16, 2020, through March 15, 2022, and the total anticipated reimbursement from this agreement is up to $78,805.00. No local match is required for participation in this contract.

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

RECOMMENDATION
Staff recommends approval of this Council Bill No. 2021-452, on an emergency basis due to the funding period of the grant and to prevent the delay of approval of the contract for invoicing purposes.

COUNCIL BILL NO. 2021-452 **ORDINANCE NO.**

AN ORDINANCE authorizing a Program Services Contract, by and between the State of Missouri, Department of Health and Senior Services, and the City of Joplin, Missouri, for the City of Joplin Health Department to receive compensation, for up to Seventy-Eight Thousand, Eight Hundred Five Dollars, no Cents, ($78,805.00); and, authorizing the City Manager to execute the same by and on behalf of the City of Joplin, Missouri; and, containing an emergency clause.

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

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

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

Section 3. That this Ordinance dealing with the immediate preservation of public health and safety is an emergency within the meaning of Section 2.12(1) of the Home Rule Charter of the City of Joplin, Missouri, and, as such, shall be in full force and effect immediately from and after its adoption and approval. Specifically, this ordinance provides for funding to assist with local efforts to provide case investigation and contact tracing activities related to COVID-19 response and immediate passage prevents delay of implementation of the contract.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this 7th day of September 2021, by a vote of

_____
Ryan D Stanley, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

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

Robert J. Knodell
Acting Director

Michael L. Parson
Governor

RECEIVED
AUG 06 2021

Dear Contractor:

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

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

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

Also, please forward the enclosed yellow page to your Chief Financial Officer. It explains the process for completing the Business Management Assessment (BMA) form and submitting your most recent audit report.

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

Enclosures

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

Robert J. Knodell
Acting Director

Michael L. Parson
Governor

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

The Missouri Department of Health and Senior Services (DHSS) requires subrecipient contractors/providers to annually complete the Business Management Assessment **(BMA)** form. **Keep in mind the form is completed only once per year for each nine digit federal taxpayer identification number (FEIN).** One submission will cover all contracts with DHSS issued under that specific FEIN.

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

- Go to https://health.mo.gov/atoz/bma/index.php
- **Microsoft Internet Explorer browser *cannot* be used.** You must use another browser such as Microsoft Edge, Chrome, Firefox, Opera, Safari, etc.
- Ensure that you have enough time to complete the form prior to starting. There is not a "Save" feature. Prolonged periods of inactivity will cause your form to expire and the information will not be submitted. **A confirmation number will appear if the form is successfully submitted. Be sure to document this number.**
- You may find helpful information to assist your completion of the BMA at http://health.mo.gov/information/contractorresources.

NOTE: Failure to complete the BMA will result in your organization being deemed a high-risk subrecipient and your organization will not receive further contracts from DHSS until the BMA process is complete. For questions concerning the BMA form, call 573.526.0387 for assistance.

04/21/2021

AN EQUAL OPPORTUNITY / AFFIRMATIVE ACTION EMPLOYER: Services provided on a nondiscriminatory basis.

MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES

PROGRAM SERVICES CONTRACT

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

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

Tracking #	**Contract Title:**
50189	CRISIS COOPERATIVE AGREEMENT

Contract Start:	**Contract End:**	**Questions/Please Contact:**
3/16/2020	3/15/2022	PROCUREMENT UNIT @ (573)751-6471

Contract #:	**Amend #:**
	00

PLEASE VERIFY/COMPLETE - TYPE OR PRINT - SIGNATURE REQUIRED

NAME OF ENTITY/INDIVIDUAL (Contractor)		
JOPLIN CITY HEALTH DEPARTMENT		
DOING BUSINESS AS (DBA) NAME		
MAILING ADDRESS		
321 EAST 4TH STREET		
CITY, STATE, and ZIP CODE		
JOPLIN	MO	64801
REMIT TO (PAYMENT) ADDRESS (if different from above)		
CITY, STATE, and ZIP CODE		

CONTACT PERSON	EMAIL ADDRESS
PHONE NUMBER	FAX NUMBER
TAXPAYER ID NUMBER (TIN)	DUNS NUMBER
*****0196	010649846
CONTRACTOR'S AUTHORIZED SIGNATURE	DATE
PRINTED NAME	TITLE
DEPARTMENT OF HEALTH AND SENIOR SERVICES DIRECTOR OF DIVISION OF ADMINISTRATION OR DESIGNEE SIGNATURE	DATE

Crisis Cooperative Agreement
Joplin City Health Department

1. GENERAL

1.1 The contract amount shall not exceed $78,805.00 for the period of March 16, 2020 through March 15, 2022.

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

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

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

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

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

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

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

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

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

Program Name: Crisis Cooperative Agreement
Program Contact: Genevieve Weseman
Address: P.O. Box 570, Jefferson City, MO 65102-0570
Phone: 573-526-9796
Email: Preparedness@health.mo.gov

2. PURPOSE

2.1 To demonstrate measurable and sustainable progress toward achieving public health and healthcare preparedness capabilities and promote prepared and resilient communities.

3. DEFINITIONS

3.1 Director of Local Public Health Agency: Referred to herein as "Administrator."

3.2 PREP: The Partner Readiness Evaluation Program is a one day functional exercise that includes the completion of the Homeland Security Exercise Evaluation Program (HSEEP) After Action Report (AAR).

3.3 WebSurv: The WebSurv application is a centralized and integrated database that allows the Department of Health and Senior Services and local public health agency staff the ability to enter and/or update case report information. It is a web-based application that supports the accurate identification and timely statewide reporting of diseases, conditions, and outbreaks to enable public health workers at the local public health agencies and state to intervene in the disease investigation process.

3.4 Web Emergency Operations Center (WebEOC): An internet-based collaboration tool that creates a common operating picture, enabling emergency managers to make sound decisions quickly. WebEOC enables users to manage multiple incidents and daily events, assign and track missions and tasks, provide situation reports, manage resources and prepare incident command system (ICS) and incident action plan (IAP) reports.

3.5 Health Care Coalitions (HCC): A collaborative network of healthcare organizations and their respective public and private sector response partners. The HCC provide integration, coordination and organization for the purpose of regional healthcare Emergency Support Function #8 activities including preparedness, response, recovery, and mitigation activities involving the member organizations. The HCC will provide a regional healthcare multiagency coordination function to share incident specific healthcare situational awareness to assist with resource coordination during response and recovery activities. Partnerships should formalize their involvement through actions such as regular attendance at partnership meetings, develop by-laws and establish memorandums of understanding (MOUs) and mutual aid agreements (MAA) to share assets, personnel and information.

3.6 Coronavirus (COVID-19): An illness caused by a virus that can spread from person to person. The virus that causes COVID-19 is a new coronavirus that has spread throughout the world. COVID-19 symptoms can range from mild (or no symptoms) to severe illness.

4. DELIVERABLES AND OUTCOMES

4.1 The Contractor shall complete the following Federal Emergency Management Agency (FEMA) Independent Study Program courses, https://training.fema.gov/is/crslist.aspx:

IS-100 – Introduction to Incident Command System (ICS),
IS-200 – Basic Incident Command System,
IS-700 – Introduction to the National Incident Management System (NIMS),
IS-800B – Introduction to the National Response Framework.
ICS 300 – Intermediate Incident Command System
ICS 400 – Advanced Incident Command System (Must be completed by command staff only)

4.1.1 The courses must be completed by March 15, 2022.

4.1.2 The Contractor shall keep on file an updated listing of staff and their completion dates for all ICS and NIMS courses.

4.2.1 The Contractor shall use these funds to assure adequate response to COVID-19 for local public health and healthcare preparedness related to surveillance, epidemiology, laboratory capacity, infection control, mitigation, communications, and other preparedness and response activities associated with COVID-19 response activities and otherwise allowable under this guidance. The contractor will submit mid-year progress report by September 30 and annual progress report by February 28.

4.3 The Administrator shall provide twenty-four hours, seven days per week coverage for response to public health emergencies, and infectious diseases for Contractor's jurisdiction. This coverage requires the individual or their designee in charge to respond. The Contractor shall notify and provide the Emergency Response Center (ERC) with cellular phone, pager, or answering service number(s) within twenty-four hours of any change. This information shall be provided to the ERC by email at DRMS@health.mo.gov. The Contractor shall maintain a current 24/7 roster with all contact information for the persons responsible to fill the ICS public health command role in their local jurisdiction and shall notify the ERC within one week of changes made in command staff and contact information.

4.4 Within one week of contract staff changes, the Contractor shall notify the Department's Office of Emergency Coordination (OEC) of new employees' name, job function/title and contact information. The Contractor shall send this information by email to: Preparedness@health.mo.gov.

4.5 The Administrator or their designated employee is encouraged to attend semi-annual LPHA Planning meetings and/or conference calls.

4.6 The Contractor shall use and enter appropriate case information into the Department's WebSurv application site at https://healthapps.dhss.mo.gov/Login/Login.aspx?ReturnUrl=%2fwebmohsis.

4.7 The Contractor shall abide by the reporting requirements set forth in 19 CSR 20-20.020 (9). All local health authorities shall forward to the Department reports of all diseases or findings listed in sections (1)–(4) of this rule. All reports shall be forwarded according to procedures established by the Department director as listed in sections (1)–(4). Reports will be forwarded immediately if a terrorist event is suspected or confirmed. The local health authority shall retain from the original report any information necessary to carry out the required duties in 19 CSR 20-20.040(2) and (3). 19 CSR 20-20.020 may be found at: http://s1.sos.mo.gov/cmsimages/adrules/csr/previous/19csr/19csr0806/19c20-20.pdf

4.8 The Contractor shall ensure that the person performing the epidemiology deliverables attends at least one epidemiology, or statistics, or communicable disease, or emergency response training/course during the contract year.

4.9 The Contractor shall designate a Health Alert Network (HAN) coordinator. This coordinator must have administration and distribution rights at the local level. When individuals request access to the HAN, the coordinator shall manage who will have security access to information distributed through the HAN based on public health roles, thus ensuring ongoing protection of critical data distributed through the HAN system.

4.10 The Contractor shall participate in necessary trainings as scheduled by the Department's Office of Emergency Coordination (OEC) regarding the use of the HAN system. https://www.mo-hns.org/

4.11 The Contractor shall ensure key local HAN contact information is transferred to the HAN system and is updated as changes occur.

4.12 The Contractor shall inform the state HAN Coordinator of any notifications initiated at the local level.

4.13 The Contractor shall collaborate with the Department on the prioritization and future implementation of the Centers for Disease Control and Prevention's (CDC's) Preparedness Capabilities and Performance Measures. The Contractor shall provide local input, participate in conference calls, and/or complete survey(s) as requested by the Department in order to assist with strategic planning,

4.14 By March 15, the Contractor shall complete the Tangible Personal Property Report and submit to OEC. This form needs to be completed for any one single item that has a value of $5,000 or more purchased within this contract period with Department preparedness funds. Items priced over $5,000 require prior approval before purchase can be made. If the Contractor has nothing to report, the Contractor shall indicate this on the form. This form can be accessed at http://clphs.health.mo.gov/lphs/gcu.php. Submit this form electronically to OEC at Preparedness@health.mo.gov.

4.15 By March 15, the Contractor shall submit to OEC a comprehensive inventory list of items under $5,000 purchased within this contract period with Department preparedness funds, excluding consumable office supplies.

4.15.1 The Contractor must use the provided template to report this inventory to OEC or submit an inventory list already in place. If the Contractor has nothing to report, the Contractor shall indicate this on the template. The template can be accessed at http://clphs.health.mo.gov/lphs/gcu.php. Submit this report electronically to OEC at Preparedness@health.mo.gov.

4.17 The Contractor shall participate in the regional healthcare coalition in their respective jurisdiction. See Attachment C, which is attached hereto and incorporated by reference as

if fully set forth herein, for a map of Missouri's Healthcare Coalitions and a point of contact for each Healthcare Coalition. Participation shall include, but not be limited to, attendance at healthcare coalition meetings and trainings, as well as participation in exercises with the healthcare coalition. The purpose of this participation is to increase collaboration, coordination and communication for public health and health/medical emergency planning, preparedness, response and recovery thus enhancing the ability to coordinate the Public Health and Medical Emergency Support Function (ESF #8) at the local and regional level. (See Attachment D, which is attached hereto and incorporated by reference as if fully set forth herein, for healthcare coalitions – frequently asked questions).

4.18 By March 15 at least one staff member of the Contractor will have completed WebEOC training.

4.19 The Contractor shall ensure that the local public health emergency response plan(s) are integrated and consistent with the county or municipality emergency operation plan (specifically the health and medical annex).

4.20 Work Plan Deliverables:

4.20.1 The Contractor shall select a minimum of one Domain within the six (6) Domains to work on during the contract period to ensure selected Domain(s) are completed within the contract period ending March 15.

4.20.2 The Domain Work Plan Reports and CDC's Public Health Preparedness Capabilities: National Standards for State and Local Planning can be accessed at http://clphs.health.mo.gov/lphs/gcu.php .

4.20.3 By September 30, the Contractor shall submit the "Record of Changes" page, as well as the changes made to their updated Local Public Health Emergency Plan or Guide.

5. REPORTS

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

5.2 The Contractor shall submit Semi-Annual Reports of activities to OEC by September 30, and February 28. When a deliverable cannot be met within the time frame specified herein, documentation and/or an explanation shall be included. Failure to submit reports or perform deliverables in the time frame specified may cause a delay/hold in reimbursement requests. The semi-annual report template can be accessed at http://clphs.health.mo.gov/lphs/gcu.php

5.3 The Contractor shall complete and submit a Jurisdictional Risk Assessment (JRA) once every five years to identify potential hazards, vulnerabilities and risks within the community that relate to public health, medical, and mental/behavioral health systems and the access and functional needs of at risk individuals. Using the file library within WebEOC, https://webeoc.sema.dps.mo.gov/eoc7/, locate your LPHA by name and upload your JRA.

6. BUDGET AND ALLOWABLE COSTS

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

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

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

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

6.5 The Contractor must have the prior written approval of the Department for any travel related expenses.

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

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

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

6.6 The Contractor shall follow competitive procurement practices.

7. INVOICING AND PAYMENT

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

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

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

7.2 The Contractor shall invoice the Department on the Contractor's original descriptive business invoice form. The Contractor shall use uniquely identifiable invoice numbers to distinguish an invoice from a previously submitted invoice.

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

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

7.5 The Contractor shall submit invoices to:

Missouri Department of Health and Senior Services
Office of Emergency Coordination
P.O. Box 570
Jefferson City, MO 65102-0570

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

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

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

7.9 Notwithstanding any other payment provision of this contract, if the Contractor fails to perform required work or services, fails to submit reports when due, or is indebted to the

United States government, the Department may withhold payment or reject invoices under this contract.

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

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

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

7.11 If the Department used a federal grant to pay the Contractor, the Catalog of Federal Domestic Assistance (CFDA) number assigned to the grant and the dollar amount paid from the grant is available on the State of Missouri Vendor Services Portal under the Vendor Payment section at https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx. The CFDA name is available at https://beta.sam.gov/.

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

8. AMENDMENTS

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

9. RENEWALS

9.1 The parties may renew the agreement for one (1) additional one-year period if mutually agreed to by both parties. Such renewal shall be accomplished in writing and must be signed by both parties.

10. MONITORING

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

10.2 If the Department deems a Contractor to be high-risk, the Department may impose special conditions or restrictions on the Contractor, including but not limited to the following: withholding authority to proceed to the next phase of the project until the Department receives evidence of acceptable performance within a given contract period;

requiring additional, more detailed financial reports or other documentation; additional project monitoring; requiring the Contractor to obtain technical or management assistance; or establishing additional prior approvals from the Department. The Department may impose special conditions or restrictions at the time of the contract award or at any time after the contract award. The Department will provide written notification to the Contractor prior to the effective date of the high-risk status.

11. DOCUMENT RETENTION

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

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

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

11.4 If the Department is subject to any litigation, claim, negotiation, audit or other action involving the records, the Department will notify the Contractor in writing to extend the Contractor's retention period.

11.5 The Department may recover any payment it has made to the Contractor if the Contractor fails to retain adequate documentation.

12. CONFIDENTIALITY

12.1 The Contractor shall safeguard Protected Personally Identifiable Information (PII) as defined in 2 CFR § 200.1. The Contractor agrees it will assume liability for all disclosures of Protected PII and breaches by the Contractor and/or the Contractor's subcontractors and employees.

12.2 The Contractor shall maintain strict confidentiality of all patient and client information or records supplied to it by the Department or that the Contractor creates as a result of contract activities. Unless disclosure is required by law, the Contractor shall not disclose the contents of such records to anyone other than the Department, the patient/client, or the patient's/client's parent or legal guardian. The Contractor agrees it will assume liability for all disclosures of confidential information and breaches by the Contractor and/or the Contractor's subcontractors and employees. The Contractor agrees to comply with all applicable confidentiality and information security laws, including but not limited to sections 192.067 and 192.667, RSMo.

13. LIABILITY

13.1 The Contractor shall understand and agree that the Department cannot save and hold harmless and/or indemnify the Contractor or employees against any liability incurred or arising as a result of any activity of the Contractor or any activity of the Contractor's employees related to the Contractor's performance under the contract.

13.2 The relationship of the Contractor to the Department shall be that of an independent contractor. The Contractor shall have no authority to represent itself as an agent of the Department. Nothing in this contract is intended to, nor shall be construed in any manner as creating or establishing an agency relationship or the relationship of employer/employee between the parties. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, or any other applicable employee related obligation or expense, and shall assume all costs, attorney fees, losses, judgments, and legal or equitable imposed remedies associated with the matters outlined in this paragraph in regards to the Contractor's subcontractors, employees and agents. The Contractor shall have no authority to bind the Department for any obligation or expense not specifically stated in this contract. This provision is not intended to waive any claim of sovereign immunity to which a public entity would otherwise be entitled to under Missouri law.

13.3 The Contractor shall be responsible for all claims, actions, liability, and loss (including court costs and attorney's fees) for any and all injury or damage (including death) occurring as a result of the Contractor's performance or the performance of any subcontractor, involving any equipment used or service provided, under the terms and conditions of this contract or any subcontract, or any condition created thereby, or based upon any violation of any state or federal statute, ordinance, building code, or regulation by Contractor. However, the Contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the Department, including its officers, employees, and assigns. This provision is not intended to waive any claim of sovereign immunity to which a public entity would otherwise be entitled to under Missouri law.

14. PUBLICATIONS, COPYRIGHTS, AND RIGHTS IN DATA AND REPORTS

14.1 If the Contractor issues any press releases mentioning contract activities, the Contractor shall reference in the release both the contract number and the Department. If the Contractor creates any publications, including audiovisual items, produced with contract funds, the Contractor shall give credit to both the contract and the Department in the publication. The Contractor shall obtain approval from the Department prior to the release of such press releases or publications.

14.2 In accordance with the "Steven's Amendment" in the Department of Labor, Health and Human Services, and Education and Related Agencies Appropriations Act, the Contractor shall not issue any statements, press release, request for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal money unless it clearly states the following:

14.2.1 The percentage of the total costs of the program or project which will be financed with Federal money; and

14.2.2 The percentage of the total costs of the program or project which will be financed by nongovernmental sources.

14.3 If the Contractor develops any copyrighted material as a result of this contract, the Department shall have a royalty-free, nonexclusive and irrevocable right to publish or use, and to authorize others to use, the work for Department purposes or the purpose of the State of Missouri.

15. AUTHORIZED PERSONNEL

15.1 The Contractor shall be responsible for assuring that all personnel are appropriately qualified and licensed or certified, as required by state, federal or local law, statute or regulation, respective to the services to be provided through this contract; and documentation of such licensure or certification shall be made available upon request.

15.2 The Contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Immigration Reform and Control Act of 1986 as codified at 8 U.S.C. § 1324a, the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and Section 274A of the Immigration and Nationality Act. If the Contractor is found to be in violation of these requirements or the applicable laws of the state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the state. The state may also withhold up to twenty-five percent of the total amount due to the Contractor. The Contractor agrees to fully cooperate with any audit or investigation from federal, state or local law enforcement agencies.

15.3 Affidavit of Work Authorization and Documentation: Pursuant to section 285.530, RSMo, if the Contractor meets the section 285.525, RSMo definition of a "business entity" (http://www.moga.mo.gov/mostatutes/stathtml/28500005301.html?&me=285.530), the Contractor must affirm the Contractor's enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services requested herein. The Contractor should complete applicable portions of Exhibit 1, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization as attached hereto and incorporated by reference as if fully set forth herein. The applicable portions of Exhibit 1 must be submitted prior to an award of a contract.

15.4 If the Contractor meets the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo the Contractor shall maintain enrollment and

participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the contracted services included herein. If the Contractor's business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo then the Contractor shall, prior to the performance of any services as a business entity under the contract:

15.4.1 Enroll and participate in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND

15.4.2 Provide to the Missouri Department of Health and Senior Services the documentation required in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program; AND

15.4.3 Submit to the Missouri Department of Health and Senior Services a completed, notarized Affidavit of Work Authorization provided in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization.

15.5 In accordance with subsection 2 of section 285.530 RSMo, the contractor should renew their Affidavit of Work Authorization annually. A valid Affidavit of Work Authorization is necessary to award any new contracts.

16. ANTI-DISCRIMINATION AGAINST ISRAEL ACT CONTRACTOR REQUIREMENTS

16.1 If the Contractor meets the definition of a company as defined in section 34.600, RSMo, and has ten or more employees, the Contractor shall not engage in a boycott of goods or services from the State of Israel; from companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or from persons or entities doing business in the State of Israel as defined in section 34.600, RSMo.

16.2 If the Contractor meets the definition of a company as defined in section 34.600, RSMo, and the company's employees increases to ten or more during the life of the contract, then the Contractor shall submit to the Department a completed Box C of the exhibit titled, Anti-Discrimination Against Israel Act Certification, and shall comply with the requirements of Box C.

16.3 If during the life of the contract, the Contractor's business status changes to become a company as defined in section 34.600, RSMo, and the company has ten or more employees, then the Contractor shall comply with, complete, and submit to the Department a completed Box C of the exhibit titled, Anti-Discrimination Against Israel Act Certification.

16.4 Regardless of company status or number of employees, the Contractor is requested to complete and submit the applicable portion of Exhibit 2 - Anti-Discrimination Against Israel Act Certification as attached hereto and incorporated by reference as if fully set forth herein. Pursuant to section 34.600, RSMo, if the Contractor meets the section 34.600, RSMo, definition of a "company" (https://revisor.mo.gov/main/OneSection.aspx?section=34.600) and the Contractor has ten or more employees, the Contractor must certify in writing that the Contractor is not currently engaged in a boycott of goods or services from the State of Israel as defined in section 34.600, RSMo, and shall not engage in a boycott of goods or services from the State of Israel, for the duration of the contract. The applicable portion of the exhibit must be submitted prior to an award of a contract.

17. TERMINATION

17.1 The Department, in its sole discretion, may terminate the obligations of each party under this contract, in whole or in part, effective immediately upon providing written notification to the Contractor if:

17.1.1 State and/or federal funds are not appropriated, continued, or available at a sufficient level to fund this contract; or

17.1.2 A change in federal or state law relevant to this contract occurs; or

17.1.3 A material change of the parties to the contract occurs; or

17.1.4 By request of the Contractor.

17.2 Each party under this contract may terminate the contract, in whole or in part, at any time, for its convenience without penalty or recourse by providing the following written notice:

17.2.1 The Department will provide written notice to the Contractor at least thirty (30) calendar days prior to the effective date of such termination.

17.2.2 The Contractor shall provide written notice to the Department at least sixty (60) calendar days prior to the effective date of such termination.

17.3 In the event of termination, the Department may exercise the rights set forth in 2 CFR § 200.315(b) to reproduce, publish, or otherwise use copyrighted material prepared, furnished or completed by the Contractor pursuant to the terms of the contract, and may authorize others to do the same. The Department may also exercise the rights set forth in 2 CFR § 200.315(d) to obtain, reproduce, or otherwise use the data prepared, furnished, or produced by the Contractor pursuant to the terms of the contract, and may authorize others to do the same. The Contractor shall be entitled to receive compensation for services and/or supplies performed in accordance with the contract prior to the effective

date of the termination and for all non-cancelable obligations incurred pursuant to the contract prior to the effective date of the termination.

18. SUBCONTRACTING

18.1 Any subaward and/or subcontract shall include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the Contractor and the Department, including the civil rights requirements set forth in 19 CSR 10-2.010 (5) (A)-(L), if applicable, and provided that the Department approves the arrangement prior to finalization. The Contractor shall ensure that the Department is indemnified, saved and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subaward and/or subcontract in those matters described herein. The Contractor shall expressly understand and agree that the responsibility for all legal and financial obligations related to the execution of a subaward and/or subcontract rests solely with the Contractor; and the Contractor shall ensure and maintain documentation that any and all subawardees and/or subcontractors comply with all requirements of this contract. The Contractor agrees and understands that utilization of a subawardee and/or subcontractor to provide any of the equipment or services in this contract shall in no way relieve the Contractor of the responsibility for providing the equipment or services as described and set forth herein.

18.2 Pursuant to subsection 1 of section 285.530, RSMo, no Contractor, subawardee, and/or subcontractor shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. In accordance with sections 285.525 to 285.550, RSMo, a general Contractor, subawardee, and/or subcontractor of any tier shall not be liable when such Contractor, subawardee, and/or subcontractor contracts with its direct subawardee and/or subcontractor who violates subsection 1 of section 285.530, RSMo, if the contract binding the Contractor and the subawardee and/or subcontractor affirmatively states that:

18.2.1 The direct subawardee and/or subcontractor is not knowingly in violation of subsection 1 of section 285.530, RSMo, and shall not henceforth be in such violation.

18.2.2 The Contractor, subawardee, and/or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subawardee's and/or subcontractor's employees are lawfully present in the United States.

18.3 The Contractor shall be responsible for ensuring that any subawardee(s) and/or subcontractor(s) are appropriately qualified and licensed or certified, as required by state, federal or local law, statute, or regulation, respective to the services to be provided through this contract. The Contractor shall make documentation of such licensure or certification available to the Department upon request.

18.4 The Contractor shall notify all subawardee(s) and/or subcontractor(s) of applicable Office of Management and Budget (OMB) administrative requirements, cost principles, other

applicable federal rules and regulations, and funding source information as included herein.

CERTIFICATIONS AND SPECIAL PROVISIONS

1. GENERAL

1.1 To the extent that this contract involves the use, in whole or in part, federal funds, the signature of the Contractor's authorized representative on the contract signature page indicates compliance with the following Certifications and special provisions.

2. CONTRACTOR'S CERTIFICATION REGARDING SUSPENSION AND DEBARMENT

2.1 The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any Federal department or agency pursuant to 2 CFR Part 180.

2.2 The Contractor shall include these certification requirements regarding debarment, suspension, ineligibility, and voluntary exclusion in all lower tier covered transactions.

2.3 If the Contractor enters into a covered transaction with another person at the next lower tier, the Contractor must verify that the person with whom it intends to do business is not excluded or disqualified by:

2.3.1 Checking the System of Award Management (SAM) https://www.sam.gov; or

2.3.2 Collecting a certification from that person; or

2.3.3 Adding a clause or condition to the covered transaction with that person.

3. CONTRACTOR'S CERTIFICATION REGARDING LOBBYING

3.1 The Contractor certifies that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

3.2 The Contractor certifies that no funds under this contract shall be used to pay for any activity to support or defeat the enactment of legislation before the Congress, or any State

or local legislature or legislative body. The Contractor shall not use any funds under this contract to pay for any activity to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government.

3.3 The Contractor certifies that no funds under this contract shall be used to pay the salary or expenses of the Contractor, or an agent acting for the Contractor who engages in any activity designed to influence the enactment of legislation or appropriations proposed or pending before the Congress, or any State, local legislature or legislative body, or any regulation, administrative action, or Executive Order issued by the executive branch of any State or local government.

3.4 The above prohibitions include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.

3.5 If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

3.6 The Contractor shall require that the language of this section be included in the award documents for all subawards at all levels (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

3.7 This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

CERTIFICATIONS AND SPECIAL PROVISIONS

4. CONTRACTOR'S CERTIFICATION REGARDING A DRUG FREE WORKPLACE

4.1 The Contractor certifies it shall provide a drug free workplace in accordance with the Drug Free Workplace Act of 1988, 41 U.S.C. Chapter 81, and all applicable regulations. The Contractor is required to report any conviction of employees providing services under this contract under a criminal drug statute for violations occurring on the Contractor's premises or off the Contractor's premises while conducting official business. The Contractor shall report any conviction to the Department within five (5) working days after the conviction. Submit reports to:

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

5. CONTRACTOR'S CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

5.1 The Pro-Children Act of 1994, (Public Law 103-227, 20 U.S.C. §§ 6081-6084), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The Pro-Children Act also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The Pro-Children Act does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable Federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the Pro-Children Act may result in the imposition of a civil monetary penalty of up to $1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

5.2 The Contractor certifies that it will comply with the requirements of the Pro-Children Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Pro-Children Act.

5.3 The Contractor agrees that it will require that the language of this certification be included in any subcontract or subaward that contains provisions for children's services and that all subrecipients shall certify accordingly. Failure to comply with the provisions of the Pro-Children Act law may result in the imposition of a civil monetary penalty of up to $1,000 per day.

6. CONTRACTOR'S CERTIFICATION REGARDING NON-DISCRIMINATION

6.1 The contractor shall comply with all federal and state statutes, regulations and executive orders relating to nondiscrimination and equal employment opportunity to the extent applicable to the contract. These include but are not limited to:

6.1.1 Title VI of the Civil Rights Act of 1964 (P.L. 88-352, 42 U.S.C. § 2000d *et seq.*) which prohibits discrimination on the basis of race, color, or national origin (this includes individuals with limited English proficiency) in programs and activities receiving federal financial assistance and Title VII of the Act which prohibits discrimination on the basis of race, color, national origin, sex, or religion in all employment activities;

6.1.2 Equal Pay Act of 1963 (P.L. 88 -38, as amended, 29 U.S.C. § 206 (d));

6.1.3 Title IX of the Education Amendments of 1972, as amended (20 U.S.C §§ 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;

6.1.4 Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794) and the Americans with Disabilities Act of 1990, as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12101 *et seq.*) as implemented by all applicable regulations;

6.1.5 The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age;

6.1.6 Equal Employment Opportunity – E.O. 11246, as amended;

6.1.7 Missouri State Regulation, 19 CSR 10-2.010, Civil Rights Compliance Requirements;

6.1.8 Missouri Governor's E.O. #05-30 (excluding paragraph 1, which was superseded by E.O. #10-24);

6.1.9 Missouri Governor's E.O. #10-24; and

6.1.10 The requirements of any other nondiscrimination federal and state statutes, regulations and executive orders which may apply to the services provided via the contract.

7. CONTRACTOR'S CERTIFICATION REGARDING EMPLOYEE WHISTLEBLOWER PROTECTIONS

7.1 The contractor shall comply with the provisions of 41 U.S.C. 4712 that states an employee of a contractor, subcontractor, grantee, or subgrantee may not be discharged, demoted or otherwise discriminated against as a reprisal for "whistleblowing". In addition, whistleblower protections cannot be waived by any agreement, policy, form, or condition of employment.

7.2 The contractor's employees are encouraged to report fraud, waste, and abuse. The contractor shall inform their employees in writing they are subject to federal whistleblower rights and remedies. This notification must be in the predominant native language of the workforce.

7.3 The contractor shall include this requirement in any agreement made with a subcontractor or subgrantee.

8. CLEAN AIR ACT AND WATER POLLUTION CONTROL ACT

8.1 The Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 *et seq.*) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 *et seq.*).

SUBRECIPIENT SPECIAL CONDITIONS

1. The Department of Health and Senior Services has determined that this contract is subrecipient in nature as defined in the 2 CFR § 200.331. To the extent that this contract involves the use, in whole or in part, of federal funds, the Contractor shall comply with the following special conditions.

1.1 The Contractor shall comply with all applicable implementing regulations, and all other laws, regulations and policies authorizing or governing the use of any federal funds paid to the Contractor through this contract. The Contractor shall ensure compliance with U.S. statutory and public policy requirements, including but not limited to, those protecting public welfare, the environment, and prohibiting discrimination. See the Federal Agency's Notice of Grant Award at https://health.mo.gov/information/contractorresources/ for the terms and conditions of the federal award(s) governing this contract. Refer to the Contract Funding Source(s) report enclosed with the contract for a listing of the applicable federal award numbers.

1.2 In performing its responsibilities under this contract, the Contractor shall fully comply with the Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (2 CFR Part 200, as applicable, including any subsequent amendments.

1.3 The Contractor shall send audit reports, other than their Single Audit Report, to the Department of Health and Senior Services, Division of Administration, P.O. Box 570, Jefferson City, MO 65102 each contract year. If a Single Audit is required, the Contractor must submit the Single Audit Report according to 2 CFR § 200.512. The Contractor shall return to the Department any funds disallowed in an audit of this contract.

1.4 The Contractor shall comply with the public policy requirements as specified in the Department of Health and Human Services (HHS) Grants Policy Statement which is incorporated herein as if fully set forth.
http://www.hhs.gov/sites/default/files/grants/grants/policies-regulations/hhsgps107.pdf

1.5 The Contractor shall be responsible for any disallowances, questioned costs, or other items, including interest, not allowed under the federal award or this contract. The Contractor shall return to the Department any funds disallowed within ninety days of notification by the Department to return such funds.

1.6 The Contractor shall notify the Department in writing within 30 days after a change occurs in its primary personnel involved in managing this contract.

SUBRECIPIENT SPECIAL CONDITIONS

1.7 The Contractor shall notify the Department in writing of any violation of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting federal monies under this contract. Failure by the Contractor to disclose such violations may result in the Department taking action as described in 2 CFR § 200.339 Remedies for Noncompliance.

1.8 The Contractor shall comply with Trafficking Victims Protection Act of 2000 (22 U.S.C. Chapter 78), as amended. This law applies to any private entity. A private entity includes any entity other than a State, local government, Indian tribe, or foreign public entity, as defined in 2 CFR § 175.25. The subrecipient and subrecipients' employees may not:

1.8.1 Engage in severe forms of trafficking in persons during the period of time that the award is in effect;

1.8.2 Procure a commercial sex act during the period of time that the award is in effect; or

1.8.3 Use forced labor in the performance of the award or subawards under the award.

1.8.4 The Contractor must include the requirements of this paragraph in any subaward made to a private entity.

1.9 The Contractor shall comply with 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations, as applicable.

1.10 A Contractor that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act (42 U.S.C. § 6962), as amended by the Resource Conservation and Recovery Act (P.L. 94-580). The requirements of Section 6002 relate solely to procuring items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247.

1.11 The Contractor shall provide its Data Universal Numbering System (DUNS) number to the Department. If the Contractor is an exempt individual as per 2 CFR § 25.110(b), the Contractor shall notify the Department of its exemption. Pursuant to 2 CFR Part 25, no entity may receive a subaward unless the entity has provided its DUNS number. The Department shall withhold the award of this contract until the Contractor submits the DUNS number to the Department and the Department has verified the DUNS.

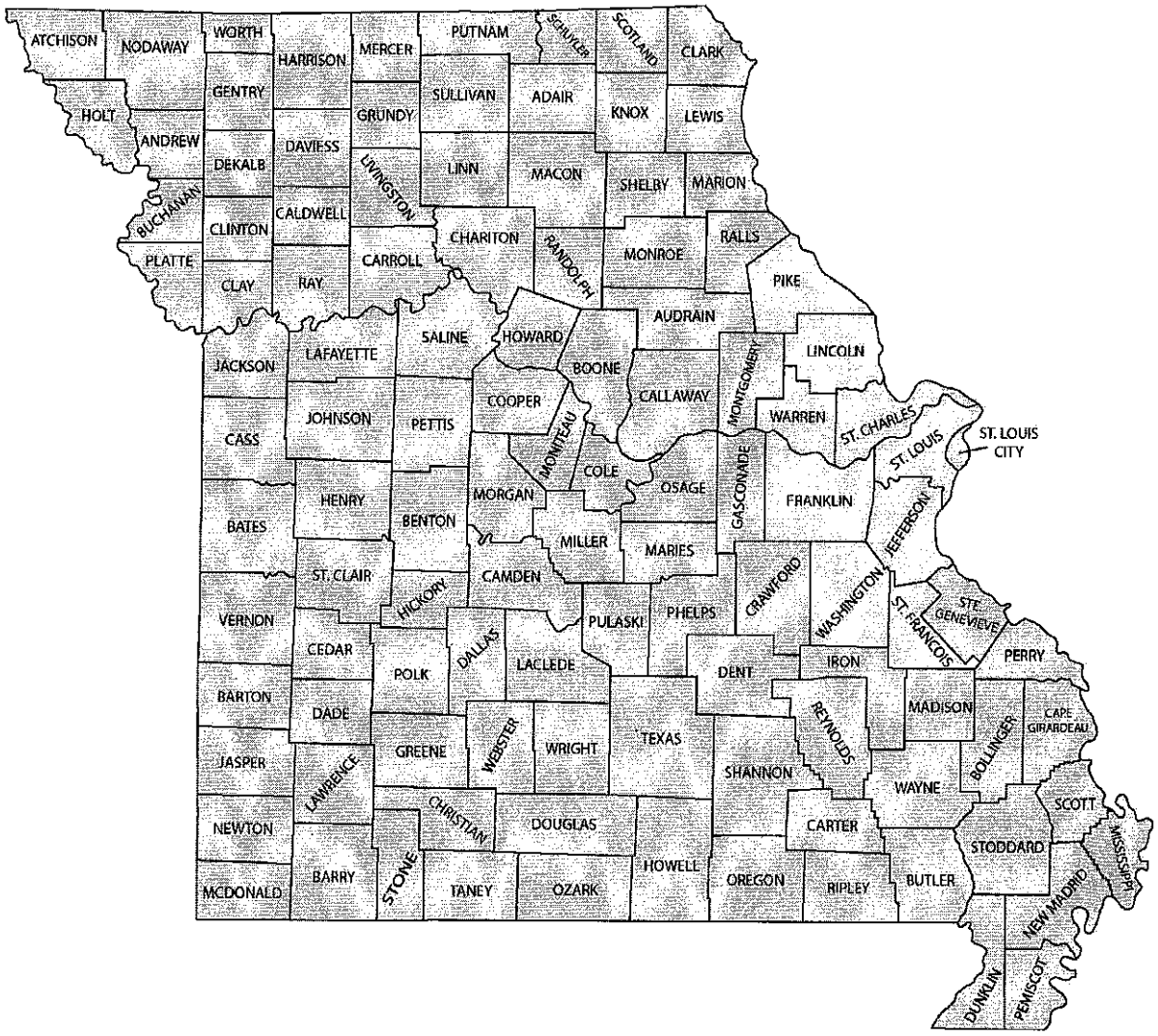
SUBRECIPIENT SPECIAL CONDITIONS

1.12 Equipment

1.12.1 Title to equipment purchased by the Contractor for the purposes of fulfilling contract services vests in the Contractor upon acquisition, subject to the conditions that apply as set forth in 2 CFR § 200.313. The Contractor must obtain written approval from the Department prior to purchasing equipment with a cost greater than $1,000. The repair and maintenance of purchased equipment will be the responsibility of the Contractor. Upon satisfactory completion of the contract, if the current fair market value (FMV) of the equipment purchased by the Contractor is less than $5,000, the Contractor has no further obligation to the Department. The Contractor may sell or retain items it purchased with a current FMV greater than $5,000, but the Contractor may be required to reimburse the Department for costs up to the current value of the equipment.

1.12.2 Equipment purchased by the Department and placed in the custody of the Contractor shall remain the property of the Department. The Contractor must ensure these items are safeguarded and maintained appropriately, and return such equipment to the Department at the end of the program.

MISSOURI HEALTHCARE COALITIONS



Healthcare Coalition (HCC) Contacts		
Region A	**Non-Urban Rural**	**Region C**
Erin Lynch Mid-America Regional Council elynch@marc.org 816-701-8390	Jackie Gatz Missouri Hospital Association jgatz@mhanet.com 573-893-3700	Dale Chambers St. Louis Area Regional Response System Dale.Chambers@ewgateway.org 314-421-4220

Effective Date: July 1, 2019

HEALTHCARE COALITION
FREQUENTLY ASKED QUESTIONS

What is a regional healthcare coalition?
Missouri has seven regional healthcare coalitions (HCCs) covering the entire geography of the state. The HCCs are supported through federal funding from the U.S. Department of Health and Human Services' Assistant Secretary for Preparedness and Response (DHHS ASPR) to the Missouri Department of Health and Senior Services (DHSS) through the DHSS Hospital Preparedness Program (HPP).

A HCC is defined as "a **collaborative network of healthcare organizations** and their **respective public and private sector response partners** . . . that serve as a multiagency coordinating group to assist with preparedness, response, recovery, and mitigation activities related to healthcare organization disaster operations."

Who are members of the regional healthcare coalitions?
Each regional healthcare coalition must maintain four core members in order to receive ASPR funding: **public health**, hospitals, emergency medical services and emergency management. Other health and medical partners are welcome, as well, and may include dialysis centers, long-term care, home health, community mental health centers, federally qualified health centers, durable medical equipment providers, blood banks, etc.

What is public health's role in the regional HCCs?
Local public health is often the local Emergency Support Function-8 (ESF-8) lead agency and, as such, has responsibility to assure all ESF-8 partners and functions have been anticipated and plans are developed. Engaging in the routine planning meetings with the regional HCC, trainings and exercises as they occur provides an excellent opportunity for collaborative planning, identification of remaining vulnerabilities and barriers, and a group of partners who are like-minded in planning for ESF-8 needs.

Many local public health agencies serve in leadership roles in their respective HCC as Chair or Co-Chair; serve as subject matter expert on variety of topics or serve as HCC Duty Officer on a rotational schedule. The HCCs are responsible to assure members serving in leadership roles have adequate training to assume their roles.

What is the role of a regional healthcare coalition during and in preparation for an emergency response?
HCCs assist all health and medical partners in their region by facilitating communication and coordination during an emergency response. As the HCCs members have routinely planned, drilled, trained and exercised together prior to an emergency incident, they are uniquely prepared

to assist each other with communication and coordination needs and assisting in meeting incident objectives of the individual members.

The HCC is not a command or control entity within the emergency response framework and does not usurp the role of the local emergency manager, local emergency operations center or any facility's emergency plan responsibilities.

How do the HCCs relate to the LPHAs' PHEP responsibilities?
The Hospital Preparedness Program (HPP) and the Public Health Preparedness Program (PHEP) are funded in a collaborative agreement with ASPR and the Centers for Disease Control and Prevention (CDC). Your PHEP contract with DHSS requires engagement in your regional HCC. There are methods to ensure your efficient, yet appropriate levels of engagement to thoughtfully contribute subject matter expertise as well as receive benefits from membership. You should seek to ensure a strong two-way communication and engagement of your LPHA with the HCC. You will find the HCC can provide assistance with your work relative to medical countermeasures, as one example.

There are many advantages to collectively planning for an emergency with the health and medical partners in your community and region.

MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES

Subrecipient Annual Financial Report

1. Contractor Name and Complete Address			
2. Contract Number	3. Contract Period (MM/DD/YY)		4. Contractor Identifying Number (optional)
	From:	To:	

5. DUNS Number	6. EIN	7. Report Type
		☐ Annual ☐ Final

8. Transactions	
Contract Expenditures:	
8a. Total contract funds authorized:	
8b. Total expenditures:	
8c. Unspent balance of contract funds (line a minus b):	$0.00
Match Requirements (if required by the contract):	
8d. Total match required:	
8e. Total match expenditures:	
8f. Remaining match to be provided (line d minus e):	$0.00

9. Remarks: Attach any explanations deemed necessary.

10. Certification: By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal Award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

11a. Typed or Printed Name and Title of Authorized Certifying Official of the Contractor	11b. Telephone (Including Area Code)	11c. Email Address

11d. Signature of Authorized Certifying Official of the Contractor	11e. Date Report Submitted (MM/DD/YY)

MO 580-3091 (05-17)

Joplin City Health Department **Crisis Cooperative Agreement**		
Category	**Budget**	**Automatic adjustment for costs allowed for Indirect Calculation (for calculation purposes only)**
Personnel Services	56,464	56,464
Fringe Benefits	22,341	22,341
Travel	0	0
Equipment (*see definition below)	0	
Supplies	0	0
Other	0	0
Contractual		
Contractor	0	0
Subcontractor #2 (Enter Name)	0	0
Subcontractor #3 (Enter Name)	0	0
Subcontractor #4 (Enter Name)	0	0
Subcontractor #5 (Enter Name)	0	0
Total Direct Costs	78,805	
Indirect (Administrative) Cost	0	
TOTAL CONTRACT	78,805	
If your organization does not have an approved federally negotiated Indirect		0.00%
Does your organization have an approved federally negotiated Indirect Cost		No
Provide in the space below a summary of how you calculated your Indirect		

EXHIBIT 1
BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION, AND AFFIDAVIT OF WORK AUTHORIZATION

BUSINESS ENTITY CERTIFICATION:

The contractor must certify their current business status by completing either Box A or Box B or Box C on this Exhibit.

BOX A:	To be completed by a non-business entity as defined below.
BOX B:	To be completed by a business entity who has not yet completed and submitted documentation pertaining to the federal work authorization program as described at http://www.dhs.gov/files/programs/gc_1185221678150.shtm.
BOX C:	To be completed by a business entity who has current work authorization documentation on file with a Missouri state agency including Division of Purchasing and Materials Management.

Business entity, as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term "**business entity**" shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term "**business entity**" shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit. The term "**business entity**" shall not include a self-employed individual with no employees or entities utilizing the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

Note: Regarding governmental entities, business entity includes Missouri schools, Missouri universities (other than stated in Box C), out of state agencies, out of state schools, out of state universities, and political subdivisions. A business entity does not include Missouri state agencies and federal government entities.

BOX A – CURRENTLY NOT A BUSINESS ENTITY

I certify that _____ (Company/Individual Name) **DOES NOT CURRENTLY MEET** the definition of a business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above, because: (check the applicable business status that applies below)

- ☐ I am a self-employed individual with no employees; **OR**
- ☐ The company that I represent employs the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

I certify that I am not an alien unlawfully present in the United States and if _____ (Company/Individual Name) is awarded a contract for the services requested herein under Crisis Cooperative Agreement (Contract Title) and if the business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, then, prior to the performance of any services as a business entity, _____(Company/Individual Name) agrees to complete Box B, comply with the requirements stated in Box B and provide the Missouri Department of Health and Senior Services with all documentation required in Box B of this exhibit.

_____ _____

Authorized Representative's Name (Please Print) Authorized Representative's Signature

_____ _____

Company Name (if applicable) Date

EXHIBIT 1, continued

(Complete the following if you DO NOT have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box B, do not complete Box C.)

BOX B – CURRENT BUSINESS ENTITY STATUS

I certify that _____ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530.

Authorized Business Entity Representative's Name (Please Print)	Authorized Business Entity Representative's Signature
Business Entity Name	Date
E-Mail Address	

As a business entity, the contractor must perform/provide each of the following. The contractor should check each to verify completion/submission of all of the following:

- ☐ Enroll and participate in the E-Verify federal work authorization program (Website: http://www.dhs.gov/files/programs/gc_1185221678150.shtm; Phone: 888-464-4218; Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND

- ☐ Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include EITHER the E-Verify Employment Eligibility Verification page listing the contractor's name and company ID OR a page from the E-Verify Memorandum of Understanding (MOU) listing the contractor's name and the MOU signature page completed and signed, at minimum, by the contractor and the Department of Homeland Security – Verification Division. If the signature page of the MOU lists the contractor's name and company ID, then no additional pages of the MOU must be submitted; AND

- ☐ Submit a completed, notarized Affidavit of Work Authorization provided on the next page of this Exhibit.

AFFIDAVIT OF WORK AUTHORIZATION:

The contractor who meets the section 285.525, RSMo, definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now _____ (Name of Business Entity Authorized Representative) as _____ (Position/Title) first being duly sworn on my oath, affirm _____ (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri for the duration of the contract(s), if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that _____ (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services provided under the contract(s) for the duration of the contract(s), if awarded.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)

_____	_____
Authorized Representative's Signature	Printed Name
_____	_____
Title	Date
_____	_____
E-Mail Address	E-Verify Company ID Number

Subscribed and sworn to before me this _____ (DAY) of _____ (MONTH, YEAR). I am commissioned as a notary public within the County of _____ (NAME OF COUNTY), State of _____ (NAME OF STATE), and my commission expires on _____ (DATE).

_____	_____
Signature of Notary	*Date*

EXHIBIT 1, continued

(Complete the following if you have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box C, do not complete Box B.)

BOX C – AFFIDAVIT ON FILE - CURRENT BUSINESS ENTITY STATUS

I certify that _____ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, and have enrolled and currently participates in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri. We have previously provided documentation to a Missouri state agency or public university that affirms enrollment and participation in the E-Verify federal work authorization program. The documentation that was previously provided included the following.

- ✓ The E-Verify Employment Eligibility Verification page OR a page from the E-Verify Memorandum of Understanding (MOU) listing the contractor's name and the MOU signature page completed and signed by the contractor and the Department of Homeland Security – Verification Division
- ✓ A current, notarized Affidavit of Work Authorization (must be completed, signed, and notarized within the past twelve months).

Name of **Missouri State Agency** or **Public University*** to Which Previous E-Verify Documentation Submitted: _____

(*Public University includes the following five schools under chapter 34, RSMo: Harris-Stowe State University – St. Louis; Missouri Southern State University – Joplin; Missouri Western State University – St. Joseph; Northwest Missouri State University – Maryville; Southeast Missouri State University – Cape Girardeau.)

Date of Previous E-Verify Documentation Submission: _____

Previous **Bid/Contract Number** for Which Previous E-Verify Documentation Submitted: _____
(if known)

Authorized Business Entity Representative's Name (Please Print)	Authorized Business Entity Representative's Signature
E-Verify MOU Company ID Number	E-Mail Address
Business Entity Name	Date

FOR STATE USE ONLY

Documentation Verification Completed By:

Buyer	Date

EXHIBIT 2
ANTI-DISCRIMINATION AGAINST ISRAEL ACT CERTIFICATION

Statutory Requirement: Section 34.600, RSMo, precludes entering into a contract with a company to acquire products and/or services "unless the contract includes a written certification that the company is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel."

Exceptions: The statute provides two exceptions for this certification: 1) "contracts with a total potential value of less than one hundred thousand dollars" or 2) "contractors with fewer than ten employees." Therefore the following certification is required prior to any contract award.

Section 34.600, RSMo, defines the following terms:

> **Company** - any for-profit or not-for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association, including all wholly-owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of those entities or business associations.
>
> **Boycott Israel** and **Boycott of the State of Israel** - engaging in refusals to deal, terminating business activities, or other actions to discriminate against, inflict economic harm, or otherwise limit commercial relations specifically with the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel, that are all intended to support a boycott of the State of Israel. A company's statement that it is participating in boycotts of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel, or that it has taken the boycott action at the request, in compliance with, or in furtherance of calls for a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel shall be considered to be conclusive evidence that a company is participating in a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel; provided, however that a company that has made no such statement may still be considered to be participating in a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel if other factors warrant such a conclusion.

Certification: The Contractor must therefore certify their current status by completing either Box A, Box B, or Box C on the next page of this Exhibit.

BOX A:	To be completed by a Contractor that does not meet the definition of "company" above, hereinafter referred to as "Non-Company."
BOX B:	To be completed by a Contractor that meets the definition of "Company" but has less than ten employees.
BOX C:	To be completed by a Contractor that meets the definition of "Company" and has ten or more employees.

EXHIBIT 2, continued

BOX A – NON-COMPANY ENTITY

I certify that _____ (Entity Name) currently **DOES NOT MEET** the definition of a company as defined in section 34.600, RSMo, but that if awarded a contract and the entity's business status changes during the life of the contract to become a "company" as defined in section 34.600, RSMo, and the entity has ten or more employees, then, prior to the delivery of any services and/or supplies as a company, the entity agrees to comply with, complete, and return Box C to the Department of Health and Senior Services at that time.

_____ _____

Authorized Representative's Name (Please Print) Authorized Representative's Signature

_____ _____

Entity Name Date

BOX B – COMPANY ENTITY WITH LESS THAN TEN EMPLOYEES

I certify that _____ (Company Name) **MEETS** the definition of a company as defined in section 34.600, RSMo, and currently has less than ten employees but that if awarded a contract and if the company increases the number of employees to ten or more during the life of the contract, then said company shall comply with, complete, and return Box C to the Department of Health and Senior Services at that time.

_____ _____

Authorized Representative's Name (Please Print) Authorized Representative's Signature

_____ _____

Company Name Date

BOX C – COMPANY ENTITY WITH TEN OR MORE EMPLOYEES

I certify that _____ (Company Name) **MEETS** the definition of a company as defined in section 34.600, RSMo, has ten or more employees, and is not currently engaged in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel as defined in section 34.600, RSMo. I further certify that if the company is awarded a contract for the services and/or supplies requested herein said company shall not engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel as defined in section 34.600, RSMo, for the duration of the contract.

_____ _____

Authorized Representative's Name (Please Print) Authorized Representative's Signature

_____ _____

Company Name Date

STATE OF MISSOURI
DEPARTMENT OF HEALTH AND SENIOR SERVICES

TERMS AND CONDITIONS

This contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained herein. Any change must be accomplished by a formal signed amendment prior to the effective date of such change.

1. APPLICABLE LAWS AND REGULATIONS

a. The contract shall be construed according to the laws of the State of Missouri (state). The contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
b. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and the state.
c. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.
d. The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
e. The exclusive venue for any legal proceeding relating to or arising out of the contract shall be in the Circuit Court of Cole County, Missouri.
f. The contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws and Executive Order 07-13 for work performed in the United States.

2. INVOICING AND PAYMENT

a. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation. Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified herein.
b. The statewide financial management system has been designed to capture certain receipt and payment information. For each purchase order received, an invoice must be submitted that references the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
c. The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the state.
d. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the specific contract terms.
e. The State of Missouri assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the state's rejection and shall be returned at the contractor's expense.
f. All invoices for equipment, supplies, and/or services purchased by the State of Missouri shall be subject to late payment charges as provided in section 34.055, RSMo.
g. The State of Missouri reserves the right to purchase goods and services using the state purchasing card.

3. DELIVERY

Time is of the essence. Deliveries of equipment, supplies, and/or services must be made no later than the time stated in the contract or within a reasonable period of time, if a specific time is not stated.

4. INSPECTION AND ACCEPTANCE

a. No equipment, supplies, and/or services received by an agency of the state pursuant to a contract shall be deemed accepted until the agency has had reasonable opportunity to inspect said equipment, supplies, and/or services.
b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
c. The State of Missouri reserves the right to return any such rejected shipment at the contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
d. The State of Missouri's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the state may have.

5. CONFLICT OF INTEREST

Elected or appointed officials or employees of the State of Missouri or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.452 and 105.454, RSMo, regarding conflict of interest.

6. WARRANTY

The contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the state, (2) be fit and sufficient for the purpose intended, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect. Such warranty shall survive delivery and shall not be deemed waived either by reason of the state's acceptance of or payment for said equipment, supplies, and/or services.

7. REMEDIES AND RIGHTS

a. No provision in the contract shall be construed, expressly or implied, as a waiver by the State of Missouri of any existing or future right and/or remedy available by law in the event of any claim by the State of Missouri of the contractor's default or breach of contract.
b. The contractor agrees and understands that the contract shall constitute an assignment by the contractor to the State of Missouri of all rights, title and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the contractor in the fulfillment of the contract with the State of Missouri.

8. CANCELLATION OF CONTRACT

a. In the event of material breach of the contractual obligations by the contractor, the state may cancel the contract. At its sole discretion, the state may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at a minimum the contractor must provide the state within 10 working days from notification a written plan detailing how the contractor intends to cure the breach.
b. If the contractor fails to cure the breach or if circumstances demand immediate action, the state will issue a notice of cancellation terminating the contract immediately. If it is determined the state improperly cancelled the contract, such cancellation shall be deemed a termination for convenience in accordance with the contract.
c. If the state cancels the contract for breach, the state reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the state deems appropriate and charge the contractor for any additional costs incurred thereby.
d. The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated, and the state shall not be liable for any costs associated with termination caused by lack of appropriations.

9. BANKRUPTCY OR INSOLVENCY

Upon filing for any bankruptcy or insolvency proceeding by or against the contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the contractor must notify the state immediately. Upon learning of any such actions, the state reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the contractor responsible for damages.

10. INVENTIONS, PATENTS AND COPYRIGHTS

The contractor shall defend, protect, and hold harmless the State of Missouri, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the contractor's performance or products produced under the terms of the contract.

11. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status unless otherwise provided by law. If the contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:

a. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
b. The identification of a person designated to handle affirmative action;
c. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;
d. The exclusion of discrimination from all collective bargaining agreements; and
e. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

If discrimination by a contractor is found to exist, the state shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the state until corrective action by the contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

12. AMERICANS WITH DISABILITIES ACT

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

13. FILING AND PAYMENT OF TAXES

The commissioner of administration and other agencies to which the state purchasing law applies shall not contract for goods or services with a vendor if the vendor or an affiliate of the vendor makes sales at retail of tangible personal property or for the purpose of storage, use, or consumption in this state but fails to collect and properly pay the tax as provided in chapter 144, RSMo. For the purposes of this section, "affiliate of the vendor" shall mean any person or entity that is controlled by or is under common control with the vendor, whether through stock ownership or otherwise.

14. COMMUNICATIONS AND NOTICES

Any notice to the contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, transmitted by e-mail or hand-carried and presented to an authorized employee of the contractor.

MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES

CONTRACT FUNDING SOURCE(S)

The Contract Funding Source(s) identifies the total amount of funding and federal funding source(s) expected to be used over the life of this contract. The CFDA number is the pass-through identification number for your Schedule of Expenditures of Federal Awards (SEFA), if one is required. You may reconcile your financial records to actual payment documents by going to the vendor services portal at https://www.vendorservices.mo.gov/. If the funding information is not available at the time the contract is issued, the Contractor will be notified in writing by the Department. Please retain this information with your official contract files for future reference.

Tracking #	50189	**State:** 0%	$0.00	**Federal:** 100%	$78,805.00
Contract Title:	CRISIS COOPERATIVE AGREEMENT				
Contract Start:	3/16/2020	**Contract End:**	3/15/2022	**Amend#:** 00	**Contract #:**
Vendor Name:	JOPLIN CITY HEALTH DEPARTMENT				

CFDA: 93.354	**Research and Development:** N
CFDA Name:	PUBLIC HEALTH EMERGENCY RESPONSE: COOPERATIVE AGREEMENT FOR EMERGENCY RESPONSE: PUBLIC HEALTH CRISIS RESPONSE
Federal Agency:	DEPARTMENT OF HEALTH AND HUMAN SERVICESCENTERS FOR DISEASE CONTROL AND PREVENTION
Federal Award:	1NU90TP922111-00, 6NU90TP922111-01-01, 6NU90TP922111-01-02, 6NU90TP922111-01-03, 6NU90TP922111-01-04, 6NU90TP922111-01-05, 6NU90TP922111-01-06, 6NU90TP922111-01-07
Federal Award Name:	MISSOURI PUBLIC HEATLH CRISIS RESPONSE
Federal Award Year:	2020 **DHSS #:** TP922111-01 **Federal Obligation:** $78,805.00

*** The Department will provide this information when it becomes available.**

Project Description:

To demonstrate measurable and sustainable progress toward achieving public health and healthcare preparedness capabilities and promote prepared and resilient communities in response to COVID19 pandemic.

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2021-453– approving a Program Services Contract between the Missouri Department of health and Senior Services (DHSS) and the City of Joplin

MEETING DATE
September 7, 2021

ORIGINATING DEPARTMENT
Health Department

ATTACHMENTS
CB2021-453 Ordinance and the DHSS Program Services Contract

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

SUMMARY
This Council Bill authorizes a Program Services Contract between the Missouri Department of Health and Senior Services (DHSS) and the City of Joplin providing funding for Public Health Emergency Preparedness activities.

BACKGROUND
This DHSS contract renewal provides funding from the state for public health preparedness activities in Joplin. The contract continues partial funding of one Regional Response Planner to be based in the Joplin Health Department. This staff person provides emergency planning and response activities for Joplin and Jasper County health departments. The county health department provides funding to the city for these services that allows for full funding of this position.

Services provided generally include the exercise and update of public health emergency response plans for each department, facilitating staff training requirements for emergency preparedness as well as improvement of disease surveillance and reaction capabilities of each health jurisdiction.

The period for this agreement is July 1, 2020, through June 30, 2022, and the total anticipated reimbursement from this agreement is $39,198. No local match is required for participation in this contract.

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

RECOMMENDATION
Staff recommends approval of this Council Bill No. 2021-453, on an emergency basis.

COUNCIL BILL NO. 2021-453 **ORDINANCE NO.**

AN ORDINANCE authorizing a Program Services Contract, by and between the State of Missouri, Department of Health and Senior Services, and the City of Joplin, Missouri, for the City of Joplin Health Department to receive compensation, for Thirty-Nine Thousand, One Hundred Ninety-Eight Dollars, no cents, ($39,198.00); and, authorizing the City Manager to execute the same by and on behalf of the City of Joplin, Missouri; and, containing an emergency clause.

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

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

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

Section 3. That this Ordinance dealing with the immediate preservation of public health and safety is an emergency within the meaning of Section 2.12(1) of the Home Rule Charter of the City of Joplin, Missouri, and, as such, shall be in full force and effect immediately from and after its adoption and approval. Specifically, this ordinance provides for public health emergency preparation activities for residents of the city and immediate passage prevents delay of implementation of the contract.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this 7th day of September 2021, by a vote of

_____
Ryan D Stanley, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

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

Robert J. Knodell
Acting Director

Michael L. Parson
Governor

Dear Contractor:

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

1. Review and sign the front page of the contract;
2. Return the contract to:

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

Also, please forward the enclosed yellow page to your Chief Financial Officer. It explains the process for completing the Business Management Assessment (BMA) form and submitting your most recent audit report.

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

Enclosures

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

Robert J. Knodell
Acting Director

Michael L. Parson
Governor

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

The Missouri Department of Health and Senior Services (DHSS) requires subrecipient contractors/providers to annually complete the Business Management Assessment **(BMA)** form. **Keep in mind the form is completed only once per year for each nine digit federal taxpayer identification number (FEIN).** One submission will cover all contracts with DHSS issued under that specific FEIN.

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

- Go to https://health.mo.gov/atoz/bma/index.php
- **Microsoft Internet Explorer browser *cannot* be used.** You must use another browser such as Microsoft Edge, Chrome, Firefox, Opera, Safari, etc.
- Ensure that you have enough time to complete the form prior to starting. There is not a "Save" feature. Prolonged periods of inactivity will cause your form to expire and the information will not be submitted. **A confirmation number will appear if the form is successfully submitted. Be sure to document this number.**
- You may find helpful information to assist your completion of the BMA at http://health.mo.gov/information/contractorresources.

NOTE: Failure to complete the BMA will result in your organization being deemed a high-risk subrecipient and your organization will not receive further contracts from DHSS until the BMA process is complete. For questions concerning the BMA form, call 573.526.0387 for assistance.

04/21/2021

AN EQUAL OPPORTUNITY / AFFIRMATIVE ACTION EMPLOYER: Services provided on a nondiscriminatory basis.

MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES

PROGRAM SERVICES CONTRACT

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

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

Tracking #	**Contract Title:**	
48520	PUBLIC HEALTH EMERGENCY PREPAREDNESS	
Contract Start:	**Contract End:**	**Questions/Please Contact:**
7/1/2020	6/30/2022	PROCUREMENT UNIT @ (573)751-6471
Contract #:		**Amend #:**
DH210048520		02

PLEASE VERIFY/COMPLETE - TYPE OR PRINT - SIGNATURE REQUIRED

NAME OF ENTITY/INDIVIDUAL (Contractor)		
JOPLIN CITY HEALTH DEPARTMENT		
DOING BUSINESS AS (DBA) NAME		
MAILING ADDRESS		
321 EAST 4TH STREET		
CITY, STATE, and ZIP CODE		
JOPLIN	MO	64801
REMIT TO (PAYMENT) ADDRESS (if different from above)		
CITY, STATE, and ZIP CODE		
CONTACT PERSON		EMAIL ADDRESS
PHONE NUMBER		FAX NUMBER
TAXPAYER ID NUMBER (TIN)		DUNS NUMBER
*****0196		010649846
CONTRACTOR'S AUTHORIZED SIGNATURE		DATE
PRINTED NAME		TITLE
DEPARTMENT OF HEALTH AND SENIOR SERVICES DIRECTOR OF DIVISION OF ADMINISTRATION OR DESIGNEE SIGNATURE		DATE

AMENDMENT #02 TO CONTRACT DH210048520
JOPLIN CITY HEALTH DEPARTMENT

CONTRACT TITLE: Public Health Emergency Preparedness

CONTRACT PERIOD: July 1, 2021 through June 30, 2022

The Department of Health and Senior Services hereby exercises its option to renew the above referenced contract; therefore Section 1.1 is hereby deleted in its entirety and replaced with revised Section 1.1 as follows:

1.1 The contract amount shall not exceed $39,198.00 for the period of July 1, 2021 through June 30, 2022.

In addition, the Department of Health and Senior Services desires to amend the above-referenced contract in accordance with the following:

1. Delete Section 1.2 in its entirety and replace with revised Section 1.2 as follows:

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

2. Delete Section 1.4 in its entirety and replace with revised Section 1.4 as follows:

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

Program Name: Public Health Emergency Preparedness
Program Contact: Genevieve Weseman
Address: P.O. Box 570, Jefferson City, MO 65102-0570
Phone: 573-508-3261
Email: Preparedness@health.mo.gov

3. Delete Section 7.4.2 in its entirety and replace with revised Section 7.4.2 as follows:

7.4.2 The Contractor shall not bill the Department for indirect costs that exceed 0% of the modified total direct costs as defined in 2 CFR § 200.1.

a. Modified Total Direct Cost Method (MTDC) means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first $25,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes

equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs, and the portion of each subaward in excess of $25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs.

4. Delete Section 13.1 in its entirety and replace with revised Section 13.1 as follows:

13.1 The Contractor shall safeguard Protected Personally Identifiable Information (PII) as defined in 2 CFR § 200.1. The Contractor agrees it will assume liability for all disclosures of Protected PII and breaches by the Contractor and/or the Contractor's subcontractors and employees.

5. Delete Attachment B in its entirety and replace with revised Attachment B.

6. Delete Attachment G in its entirety and replace with revised Attachment G, which is attached hereto and is incorporated by reference as if fully set forth herein.

All other terms, conditions and provisions of the above referenced contract shall remain the same and apply hereto

SUBRECIPIENT SPECIAL CONDITIONS

1. The Department of Health and Senior Services has determined that this contract is subrecipient in nature as defined in the 2 CFR § 200.331. To the extent that this contract involves the use, in whole or in part, of federal funds, the Contractor shall comply with the following special conditions.

1.1 The Contractor shall comply with all applicable implementing regulations, and all other laws, regulations and policies authorizing or governing the use of any federal funds paid to the Contractor through this contract. The Contractor shall ensure compliance with U.S. statutory and public policy requirements, including but not limited to, those protecting public welfare, the environment, and prohibiting discrimination. See the Federal Agency's Notice of Grant Award at https://health.mo.gov/information/contractorresources/ for the terms and conditions of the federal award(s) governing this contract. Refer to the Contract Funding Source(s) report enclosed with the contract for a listing of the applicable federal award numbers.

1.2 In performing its responsibilities under this contract, the Contractor shall fully comply with the Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (2 CFR Part 200, as applicable, including any subsequent amendments.

1.3 The Contractor shall send audit reports, other than their Single Audit Report, to the Department of Health and Senior Services, Division of Administration, P.O. Box 570, Jefferson City, MO 65102 each contract year. If a Single Audit is required, the Contractor must submit the Single Audit Report according to 2 CFR § 200.512. The Contractor shall return to the Department any funds disallowed in an audit of this contract.

1.4 The Contractor shall comply with the public policy requirements as specified in the Department of Health and Human Services (HHS) Grants Policy Statement which is incorporated herein as if fully set forth.
http://www.hhs.gov/sites/default/files/grants/grants/policies-regulations/hhsgps107.pdf

1.5 The Contractor shall be responsible for any disallowances, questioned costs, or other items, including interest, not allowed under the federal award or this contract. The Contractor shall return to the Department any funds disallowed within ninety days of notification by the Department to return such funds.

1.6 The Contractor shall notify the Department in writing within 30 days after a change occurs in its primary personnel involved in managing this contract.

1.7 The Contractor shall notify the Department in writing of any violation of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting federal monies

under this contract. Failure by the Contractor to disclose such violations may result in the Department taking action as described in 2 CFR § 200.339 Remedies for Noncompliance.

1.8 The Contractor shall comply with Trafficking Victims Protection Act of 2000 (22 U.S.C. Chapter 78), as amended. This law applies to any private entity. A private entity includes any entity other than a State, local government, Indian tribe, or foreign public entity, as defined in 2 CFR § 175.25. The subrecipient and subrecipients' employees may not:

1.8.1 Engage in severe forms of trafficking in persons during the period of time that the award is in effect;

1.8.2 Procure a commercial sex act during the period of time that the award is in effect; or

1.8.3 Use forced labor in the performance of the award or subawards under the award.

1.8.4 The Contractor must include the requirements of this paragraph in any subaward made to a private entity.

1.9 The Contractor shall comply with 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations, as applicable.

1.10 A Contractor that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act (42 U.S.C. § 6962), as amended by the Resource Conservation and Recovery Act (P.L. 94-580). The requirements of Section 6002 relate solely to procuring items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247.

1.11 The Contractor shall provide its Data Universal Numbering System (DUNS) number to the Department. If the Contractor is an exempt individual as per 2 CFR § 25.110(b), the Contractor shall notify the Department of its exemption. Pursuant to 2 CFR Part 25, no entity may receive a subaward unless the entity has provided its DUNS number. The Department shall withhold the award of this contract until the Contractor submits the DUNS number to the Department and the Department has verified the DUNS.

1.12 Equipment

1.12.1 Title to equipment purchased by the Contractor for the purposes of fulfilling contract services vests in the Contractor upon acquisition, subject to the conditions that apply as set forth in 2 CFR § 200.313. The Contractor must obtain written approval from the Department prior to purchasing equipment with a cost greater than $1,000. The repair and maintenance of purchased equipment will be the responsibility of the Contractor.

SUBRECIPIENT SPECIAL CONDITIONS

Upon satisfactory completion of the contract, if the current fair market value (FMV) of the equipment purchased by the Contractor is less than $5,000, the Contractor has no further obligation to the Department. The Contractor may sell or retain items it purchased with a current FMV greater than $5,000, but the Contractor may be required to reimburse the Department for costs up to the current value of the equipment.

1.12.2 Equipment purchased by the Department and placed in the custody of the Contractor shall remain the property of the Department. The Contractor must ensure these items are safeguarded and maintained appropriately, and return such equipment to the Department at the end of the program.

JOPLIN CITY HEALTH DEPARTMENT
Public Health Emergency Preparedness Budget
FY21 (July 1, 2021 - June 30, 2022)

Category	Budget	Automatic adjustment for costs allowed for Indirect Calculation (for calculation purposes only)
Personnel Services	24,973	24,973
Fringe Benefits	10,727	10,727
Travel	50	50
Equipment (*see definition below)		
Supplies		0
Other	3,448	3,448
Contractual		
Subcontractor #1 (Enter Name)		0
Subcontractor #2 (Enter Name)		0
Subcontractor #3 (Enter Name)		0
Subcontractor #4 (Enter Name)		0
Subcontractor #5 (Enter Name)		0
Total Direct Costs	39,198	
Indirect (Administrative) Cost	0	
TOTAL CONTRACT	**39,198**	

Allowed cost for the calculation of Indirect (Administrative) Costs:	39,198.00
If your organization does not have an approved federally negotiated Indirect Cost Rate, enter rate you are requesting.	0.00%
Does your organization have an approved federally negotiated Indirect Cost Rate? (Enter Yes or No)	No
Provide in the space below a summary of how you calculated your Indirect (Administrative) Costs in accordance with your federally negotiated rate. Enter the allowed Indirect (Administrative) Cost in the blue cell C27. Attach a copy of your approved Indirect Cost Rate agreement.	

MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES

CONTRACT FUNDING SOURCE(S)

The Contract Funding Source(s) identifies the total amount of funding and federal funding source(s) expected to be used over the life of this contract. The CFDA number is the pass-through identification number for your Schedule of Expenditures of Federal Awards (SEFA), if one is required. You may reconcile your financial records to actual payment documents by going to the vendor services portal at https://www.vendorservices.mo.gov/. If the funding information is not available at the time the contract is issued, the Contractor will be notified in writing by the Department. Please retain this information with your official contract files for future reference.

Tracking #	48520	**State:** 0%	$0.00	**Federal:** 100%	$89,230.00
Contract Title:	PUBLIC HEALTH EMERGENCY PREPAREDNESS				
Contract Start:	7/1/2020	**Contract End:**	6/30/2022	**Amend#:** 02	**Contract #:** DH210048520
Vendor Name:	JOPLIN CITY HEALTH DEPARTMENT				

CFDA: 93.069	**Research and Development:** N				
CFDA Name:	PUBLIC HEALTH EMERGENCY PREPAREDNESS				
Federal Agency:	DEPARTMENT OF HEALTH AND HUMAN SERVICES / CENTERS FOR DISEASE CONTROL AND PREVENTION				
Federal Award:	1NU90TP922019-01, 6NU90TP922019-01, 6NU90TP922019-02				
Federal Award Name:	MISSOURI PHEP COOPERATIVE AGREEMENT				
Federal Award Year:	2019	**DHSS #:** 19PHEP		**Federal Obligation:**	$10,834.00

CFDA: 93.069	**Research and Development:** N				
CFDA Name:	PUBLIC HEALTH EMERGENCY PREPAREDNESS				
Federal Agency:	DEPARTMENT OF HEALTH AND HUMAN SERVICES / CENTERS FOR DISEASE CONTROL AND PREVENTION				
Federal Award:	5NU90TP922019-02, 6NU90TP922019-02				
Federal Award Name:	MISSOURI PHEP COOPERATIVE AGREEMENT				
Federal Award Year:	2020	**DHSS #:** 20PHEP		**Federal Obligation:**	$39,198.00

CFDA: N/A	**Research and Development:** *				
CFDA Name:	*				
Federal Agency:	*				
Federal Award:	*				
Federal Award Name:	*				
Federal Award Year:	*	**DHSS #:** ZZZ-PENDING FOA		**Federal Obligation:**	$39,198.00

*** The Department will provide this information when it becomes available.**

Project Description:

To demonstrate measurable and sustainable progress toward achieving public health and healthcare preparedness capabilities and promote prepared and resilient communities.

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2021-520 – Approving a budget amendment for FY 2021

MEETING DATE
September 7, 2021

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2021-520 Ordinance; Schedule "A" Budget Amendment

REVIEWED BY
Department Head: Leslie Haase; City Attorney: Peter Edwards; City Manager: Nick Edwards

SUMMARY
This Council Bill amends the adopted 2020-2021 Budget of the City of Joplin.

BACKGROUND
In compliance with Charter regulations and accounting principles, the proposed adjustment is required to ensure that department expenditures do not exceed approved budget appropriations.

Here is the explanation for the items in Schedule A:

- Amending the Fire Operations budget in the amount of $20,000.00 to repair the HVAC Ducting and install Insulation at Fire Station #2.

The purpose of the budget amendment is to recognize changes that have occurred since the annual budget was adopted. This budget amendment increases expenditures by $20,000.00.

FUNDING SOURCE
This item is not applicable for budget amendments.

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

COUNCIL BILL NO. 2021-520 **ORDINANCE NO.**

AN ORDINANCE amending the Annual Budget of the City of Joplin for the Fiscal Year 2020-2021 as adopted by Ordinance 2020-156 on October 19, 2020, to adjust appropriations and containing an emergency clause.

WHEREAS, the City of Joplin, Missouri passed Ordinance 2020-156 on October 19, 2020, which estimated revenues and appropriated funds for the fiscal year 2020-2021, and

WHEREAS, the Council of the City of Joplin has previously approved the programs and projects which require additional appropriations for completion.

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

Section 1. That fiscal year 2020-2021 budgeted appropriations as adopted by Ordinance 2020-156 be amended by increasing appropriations by the total amount of Twenty Thousand Dollars and No Cents ($20,000.00) for the purposes and amounts as shown in Schedule "A" attached hereto.

Section 2. That the Director of Finance is hereby directed to make all necessary entries on the City records to show the increase in appropriations.

Section 3. This Ordinance is declared by the City Council to be an emergency within this meaning of Section 2.12 (4), of the Home Rule Charter of the City of Joplin, Missouri, in order to continue the day-to-day operations of the City and as such shall become effective immediately upon its passage.

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

of _____, 2021, by a _____vote.

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

SCHEDULE A

CITY OF JOPLIN
BUDGET AMENDMENT
2020-2021 ADOPTED BUDGET
7-Sep-21

FUND	ACTIVITY	ACCOUNT	DESCRIPTION		REVENUES	EXPENDITURES
001	General Fund					
				$	-	
	Fire Operations	001-6002-510-4105	Property Repairs & Maintenance			20,000
	Total General Fund			$	-	20,000
	Grand Total			$	-	20,000

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2021-608 – Approving a contract with RAVENii, LLC., for Co-Managed Services and Network Upgrades

MEETING DATE
September 7, 2021

ORIGINATING DEPT
Information Technology

ATTACHMENTS
CB 2021-608 Ordinance; Exhibit "A" RAVENii MSA Contract; RAVENii Bid Response; City of Joplin RFP 2021-RFP-11; 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 to fulfill the scope of work outlined in the RFP and their subsequent response for a one year period.

BACKGROUND
As everyone is aware, the City of Joplin fell victim to a cyber attack on or around July 7th of this year. At the direction of the City Manager, staff prepared an RFP for the purpose of strengthening our cyber position and responsiveness. The RFP was issued on August 4th with a due date of August 20th. The City staff recently completed its assessments of the bids. This is a summary of the bid evaluation process.

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

- RAVENii, LLC
- Stealth
- MGT Consulting
- Allegiant
- Yellow Dog Networks
- Netsolus
- SSI
- Covenant
- eSENTIRE
- Stronghold Data
- Red Canary (did not bid entire scope of work)

A city staff team was assembled to assess the bids as set forth in the RFP. The team was Mark Morris, Lane Starchman, Leslie Haase, AJ Whistler, and Chief Sloan Rowland. 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 96.10. RAVENii, LLC was the unanimous 1st choice with the 2nd respondent receiving an overall average score of 91.30

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 $197,046.00.

FUNDING SOURCE
General Fund

RECOMMENDATION
Staff recommends approval of this council bill on an emergency basis due to the sensitivity and complexity of the monitoring.

COUNCIL BILL NO. 2021-608 **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 emergency clause.

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. This Ordinance is declared by the City Council to be an emergency within this meaning of Section 2.12 (3), of the Home Rule Charter of the City of Joplin, Missouri, in that said Ordinance impacts the Public Safety.

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

of _____, 2021, by a _____vote.

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

NOTICE TO BIDDERS

The City of Joplin, Missouri will accept sealed bid proposals until 10:00 A.M., Friday, August 20th, 2021 at the Joplin Information Technology Department located at 602 South Main Street, Joplin, Missouri, 64801 to PURCHASE the following:

CO-MANAGED NETWORK SERVICES & UPGRADES

Specifications and bid forms are available from Mark Morris, IT Department, by calling 417-624-0820 ext. 1247 or by writing to the address indicated above. Any bids received after the specified deadline will be returned to the vendor.

The City reserves the right to evaluate all bids, to reject any or all bids and re-bid at a later date. The City may waive any irregularities in the bid or negotiate variances from specifications and make awards that are in the best interests of the City. The City will have the final decision in all matters regarding acceptance of bids and issuance of awards.

The City encourages minority and female owned businesses to submit bids on all City purchases.

Leslie Haase, CPA
Finance Director

Publication Date: Wednesday, August 4, 2021

NOTICE OF REQUEST FOR PROPOSAL

REQUEST FOR PROPOSAL NO. 2021-RFP-11

Co-Managed Network Services & Upgrades

RFP Due Date: 10:00 A.M., August 20, 2021

Location: City of Joplin
IT Department
602 S. Main St.
Joplin, MO 64801

Staff: Mark Morris, IT Director
Email: MMorris@joplinmo.org

Phone: 417-624-0820 ext 1247

Proposals will be received by the IT Department at the specified location until the time and date cited above. Only proposals received by the correct time and date will be recorded.

Proposals must be submitted in an envelope with the Request for Proposal number and the Vendor's name and address clearly indicated on the envelope. All proposals must be completed in ink or typewritten and submitted by the time and date above.

Firms are strongly encouraged to carefully read the entire Request for Proposal.

August 4, 2021
Issue Date

1.0 SCOPE OF WORK

The City is interested in obtaining the services of an IT support services firm. The City is interested in a qualified firm capable of taking a creative and innovative approach to assessing the security needs of our network, the possible future options for securing and enhancing our network, while obtaining open-ended input about those options from City IT staff. The City is soliciting competitive proposals to perform this work.

The selected firm will provide IT co-managed services in cooperation with the City of Joplin IT staff and at the direction of the City of Joplin IT Director.

Services may include, but are not limited to, the following:

• General Support-defined as Tier 1 support. Depending upon emergent situations and availability of City IT staff, support firm may be called upon to provide end-user support either remotely or on-site, as conditions warrant.

• Endpoint Security – Propose and manage Anti-Virus/Anti-Malware protection including real-time endpoint notification

• Server Security – Propose and manage cybersecurity solutions with advanced threat protection, virus /malware protection, and visibility into encrypted traffic

• Network Protection – Propose and manage protection for our cloud-based DNS connections, network, and users from cyberattacks at the domain level. Propose and assist NW Administrator with network segmentation and best practices as related to cyber security.

• Daily Health & Safety Checks – 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 – Deliver 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 – The selected firm will come onsite once a quarter for a physical inspection of the City's infrastructure, perform a network and security assessment, and ensure our technology is properly aligned to best practices and our business goals.

• Annual CyberSecurity Training of all City employees that use a computer; including City Council.

• Annual Penetration Testing & Periodic Phishing & Email Security tests. Results to be captured and reported back to City IT Director. Follow-up training and recommended best practices for offenders.

• Firewall IPS/IDS with 24/7 Monitoring (3rd party threat detection)

• Long-term Network Advisement and Infrastructure Enhancement – The selected firm will be tasked with working directly with City of Joplin Network Administrator, to bring long-term structure, stability, and enhancements.

• Incident Response plan & preparation. Coordinate and train City IT staff on future incident response roles & participation. Annual "exercise" on incident response & mitigation plan.

• Air Gap Backup & Recovery. Assist NW Administrator with proposed changes to existing backup appliance and recommend future enhancements. Including, but not limited to IMAGE LEVEL offsite backups of ALL on-premise servers.

• SOC for CyberSecurity. Establish systems and controls to satisfy SOC reporting requirements as it relates to the CyberSecurity framework and monitoring.

• Joplin's IT Footprint –

o The City currently has 24 servers (a mix of virtual and physical).
o Office 365—Microsoft Enterprise EA customer
o ESRI / ArcGIS SGEA (Small Govt Enterprise Agreement)
o VOIP phone system
o 20 sites connected via routed Fiber
o 550 client workstations and/or laptops
o existing switching, firewall, endpoint, IPS/IDS details are available upon request

Content Requirements

Each Proposal shall include the following:

The Proposal must detail how the Firm will provide the Scope of Services required by this RFP and the cost of providing those services. Price guarantees should be included if applicable. Firms are encouraged to present in their Proposals any alternate or creative means of providing any item specified in the Scope of Services, and the effect that would have on the proposed prices.

Company Profile

Provide the following information relative to your firm:

A. Firm name and business address, including telephone and facsimile numbers, and e-mail address.
B. Year established (include former firm names and year established). Identify the country and state in which the firm was incorporated or adopted.
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.
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.

Organizational Structure

Describe your firm's organizational structure and discuss how you anticipate organizing your project team for this engagement.

Key Staff Resumes

Provide a listing of key technical team members who will be involved and their role(s)

Experience and Qualifications

Set forth your experience and qualifications as they relate to the proposed project in terms of technical scope, tasks involved, deliverable products, and other elements of the work as they relate to the evaluation criteria and all requirements of this RFP. The Proposal should provide all information which the firm considers pertinent to its qualifications for performing the work called for by the RFP.

References

Each Firm must furnish a minimum of three (3) references. References should be listed for similar type work as requested in this RFP. Each reference must identify and describe the project worked on and specify the originating and final project manager for the party providing the reference. References may or may not be reviewed or contacted, at the sole discretion of the City.

Administrative Requirements

RFP Schedule

The City anticipates that the following timetable will apply to this RFP. The dates following the August 4, 2021 RFP issue date are subject to change:

Activity	Date
RFP issued	August 4, 2021
RFP Due Date	August 20, 2021
Vendor Selection	August 24, 2021
Complete Contract	August 26, 2021
Present Contract to Council for Approval	September 7, 2021
Firm Commence Work	Sept 13, 2021

Addenda to the RFP and Requests for Information:

The City may, at its sole discretion, issue Addenda to this Request for Proposals containing responses to questions and requests for information, clarifications or revisions of the RFP,

or any other matters that the City deems appropriate. Addenda will be issued to those to whom the City sent the original RFP.

Any question, request for clarification, or request for additional information regarding this RFP should be submitted no later than August 11, 2021 via e-mail to mmorris@joplinmo.org, or in writing, to Mark A Morris (Attn: RFP#2021-RFP-11), City of Joplin, 602 S. Main St., Joplin, MO 64801. No oral response by any employee or agent of the City shall be binding on the City or shall in any way be considered a commitment by the City. If a Firm finds any inconsistency or ambiguity in the RFP, the Firm is requested to contact the IT Department, at the above address.

2.0 Proposal Selection and Evaluation

Proposal Evaluation Process

Proposals, which the City determines in its sole discretion, that are deemed responsive to this RFP, will be reviewed and evaluated by the City. Proposals will be evaluated, in part, according to whether the Firm meets the minimum qualifications and submits a proposal complying with all the requirements of this RFP.

Evaluation of vendor proposals will be based on the following criteria:

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

Responsibility for Costs

The Firm shall be fully responsible for all costs associated with the development, preparation, transmittal, and submission of any Proposal or material submitted in response to this RFP. The City assumes no contractual or other obligations as a result of the issuance of this RFP, the preparation or submission of a Proposal by a Firm, the evaluation of Proposals, or the selection of any Firm for further negotiations.

Contract Terms and Conditions

The City may condition award of the Contract on the Firm’s acceptance of the terms and conditions contained in the form of agreement attached hereto and made a part hereof as Exhibit A. Firm may submit with its Proposal, written objections to the terms and conditions established in this RFP and/or agreement by identifying the specific section(s) and paragraph(s) objected to, stating the reason(s) for the objection and proposing alternative terms. Should Firm object to any of the terms and conditions established in this RFP, including the form of agreement, the City reserves the right, in its sole discretion, to permit

Firm to rescind any or all such exceptions at any time prior to award of a contract. The City, in its sole discretion, may evaluate proposals according to whether the Firm objects to terms and conditions and if Firm does object, the number and type of objections. In no event shall the City's selection of a Firm for further negotiations constitute acceptance of any objection or proposed alternative to the terms and conditions established in this RFP. The City reserves the right, however, to add, delete, revise, or negotiate terms and conditions different than those included in the RFP, if, in the sole judgment of the City, it is in the best interest of the City to do so.

Exhibits

The following exhibits are referenced in this RFP, incorporated into and made a part of this RFP:

A. City of Joplin Standard Professional Services Agreement

3.0 FORMAT AND CONTENT OF PROPOSAL

Proposal Terms and Conditions

The following terms and conditions apply to submitting proposals in response to this Request for Proposal:

Request for Additional Information

The proposer shall furnish such additional information as the City of Joplin may reasonably require. The City reserves the right to make investigations of the qualifications of the proposer as it deems appropriate.

Acceptance/Rejection/Modification to Proposals

The City reserves the right to negotiate modifications to proposals that it deems acceptable, reject any and all proposals, and to waive minor irregularities in the procedures.

Proposals Binding

All proposals submitted shall be binding for one hundred twenty (120) calendar days following the opening.

Proposer's Certification

By submitting a proposal, the proposer certifies that the proposal has been fully read and understood. The proposer has full knowledge of the scope and nature and quality of work to be performed. The proposer further certifies that no employee of the City has any direct or indirect financial interest in any resultant contract, and that no gratuities will be offered or provided to the City of Joplin employees or their family members.

Non-exclusive Contract

The agreement resulting from this RFP shall be a non-exclusive contract, and the City reserves the right to purchase same or like services from other sources the City deems necessary and appropriate.

Late proposals

Proposals received by the City after the time specified for receipt will not be considered. Proposers shall assume full responsibility for timely delivery of the proposals to the location designated for receipt of proposals. The City of Joplin is not responsible for the U.S. Mail or private couriers regarding mail being delivered by the specified time so that a proposal can be considered. All proposals will be received at the time and place specified and made available for public inspection when an award decision is made.

Completeness

All information required by the Request for Proposal must be supplied to constitute a legitimate proposal. The City of Joplin reserves the right to use any and all information presented in any response to the Request for Proposal. Acceptance or rejection of the RFP does not affect this right.

Execution of Agreement

It is anticipated the City will make their selection of a firm by June 12, 2020. The successful proposer shall enter into a contract with the City for the performance of work awarded to him and shall simultaneously provide any required bonds, indemnities and insurance certificates prior to the commencement of work. A copy of the sample agreement is attached. Failure to comply within the established deadline for submittal of required documents may be grounds for cancellation of the award.

4.0 SUBMISSION OF PROPOSALS

In order for the City to adequately compare proposals and evaluate them uniformly and objectively, all proposals shall be submitted in accordance with this format. The proposal should be prepared simply and economically, providing straight-forward and concise information as requested.

Proposal Due Date

Sealed proposals with one (1) original and two (2) complete copies will be received at the IT Department no later than 10:00 a.m. August 20, 2021. Proposals will not be accepted after this time. Proposals shall be addressed as follows:

For Mail or Hand Delivery Only
CITY OF JOPLIN
MARK A MORRIS, DIRECTOR OF INFORMATION TECHNOLOGY
602 S. MAIN ST.
JOPLIN, MO 64801
Submitted envelopes should be marked: "REQUEST FOR PROPOSAL NO. 2021-RFP-11: Co-Managed Network Services & Upgrade"

Amendments

If it becomes necessary to revise or amend any part of this Request for Proposal, the City will furnish the revision by written Amendment to all prospective proposers who received an original Request for Proposal.

Proposal Evaluation Process

The steps and activities in the proposal process will include the following:

The City will review and evaluate all proposals submitted in response to this Request for Proposals (RFP). The City shall conduct a preliminary evaluation of all proposals based on the information provided and other evaluation criteria as set forth in this Request for Proposals or as reasonably determined by the City.

The City will first review each proposal for compliance with the minimum qualifications and mandatory requirements of the RFP. Failure to comply with any mandatory requirements may disqualify a proposal.
Proposals will then be evaluated and rated in accordance with the evaluation criteria. A shortlist will be developed listing the highest ranked proposals.

The City will confer with all responsible proposers who have been short listed and may arrange, if necessary, for interviews/presentations by the short-listed firms.

The City reserves the right to conduct pre-award discussions and/or pre-contract negotiations with any or all responsive and responsible proposers who submit proposals determined to be reasonably acceptable of being selected for award. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals and such revisions may be permitted after submission of proposals and prior to award of a contract.

The City reserves the right to reject any and all proposals and to waive minor irregularities. The City further reserves the right to seek new proposals when such a procedure is reasonable and in the best interests of the City to do so.

CITY OF JOPLIN, MISSOURI
BID PROPOSAL RESPONSE FORM

The City is seeking bids by unit price or as a total annual price for all services requested in Section 1.0 Scope of Work. The City will have the right to award this contract either in total (Option 2) or by electing individual services from the below items (Option 1) based on the bid response price. Please use the below bid proposal response form.

Option 1: Item Description	**Bid Price**
General IT Support, as needed	
_____	
Endpoint Security	
_____	
Server Security	_____
Network Protection	_____
Daily Health & Safety Checks	_____
Weekly Reporting	_____
24/7 Monitoring	_____
Quarterly Assessment	_____
Annual Cyber-Security Training	_____
Annual Penetration/Periodic Security Tests	_____
Firewall IPS/IDS with 24/7 Monitoring	_____
Network Advisement & Infrastructure Enhancement	_____
Incident Response Plan & Preparation	_____
Air Gap Backup & Recovery	_____
Cyber-Security SOC	_____

Option 2: All-Inclusive	**Bid Price**
Annual All-Inclusive Service Including All Items included in Scope of Work	_____

“NOTICE: This Agreement is included as a sample only and should not be considered a final document. Any agreement between the City and a successful bidder may be significantly different than the agreement attached following legal review.

EXHIBIT A

CONTRACT NO._____

ADDRESS & PHONE OF CITY
Information Technology Department
602 South Main Street
Joplin, MO
417-624-0820 ext. 1247

NAME, ADDRESS & PHONE OF FIRM

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2021, by and between the City of Joplin, a municipal corporation of the State of Missouri, hereinafter referred to as the "City" with offices at 602 South Main, Joplin, Missouri and Firm hereinafter referred to as the "Firm."

WITNESSETH:

WHEREAS, the City of Joplin desires to engage the Firm to render certain services hereinafter described in Request for Proposal 2021-RFP-10 which Request for Proposal is attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the Firm submitted a proposal dated August 20, 2021 which proposal is attached hereto and incorporated herein as Exhibit B; and

WHEREAS, the Firm has become the lowest and best Offeror for performing the services listed in the Notice of Award, which Notice of Award is attached hereto and incorporated herein as Exhibit C;

NOW, THEREFORE, the parties to the contract agree to the following:

1. The City agrees to engage the Firm and the Firm agrees to perform, in strict accordance with Exhibit A, and within the time specified therein, the services set forth in Exhibit C.

2. The services of the Firm shall commence only as authorized in writing by City purchase order or other written notice and shall be undertaken and completed as promised by the Firm in Exhibit B. The term of the Agreement shall be for the period specified in Exhibit C.

3. The City agrees to pay the Firm in accordance with the prices and terms set forth in Exhibit B for work authorized by City purchase order or other written Notice by the City upon presentation of proper invoice and inspection by the City of work completed by the Firm.

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

5. The Firm shall fully coordinate its activities in the performance of the contract with the activities of the City.

6. The Firm represents that Firm will secure at Firm's own expense; all personnel required to perform the services called for under this contract by Firm. Such personnel shall not be employees of or have any contractual relationship with the City except as employees of the Firm. All the services required hereunder will be performed by the Firm or under Firm's direct supervision and all

personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services. None of the work or services covered by this contract shall be subcontracted without the written approval of the City.

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

8. **Assignment:** The Firm 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 Firm from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City. Any such assignment is expressly subject to all rights and remedies of the City under this agreement, including the right to change or delete activities from the contract or to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this agreement, though City will attempt to so notify any such assignee.

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

10. **Modification of Contract:** The Scope of Work to be done under the Contract shall be subject to modification and supplementation upon the written Agreement of the duly authorized representatives of the Contracting parties. No provision in the Contract shall be changed or modified without the execution of a formal amendment to the Contract, mutually agreed to by the City and the Firm and processed through the Division of Purchases. Upon request by the City, the Firm shall provide an estimate of cost of any additional work or services to be incorporated by a modification to the Scope of Work and the Contract.

11. **Contract Documents:** The agreement between the City of Joplin and the Firm shall consist of (1) The Contract form which embodies the requirements contained herein, (2) the Request for Proposal, and any amendments thereto and, (3) the proposal, as accepted, submitted in response to the Request for Proposal. In the event of a conflict in language between the documents referenced above, the provisions and requirements set forth and/or referenced in the Contract shall govern over all other documents, and the Request for Proposal and amendments thereto shall govern over the Firm's Proposal and amendments thereto. However, the City reserves the right to clarify any Contractual relationship in writing with the concurrence of the Firm, and such written clarification shall govern in case of conflict with the applicable requirements stated in the Request for Proposal or the Firm's proposal. In all other matters not affected by the written clarification, if any, the Request for Proposal shall govern. The Firm is cautioned that the proposal shall be subject to acceptance without further clarification.

12. **General Independent Firm Clause:** This agreement does not create an employee/employer relationship between the parties. It is the parties intention that the Firm will be an Independent Firm 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 Contributions 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 Firm will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Firm's activities and responsibilities hereunder. The Firm agrees that it is a separate and independent enterprise from the public employer, that is has a full opportunity to find other business, that is 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 Firm and the City, and the City will not be liable for any obligation incurred by the Firm, including but not limited to unpaid minimum wages and/or overtime premiums.

13. The Firm shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Workers Compensation Program of the City.

14. **Certification of Non-Resident/Foreign Firms:** If the Firm is a foreign corporation or non-resident Firm, it is agreed that the Firm shall procure and maintain during the life of this contract:

    A. 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 RSMo.

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

15. **Nondiscrimination:** The Firm agrees in the performance of this contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, or political opinion or affiliation, against any employee of Firm or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.

16. Firm covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this contract. The Firm further covenants that in the performance of this contract no person having such interest shall be employed.

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

18. The certificates of insurance, including evidence of the required endorsements of the policies shall be filed with the City of Joplin within ten (10) days of the date of receipt of the Award of the contract to the Firm and prior to the start of work. 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 insurance. Such notices shall be mailed, return receipt requested to:

    City Attorney
    City of Joplin
    602 South Main
    Joplin, MO 64801

19. **Liability and Indemnity:**

A. In no event shall the City be liable to the Firm 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 Firm 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 there under (the Firm 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 Firm.

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

20. **Conflict of Interest:** No salaried officer or employee of the City and no member of the City Council shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the contract void. Any federal regulations and applicable provisions in RSMo. Chapter 105 shall not be violated.

21. **Entire Agreement:** This agreement, including the contract documents contained or referenced herein, constitutes the entire agreement between 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.

22. **Waiver:** No provision of the contract documents shall be construed, expressly or by implication, as a waiver by the City of any existing or future right or remedy available by law in the event of any claim of default or breach of contract.

23. **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.

24. **Notices:** All notices required or permitted hereunder and required to be in writing may be given by first class mail addressed to Division of Purchases, 602 South Main, Joplin, Missouri, 64801, and the Firm at the address indicated. The date of delivery of any notice shall be the date falling on the second full day after the day of its mailing.

IN WITNESS WHEREOF the parties have hereunto set their hands and seal the date first above written.

CITY OF JOPLIN, MISSOURI

By: _____
City Manager

FIRM

_____
Company Name

By: _____
Signature

Name: _____
Print or type

Title: _____

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN MISSOURI

REQUEST FOR PROPOSAL NO. 2021-RFP-11: Co-Managed Network Services & Upgrade

COPY

AUGUST 20, 2021

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

RAVENii

RFP NO. 2021-RFP-11 | CONTENT REQUIREMENTS

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 4 name, address, and telephone number of the project manager, if different than item A.

RAVENii Project Manager
Heidi Stokes
913-953-7700

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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:

Jeff Shipley | CEO & Executive Sponsor
Michael Yelland | Chief Security Officer & Executive Sponsor
Eric Helm | VP of Network Engineering & Architecture & Executive Sponsor
Ashley Bell | Senior SOC Analyst
David Griffin | Senior SOC Analyst
Ray Panfil | Senior Information Security Advisor
Travis Salsbury | SOC Manager
Heidi Stokes | Cybersecurity-Business Development Executive & Project Manager

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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 | Ashley Bell
Senior SOC Analyst | David Griffin

RAVENii's City Team Resumes:

JEFFREY S. SHIPLEY, CHIEF EXECUTIVE OFFICER

Summary:

25 years of proven change agent with extensive experience in all aspects of information technology and executive leadership in healthcare insurance. Vast experience with technology platforms, vendor relations, information security, customer service and an in-depth understanding of emerging technologies.

Experience:

Leadership

Served as CEO for an Innovation/Cloud Strategy consulting company that he co-founded. Corporate spin-offs and emerging startups looking to rapidly accelerate the growth of new business models. They are a strategy collective focusing purely on getting the biggest idea to market fast.

Also served as Vice President and Chief Information Officer of Blue Cross and Blue Shield of Kansas City. In this role, Jeff is responsible for leading a responsive IT organization that consistently and efficiently delivers results by aligning technology with business goals while providing business/system high availability and performance.

Additionally, serves as Chairman of the Operations Committee, sits on the Board of Directors for Big Brothers and Big Sister of Kansas City, and the President of the Odessa Optimist Youth Wrestling Board.

Education, Certifications & Qualifications:

Bachelor of Science Degree in Actuarial Science
Master of Business Administration

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

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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, IIoT 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 NETWORK ENGINEERING & ARCHITECTURE

Summary:

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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)

ASHLEY BELL, SENIOR SECURITY OPERATIONS CENTER ANALYST

Summary:

3 years of experience in Help Desk, Network Monitoring and Reporting, Firewall Management, 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, PF Sense, Palo Alto, MixMode, Carbon Black, FortiGate, FortiManager, SonicWall, Cylance, MS Office Suite, O365, MSP 360 (Backup), Adobe Suite.

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Experience:

Security Operations Center Analyst

Record, manage and monitor technology and processes for managed security services. Network monitoring, security research, firewall, endpoint security, incident response, and security event/log analysis.

Education, Certifications & Qualifications:

Master of Science – Cyber Security++
FortiManager
SonicWall

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+

RAY PANFIL, SENIOR INFORMATION SECURITY ADVISOR

Summary:

30 years of experience in all aspects of information technology, specializing in Information Security and GRC within public and private sectors such as telecommunications, publishing, energy, automotive, government, healthcare, and manufacturing.

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), MSP 360 (Backup), VMware, DUO, Splunk, Azure, AWS, Python, Gsuite, O365 and PRTG network monitoring.

Experience:

CIO/CSO/CTO

Analyzed acquisition targets to determine technology and process strengths and weaknesses. Evaluated the security status of all subsidiaries and formulate a migration plan based on the

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security strategy. Forwarded security findings to the insurance companies Board and security audit remediation efforts. Conceptualized IT strategic plan for all subsidiary companies. Developed subsidiary safety policies and process manuals and business continuity plans. Manage multiple SOC2 audits, including response, remediation, and board reports. Migrated all subsidiaries from on-premises data centers to Azure and AWS cloud solutions.

Independent Cyber Security Consultant

Perform Security Risk Assessment (SRA) on company operations including its vendor partners, develop remediation plans to address SRA findings, develop a remediation plans for SOC2 audit readiness findings, recommend Technology solutions to address operational issues, develop Security, policy, and Procedures, using CSC Controls based on NIST, project Manage Remediation teams, develop Security Standards and Technology Roadmaps.

Director Information Technology

Manage the delivery web-based solutions, such as the redesign of consumer, member, broker, and provider portals. Establish Mobile Applications Development Program, which included process design, standards, and tool implementation for corporate mobile devices, Blackberry, and Apple operating system (OS) such as iPad and iPhone. Oversaw the design and execution of multiple application development projects. Restructured multiple data centers, involving data warehouse design and implementation, Exchange Server and cable plan replacement, network monitoring tools utilization, centralized firewall management and controls, and disaster recovery planning.

IT Management Consultant, Technical Project Manager, Systems Engineer

Education, Certifications & Qualifications:

NIST
CIS
SOC2
PIC
COSO
HIPAA
CJIS
CMMC

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.

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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+

HEIDI STOKES, CYBERSECURITY-BUSINESS DEVELOPMENT EXECUTIVE & PROJECT MANAGER

Summary:

25 years of experience in managing business relationships and serving as a client advocate. Three years of experience in developing & delivering customized and complex outsourced Cybersecurity solutions to clients. Key responsibilities lie in the management of client communications, education, and project tracking as well as providing personalized attention and support to the client throughout the deployment and installation process.

Clients assisted range from healthcare, insurance, manufacturing, financial, non-profit, municipalities, education, logistics and more. Leveraging the experiences of all clients from their respective industries and verticals allows for a better understanding of how to provide value to existing clients.

Experience:

Business Development & Relationship Management

Client advocate. Responsible for maintaining and growing trusted business relationships with clients and partners. Helping to identify issues and gaps in client environments that need resolved and providing the right solution to solve the problem.

Project Management

Excellent communication and organizational skills. Responsible for facilitating multiple projects. Serving as the hub for communications, task and time management, goal keeping, project tracking and reporting. Liaison between SOC Operations, Engineering, and Management teams for client deployments.

Leadership

Effective problem solver. Extensive experience leading diverse teams through projects, managing expectations and performance, delivering projects on time, and negotiating better rates or outcomes when needed.

Education, Certifications & Qualifications:

Bachelor's in Mass Communications and Journalism
Currently working towards project management professional and CISM certifications

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Application Experience: Jira – Confluence – Salesforce – NetSuite – Prezi – Zoom – MS Office Suite – Teams – ActOn – SharePoint

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:

- General Tier 1 Support for emergent situations and unavailability of the City's IT staff to provide end-user support
- Endpoint Security Monitoring & Anti-Virus/Anti-Malware Protection
- Server 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 of 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.
- Firewall IPS/IDS with 24/7 Monitoring and threat detection
- Advisory for Network & Infrastructure Enhancement to bring long-term structure, stability, and enhancements
- 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

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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
- 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.

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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.

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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 Hacker monitoring
- 24x7 Event Log Collection
- Daily backup of folders or entire systems
- Remote Assistance
- 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.

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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.

Tools that may be utilized:

- Scanning and Enumeration:
- Nmap *I* Nmap Scripting Engine (NSE)
- Netcat
- Ike-scan
- Eyewitness

Vulnerability Scanning:

- Tenable Nessus
- Ikeprobe

Password Attacks:

- Medusa
- THC Hydra

Penetration Testing:

- Metasploit I Armitage
- Misc. Kali Tools
- Ikeforce
- Standalone Exploits
- Veil Framework
- Powershell Empire

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RAVENii's Managed Security Awareness & Phishing Training

RAVENii will provide the SANS 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 SANS 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 Monitoring Service

RAVENii will monitor the City of Joplin's firewalls 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:

- 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

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*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

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- 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:

- ✓ SOCaaS as listed above.
  - Daily Health Checks
  - Weekly Operational Reporting
  - Monthly Executive Reporting
- ✓ Managed Endpoint Protection (Carbon Black) as listed above.
  - Daily Health Checks
  - Weekly Operational Reporting
  - Monthly Executive Reporting
- ✓ Network Security Monitoring as listed above.
  - Daily Health Checks
  - Weekly Operational Reporting
  - Monthly Executive Reporting
- ✓ Firewall Management as listed above.
  - Daily Health Checks
  - Weekly Operational Reporting
  - Monthly Executive Reporting
- ✓ 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.
- ✓ Managed Security Awareness & Phishing Training
  - Managed SANS Security Awareness Training as listed above.
  - Level 1 & 2 Support* (RAVENii will serve as the escalation path for Level 3 Support with SANS)
  - Monthly Executive Report
  - Mapped to Critical Security Controls (vCISO clients)
- ✓ vCISO Advisory Service as listed above.
  - Compliance Framework Assessments, Analysis, and Mapped to CJIS.
- ✓ Managed Backup services as listed above.
  - Daily Health Checks
  - Weekly Operational Reporting
  - Monthly Executive Reporting
- ✓ Web-based Service Desk to open tickets, track workflows, manage devices, alerting and incidents.
- ✓ Reporting as needed for business or compliance requirements.

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Project - Overview

Objective

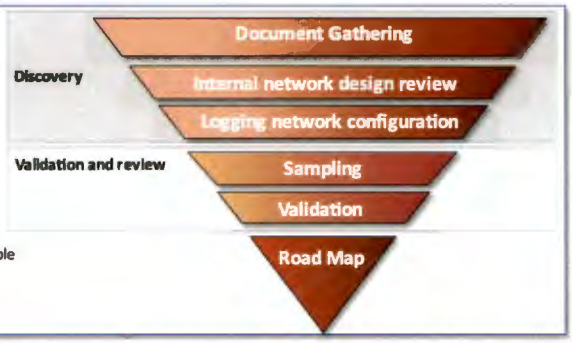
- Replace current log aggregation tool and archive historical logs to gold storage
- Design and deploy MixMode sensors to obtain maximum visibility

Goals

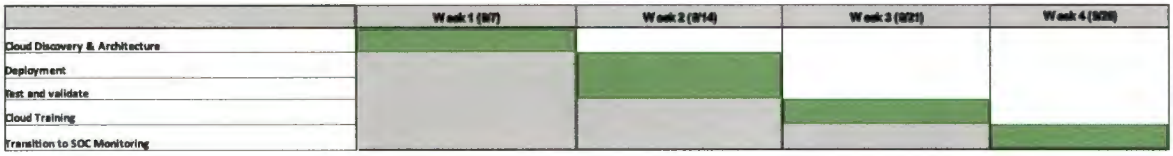
1. **To identify and document the client's current logical and physical security posture**
2. To determine the IP address for the new log aggregator and ship the log collection sensor for install
3. **To develop a set of actionable recommendations to address**

Process

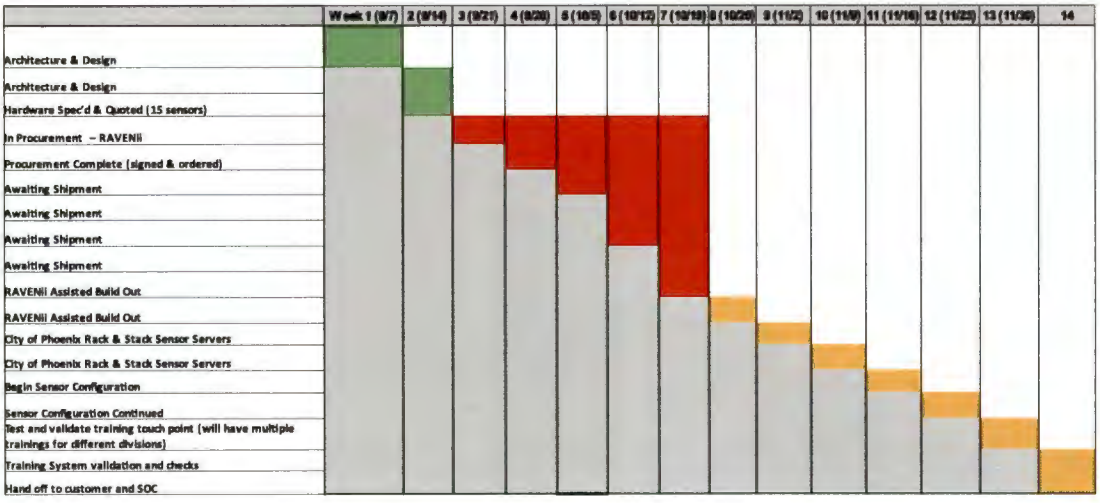
- ☐ Project Scope
- ☐ Kickoff
- ☐ Request current network diagrams
- ☐ Request current logging configurations
- ☐ Request current IP for log destination
- ☐ Prepare internal design for sensor placement
- ☐ Determine # virtual vs # physical
- ☐ Ship new log collection sensor
- ☐ Start with virtual sensors and cloud
- ☐ Procure any physical sensors
- ☐ Validate data flow and taps with each sensor
- ☐ Establish roadmap based on team and timetable



Cloud Sensor Logging Architecture & IT Security Timeline



Network Sensor Logging Architecture & IT Security Timeline



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SAMPLE PROJECT TRACKING

PROJECT TASKS	TASK OWNER	STATUS
Whitelist 10.XXX.100.XXX-XXX	Client	In progress
Grant Domain & Local Admin Access	RAVENii	RAVENii is testing
Service Account Inventory Based on Application (Carbon Black, PDQ, etc.)	RAVENii	RAVENii is testing
Nessus Scanner in San Diego is down	Client/RAVENii	This scanner is down due to the coronavirus. However, access may be restored once connectivity, ACLs, etc. get fixed.
PDQ Deployment Inventory	RAVENii	RAVENii is testing
MixMode Deployment	Client	In progress. The goal is to be online by 12/12/21.
MixMode Cabling & Mitigation	Client/RAVENii	Client is ordering the Cat6 cables. The goal is to be online with MixMode by 12/12/21.
Logging/SIEM Solution	Client	Client reported they are still evaluating solutions. Once a solution is in place, RAVENii will need READ ONLY access.
Managed Firewall Procurement Requirements	Client	FortiManager is installed, Client needs to provide access and visibility to RAVENii. The goal is to be online by 12/12/21.
Firewall Access	RAVENii	RAVENii is testing
PDQ Access	RAVENii	RAVENii is giving Client access to PDQ for inventory management.

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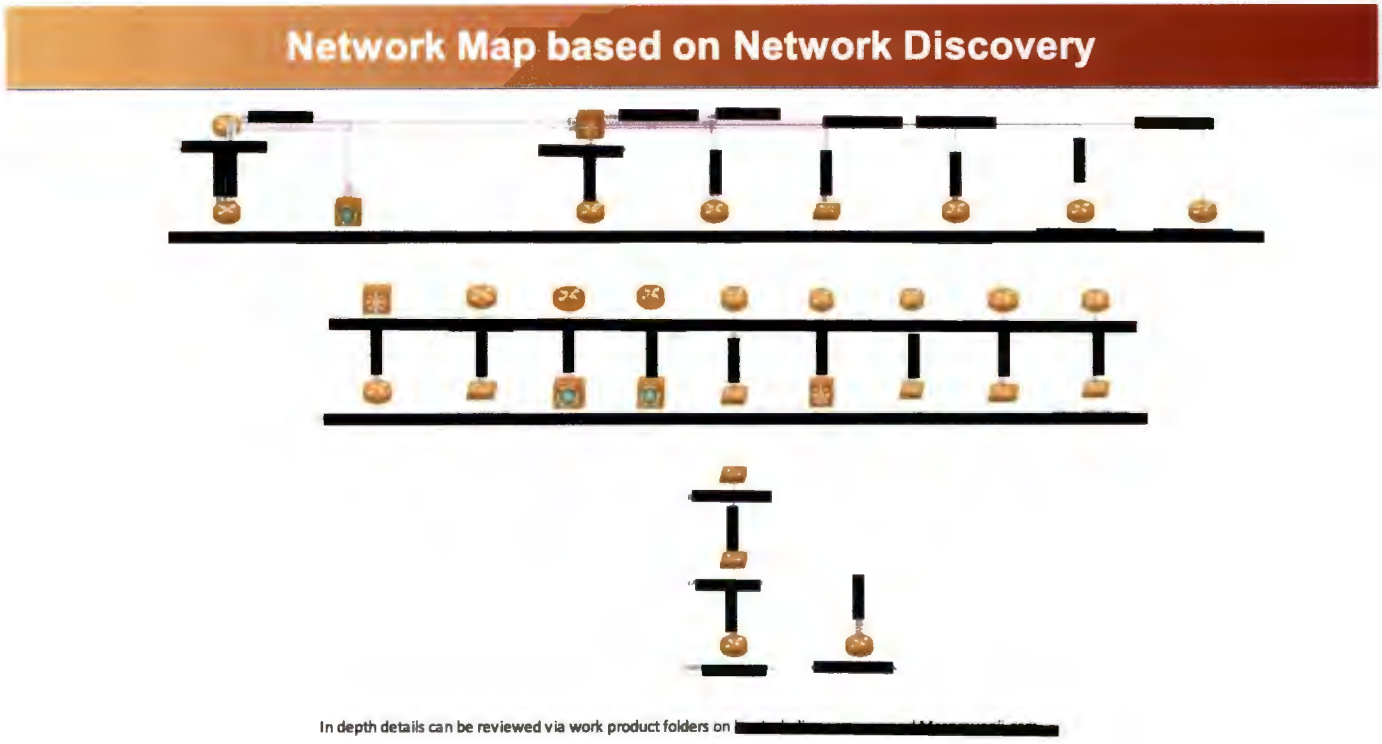
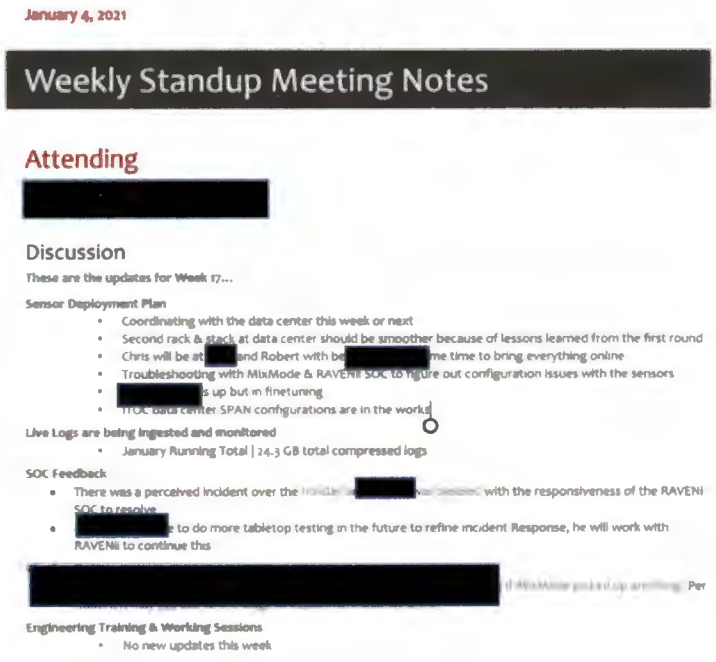
SAMPLE ARCHITECTURE DESIGN



SAMPLE TRACKING NOTES



January 4, 2021

Weekly Standup Meeting Notes

Attending

[redacted]

Discussion

These are the updates for Week 17...

Sensor Deployment Plan

- Coordinating with the data center this week or next
- Second rack & stack at data center should be smoother because of lessons learned from the first round
- Chris will be at [redacted] and Robert with be [redacted] me time to bring everything online
- Troubleshooting with MixMode & RAVENii SOC to figure out configuration issues with the sensors
- [redacted] s up but in finetuning
- TTOC data center SPAN configurations are in the works

Live Logs are being ingested and monitored

- January Running Total | 24.3 GB total compressed logs

SOC Feedback

- There was a perceived incident over the [redacted] with the responsiveness of the RAVENii SOC to resolve
- [redacted] to do more tabletop testing in the future to refine incident Response, he will work with RAVENii to continue this

[redacted] Per

Engineering Training & Working Sessions

- No new updates this week

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Reporting

- Storyboard executive summaries are in the process of being created for C-Levels

Action Items

[redacted]

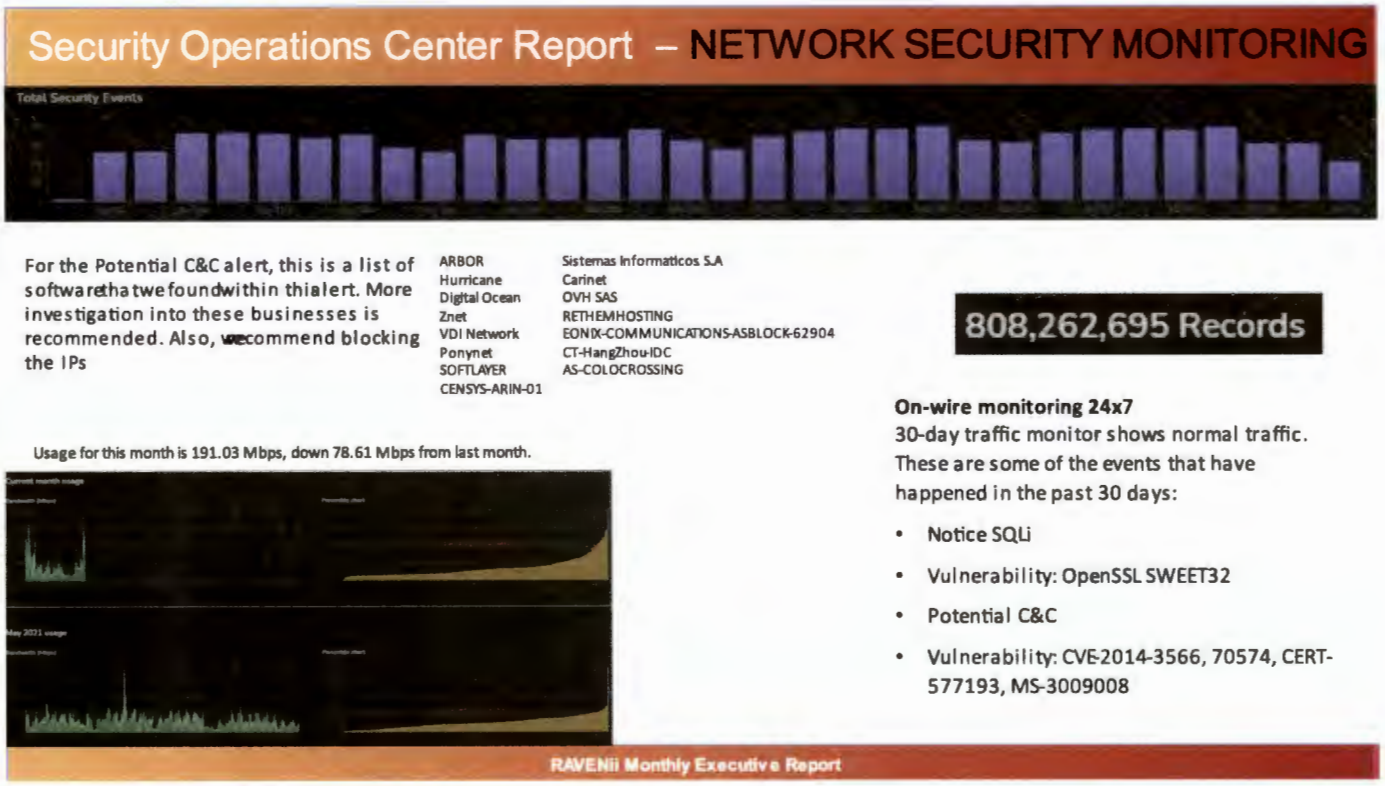
- Back end Stack in [redacted]
- Complete SpanTap configurations [redacted]

[redacted]

- Check to see if anything was picked up by MixMode between the dates of 12/7-12/20 due to the black box pen test

RAVENii

SAMPLE REPORTS & DASHBOARD ACCESS



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Security Operations Center Report – NETWORK SECURITY MONITORING

- Vulnerability: CVE-2014-3566, 70574, CERT-577193, MS-3009008

The SSL protocol 3.0, as used in OpenSSL through 1.0.1i and other products, which makes it easier for man -in-the-middle attackers to obtain cleartext data via a padding-oracle attack, aka the "POODLE" issue.

The POODLE attack can be used against any system or application that supports SSl3.0. This affects most current browsers and websites, but also includes any software that either references a vulnerable SSl/TLS library (e.g. OpenSSL) or implements the SSL/TLS protocol suite itself. By exploiting this vulnerability in a likely web-based scenario, an attacker can gain access to sensitive data passed within the encrypted web session, such as passwords, co okies and other authentication tokens that can then be used to gain more complete access to a websit(impersonating that user, accessing database content, etc.).

Some of the same researchers that discovered the vulnerability also developed a fix for one of the prerequisite conditions. LS_FALLBACK_SCSV is a protocol extension that prevents MITM attackers from being able to force a protocol downgradeOpenSSL has added support for TLS_FALLB ACK_SCSV to their latest versions and recommend the following upgrades

OpenSSL 1.0.1 users should upgrade to 1.0.1j.
OpenSSL 1.0.0 users should upgrade to 1.0.0o.
OpenSSL 0.9.8 users should upgrade to 0.9.8zc.
Both clients and servers need to support TLS_FALLBACK_SCSV to prevent downgrade attacks.
Other SSL 3.0 implementations are most likely also affected by POODLEContact your vendor for details. Additional vendor inf ormation may be available in the National Vulnerability Database(NVD).

orig [redacted]7HURRICANE
resp [redacted]
orig [redacted]7 DIGITALOCEAN -ASN
resp [redacted]
orig [redacted]3 DIGITALOCEAN -ASN
resp [redacted]
orig [redacted]5DEDICATED -FIBER-COMMUNICATIONS
resp [redacted]
orig [redacted]QUICKPACKET
resp [redacted]



Security Operations Center Report – ENDPOINT PROTECTION

Threats

Detected in Last 30 days: 3
Setup_1026.exe = malware (m[redacted]el)
Wavebrowser (pup)= p[redacted]o
Osclient (game launcher) j[redacted]n
All have been auto quarantined



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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 >30d	Exploitable Hosts
Total Vulnerabilities	153	39%	18%	43%	989	12%	8%	100
Critical	5	60%	28%	28%	2	50%	0%	1
High	8	50			13			0
Medium	127	40%	17%	43%	891	13%	6%	100
Low	13			54%	83			0

- Total Vulnerabilities Mitigated this month: 13.40%, down 0.81% from last month.
- Critical Vulnerabilities Mitigated this month: 71.43%, no change from last month.
- High Vulnerabilities Mitigated this month: 38.10%, up 7.67% from last month.
- Medium Vulnerabilities Mitigated this month: 12.48%, down 0.96% from last month.
- Low Vulnerabilities Mitigated this month: 13.54%, down 1.17% from last month.

Security Operations Center Report – Vulnerability Management

Risk Reduction Recommendations

Solution	Risk Reduction	Hosts Affected	Vulnerabilities	VPR	CVSS v3 Base Score
Fix SSL Certificate Cannot Be Trusted	13.19%	108	129		6.5
Fix SSL Self-Signed Certificate	11.96%	103	117		
Fix TLS Version 1.0 Protocol Detection	8.49%	64	83		6.5
Fix SSL RC4 Cipher Suites Supported (Bar Mitzvah)	6.65%	53	65	4.4	5.9
- Force the use of SSL as a transport layer for this service if supported, or/and - Select the 'Allow connections only from computers running Remote Desktop with Network Level Authentication' setting if it is	4.91%	48	48	4.8	
Contact the Certificate Authority to have the certificate reissued	2.45%	28	28	4.4	7.5
Fix Unix Operating System Unsupported Version Detection	1.36%	1	1		10.0
Fix SSH Weak Algorithms Supported	0.82%	8	8		
Fix SSLv3 Padding Oracle On Downgraded Legacy Encryption Vulnerability (POODLE)	0.72%	6	7	5.3	6.8

RAVENii Monthly Executive Report

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SAMPLE COMMUNICATIONS PLAN

RAVENii Security Operation Center
Communications Plan

RAVENii Security Operation Center

Welcome to the RAVENii Security Operation Center for incident response and support requests. We offer a self service portal for opening and tracking requests and a manned 24/7 SOC to handle incoming requests. Please fill out the information below and email a copy to soc@ravenii.com, keep a copy for instructions for accessing the **Service Operation Center**. We look forward to our partnership and providing quality, timely service for your security and infrastructure business needs.

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.**

9864 Marion Ridge
Kansas City, MO 64137
844.317.0944
RAVENii.com

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.**

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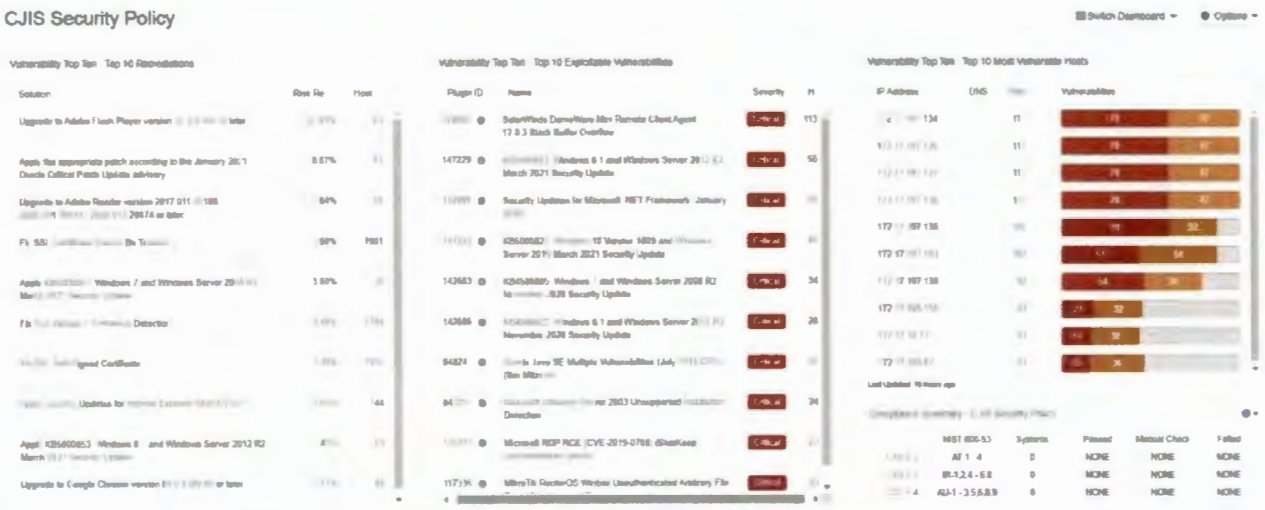
SAMPLE COMPLIANCE & ADVISORY REPORTS

SOC – Compliance view



Critical Security Control Domains

Workstream Tracking

A	B	C	D	E	F	G	H	I	J
ID	CIS Control Detail	NIST CSF	Sample or Baseline	Implemented	Policy	Process	Software or Hybrid Tools	Risk Mitigation	Verification
1.1	Utilize an active discovery tool to identify devices connected to the organization's network and update the hardware asset inventory	Identify	Active Device Discovery System	Yes	Yes	No	LANSweeper KACE		Document Process
1.2	Utilize a passive discovery tool to identify devices connected to the organization's network and automatically update the organization's hardware asset inventory	Identify	Passive Device Discovery System	Yes	Yes	No	WUG, Mikrotik		Document Process
1.3	Use Dynamic Host Configuration Protocol (DHCP) logging on all DHCP servers or IP address management tools to update the organization's hardware asset inventory	Identify	Log Management System / SIEM	No	No	No			Review Control
1.4	Maintain an accurate and up-to-date inventory of all technology assets with the potential to store or process information. This inventory shall include all assets, whether connected to the organization's network or not	Identify	Asset Inventory System	Yes	Yes	Yes	ITEQ		Complete
1.5	Ensure that the hardware asset inventory records the network address, hardware address, machine name, data asset owner, and department for each asset and whether the hardware asset has been approved to connect to the network.	Identify	Asset Inventory System	Yes	Yes	No	ITEQ		Review Control
1.6	Ensure that unauthorized assets are either removed from the network, quarantined or the inventory is updated in a timely manner.	Respond	Asset Inventory System	No	No	No			FortiNAC
1.7	Utilize port level access control, following 802.1x standards, to control which devices can authenticate to the network. The authentication system shall be tied into the hardware asset inventory data to ensure only authorized devices can connect to the network.	Protect	Network Level Authentication (NLA)	No	No	No			FortiNAC
1.8	Use client certificates to authenticate hardware assets connecting to the organization's trusted network.	Protect	Public Key Infrastructure (PKI)	No	No	No			Review Control
2.1	Maintain an up-to-date list of all authorized software that is required in the enterprise for any business purpose on any business system. Ensure that only software applications or operating	Identify	Software Application Inventory	No	No	No	Manual process		Review Control

Critical Security Control Domains

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Roadmap

- **2020 Gap Remediation**
  - **Review FortiGate Security Fabric Implementation and update controls summary**
  - **Review Workstream Tracking worksheet (next session)**
  - **Prioritize on closing out first 6 controls, the basics of CIS, NIST and CJIS**
  - **Focus on creating process documentation**
    - Ravenii will provide templates and work with team on refining
  - **Mixmode remediations**
    - Create workstreams to address AI Events in Mixmode
  - **CSC 20 – Penetration Testing Program**
    - Already do weekly Internal Pen testing with Tenable
    - External Penetration Testing, Cadence, rotation of vendors
    - Down the road Red/Blue Team exercises
  - **Goal: Achieve 3.75 maturity rating**

Critical Security Control Domains

References

RAVENii serves as the Security Operations Center and Managed Security Services Provider for the following clients:

City of Phoenix
Shannon Lawson, ACIO/CISO
(480) 536-3018
Shannon.Lawson@phoenix.gov

City of Overland Park
Tony Sage, CIO
(913) 954-7029
Tony.Sage@opkansas.org

IBT Industrial Solutions
Paul Stubitsch, CIO
913-261-2168
pstubitsch@ibtinc.com

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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
General IT Support, as needed	SOCaaS (includes logging & vulnerability scanning)	**$7500.00***
Endpoint Security	Managed Endpoint Protection | 550 Endpoints	**$3750.00***
Server Security	Network Security Monitoring | 100 Mbps	**$1220.00***
Network Protection	Network Security Monitoring | 100 Mbps	*Included in Network Security Monitoring Pricing*
Security Monitoring	Network Security Monitoring | 100 Mbps	*Included in Network Security Monitoring Pricing*
Daily Health & Safety Checks	SOCaaS	*Included in SOCaaS Pricing*
Weekly Reporting	SOCaaS	*Included in SOCaaS Pricing*
24/7 Monitoring	SOCaaS	*Included in SOCaaS Pricing*
Quarterly Assessment	External Penetration Test & Quarterly Scans | 4 Tests | sub 256 IPs	**$1000.00**
Annual Cyber-Security Training	Managed SANS Security Training | 550 Users	**$575.00***
Annual Penetration/Periodic Security Tests	External Penetration Test & Quarterly Scans / Managed SANS Security Training	*Included in External Penetration Test & Quarterly Scans & Included in Managed SANS Security Training*
Firewall IPS/IDS with 24/7 Monitoring	Firewall Monitoring	**$600.00**
Network Advisement & Infrastructure Enhancement	vCISO Advisory Program	**$1500.00**
Incident Response Plan & Preparation	vCISO Advisory Program	*Included in vCISO Advisory Pricing*
Air Gap Backup & Recovery	Managed Backup Solution | 100 Devices	**$2100.00***
Cyber-Security SOC	vCISO Advisory Program	*Included in vCISO Advisory Pricing*
TOTAL		**$18,245.00**

**Pricing is based on RAVENii providing the licensing 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:

- Security Engineer: $225/hour
- Security Architect: $250/hour
- Security Consultant: $325/hour
- Incident Response: $400/hour

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Option 2: All-Inclusive	**Bid Price**
Annual All-Inclusive Service All Items included in Scope of Work	$16,420.50/Month

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CITY OF JOPLIN
IT CO-MANAGED NETWORK SERVICES
FINAL OVERALL AVERAGE SCORE
25-Aug-21

VENDOR NAME	SCORE	SCORE	SCORE	SCORE	SCORE	TOTAL SCORE	OVERALL AVG SCORE
Ravenii	98.1	98.1	98.1	88.1	98.1	480.5	96.10
Stealth	97.7	95.7	97.7	72.7	92.7	456.5	91.30
MGT Consulting	87	92	92	70	91	432	86.40
Allegiant	84	90	81	72	90	417	83.40
Yellow Dog	83	86	89	67	89	414	82.80
Netsolus	70.4	88.4	84.4	72.4	88.4	404	80.80
SSI	81.4	81.4	81.4	76.4	81.4	402	80.40
Covenant	73	87	71	81	88	400	80.00
Esentire	75	80	81	66	93	395	79.00
Stronghold	60	60	60	55	60	295	59.00

MASTER SERVICE AGREEMENT

This Master Service Agreement (the "***Agreement***") is between City of Joplin, a Missouri Municipality ("***Customer***"), and RAVENii, L.L.C., a Missouri limited liability company ("***RAVENii***"). This Agreement is effective as of the date it is signed by the last to sign of Customer and RAVENii (the "***Effective Date***"). The purpose of this Agreement is to set forth the terms and conditions under which Customer will purchase professional services and related software and hardware from RAVENii.

1. **Definitions; Interpretation**.

1.1 Definitions. Capitalized terms used in this Agreement but not defined in context will have the following meanings.

(a) "Affiliate" of a party means a Person controlling, controlled by, or under common control with, that party, for so long as such control relationship exists.

(b) "Confidential Information" means all information (without regard to form), provided by or on behalf of a party (the "discloser") that is disclosed to or observed by or on behalf of the other party (the "recipient"), such information being (1) disclosed in written or other tangible form and plainly marked as "confidential," "proprietary," or the like, (2) disclosed in another manner, with written notice of the confidential or proprietary nature of such information being provided by the discloser to the recipient, or (3) of such nature that a reasonable person would believe it to be confidential and proprietary. Confidential Information includes copies, summaries and other derivatives of Confidential Information. Software, Services, RAVENii's pricing, and the terms of this Agreement are all considered Confidential Information of RAVENii.

(c) "Deliverable" means the work product or work of authorship resulting from RAVENii's performance of Professional Services and is specifically designated as a Deliverable in a Statement of Work. Products, Services, Documentation, Hardware, Tools and Third Party Software are not considered Deliverables.

(d) "Documentation" means user manuals and online help materials related to a Product that are contained in the Product or otherwise made available to Customer by RAVENii.

(e) "Hardware" means third party computers and handheld, mobile, wireless, or other devices and equipment, related documentation, accessories, parts, and upgrades procured by RAVENii and provided to Customer under a Statement of Work.

(f) "Product" means one of RAVENii's software programs, updates to the software program provided in connection with Support, modifications to the software program made by RAVENii, associated Documentation, and all copies of the foregoing. Services, Hardware, Third Party Software, and Deliverables are not considered Products.

(g) "Person" means an individual, a limited liability company, a corporation, a trust, a joint venture, a partnership, a governmental authority or other entity.

(h) "Professional Services" means security monitoring services, support infrastructure services, business and network planning and analysis, design, engineering, installation, integration, customization, systems management, training, security assessments, consulting, or other technical services performed by RAVENii or its Affiliates in accordance with a Statement of Work.

(i) "Statement of Work" means a document that is signed by a duly authorized representative of each party that contains (1) a description of the specific Products, Services, Hardware, Deliverables, and Third-Party Software to be provided by RAVENii, (2) the term during which the Services will be provided, (3) the fees and expenses to be paid by Customer to RAVENii and payment terms, and (4) any additional rights and obligations of the parties. Statement of Works will be substantially in the form of attached Exhibit A.

(j) "Services" means Support and Professional Services.

(k) "Software" means Products, Deliverables, Tools, and Third Party Software.

(l) "Support" means the support and maintenance services provided by RAVENii as described in a Statement of Work and provided in accordance with RAVENii's applicable published specifications, terms and conditions, in effect from time to time.

(m) "Third Party Software" means third-party software programs delivered to Customer by RAVENii as specified in a Statement of Work.

(n) "Tools" mean any diagnostics, test equipment or other items and related documentation used by RAVENii in the performance of Services.

1.2 Interpretation. References to sections, exhibits, and schedules are to sections, exhibits and schedules to, this Agreement. The words "include" and "including" are to be read as if they were followed by the phrase "without limitation". A reference to an agreement means that agreement, as amended and supplemented from time to time, subject to restrictions on amendment or supplementation contained in that agreement. The headings used in this Agreement are for convenience only and do not affect the meaning or interpretation of this Agreement.

2. **Master Agreement**.

2.1 Statement of Works. This Agreement creates a set of agreed-upon terms and conditions under which the parties may enter into separate Statement of Works. All Statement of Works that are entered into under this Agreement will be governed by the terms of this Agreement and are made a part of, and incorporated into this Agreement. In the event of a conflict between a Statement of Work and this Agreement, the terms of this Agreement will control. Each Statement of Work must be signed by both parties and must state that it is made pursuant to this Agreement.

2.2 Affiliates. Customer's Affiliates that are controlled, directly or indirectly, by Customer ("***Controlled Affiliates***") may use Software and Services on the same terms as Customer. References to Customer in this Agreement include Controlled Affiliates using

Software and Services. Customer guarantees its Controlled Affiliates' compliance with the terms of this Agreement. A Customer Affiliate that is not controlled by Customer may use such items only if it becomes a signatory to this Agreement. Customer Affiliates that have signed this Agreement may acquire Software and Services directly from RAVENii by signing a mutually acceptable Statement of Work.

2.3 Delivery. RAVENii will deliver any Software and Hardware by arranging shipping to the address specified in the applicable Statement of Work. Transportation and handling charges are payable by Customer and will be specified in an RAVENii invoice unless otherwise specified in a Statement of Work. RAVENii may elect in its sole discretion to deliver Software by enabling electronic transmission to, or electronic access or download by Customer.

2.4 Electronic File Transfers. The parties will set forth the details of the electronic transfer of any data files between the parties in connection with the performance of Services in the applicable Statement of Work. In connection with such file transfers, each party agrees to comply with the security requirements specified in the applicable Statement of Work, and to use commercially reasonable efforts to safeguard data belonging to the other party that is in its possession or control.

2.5 Changes; Change Orders. Except as set forth in a Statement of Work, changes to the scope or manner of the provision of Services (each a "***Change***") must be set forth in a writing (a "***Change Order***"), clearly identifying the Change and the impact of the Change on the Services and Software, the schedule and the pricing identified in the Statement of Work, and must be signed by authorized representatives of both parties. Once agreed upon by the parties, a Change Order will be incorporated into and become a part of the applicable Statement of Work.

3. **Customer Responsibilities**.

3.1 Dependencies. Customer shall cooperate with RAVENii in the performance of the Services, such cooperation to include the provision of sufficient, free and timely access to Customer's facilities, data, information and personnel and recovery of any Tools by RAVENii. Customer shall fully and timely comply with the general obligations specified in this Agreement and any specific Customer obligations described in the relevant Statement of Work. Customer acknowledges that RAVENii's ability to deliver Services is dependent upon Customer's full and timely cooperation with RAVENii, as well as the accuracy and completeness of any information Customer provides. If Customer fails to comply with its obligations or otherwise cooperate with RAVENii in the performance of the Services, or if the information provided by Customer is not complete and accurate, then RAVENii may unilaterally make appropriate schedule and pricing adjustments to the Services identified in the affected Statement of Work.

3.2 Advice. Customer acknowledges and agrees that the Professional Services provided by RAVENii may include advice and recommendations, but that all decisions in connection with the implementation of such advice and recommendations are the sole responsibility of, and will be made by, Customer.

4. **RAVENii's Personnel**.

4.1 Compliance with Applicable Laws. In performing the Services, RAVENii will comply and will cause all RAVENii personnel to comply, with all laws, ordinances, rules and regulations applicable to RAVENii's performance of the Services.

4.2 Personnel On Site. If any portion of the Services will be performed at Customer's premises, RAVENii's personnel will comply with Customer's site rules at all times while on Customer's premises. Customer will provide RAVENii with a copy of its then-current site rules.

4.3 Access to Customer's Computer Systems. This Section will apply to the extent RAVENii will have direct or remote access to any part of Customer's computer systems in the course of performing Services.

(a) RAVENii and its personnel will use such access solely to perform the Services, and will not attempt to access any Customer system, electronic file, software or other electronic service except as specifically required to perform the Services. RAVENii will limit access to Customer's computer systems to those of its personnel who require such access in order to perform the Services, and will provide Customer with a list of the names of all such individuals and the phone number at which the individual may be reached while connected to Customer's system.

(b) If Customer revises the requirements for access to its computer system, RAVENii will be promptly notified of the changed or additional requirements and will comply with them as a prerequisite to further access.

(c) RAVENii understands and agrees that: (1) any access by RAVENii personnel to Customer's live environment is subject to monitoring by Customer; (2) RAVENii personnel will make no change to any Customer system without Customer's prior approval for the specific change; and (3) all user identification numbers and passwords disclosed to RAVENii and any information obtained by RAVENii as a result of RAVENii's access to or use of Customer's computer and electronic storage systems will be considered Confidential Information of Customer. RAVENii will cooperate fully with Customer in the investigation of any apparent unauthorized access to Customer's computer or electronic data storage systems by RAVENii or its personnel.

(d) RAVENii agrees to use only a remote access method approved by Customer. The remote access connection to the Customer's network will be through the use of the secure VPN tunnel utilizing industry standard security practices.

(e) Customer acknowledges and agrees that the Services may include simulated, attempted and/or actual security breaches to Customer's computer systems.

5. **Compensation**.

5.1 Fees. Each Statement of Work will specify all fees that Customer will pay RAVENii for the Services rendered pursuant to that Statement of Work. Fees for Services set forth in a Statement of Work with a term in excess of 12 months are subject to annual review and increase by RAVENii. In addition, Customer agrees to pay the fees applicable for any change in service level, Software activation or usage beyond the authorized type or level of usage set forth in a Statement of Work.

5.2 Expenses. Unless otherwise set forth in a Statement of Work, Customer will reimburse RAVENii for all reasonable out-of-pocket expenses incurred in the performance of the Services, such as travel, meals, and lodging. Customer shall also pay RAVENii's standard and applicable administration fees.

5.3 Taxes. All fees and other charges specified in Statement of Works are exclusive of, and Customer will pay, all taxes, customs or other duties, levies or fees, or other similar charges imposed on RAVENii or on the Customer by any taxing authority (other than taxes imposed on RAVENii's income) related to delivery of Software, Services, and Hardware as specified in a Statement of Work, unless Customer has provided RAVENii with an appropriate resale or exemption certificate.

5.4 Invoices.

(a) Unless otherwise provided in a Statement of Work, RAVENii will invoice Customer on a monthly basis for Services performed during the prior month for which the invoice is provided. Certain ongoing Services, such as Assessments, Consulting or Support, may be invoiced in advance of the performance of such Services. Each RAVENii invoice will include an invoice number, Customer's purchase order number or department number, the time period covered by the invoice, the fees incurred during the relevant time period, the amount of any applicable tax, and sufficient detail to allow Customer to determine the accuracy of the invoice.

(b) Invoices are payable upon receipt of invoice. If RAVENii's invoices remain unpaid in excess of thirty (30) days after the invoice date, such unpaid invoices will bear interest at a rate of 1.5% per month or, if lower, the maximum amount allowed by law. In addition, if Customer fails to pay any undisputed amount when due, including interest on unpaid invoices, after being provided with written notice and an opportunity to cure, then RAVENii may immediately cease performing Services under this Agreement and any Statement of Work.

(c) Customer shall notify RAVENii of any item on an RAVENii invoice with which it has a dispute no later than ten (10) days after the invoice date, or such invoice will be presumed to be correct. The parties agree to act reasonably to resolve any disputed items, and if unable resolve any disputed item within thirty (30) days of Customer's notice, the parties will resolve the dispute using the procedure set forth in Section 17.

6. **General Warranty Terms**.

6.1 Express Warranties. RAVENii's express, limited warranty statements for Products, Services, and Deliverables are contained in their respective sections of this Agreement.

6.2 Warranty and Support Exclusions. RAVENii's warranties and Support obligations will not apply to any claims resulting from (i) any non-conformance that RAVENii cannot recreate after exercising reasonable efforts in an attempt to do so; (ii) misuse or use of a Product, Service, or Deliverable in a manner not contemplated by its Documentation; (iii) a modification made by any party other than RAVENii; (iv) Customer's use of a Product, Service, or Deliverable in combination with software or hardware not provided by RAVENii or specified as compatible by RAVENii; (v) Customer's failure to promptly implement new releases made available by RAVENii or to follow RAVENii instructions in their implementation; or (vi) a virus or similar malicious code not introduced by RAVENii.

6.3 Third Party Software and Hardware. RAVENii provides Third Party Software (including software licensed without fee or charge, also referred to as freeware or open source),

and Hardware "AS IS" without warranties or indemnities of any kind, although the original manufacturers or third party suppliers of such items may provide their own warranties or indemnities. To the extent permissible, RAVENii will pass through to Customer any available warranties and indemnities that are not provided directly to Customer.

6.4 Disclaimer. THE EXPRESS WARRANTIES AND ANY ASSOCIATED EXCLUSIVE REMEDIES SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE. RAVENii MAKES NO OTHER WARRANTY. ALL IMPLIED WARRANTIES ARE DISCLAIMED, INCLUDING WARRANTIES OF TITLE, MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES IMPLIED FROM A COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.

7. **Software Terms**.

7.1 License Grant.

(a) Subject to the terms of this Agreement, RAVENii grants Customer a non-exclusive, non-transferable, license to use the Products and Deliverables specified in a Statement of Work. To the extent Software is furnished for use with designated Hardware, RAVENii grants Customer a non-exclusive, non-transferable, license to use the Products and Deliverables only on such designated Hardware.

(b) Customer may (i) make a copy of Products and Deliverables to be used solely for archival and disaster recovery purposes; however, such copy must be kept in a secure location and contain the copyright and other proprietary notices contained in the original; (ii) make copies of Documentation as reasonably necessary to support its authorized users in their use of Products; and (iii) use any training course materials provided by RAVENii for training authorized users in their use of Products.

(c) Unless expressly provided otherwise in this Agreement, Customer shall not sublicense, resell, lease, rent, copy, or distribute Software or Services or operate a software service bureau, outsourcing, time-sharing, application service provider, or similar business using them or otherwise use them for the benefit of another party. Customer shall not exceed the authorized usage levels (e.g., the number of server or desktop copies, number of concurrent users, number of "seats") or other numeric restrictions or authorizations specified in a Statement of Work and paid for by Customer. Customer acknowledges that RAVENii may monitor Customer's compliance with authorized usage levels and other use restrictions by remote polling or other reasonable means.

(d) Customer shall not modify, reverse engineer, disassemble, decrypt, decompile, create a patent based on, make derivative works of, or attempt to discover or modify in any way the underlying source code of Software and Services.

(e) All licenses granted under this Agreement are temporary until Customer has paid all applicable fees. The licenses may be canceled by RAVENii if the fees are not paid in accordance with the terms of the Statement of Work.

7.2 Scope of Licenses and Use of Products by Service Providers. The licenses granted to Customer apply solely to the executable (i.e., object code) form of the Products and, if applicable, the Deliverables and solely to Customer's use of the Products and Deliverables for

its own internal business purposes. If Customer contracts with another Person for Product implementation, customization, consulting, or outsourcing services, that Person may use the Products and Deliverables as licensed under this Agreement solely for purposes of providing such services; however, the Person must be authorized by RAVENii to provide such services or RAVENii must grant written approval of the Person and the services in advance. Customer is responsible for all other Persons' compliance with the terms of this Agreement.

7.3 Third Party Software. Third Party Software is licensed to Customer under the terms of the license agreement accompanying the Third Party Software or the Statement of Work. If no license agreement accompanies the Third Party Software or the Statement of Work, then RAVENii grants Customer a nonexclusive, nontransferable, personal license to use the Third Party Software identified in a Statement of Work for its own internal business purposes only. This license for Third Party Software is subject to all the limitations and restrictions applicable to Products. (Software provided under any open source licensing model is governed solely by such open source licensing terms which will prevail over this Agreement.)

7.4 Acceptance. Customer accepts Products and Third Party Software upon delivery.

7.5 U.S. Federal Government Use. If Software is licensed for use in the performance of a U.S. Government prime contract or subcontract, Customer agrees that, consistent with FAR 12.211 and 12.212, commercial computer software, computer software documentation, and technical data for commercial items are licensed under RAVENii's standard commercial license.

7.6 Product Warranty.

(a) RAVENii warrants that each Product will materially conform to its Documentation. RAVENii does not warrant that the operation of Products will be uninterrupted or error free, will meet Customer requirements, or will be compatible with other software products except for compatibility committed in Product Documentation or expressly set forth in a Statement of Work.

(b) If notified in writing of a valid warranty claim for a Product during the term of this Agreement, RAVENii will, at its option, use commercially reasonable efforts to correct the defect at RAVENii's facilities or replace the Product. If RAVENii is unable, within a reasonable period of time, to provide a correction or replace the Product with a functionally equivalent substitute, RAVENii will notify Customer and Customer will be entitled to a refund of the purchase price paid for the affected Product licenses and a refund of unused Support, if any, upon prompt return of the Product and all copies of it to RAVENii. Upon return of the Product all licenses to the Product will be deemed cancelled. This Section states RAVENii's entire liability for Product warranty claims.

7.7 Third Party Beneficiary. RAVENii's licensors are third party beneficiaries of this Section.

8. **Support Terms**.

8.1 Support. If Customer has executed a Statement of Work under which Support is to be provided and has paid applicable Support fees, then RAVENii will:

(a) in response to reports from Customer that a Product does not conform in material respects with its Documentation, exercise commercially reasonable efforts to reproduce and remedy the nonconformance. RAVENii will address each nonconformance with an effort that is commensurate with the severity of the error;

(b) make available to Customer new releases of Products made generally available to RAVENii's other customers, provided, however, that RAVENii reserves that right to charge additional license fees for new releases of Products that provide substantial new functionality or that incorporate new third party components that require RAVENii to pay fees to the third party provider;

(c) during RAVENii's standard support hours, make technical support personnel available to answer operational questions and to accept reports of Product problems;

(d) in the event RAVENii intends to withdraw support for a Product, notify Customer at least twelve (12) months in advance; and

(e) provide the foregoing Support for the most current version of each Product and the immediately preceding version.

8.2 Customer Support Obligations. Customer agrees to:

(a) obtain adequate training for its personnel that will act as RAVENii's points of contact for Support and to work on Product implementation and upgrades;

(b) consult Product Documentation before reporting Product problems;

(c) install and maintain any hardware, Tools and other software necessary to permit RAVENii to access Customer's system remotely for the purposes of problem diagnosis, delivery of corrections, and to monitor compliance;

(d) allow RAVENii access to and use of Customer information, data and facilities required for RAVENii to perform Support; and

(e) maintain, and provide to RAVENii if necessary to provide Support, adequate and current back-up copies of Software, data, and configuration information.

8.3 Support Warranty; Exclusive Remedy. RAVENii warrants that its personnel will use a reasonable level of care and skill in performing Support. RAVENii will re-perform Support not performed in accordance with this warranty. This section states RAVENii's entire liability for Support warranty claims.

9. **Professional Services Terms**.

9.1 Professional Services. RAVENii will perform the Professional Services and provide the Deliverables specified in a Statement of Work.

9.2 Customer Materials Required to Perform Professional Services. If Customer provides RAVENii any of its own or a third party's materials for use by RAVENii in the performance of Professional Services, then Customer grants RAVENii a non-exclusive, royalty-free right and license (or sublicense) to use such materials to the extent necessary for RAVENii to perform its obligations.

9.3 Scheduling. In the event Customer schedules Professional Services to be performed by RAVENii at Customer's site and Customer cancels the Services on less than five (5) business days' notice to RAVENii, Customer will pay RAVENii for eight (8) hours of time for each RAVENii consultant scheduled to be on Customer's site for each day they were scheduled to be on site up to a maximum of three (3) days per consultant.

9.4 Acceptance. Acceptance of Professional Services will occur upon RAVENii's performance of the Professional Services. Acceptance of Deliverables will occur upon RAVENii's delivery of the Deliverable unless the applicable Statement of Work indicates that acceptance testing is required.

9.5 Professional Services Warranty. RAVENii warrants for the term of this Agreement that its personnel will use a reasonable level of care and skill in performing the Professional Services, and that the Services will be performed in a professional manner, by qualified personnel, in accordance with the terms of this Agreement, the relevant Statement of Work and applicable industry standards.

9.6 Deliverables Warranty. RAVENii warrants for the term of this Agreement that the Deliverables will substantially conform to relevant acceptance criteria for each Deliverable; however, if no acceptance criteria apply, RAVENii warrants for the term of this Agreement that the Deliverable will substantially conform to the description of the Deliverable set forth in the applicable Statement of Work.

9.7 Exclusive Remedies. If Professional Services or Deliverables are not provided in accordance with the terms of the RAVENii warranty and Customer notifies RAVENii in writing during the term of this Agreement, RAVENii will attempt to correct any non-conformance confirmed by RAVENii within a reasonable period of time by re-performing the Professional Service or correcting the Deliverable. Customer will provide RAVENii with sufficient information to permit RAVENii to confirm the non-conformance and will provide assistance and cooperation as reasonably requested by RAVENii to permit RAVENii to make required corrections. If RAVENii is unable to comply with the foregoing obligations, RAVENii will refund a reasonable portion of the fees paid by Customer for the Professional Services or the Deliverable to compensate Customer for the deficiency in the Professional Services or Deliverable. If all the fees paid for a Deliverable are refunded by RAVENii, Customer will promptly return the Deliverable to RAVENii. This section states RAVENii's entire liability for warranty claims relating to Professional Services and Deliverables.

9.8 Service and Deliverable Warranty Exclusions. RAVENii will not be responsible for a breach of warranty that would not have occurred but for (i) changes to a Deliverable that were implemented by someone other than RAVENii, (ii) changes to or errors in software or hardware with which the Deliverable operates or interfaces, or on which the Deliverable or Professional Services otherwise rely (excluding RAVENii Products), or (iii) improper use of a Deliverable.

10. **Hardware Terms**.

10.1 Title. RAVENii will transfer title to Hardware to Customer upon receipt of Customer's payment of all the amounts due.

10.2 Risk of Loss. RAVENii bears the risk of loss or damage to Hardware until delivery to the address specified in a Statement of Work.

10.3 No Warranty. The original manufacturers of Hardware may provide their own warranties. RAVENii will transfer title to all Hardware to Customer, and shall assign or cause to be assigned to Customer any transferable manufacturer's warranty, including any design or engineering warranties, which it has received on any Hardware provided under this Agreement upon receipt of Customer's payment of all the amounts due. With respect to any claimed defect in a Third Party Product, Customer shall look solely to the manufacturer for resolution; however, RAVENii will assist Customer in resolving any claimed defect.

11. **Term and Termination**.

11.1 Term. The initial term of this Agreement begins on the Effective Date, and will continue until the first year anniversary of the Effective Date, unless earlier terminated under this Section 11. The term of this Agreement will be thereafter automatically be renewed for additional 1-year periods, each referred to herein as a “Renewal Term”. Each Statement of Work will take effect when signed by both parties, and will continue in effect for the term set forth in the Statement of Work or upon completion of the project described in the Statement of Work, unless earlier terminated under this Section 11.

11.2 Termination of Statement of Work for Convenience. Either party may terminate this Agreement or any Statement of Work, without cause, by providing the other party with written notice of termination at least thirty (30) days prior to the effective date of such termination.

11.3 Termination for Material Breach. A party may terminate this Agreement or any Statement of Work by the delivery of written notice to the other party if the other party materially breaches this Agreement or a Statement of Work and does not cure the breach, if curable, to the reasonable satisfaction of the non-breaching party no later than ten (10) days after the non-breaching party delivers the written breach notice to the breaching party.

11.4 Effect of Termination.

(a) If this Agreement is terminated, then all Statement of Works signed prior to termination of this Agreement will also terminate. Termination of a Statement of Work will not terminate this Agreement, and the parties will remain free to enter into any future Statement of Work pursuant to this Agreement. Customer's payment obligations under all Statement of Works will survive termination for any reason (subject, in the case of Customer's termination of this Agreement for cause as a result of material breach by RAVENii, to Customer's remedies against RAVENii as provided in this Agreement). After this Agreement or a Statement of Work terminates or expires, the terms of that Statement of Work (including those of this Agreement) that expressly or by their nature contemplate performance after the Statement of Work terminates or expires will survive and continue in full force and effect. For avoidance of doubt, the provisions protecting Confidential Information and requiring indemnification, each, by their nature, contemplates performance or observance after this Agreement or a Statement of Work expires or terminates.

(b) If RAVENii or Customer elects to terminate a Statement of Work under Section 11.2, RAVENii will refund to Customer the unearned portion of any fees paid in advance by Customer in connection with the terminated Statement of Work.

(c) All items furnished by Customer to RAVENii in connection with RAVENii's performance of the Services will remain the property of Customer unless otherwise expressly stated in this Agreement or the relevant Statement of Work. Upon termination of a Statement of Work for any reason (or when items are no longer needed by RAVENii for the performance of the Services, if earlier), RAVENii will promptly return the Customer property to Customer or, at Customer's option, allow Customer to retrieve it.

12. **Intellectual Property Rights**.

12.1 Ownership of Products, Services, and Deliverables. Products and Deliverables are licensed for Customer's use under the Software Terms section of this Agreement. These items are not sold to Customer. RAVENii retains exclusive ownership of all Products, Services, and Deliverables and all intellectual property rights, title and interest in them, and in any ideas, concepts, know how, documentation, or techniques developed or learned by RAVENii under this Agreement. Deliverables are NOT considered works made for hire owned by Customer. All rights not expressly granted to Customer are reserved by RAVENii and there are no implied licenses. RAVENii either owns all right, title and interest to, or has the right to license, the Products.

12.2 Third-Party Software. Third Party Software belongs exclusively to its providers and is licensed to Customer as provided under the Software Terms section of this Agreement. Third party suppliers are intended beneficiaries under this Agreement and independently may protect their rights in their software in the event of any infringement.

12.3 Suggestions. If Customer suggests any new features, functionality, or improvements for Products, Services, or Deliverables they will become the sole and exclusive property of RAVENii and not subject to any confidentiality restrictions on RAVENii.

12.4 Restricted Use. Software, Services, and Hardware are not designed or intended for use in the planning, construction, maintenance, or operation of a nuclear facility, petroleum processing facility, or other high-risk operation. Customer is solely liable if any items purchased by Customer are used for these applications and will indemnify and hold RAVENii harmless from all loss, damage, expense, or liability in connection with such use.

13. **Confidential Information; Restrictive Covenants**.

13.1 Ownership. The discloser's disclosure of Confidential Information to the recipient under this Agreement does not confer upon the recipient any license, interest or rights of any kind, in or to the discloser's Confidential Information, other than the right to use such Confidential Information for the sole purpose of exercising its rights and performing its obligations under this Agreement.

13.2 Restrictions on Use and Disclosure.

(a) During the term of this Agreement and thereafter, the recipient shall hold the discloser's Confidential Information in strict confidence. During the term of this Agreement and thereafter, the recipient shall not: (i) use the discloser's Confidential

Information for any purpose other than to exercise its rights and perform its obligations under this Agreement; (ii) disclose the discloser's Confidential Information to any Person (other than to the recipient's employees or independent contractors who are bound by a written agreement containing a nondisclosure obligation comparable in scope to this Section); or (iii) copy, in whole or in part, the discloser's Confidential Information except as authorized in writing by the discloser.

(b) Confidential Information does not include, and this Section does not apply to, any information that (i) is or becomes generally available to the public other than as a result of a disclosure by recipient in breach of this Agreement, (ii) was available to recipient on a non-confidential basis prior to its disclosure by discloser from a Person who was not known by recipient to be otherwise bound by a confidentiality agreement with the discloser, or otherwise under an obligation to discloser not to transmit the information to recipient, or (iii) the discloser agrees in writing is free of such restrictions

(c) The recipient will be responsible for any unauthorized disclosure or use of the discloser's Confidential Information by any of the recipient's employees or independent contractors, and shall indemnify the discloser for any damages arising out of such unauthorized disclosure or use.

13.3 Disclosure Required by Applicable Law. This Section is not to be construed as prohibiting the disclosure of the discloser's Confidential Information to the extent that such disclosure is necessary to enforce a party's rights under this Agreement or as required by applicable law. However, the recipient must first have given written notice of the required disclosure to the discloser as soon as practicable in order to afford the discloser an opportunity to obtain a protective order or waive compliance with this Section. If the discloser waives compliance, or otherwise, the recipient will disclose only that portion of the discloser's Confidential Information the recipient is legally required to disclose as advised by legal counsel. Additionally, the recipient will make, at the discloser's request and cost, a reasonable effort to obtain a protective order or assist the discloser in opposing or limiting any such disclosure.

13.4 Injunctive Relief. The recipient acknowledges that its breach or threatened breach of the obligations set forth in this Section would cause the discloser irreparable injury for which the discloser would not have an adequate remedy at law. In the event of the recipient's breach or threatened breach, the discloser will be entitled to seek injunctive relief, in addition to any other remedies the discloser may have at law or in equity.

13.5 Return of Confidential Information. Upon any expiration or earlier termination of this Agreement, the recipient will, at the request of the discloser, return to the discloser, at the recipient's expense, all of the discloser's Confidential Information and any other documents, equipment, computer files, software and any other item, in any medium, received from the discloser and will provide the discloser with written certification of its compliance with this Section upon written request by the discloser.

13.6 Non-solicitation of Employees. For a period of one (1) year following the completion of all Services under this Agreement, neither party may, directly or indirectly, induce, attempt to employ, interfere with, or enter into any contract or other arrangement with, any employee of the other party (or an Affiliate of the other party) to whom the party was introduced as a result of this Agreement, unless the employee has not been employed by the employing party for at least six (6) months. However, this Section does not prohibit a party from conducting generalized searches for employees (and hiring those employees who respond to

generalized searches) through the use of advertisements in the media or search firms, if the other party's employees are not specifically targeted by such searches. If this Section is breached by the hiring of an employee of Customer or RAVENii, or their affiliates, damages for such breach are agreed to be equal to the demonstrated cost of training a replacement for such individual.

14. **Insurance**. RAVENii agrees to obtain such insurance as it deems necessary and/or appropriate for the Services to be provided under each Statement of Work.

15. **Indemnification**.

15.1 Indemnification. Each party (the "***Indemnifying Party***") shall indemnify, defend and hold harmless the other party, including, without limitation, its affiliates, and its and their respective officers, directors, managers, employees, agents, and independent contractors (each an "***Indemnified Party***") from and against any obligation, loss, injury, liability, damage, deficiency, assessment, fine, penalty, forfeiture, judgment, lien, cost and expense, cost of investigation and defense, and the cost of any settlement (collectively, "***Losses***") incurred by an Indemnified Party resulting from a third party claim, action, or demand (collectively "***Claims***") arising from any negligent acts or omissions or willful or wrongful misconduct as it relates to the exercise of its rights or the performance of its obligations hereunder, and any knowing misrepresentation or breach of this Agreement by the Indemnifying Party, except to the extent that the Indemnified Party contributes to such Loss, in which event the parties will be responsible for their own percentage of fault.

15.2 Procedure. Each party will promptly notify the other party of any notice of the commencement or filing of any Claim for which the other party is entitled to indemnification under this Agreement. Failure to give or delay in giving such notice will not relieve either party of its indemnification and defense obligations under this Section, except to the extent that the defense of such Claim is prejudiced thereby. The Indemnifying Party will have sole control of the defense and settlement of any Claim; however, no settlement may be committed to without the Indemnified Party's prior written consent unless: (a) it includes a full discharge and release of liability for the Indemnified Party; (b) it has no effect on any rights or obligations of the Indemnified Party, or on any Claims that may be made by or against the Indemnified Party; and (c) there is no injunctive or other equitable relief entered against the Indemnified Party. The Indemnified Party will provide reasonable assistance, at the indemnifying party's request and sole expense, needed in the defense or settlement of any Claim. The Indemnified Party also may elect to participate in the defense of any Claim at its own expense with counsel of its choice.

16. **Limits on Liability**.

16.1 No Liability for Customer Failure. In no event will RAVENii be liable for any damages or loss caused by Customer's failure to perform its responsibilities under this Agreement.

16.2 Limit on Aggregate Liability. Each party's total aggregate liability is limited to the amount paid by Customer for the Products or Services that are the subject of the claim.

16.3 Disclaimer of Consequential Damages. IN NO EVENT WILL A PARTY BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT

EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITY. THESE LIMITATIONS WILL APPLY REGARDLESS OF THE BASIS OF LIABILITY, INCLUDING NEGLIGENCE, MISREPRESENTATION, BREACH OF ANY KIND, OR ANY OTHER CLAIMS IN CONTRACT, TORT OR OTHERWISE AND REGARDLESS OF WHETHER DAMAGES WERE FORESEEABLE.

16.4 Exceptions. THE LIMITATIONS AND EXCLUSIONS OF DAMAGES IN THIS SECTION WILL NOT APPLY TO (a) CUSTOMER'S OR ANY CUSTOMER AFFILIATE'S PAYMENT OBLIGATIONS, (b) CLAIMS BY A PARTY FOR BREACH OF A CONFIDENTIALITY OBLIGATION OR INFRINGEMENT OF THE PARTY'S INTELLECTUAL PROPERTY RIGHTS, (c) CLAIMS FOR PERSONAL INJURY (INCLUDING DEATH) OR DAMAGE TO REAL OR TANGIBLE PERSONAL PROPERTY FOR WHICH A PARTY IS LIABLE UNDER APPLICABLE LAW, OR (d) A PARTY'S EXPRESS INDEMNITY AND DEFENSE OBLIGATIONS UNDER THIS AGREEMENT.

16.5 Limitations Period. Neither party will bring a legal action against the other more than one (1) year after the cause of action arose.

17. **General**.

17.1 Prohibition on Publicity. Neither party may advertise or promote itself using the name, service mark or description of the other party, without the prior written consent of the other party in the case of each such use.

17.2 Force Majeure. If either party is unable to perform, or is delayed in performing, an obligation under this Agreement because of unforeseen circumstances outside its control (other than obligations to pay money): (a) the party so affected will promptly give notice to the other party and will use its best efforts to promptly resume performance; and (b), the party so affected will not be liable for any failure or delay to perform its obligations under this Agreement to the extent such failure or delay is caused by circumstances outside that party's control.

17.3 Independent Contractor. RAVENii's relationship to Customer is that of an independent contractor. Neither party will be deemed to be a partner, agent, employee or joint venturer of the other party. All persons performing RAVENii's obligations under this Agreement will be considered to be solely the employees, contractors or agents of RAVENii or its contractors, and RAVENii and its contractors will be responsible for ensuring there is payment of any and all salaries, wages, payroll taxes, insurance and other items payable to or on behalf of such personnel, and for maintaining worker's compensation insurance on such personnel.

17.4 Non-waiver. No term or provision of this Agreement will be deemed waived and no breach will be deemed excused unless such waiver or consent will be in writing and signed by both parties. No consent by any party to, or waiver of, a breach by the other will constitute a consent to, waiver of, or excuse for any different or subsequent breach.

17.5 Partial Invalidity. If a final judgment of a court of competent jurisdiction determines that any part of this Agreement is invalid or unenforceable, then the court will have the power to reduce the scope, duration or geographic area of the term or provision, to delete specific words or phrases or to replace any invalid or unenforceable term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision. This Agreement will be enforceable as so modified after the expiration of the time within which the judgment may be appealed.

17.6 Assignment. Neither party's rights or obligations under this Agreement (except the right to receive money) may be assigned or delegated without the written consent of the other party, which consent shall not be unreasonably withheld, conditioned or delayed. Customer consents to RAVENii's use of subcontractor(s) to perform any portion of the services to be selected by RAVENii in its reasonable discretion This Agreement will inure to the benefit of and be binding upon the respective successors and permitted assigns, if any, of the parties.

17.7 No Construction Against Drafter. Each party has participated in negotiating and drafting this Agreement. Therefore, if an ambiguity or question of intent or interpretation arises, this Agreement is to be construed as if the parties had drafted it jointly, as opposed to being construed against a party because it was responsible for drafting one or more terms of this Agreement.

17.8 Entire Agreement. This Agreement, including the other attached exhibits and schedules, and any Statement of Work or Change Order signed under it, forms the entire agreement between RAVENii and Customer regarding Customer's purchase of Services and supersedes and replaces any previous communications, representations, or agreements concerning the Services. This Agreement, and any Statement of Work, may only be amended, modified or a provision waived by a duly executed Change Order or other writing that specifically refers to this Agreement and that is signed by the authorized representatives of both parties. To the extent that the terms of Customer's purchase order conflict with the terms of this Agreement, the terms of this Agreement will govern, unless both parties specifically express their intent to supersede the terms of this Agreement in a writing that is signed by both parties.

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

17.10 Notices. All notices and other communications required or permitted under this Agreement must be in writing, properly addressed to the parties at the addresses or facsimile numbers set forth below, or to such other addresses or facsimile numbers to which the parties give notice in accordance with this Section. Notices and other communications may be sent via hand delivery (with a written receipt from the addressee), by facsimile (with machine confirmation of successful transmission), by reputable national overnight delivery service with delivery charges prepaid (with receipt of delivery). Notices are effective upon receipt.

RAVENii's Notice Address:	Customer's Notice Address:
RAVENii, LLC	City of Joplin
9664 Marion Ridge	602 Main Street
Kansas City, MO 64137	Joplin, MO 64801
ATTN: Jeff Shipley	ATTN: Mark Morris
jshipley@ravenii.com	mmorris@joplinmo.org

17.11 Counterparts, Facsimile Signatures. This Agreement may be signed in counterparts. Each executed counterpart will be an original, but all executed counterparts taken together will constitute one and the same agreement. The facsimile copy of the executed Agreement is and will be deemed an original signature for this Agreement.

17.12 Non-Appropriation. In the event funds are not appropriated and budgeted in any fiscal year for payments due under this Agreement, Customer shall notify RAVENii of such occurrence and this Agreement shall terminate on the last day of the fiscal year for which the appropriation was made without penalty or expense to Customer of any kind whatsoever.

The parties caused this Master Service Agreement to be executed by their respective duly authorized representatives, effective as of the Effective Date.

CITY OF JOPLIN	RAVENII, L.L.C.
By: _____	By: _____
Printed name: _____	Printed Name: Jeff Shipley
Title: _____	Title: CEO
Date: 09/07/2021	Date: 09/07/2021

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:

Council Bill No. 2021-609 - Approves the Joplin Convention & Visitor Bureau's grant funding distribution for FY22 relating to special events, festivals, and celebrations.

MEETING DATE:

September 7, 2021

ORIGINATING DEPARTMENT:

Convention & Visitors Bureau

REVIEWED BY:

Director of Convention & Visitors Bureau-Patrick Tuttle, Director of Finance-Leslie Haase, City Attorney-Peter Edwards, City Manager-Nicholas Edwards

SUMMARY REQUEST:

This Council Bill approves the Joplin Convention & Visitor Bureau's (JCVB) grant distribution for FY22 special events, festivals, and celebrations. Funding comes from a portion of the Occupational License Tax (JCVB Hotel/Motel tax) monies collected resulting from Ordinance No. 2000-048 as authorized by City of Joplin voters on November 7, 2000.

BACKGROUND:

The purpose of this JCVB grant program is to assist qualified organizations with the promotion of tourism activities striving to directly increase hotel/motel occupancy and create positive image building for Joplin. Qualifying applicants must meet the following criteria:

- Not-For-Profit and For-Profit organizations may apply
- Events must be held between November 1, 2021 & October 31, 2022
- Events must be held within 20 miles of Joplin city limits
- Events must be open to the general public

At their June, July, and August meetings the Joplin Convention & Visitors Bureau Advisory Board reviewed the FY22 CVB Grant applications and heard from the requesting organizations. At the conclusion of the July and August meetings they determined funding allocations; where appropriate and how much. At each of these meetings the board heard from each applicant which included a 5-minute presentation and 5-minute Q&A. Board members received digital copies of all applications in advance of the meetings.

16 applications from 14 organizations, totaling $197,192 in funding requests were received. Funding for the grant program is capped at $140,000. Up to $130,000 is awarded through the initial grant process with $10,000 kept in reserve and awarded throughout the fiscal year.

In their review, the board took into consideration many factors including an events tourism draw, potential room nights, growth potential, previous funding and reporting standards, overall appeal, and community development.

Applications are worth a total of 100 points with a minimum of 60 points benchmark for funding. Each board member individually scored the applications, the high/low scores were removed, then all were ranked by the average score received.

Scoring criteria included: Ability to increase event attendance, ability to attract new visitors to Joplin from 70-miles+ (one-way) outside the market and retain a visitor in this area for at least 3 hours, ability to generate overnight stays, marketing efforts shown to be 40% or more on a digital platform, event scheduled during low-occupancy time of year, show projected growth based on previous year's post-event summary, and the overall composition and impression of grant application.

Following the scoring and ranking of all applications, the advisory board members discussed each and made final funding decisions.

FUNDING SOURCE:

CVB Grant Funding is from a dedicated portion of the CVB's annual budget.

RECOMMENDATIONS:

The Joplin Convention & Visitors Bureau Advisory Board respectfully submits the following grant funding recommendations from the FY2022 JCVB Budget:

1. Monster Games, Midwestern Built CrossFit, Summer 2022, in the amount of Twelve Thousand dollars ($12,000)
2. 2022 Conference Series Marketing, Ozark Christian College, in the amount of Fifteen Thousand dollars ($15,000)
3. MSSU Alumni, 2022 Marketing Campaign, in the amount of Three Thousand dollars ($3,000)
4. JOMO Pride, JOMO Pride, Inc., in the amount of Six Thousand Five Hundred dollars ($6,500)
5. Summer Roundup Triathlon, Rufus Racing LLC, in the amount of Six Thousand Five Hundred dollars ($6,500)
6. Joplin Memorial Run, Active Lifestyles, in the amount of Seven Thousand Five Hundred dollars ($7,500)
7. Art Con, Neosho Arts Council, in the amount of Two Thousand Five Hundred dollars ($2,500)
8. 17th Annual Four States Open, Joplin Disc Golf Club, in the amount of Eight Thousand One Hundred dollars ($8,100)
9. Emancipation "Parks Day", Emancipation Celebration Committee, in the amount of Three Thousand dollars ($3,000)
10. Carl Junction 25th Bluegrass Festival, Carl Junction Chamber of Commerce, in the amount of Two Thousand Five Hundred dollars ($2,500)

11. 2nd annual Mother Road Mayhem, from KEG Media (Fort Smith, Arkansas), in the amount of Fifteen Thousand dollars ($15,000), stipulated as $5,000 towards social media, $3,000 towards print marketing, and $4,000 towards other promotional efforts, with a "not to exceed" amount of $3,000 available for City services, such as parks fees/personnel and security.

12. Ball'N Prep Girls Basketball Tournament, from JW Sports Worldwide LLC, in the amount of Eight Thousand One Hundred dollars ($8,100), stipulated as reimbursement of referee expenses (at $225 per game).

- Two (2) applications, both from Downtown Joplin Alliance scored just below the required score of 60 points. The board directed the CVB director to work with DJA to see where specific financial support could be given from event marketing funds. These requests were for Joplin Arts Fest, and the 2022 Marketing Campaign of Empire Market and other DJA sponsored events.
- Two applications scored well below the required 60 points and were not considered for funding. They were Emancipation Celebration Committee, Emancipation Celebration Art Expo, and the Real Love = Real Change, 2nd Annual Joplin for Justice Celebration.

In total, these recommendations represent $89,700 of the $140,000 budgeted for the FY22 grant program. The balance of $50,300 will be allocated throughout the fiscal year following the same application guidelines.

Staff recommends approval of this council bill on first reading.

ATTACHMENTS:

Council Bill No. 2021-609

Grant Applicants (available in city clerk's office)

COUNCIL BILL NO. 2021-609 ORDINANCE NO.

AN ORDINANCE approving the applications of Midwestern Built CrossFit for Monster Games; Ozark Christian College for marketing their 2022 Conference Series; MSSU Alumni for their 2022 Marketing Campaign; JOMO Pride, Inc. for JOMO Pride; Rufus Racing LLC for Summer Roundup Triathlon; Active Lifestyle for Joplin Memorial Run; Neosho Arts Council for Art Con; Joplin Disc Golf Club's 17th Annual Four States Open; Emancipation Celebration Committee, Emancipation "Parks Day"; Carl Junction Chamber of Commerce for the 25th Bluegrass Festival; KEG Media (Fort Smith, Arkansas) for Mother Road Mayhem, and JW Sports Worldwide LLC for Ball'N Prep Girls Basketball Tournament, for utilization of FY22 Festivals and Celebrations support pursuant to Ordinance No. 2000-148, as authorized by the voters on November 7, 2000; authorizing the City Manager to execute appropriate agreements with each such organization for the utilization of such funds.

WHEREAS, the voters of the City of Joplin approved an increase in the Occupational License Tax for transient sleeping accommodations at an election held on November 7, 2000; and,

WHEREAS, pursuant to the provisions of Ordinance No. 2000-148, a portion of said funds are to be utilized for festivals or celebrations intended to attract visitors from the region to the City and other related activities in the City; and,

WHEREAS, the Convention & Visitors Bureau Advisory Board established an application procedure and reviewed the applications of numerous organizations, and have recommended to the Council that certain festivals, celebrations, events, and attractions be funded utilizing a portion of said proceeds; and,

WHEREAS, after having a Public Hearing thereon, as required by said ordinance, the Council of the City of Joplin desires to utilize a portion of the proceeds from said tax in accordance with the recommendations of the Convention & Visitors Bureau Advisory Board.

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

Section 1. That the applications of Midwestern Built CrossFit for the Monster Games, in the amount of Twelve Thousand dollars ($12,000); Ozark Christian College for marketing their 2022 Conference Series, in the amount of Fifteen Thousand dollars ($15,000); MSSU Alumni for their 2022 Marketing Campaign, in the amount of Three Thousand dollars ($3,000); JOMO Pride, Inc. for JOMO Pride, in the amount of Six Thousand Five Hundred dollars ($6,500); Rufus Racing LLC for Summer Roundup Triathlon, in the amount of Six Thousand Five Hundred dollars ($6,500); Active Lifestyle for Joplin Memorial Run, in the amount of Seven Thousand Five Hundred dollars ($7,500); Neosho Arts Council for Art Con, in the amount of Two Thousand Five Hundred dollars ($2,500); Joplin Disc Golf Club's 17th Annual Four States Open, in the amount of Eight Thousand One Hundred dollars ($8,100); Emancipation Celebration Committee, Emancipation "Parks Day", in the amount of Three Thousand dollars ($3,000); Carl Junction Chamber of Commerce for the 25th Bluegrass Festival, in the amount of Two Thousand Five Hundred dollars ($2,500); KEG Media (Fort Smith, Arkansas) for Mother Road Mayhem, in the amount of Fifteen Thousand dollars

($15,000), stipulated as $5,000 towards social media, $3,000 towards print marketing, and $4,000 towards other promotional efforts, with a "not to exceed" amount of $3,000 available for City services, such as parks fees/personnel and security, and JW Sports Worldwide LLC for the December 2021 Ball'N Prep Girls Basketball Tournament, in the amount of Eight Thousand One Hundred dollars ($8,100), stipulated as reimbursement of referee expenses (at $225 per game) for utilization of FY22 Festivals and Celebrations support pursuant to Ordinance No. 2000-148, as authorized by the voters on November 7, 2000, be and the same are hereby approved.

Section 2. That the City Manager is hereby authorized and directed to execute appropriate Agreements, by and on behalf of the City of Joplin, with each said organization for the expenditure of said funds in accordance with the recommendation of the Joplin Convention & Visitors Bureau, and, in accordance with Ordinance No. 2000-148.

Section 3. This Ordinance is declared by the City Council to be an emergency within this meaning of Section 2.12 (4), of the Home Rule Charter of the City of Joplin, Missouri, in order to continue the day-to-day operations of the City and as such shall become effective immediately upon its passage.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____day of _____ , 2021, by a vote of

_____

Ryan D. Stanley, Mayor

ATTEST:

_____

Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

I hereby certify that a sufficient funding is available in the CVB Fund, Accounts No. 105-4080-560-7505 to pay the grant amounts awarded.

_____

Leslie Haase, Director of Finance

FINAL PLAT OF
PAR LANE ADDITION
AN ADDITION TO THE CITY OF JOPLIN
JASPER COUNTY, MISSOURI.

DEDICATION

KNOW ALL ME BY THESE PRESENTS JORDAN CHAPMAN OF JASPER COUNTY, MISSOURI, DO HEREBY PUBLISH, DECLARE, AND ACKNOWLEDGE THE ANNEXED PLAT THEREOF WITH THE LOTS AND EASEMENTS SHOWN THEREON AND DO HEREBY DEDICATE ALL EASEMENTS AS SHOWN FOR UTILITY PURPOSES FOREVER, AND DO HEREBY CERTIFY THAT THE TAXES FOR THE YEAR _____ AND ALL PREVIOUS YEARS ARE PAID.

IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HANDS AND SEAL THIS _____ DAY OF _____, 2021.

_____
JORDAN CHAPMAN

THIS PLAT OF PAR LANE ADDITION HAS BEEN SUBMITTED TO AND APPROVED BY THE CITY OF JOPLIN PLANNING AND ZONING COMMISSION THIS _____ DAY OF _____, 2021.

_____
CHAIRMAN

THIS PLAT OF PAR LANE ADDITION INCLUDING EASEMENTS ACCEPTED BY THE CITY COUNCIL, HAS BEEN SUBMITTED TO AND APPROVED BY THE JOPLIN CITY COUNCIL BY ORDINANCE NO._____, DULY PASSED AND APPROVED BY THE MAYOR OF JOPLIN, MISSOURI ON THE _____ DAY OF _____, 2021.

_____
MAYOR

STATE OF MISSOURI
COUNTY OF JASPER } SS

ON THIS _____ DAY OF _____, 2021, BEFORE ME A NOTARY PUBLIC IN SAID COUNTY AND STATE PERSONALLY APPEARED JORDAN CHAPMAN, WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT THEY EXECUTED THE SAME AS THEIR FREE ACT AND DEED.

IN TESTIMONY WHEREOF I HAVE HEREUNTO SET MY HAND AND AFFIXED MY SEAL AT MY OFFICE IN JOPLIN, SAID COUNTY AND STATE.

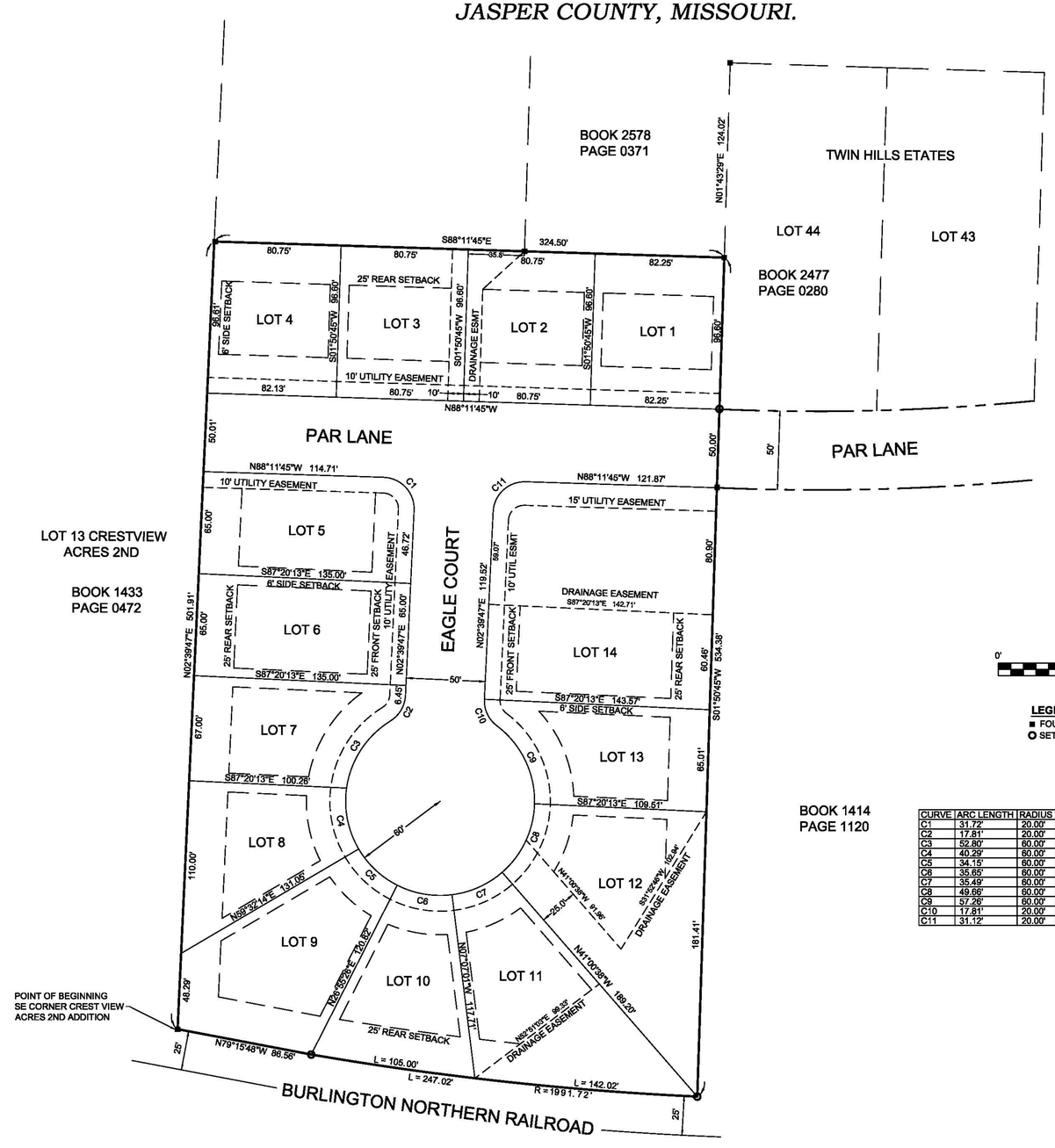
_____ MY COMMISSION EXPIRES:
NOTARY PUBLIC

SURVEYORS CERTIFICATE

I, BRIAN A. ATNIP, A REGISTERED LAND SURVEYOR OF JOPLIN, MISSOURI DO HEREBY CERTIFY THAT THE ANNEXED PLAT IS A TRUE REPRESENTATION OF THE WORK DONE IN THE FIELD FOR PLATTING AND STAKING.

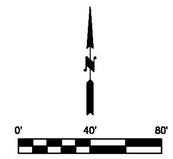
IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND AND SEAL THIS _____ DAY OF _____, 2021.

_____
BRIAN A. ATNIP LS 2008000859



BOOK 1414
PAGE 1120

CURVE	ARC LENGTH	RADIUS	CHORD LENGTH	CHORD BEARING
C1	31.72'	20.00'	28.50'	N42°45'59"W
C2	17.81'	20.00'	17.23'	N28°10'50"E
C3	52.80'	60.00'	51.11'	S33°13'25"W
C4	40.29'	60.00'	39.54'	S11°13'30"E
C5	34.15'	60.00'	33.69'	S46°46'10"E
C6	35.65'	60.00'	35.13'	S80°05'48"E
C7	35.49'	60.00'	34.98'	N65°56'11"E
C8	49.66'	60.00'	48.25'	N25°16'46"E
C9	57.26'	60.00'	55.11'	N25°46'07"W
C10	17.81'	20.00'	17.23'	S22°51'16"E
C11	31.12'	20.00'	28.07'	S47°14'01"W



LEGEND
- ■ FOUND IRON PIN
- ○ SET IRON PIN

SURVEYORS DESCRIPTION

A TRACT OF LAND DESCRIBED AS BEGINNING AT THE SOUTHEAST CORNER OF LOT THIRTEEN (13) IN CREST VIEW 2ND SUBDIVISION, BEING PART OF THE NORTH ONE HALF OF SECTION 18, TOWNSHIP 27, RANGE 33, JASPER COUNTY, MISSOURI, THENCE N02°39'47"E ALONG THE EAST LINE OF SAID LOT 13 A DISTANCE OF 501.91 FEET; THENCE S88°11'45"E A DISTANCE OF 324.50 FEET TO A POINT ON THE WEST LINE OF LOT 44 IN TWIN HILLS ESTATES, THENCE S01°50'45"W A DISTANCE OF 534.38 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF THE BURLINGTON NORTHERN RAILROAD, SAID POINT BEING ON A NON TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 1991.72 FEET AND A CHORD BEARING AND DISTANCE OF N83°45'42"W, 246.83 FEET; THENCE ALONG SAID NON TANGENT CURVE TO THE RIGHT AND ARC DISTANCE OF 247.02 FEET; THENCE N79°15'48"W A DISTANCE OF 86.56 FEET TO THE POINT OF BEGINNING.

CONTAINING 3.95 ACRES MORE OR LESS.

CLASS OF PROPERTY
URBAN

SOURCE DOCUMENTS
DEED BOOK 2561 PAGE 204

BASIS OF BEARINGS
BEARINGS ARE BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983 MISSOURI WEST ZONE.

PROPERTY OWNER & SUBDIVIDER
JORDAN CHAPMAN
101 SE WINDWOOD DR.
CARL JUNCTION, MO 64834

BUILDING SETBACKS
R-1
FRONT SETBACK - 25'
SIDE SETBACK - 6'
REAR SETBACK - 25'

SUBDIVISION INFORMATION

TOTAL ACRES:	3.95
TOTAL NUMBER OF LOTS:	14
ZONING:	R-1
MAXIMUM LOT SIZE:	19,918 S.F.
MINIMUM LOT SIZE:	7,800 S.F.
AVERAGE LOT SIZE:	9,739 S.F.

AREA DEDICATED TO STREETS: 0.81 ACRES

FLOOD NOTE
BY GRAPHIC PLOTTING ONLY, THIS PROPERTY LIES IN ZONE X OF THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NUMBER 29097C0255E, WHICH BEARS AN EFFECTIVE DATE OF 11/2/2012 AND IS NOT IN A SPECIAL FLOOD HAZARD AREA.

THIS SURVEY HAS BEEN PERFORMED BASED ON KNOWLEDGE AND INFORMATION IN ACCORDANCE WITH COMMONLY ACCEPTED PROCEDURES CONSISTENT WITH THE CURRENT MISSOURI STANDARDS FOR PROPERTY BOUNDARY SURVEYS AND IS NOT A GUARANTEE OR WARRANTY EITHER EXPRESSED OR IMPLIED. DECLARATION IS MADE TO THE ORIGINAL PURCHASER OF THE SURVEY. IT IS NOT TRANSFERABLE TO ADDITIONAL INSTITUTIONS OR SUBSEQUENT OWNERS AND MAY NOT BE USED IN CONNECTION WITH A "SURVEY AFFIDAVIT" OR SIMILAR DOCUMENT, STATEMENT, OR MECHANISM TO OBTAIN TITLE INSURANCE FOR ANY SUBSEQUENT OR FUTURE GRANTEES.

CERTIFICATE OF AUTHORITY LICENSE NUMBER LS-2014013548 EXPIRATION 12/31/2022

SURVEY NOT VALID UNLESS SIGNED IN BLUE INK

MJ SURVEYING, LLC
www.MJSurveyingLLC.com
PH 417.623.2525
2224 S. MAIN ST.
JOPLIN, MO 64804

DRAWN EM/JM	DATE 7/15/2021	JORDAN CHAPMAN
APPROVED BAA	DATE 7/15/2021	PART OF NE 1/4 SEC. 18, T27, R33 CITY OF JOPLIN JASPER COUNTY, MO.
SCALE 1" = 40'	SHEET 1 OF 1	PROJECT # 21279

CB 2021-281

Case 046-21: Preliminary Plat Review – A request to review the Preliminary Plat of Par Lane Addition located at the End of Right-of-way of W. Par Ln. – 4 State Builders.

John Bolte, Small Arrow Engineering, 1302 S, Main St., Joplin, MO. We have annexed in the 4-acre site into the City of Joplin. This plat has 14 lots on this property, and they will be R-1 (Single family Residential). There are two lots that are larger in size, lot 14 contains a retention basin to the north which will capture the runoff for that part of the sub-division. In lots 11 and 12, additional space designated for a second basin against the railroad right-of-way. The sewer would be extended from the east. There is a little off-site to bring it in to serve the sub-division. The Missouri American Water Company will provide the water and have planned to extend the end of their main. The street has been platted so it can be extended to the city limits with Jasper County. We are not asking for any variances; we were able to site this with all 14 lots meeting the required footage. Also, we have included the installation of sidewalk along the south side of Par Lane coming in and then along the east side of Eagle Court.

Mr. Eastman asked if the cul-de-sac meets the requirements that a firetruck can get in if need be?

Mr. Bolte stated that they have a radius for that per city code.

Ms. Bruckner-Sears asked the audience if there was anyone to speak in favor of this case? There was not, she also asked if there was anyone in the audience in opposition of this case?

Richard Hatfield, 2026 Fairway Drive, Joplin, MO. Currently the President of the HOA of Twin Hills Estate. On behalf of the board, there is concern on how many houses are going to be built and meeting the size and requirements. The main concern the board has is on Par Lane the curve that is Twin Hill to Par Lane is a 90 degree turn and narrow. It has got curbing that is asphalt which was grandfathered in back in 1985. Some other concerns are water runoff. The land is flat, and it doesn't show any new contour lines. The front detention pond will eventually go into the road. The one in the back will go onto private property, something will have to change on that. There are also discussions about a fire hydrant being put in, which the closest is at Golf Links and Twin Hills.

Mr. Stanton stated that fire service will be required. There is a minimum distance requirement of approximately 500 to 600 feet that firetrucks can be from fire hydrants. There will be a fire hydrant at the cul-de-sac.

Mr. Bolte stated there will be two fire hydrants where the water main dead ends.

Mark Lane, 2230 S. Fairway Drive, Joplin, MO. The concern is the traffic. With 14 new homes there will be approximately 28 more cars, one way in and one way out. The neighbors and I are also concerned about the size of the homes. We all have large homes and large lots, and these are smaller lots with smaller homes. He also wanted to know if the City of Joplin would be responsible to make Par Lane easier to get through there. The problem is Twin Hills and Par Lane.

Mr. Stanton stated he would have to look into that. The Public Works Department has the jurisdiction over streets.

Ken Myers, 4410 Golf Link Drive, Joplin, MO. He is in the 185' circle and we have concerns. If you look at the map and you see the other houses with large lots and then what he wants to establish, the lots are very small. Plus, these 4 acres are in the complete stuck back in the far corner, with Par Lane and

Twin Hills the only way in and out. I think it will ruin our subdivision with all the extra traffic. It feels like we are getting things shoved down our throat with out any knowledge of what's going on,

Ms. Bruckner-Sears asked if the Commissioners had any questions or discussion? They did not.

MR. EASTMAN MOVED, SECONDED BY MS. STEELE THAT CASE 046-21 BE APPROVED. MOTION CARRIED, WITH MS. BRUCKNER-SEARS, MR. EASTMAN, MS. STEELE, MR. MCCULLOUGH, AND MS. PHILLIPS VOTING "AYE", (5 IN FAVOR, 2 ABSENT)

Case 047-21: Final Plat Review – A request to review the Final Plat of Par Lane Addition located at the End of Right-of-way of W. Par Ln. – 4 State Builders.

John Bolte, Small Arrow Engineering, 1302 S, Main St., Joplin, MO. Final Plat just shows lot sizes and dimensions and removes all the information about the utilities. We are taking all concerns into consideration. The traffic flow is considerably low compared to some other subdivisions Mr. Bolte also stated that when the houses were built, they were in the county with septic tanks and that is probably why the lots were bigger.

Ms. Bruckner-Sears asked if any of the Commissioners had any questions. They did not. Ms. Bruckner-Sears asked if there was anyone in the audience to speak in favor of this request? There was not. Ms. Bruckner-Sears asked if there was anyone opposed to this request? There was not.

MR. EASTMAN MOVED, SECONDED BY MR. MCCULLOUGH THAT CASE 047-21 BE FORWARDED TO THE CITY COUNCIL WITH THE RECOMMENDATION FOR APPROVAL. MOTION CARRIED, WITH MS. BRUCKNER-SEARS, MR. EASTMAN, MS. STEELE, MR. MCCULLOUGH, AND MS. PHILLIPS VOTING "AYE", (5 IN FAVOR, 2 ABSENT)

Z&P Meeting: August 9, 2021
City Council Meeting: September 7, 2021

STAFF PLANNING REPORT
Preliminary Plat

CASE 047-21 A request to review the final plat of Par Lane Addition

LOCATION End of Right-of-way of W. Par Ln.

APPLICANT 4 State Builders

EXISTING CONDITIONS

Zoning	Land Use	Property Size
R-1	Vacant	Approx. 3.95 Acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	Out of City Limits	R-1	R-2	Out of City Limits
Land Use	Single-family Residential	Agriculture/Vacant	Single-family Residential	Single-family Residential

SUBDIVISION

Number of Lots
14

TRANSPORTATION

Streets with access	Classification	Right-of-way width
W. Par Ln.	Local	50'

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

No.

UTILITIES

Utilities are to be extended.

FLOOD PLAIN

This property is not in the flood plain.

STAFF ANALYSIS

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

Yes.

DISCUSSION

This final plat approval is for Par Lane Addition, a new subdivision in recently annexed land. A previous preliminary plat was submitted that included smaller lots for a proposed townhouse development that was denied by the Planning and Zoning Commission. This plat was designed to be in compliance with our zoning and subdivision regulations for the R-1 district. The final plat does require approval by the City Council.

Blake Onstot and Jordan Chapman of 4 State Builders are seeking approval of a final plat for a 14-lot subdivision located at the end of right-of-way of W. Par Ln. The property is presently zoned R-1 and will allow for the development of single-family homes. The proposed subdivision will include an extension of W. Par Ln. with a stubbed dead end to the West for future development and connections. It also includes a new street extending South that will have a cul-de-sac. Utilities will be extended throughout the development to provide for each lot. All utility and street extensions will be built to City specifications.

Staff recommends approval of Case 047-21.

ATTACHMENTS

- Application
- Map

RECEIVED 7-19-21

CITY OF JOPLIN, MISSOURI

FINAL PLAT CHECKLIST

Subdivision No.: 044-21
Date Filed: _____
Date of Meeting: 8-9-21
Filing Fee: _____

Return Form To:
Planner
602 S. Main St.
Joplin, Missouri 64802
417-624-0820 Ext. 511
FAX 417-625-4738

I. Name of Subdivision: Par Lane Addition
II. Name of Owner: 4 State Builders
III. Name of Subdivider: James Orstot / Jordan Chapman
IV. Name of Person who prepared the Plat: SAE / MJ Surveying, LLC
V. Date of Hearing: Aug 9, 2021
VI. Location of Property by Streets: Par Lane west of Twin Hills Drive
VII. Present Zoning of Property: R-1
VIII. Present Uses of Property: R-1
IX. No. of Acres in Total Tract: 3.95 ac. No. of Lots: 14

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

IX. Does the Final Plat show the following information?	Yes	No
A. Name of the subdivision	✓	
B. Location of section, township, range, county and state, including the descriptive boundaries of the subdivision based on an accurate traverse, giving angular and linear dimensions which must be mathematically correct.	✓	
C. Location of monuments or bench marks. Location of such monuments shall be shown in reference to existing official monuments or the nearest established street, lines, including the true angles and distances to such reference points or monuments.	✓	
D. The location of lots, blocks, streets, public highways, alleys, parks and other features, with accurate dimensions in feet and		

decimals of feet with the length of radii on all curves, and other information necessary to reproduce the plat on the ground. Dimensions shall be shown from all curbs to lot lines. ✓ ____

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

F. Exact locations, widths and names of all streets and alleys to be dedicated. ✓ ____

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

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

I. Building setback lines on the front and side streets with dimensions. ✓ ____

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

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

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

XI. Was the original on mylar, tracing cloth, or similar material, and were 10 copies submitted? ✓ ____

XII. Have all acknowledgments been signed?

A. Owner or owners and all mortgager. ____ ____

B. Dedications or reservations. ✓ ____

C. Surveyor preparing plat. ✓ ____

XIII. Has certification been submitted stating that all taxes and special assessments due and payable have been paid? ____ ____

XIV. Deed Restrictions:

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

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

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

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

— Please see attached spreadsheet of Anticipated Public Improvement Costs

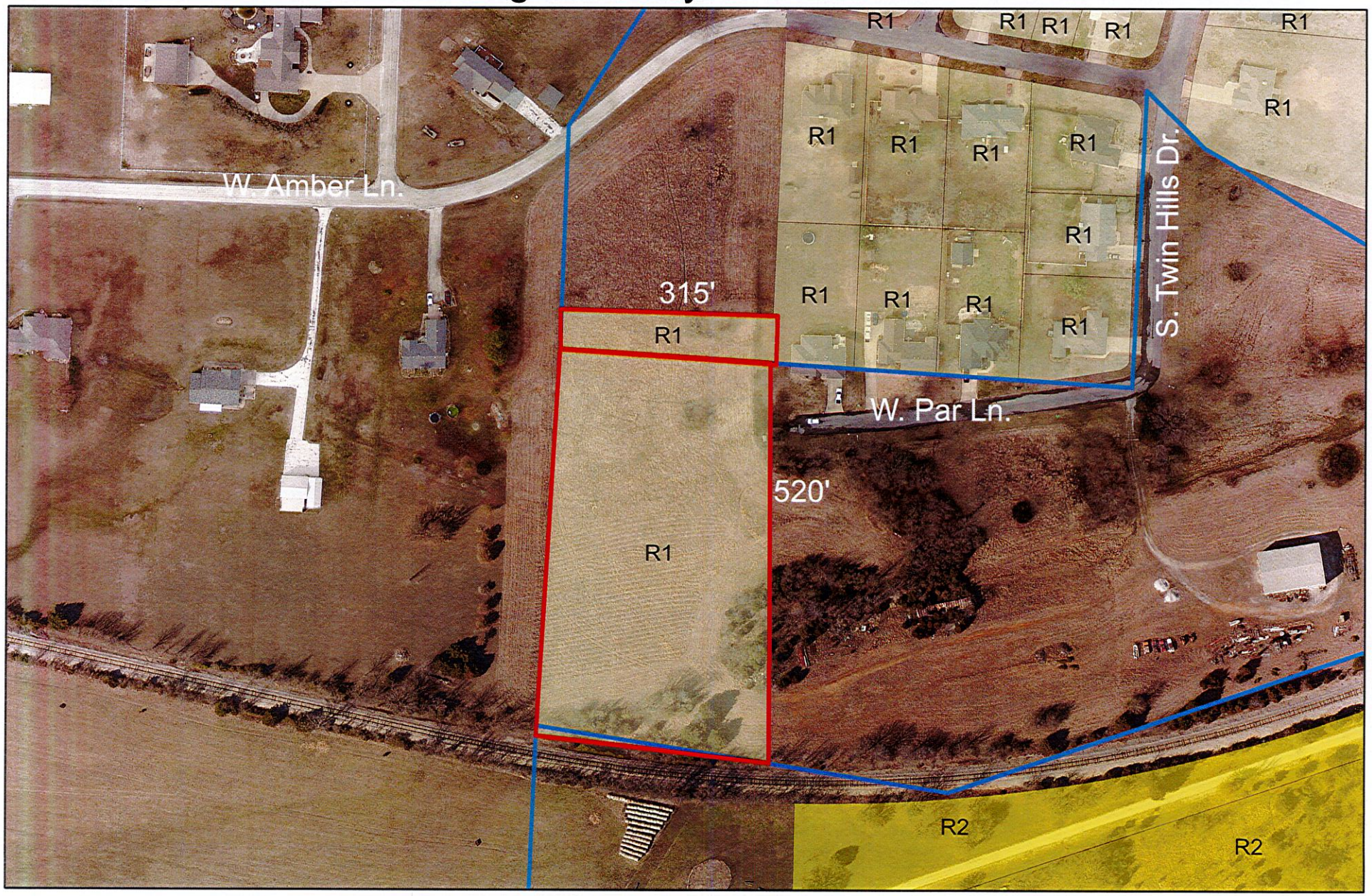
XVI. Are additional comments attached? ✓ _____

Preliminary plats that do not meet subdivision regulations will not be processed to the Planning and Zoning Commission until corrected.

_____, P.E.
Signature

July 19, 2021
Date

Case 047-21 - End of Right-of-way of W. Par Ln. - Final Plat Review



Case 047-21: Preliminary Plat Review – A request to review the Final Plat of Par Lane Addition located at the End of Right-of-way of W. Par Ln. – 4 State Builders.

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2021-281 – Final Plat Review, Par Lane Addition.

MEETING DATE:
September 7, 2021

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

SUMMARY REQUEST:
Case 047-21: Final Plat Review – A request to review the Final Plat of Par Lane Addition located at the End of Right-of-way of W. Par Ln. – 4 State Builders.

BACKGROUND:
This final plat approval is for Par Lane Addition, a new subdivision in recently annexed land. A previous preliminary plat was submitted that included smaller lots for a proposed townhouse development that was denied by the Planning and Zoning Commission. This plat was designed to be in compliance with our zoning and subdivision regulations for the R-1 district.

This 14-lot subdivision located at the end of right-of-way of W. Par Ln. The property is presently zoned R-1 and will allow for the development of single-family homes. The proposed subdivision will include an extension of W. Par Ln. with a stubbed dead end to the West for future development and connections

PLANNING & ZONING COMMISSION TESTIMONY:
John Bolte, Small Arrow Engineering, 1302 S, Main St., Joplin, MO. Final Plat just shows lot sizes and dimensions and removes all the information about the utilities. We are taking all concerns into consideration. The traffic flow is considerably low compared to some other subdivisions Mr. Bolte also stated that when the houses were built, they were in the county with septic tanks and that is probably why the lots were bigger.

PUBLIC COMMENT:
None.

FUNDING SOURCE
These payments are included in the FY 2020-21 budget of the Community Planning Fund.

RECOMMENDATION:
Staff recommends approval of Case 047-21.
Planning and Zoning Commission approved Case 047-21 (5 Favor, 2 Absent,)

ATTACHMENTS:
CB 2021-280, Planning Report, Commission Minutes, Plat-Par Lane Addition.

P & Z Case 047-21
4 State Builders.
(P & Z Recommended Approval)

COUNCIL BILL NO. 2021-281 ORDINANCE NO.

AN ORDINANCE establishing grades and accepting the Final Plat of Par Lane Addition located at the End of Right-of-way of W. Par Ln. in the City of Joplin, Jasper County, Missouri.

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

Section 1. That the grades in the Plat of Subdivision located at the End of Right-of-way of W. Par Ln. in the City of Joplin, Jasper County, Missouri be and the same are hereby fixed and established as follows:

A PART OF LAND BEING IN THE NORTH ONE-HALF (N1/2) OF SECTION 18, TOWNSHIP 27, RANGE 33, JASPER COUNTY MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF LOT NUMBER THIRTEEN (13), IN CREST VIEW 2ND SUBDIVISION, THENCE NORTH 00 DEGREES 46 MINUTES 38 SECONDS EAST ALONG THE EAST LINE OF SAID LOT NUMBER THIRTEEN (13), 506.07 FEET, THENCE NORTH 89 DEGREES 55 MINUTES 33 SECONDS EAST, 324.05 FEET, THENCE SOUTH 00 DEGREES 05 MINUTES 01 SECONDS EAST, 544.71 TO THE NORTH RIGHT-OF-WAY OF BURLINGTON NORTHERN RAILROAD, THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1884.86 FEET, WITH AN ARC LENGTH OF 334.34 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 83 DEGREES 25 MINUTES 09 SECONDS WEST, 333.91 FEET TO THE POINT OF BEGINNING, BEING SUBJECT TO ALL EASEMENTS, RIGHT-OF-WAYS, AND RESERVATIONS OF RECORD, CONTAINING 3.99 ACRES MORE OR LESS.

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

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

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2021, by a vote of _____.

_____
Ryan D. Stanley, Mayor

ATTEST:

_____

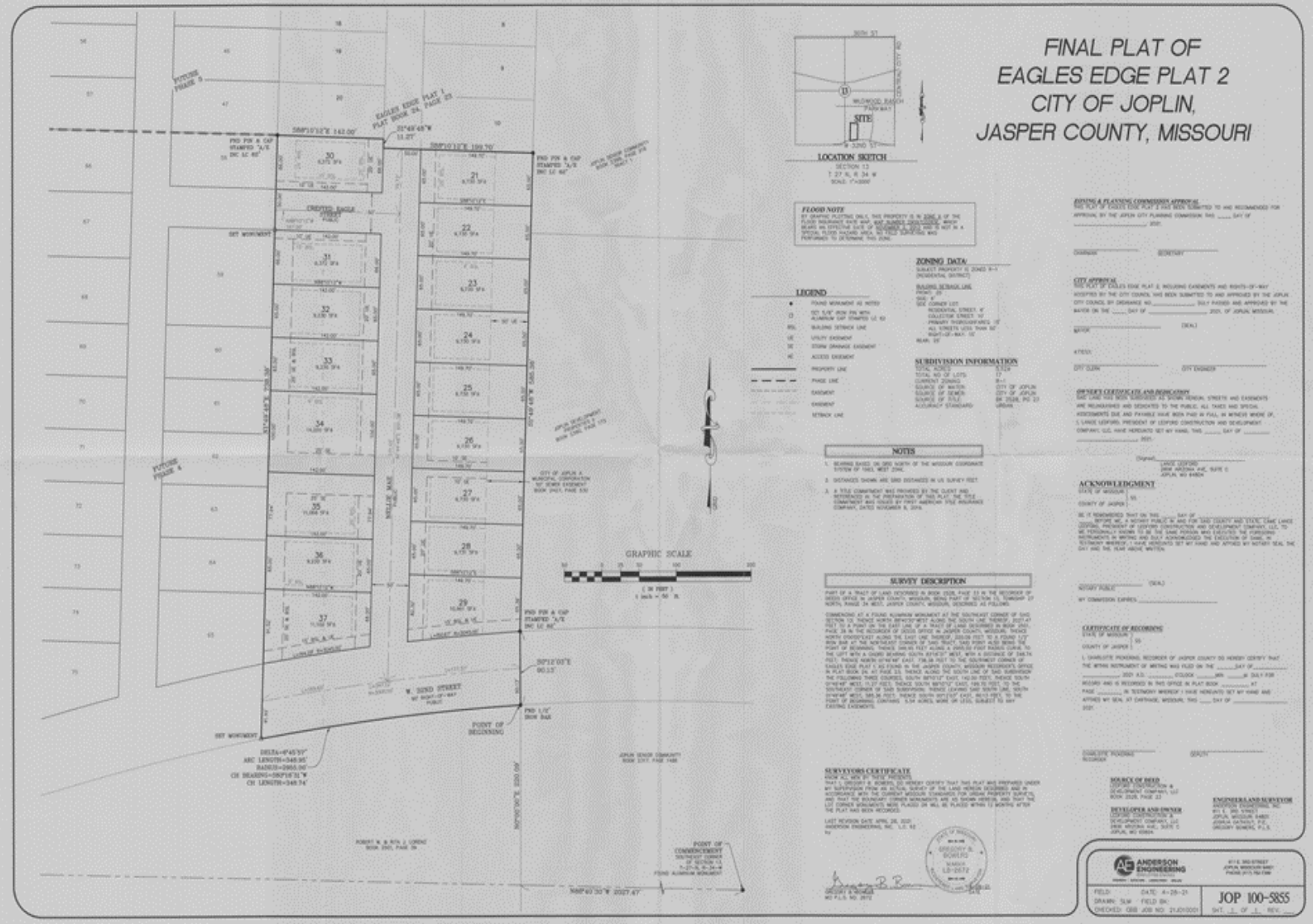
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

FINAL PLAT OF EAGLES EDGE PLAT 2 CITY OF JOPLIN, JASPER COUNTY, MISSOURI



LOCATION SKETCH

SECTION 13
T 27 N, R 34 W
SCALE: 1"=1000'

FLOOD NOTE

BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS IN ZONE X OF THE FLOOD INSURANCE RATE MAP, MAP NUMBER 29097C0195E, WHICH BEARS AN EFFECTIVE DATE OF NOVEMBER 4, 2016 AND IS NOT IN A SPECIAL FLOOD HAZARD AREA AS FIELD SURVEYING WAS PERFORMED TO DETERMINE THIS ZONE.

LEGEND

- FOUND MONUMENT AS NOTED
- SET 5/8" IRON PIN WITH ALUMINUM CAP STAMPED LS 93
- BSL BUILDING SETBACK LINE
- UE UTILITY EASEMENT
- SDE STORM DRAINAGE EASEMENT
- AE ACCESS EASEMENT
- PROPERTY LINE
- PHASE LINE
- EASEMENT
- EASEMENT
- SETBACK LINE

ZONING DATA

SUBJECT PROPERTY IS ZONED R-1 (RESIDENTIAL DISTRICT)

BUILDING SETBACK LINE
FRONT: 25'
SIDE: 8'
- SIDE CORNER LOT
  - RESIDENTIAL STREET: 15'
  - COLLECTOR STREET: 15'
  - PRIMARY THOROUGHFARES: 15'
  - ALL STREETS LESS THAN 60' RIGHT-OF-WAY: 10'

REAR: 25'

SUBDIVISION INFORMATION

TOTAL ACRES	9.52±
TOTAL NO OF LOTS	17
CURRENT ZONING	R-1
SOURCE OF WATER	CITY OF JOPLIN
SOURCE OF SEWER	CITY OF JOPLIN
SOURCE OF TITLE	BK 2328, PG 23
ACCURACY STANDARD	URBAN

NOTES

1. BEARING BASED ON GPS NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983, WEST ZONE.
2. DISTANCES SHOWN ARE GRID DISTANCES IN US SURVEY FEET.
3. A TITLE COMMITMENT WAS PROVIDED BY THE CLIENT AND REFERENCED IN THE PREPARATION OF THIS PLAT. THE TITLE COMMITMENT WAS ISSUED BY FIRST AMERICAN TITLE INSURANCE COMPANY, DATED NOVEMBER 6, 2019.

SURVEY DESCRIPTION

PART OF A TRACT OF LAND DESCRIBED IN BOOK 2328, PAGE 23 IN THE RECORDER OF DEEDS OFFICE IN JASPER COUNTY, MISSOURI, BEING PART OF SECTION 13, TOWNSHIP 27 NORTH, RANGE 34 WEST, JASPER COUNTY, MISSOURI, DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND ALUMINUM MONUMENT AT THE SOUTHEAST CORNER OF SAID SECTION 13; THENCE NORTH 89°40'30" WEST ALONG THE SOUTH LINE THEREOF, 2027.47 FEET TO A POINT ON THE EAST LINE OF A TRACT OF LAND DESCRIBED IN BOOK 2421, PAGE 28 IN THE RECORDER OF DEEDS OFFICE IN JASPER COUNTY, MISSOURI; THENCE NORTH 01°12'03" EAST ALONG THE EAST LINE THEREOF, 2333.08 FEET TO A FOUND 1/2" IRON BAR AT THE NORTHEAST CORNER OF SAID TRACT, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE 599.70 FEET ALONG A 2955.00 FOOT RADIUS CURVE TO THE LEFT WITH A CHORD BEARING SOUTH 83°18'31" WEST, WITH A DISTANCE OF 548.74 FEET; THENCE NORTH 01°49'48" EAST, 736.39 FEET TO THE SOUTHWEST CORNER OF EAGLES EDGE PLAT 1, AS FOUND IN THE JASPER COUNTY, MISSOURI RECORDER'S OFFICE IN PLAT BOOK 24, AT PAGE 23; THENCE ALONG THE SOUTH LINE OF SAID SUBDIVISION THE FOLLOWING THREE COURSES; SOUTH 88°10'12" EAST, 142.00 FEET; THENCE SOUTH 01°49'48" WEST, 11.27 FEET; THENCE SOUTH 88°10'12" EAST, 199.70 FEET, TO THE SOUTHEAST CORNER OF SAID SUBDIVISION; THENCE LEAVING SAID SOUTH LINE, SOUTH 01°49'48" WEST, 545.39 FEET; THENCE SOUTH 01°12'03" EAST, 90.13 FEET, TO THE POINT OF BEGINNING. CONTAINS 9.54 ACRES, MORE OR LESS, SUBJECT TO ANY EXISTING EASEMENTS.

SURVEYORS CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS:
THAT I, GREGORY B. BOWERS, DO HEREBY CERTIFY THAT THIS PLAT WAS PREPARED UNDER MY SUPERVISION FROM AN ACTUAL SURVEY OF THE LAND HEREIN DESCRIBED AND IN ACCORDANCE WITH THE CURRENT MISSOURI STANDARDS FOR URBAN PROPERTY SURVEYS, AND THAT THE BOUNDARY CORNER MONUMENTS ARE AS SHOWN HEREON, AND THAT THE LOT CORNER MONUMENTS WERE PLACED OR WILL BE PLACED WITHIN 12 MONTHS AFTER THE PLAT HAS BEEN RECORDED.

LAST REVISION DATE: APRIL 28, 2020
ANDERSON ENGINEERING, INC. L.C. 93
by

GREGORY B. BOWERS
MO P.L.S. NO. 2672

STATE OF MISSOURI
GREGORY B. BOWERS
NUMBER LS-2672
SURVEYOR

JOPLIN & PLANNING COMMISSION APPROVAL

THIS PLAT OF EAGLES EDGE PLAT 2 HAS BEEN SUBMITTED TO AND RECOMMENDED FOR APPROVAL BY THE JOPLIN CITY PLANNING COMMISSION THIS ____ DAY OF _____, 2021.

CHAIRMAN _____ SECRETARY _____

CITY APPROVAL

THIS PLAT OF EAGLES EDGE PLAT 2, INCLUDING EASEMENTS AND RIGHTS-OF-WAY ACCEPTED BY THE CITY COUNCIL HAS BEEN SUBMITTED TO AND APPROVED BY THE JOPLIN CITY COUNCIL BY ORDINANCE NO._____ DULY PASSED AND APPROVED BY THE MAYOR ON THE ____ DAY OF _____, 2021, OF JOPLIN, MISSOURI.

_____ (SEAL)
MAYOR

ATTEST:

CITY CLERK _____ CITY ENGINEER _____

OWNER'S CERTIFICATE AND DEDICATORY

SAID LAND HAS BEEN SUBDIVIDED AS SHOWN HEREON. STREETS AND EASEMENTS ARE RECOGNIZED AND DEDICATED TO THE PUBLIC. ALL TAXES AND SPECIAL ASSESSMENTS DUE AND PAYABLE HAVE BEEN PAID IN FULL. IN WITNESS WHERE OF, I, LANCE LEDFORD, PRESIDENT OF LEDFORD CONSTRUCTION AND DEVELOPMENT COMPANY, LLC, HAVE HEREUNTO SET MY HAND, THIS ____ DAY OF _____, 2021.

[Signed] _____
LANCE LEDFORD
2808 ARIZONA AVE, SUITE C
JOPLIN, MO 64804

ACKNOWLEDGMENT

STATE OF MISSOURI)
) SS
COUNTY OF JASPER)

BE IT REMEMBERED THAT ON THIS ____ DAY OF _____, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, CAME LANCE LEDFORD, PRESIDENT OF LEDFORD CONSTRUCTION AND DEVELOPMENT COMPANY, LLC, TO ME PERSONALLY KNOWN TO BE THE SAME PERSON WHO EXECUTED THE FORGOING INSTRUMENTS IN WRITING AND DULY ACKNOWLEDGED THE EXECUTION OF SAME. IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY NOTARY SEAL THE DAY AND THE YEAR ABOVE WRITTEN.

_____ (SEAL)
NOTARY PUBLIC
MY COMMISSION EXPIRES: _____

CERTIFICATE OF RECORDING

STATE OF MISSOURI)
) SS
COUNTY OF JASPER)

I, CHARLOTTE PICKERING, RECORDER OF JASPER COUNTY DO HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OF WRITING WAS FILED ON THE _____ DAY OF _____, 2021 A.D. _____ O'CLOCK _____M. _____ IN DULY FOR RECORD AND IS RECORDED IN THIS OFFICE IN PLAT BOOK _____ AT PAGE _____. IN TESTIMONY WHEREOF I HAVE HEREUNTO SET MY HAND AND AFFIXED MY SEAL AT CARTHAGE, MISSOURI, THIS ____ DAY OF _____, 2021.

CHARLOTTE PICKERING
RECORDER

SEAL(S)

SOURCE OF DEED
LEDFORD CONSTRUCTION & DEVELOPMENT COMPANY, LLC
BOOK 2328, PAGE 23

DEVELOPER AND OWNER
LEDFORD CONSTRUCTION & DEVELOPMENT COMPANY, LLC
2808 ARIZONA AVE., SUITE C
JOPLIN, MO 63804

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

ANDERSON ENGINEERING
811 E. 3RD STREET
JOPLIN, MISSOURI 64801
PHONE (417) 782-7588

FIELD: DATE: 4-28-21
DRAWN: SLW FIELD BK:
CHECKED: GBB JOB NO: 21J010001

JOP 100-5855
SHT. 1 OF 1 REV. ___

Cur 05-21

Case 031-21: Final Plat Review – A request to review the Final Plat of Eagles Edge Phase 2 located at the end of public right-of-way of W. 32nd St. – Ledford Construction & Development, LLC.

Logan Ellis, Anderson Engineering presenting this final plat of Eagles Edge Phase 2. It contains 17 new lots over 5 ½ acres.

Ms. Bruckner-Sears asked if the Commissioners had any questions. They did not.

Ms. Bruckner-Sears asked if there was anyone in the audience who would like to speak in favor of this case? There was not. Ms. Bruckner-Sears asked if there was anyone in the audience who would like to speak in opposition to this case? There was not.

MS. STEELE MOVED, SECONDED BY MR. EASTMAN THAT CASE 031-21 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL. MOTION CARRIED, WITH MS. BRUCKNER-SEARS, MS. STEELE, MR. MCCULLOUGH, MR. EASTMAN, MR. KIMBLE, MS. PHILLIPS, AND MS. WARREN VOTING "AYE". (7 IN FAVOR)

Z&P Meeting: June 14, 2021
City Council Meeting: July 6, 2021

STAFF PLANNING REPORT
Final Plat

CASE 031-21 Final Plat Review

NAME OF SUBDIVISION Eagles Edge Phase 2

LOCATION: Between W. Wildwood Ranch Pkwy. and W. 32nd St.

APPLICANT: James & Lance Ledford

PRESENT ZONING: R-1 Single-family Residential

PRESENT LAND USE: Vacant

SITE CONTEXT:

	North	East	South	West
Existing Zoning	R-1	R-1	R-1	R-1
Land Use	Vacant	Vacant	Vacant	Vacant

SUBDIVISION:

Number of lots
16

TRANSPORTATION:

Streets with access	Classification	Right-of-way width
W. 32nd St.	Collector	90'
W. Wildwood Ranch Pkwy.	Collector	65'

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

No.

UTILITIES: Some existing. New easements are included with the replat. A new sewer extension is planned as well as stormwater system.

FLOOD PLAIN: N/A

STAFF ANALYSIS:

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

Yes.

DISCUSSION:

This final plat approval is for Eagles Edge Subdivision Phase 2 located in Wildwood Ranch. This subdivision will be the second phase, consisting of 16 lots of the total planned 152 lots, zoned R-1 Single-family Residential. The Final Plat does require City Council approval. This plat meets the requirements of the subdivision regulations.

James and Lance Ledford are seeking a 16-lot final plat for a planned 152-lot subdivision for new single-family dwelling development located between W. Wildwood Ranch Pkwy. and W. 32nd St. The applicant will be extending both of those streets the length of the development as well as other utilities. The applicant is providing access through the development with streets going east to west along with sidewalk access across, as well as a stub out to the west for cross-access to future development. All lots meet the minimum lot size requirements for area and width. There will be stormwater facilities provided through the development to direct water flow to a detention area in the Northwest corner of the development.

With the approval of this plat, a total of 36 lots of the 152 shown on the preliminary plat will be officially platted. The first final plat of this subdivision consisted of 20 lots and was approved in July of 2020.

Staff recommends approval of Case 031-21.

ENCLOSURES:

Application
Final Plat

CITY OF JOPLIN, MISSOURI

FINAL PLAT CHECKLIST

Subdivision No.: 031-21
Date Filed:
Date of Meeting: 6-14-21
Filing Fee:

Return Form To:
Planner
602 S. Main St.
Joplin, Missouri 64802
417-624-0820 Ext. 511
FAX 417-625-4738

I. Name of Subdivision: Eagles Edge Subdivision
II. Name of Owner: Ledford Construction + Development, LLC
III. Name of Subdivider: Ledford Construction + Development, LLC
IV. Name of Person who prepared the Plat: Gregory B. Bowers
V. Date of Hearing: June 14th, 2021
VI. Location of Property by Streets: Approx. 0.30 miles west of 32nd + John Duffy intersection
VII. Present Zoning of Property: R1
VIII. Present Uses of Property: Residential
IX. No. of Acres in Total Tract: 5.52 No. of Lots: 16

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

IX. Does the Final Plat show the following information?	Yes	No
A. Name of the subdivision	✓	
B. Location of section, township, range, county and state, including the descriptive boundaries of the subdivision based on an accurate traverse, giving angular and linear dimensions which must be mathematically correct.	✓	
C. Location of monuments or bench marks. Location of such monuments shall be shown in reference to existing official monuments or the nearest established street, lines, including the true angles and distances to such reference points or monuments.	✓	
D. The location of lots, blocks, streets, public highways, alleys, parks and other features, with accurate dimensions in feet and		

decimals of feet with the length of radii on all curves, and other information necessary to reproduce the plat on the ground. Dimensions shall be shown from all curbs to lot lines. ✓ ____

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

F. Exact locations, widths and names of all streets and alleys to be dedicated. ✓ ____

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

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

I. Building setback lines on the front and side streets with dimensions. ✓ ____

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

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

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

XI. Was the original on mylar, tracing cloth, or similar material, and were 10 copies submitted? ✓ ____

XII. Have all acknowledgments been signed?

A. Owner or owners and all mortgager. ____ ____

B. Dedications or reservations. ____ ____

C. Surveyor preparing plat. ____ ____

XIII. Has certification been submitted stating that all taxes and special assessments due and payable have been paid? ____ ____

XIV. Deed Restrictions:

A. Are any deed restrictions planned for subdivision? ____ ____

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

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

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

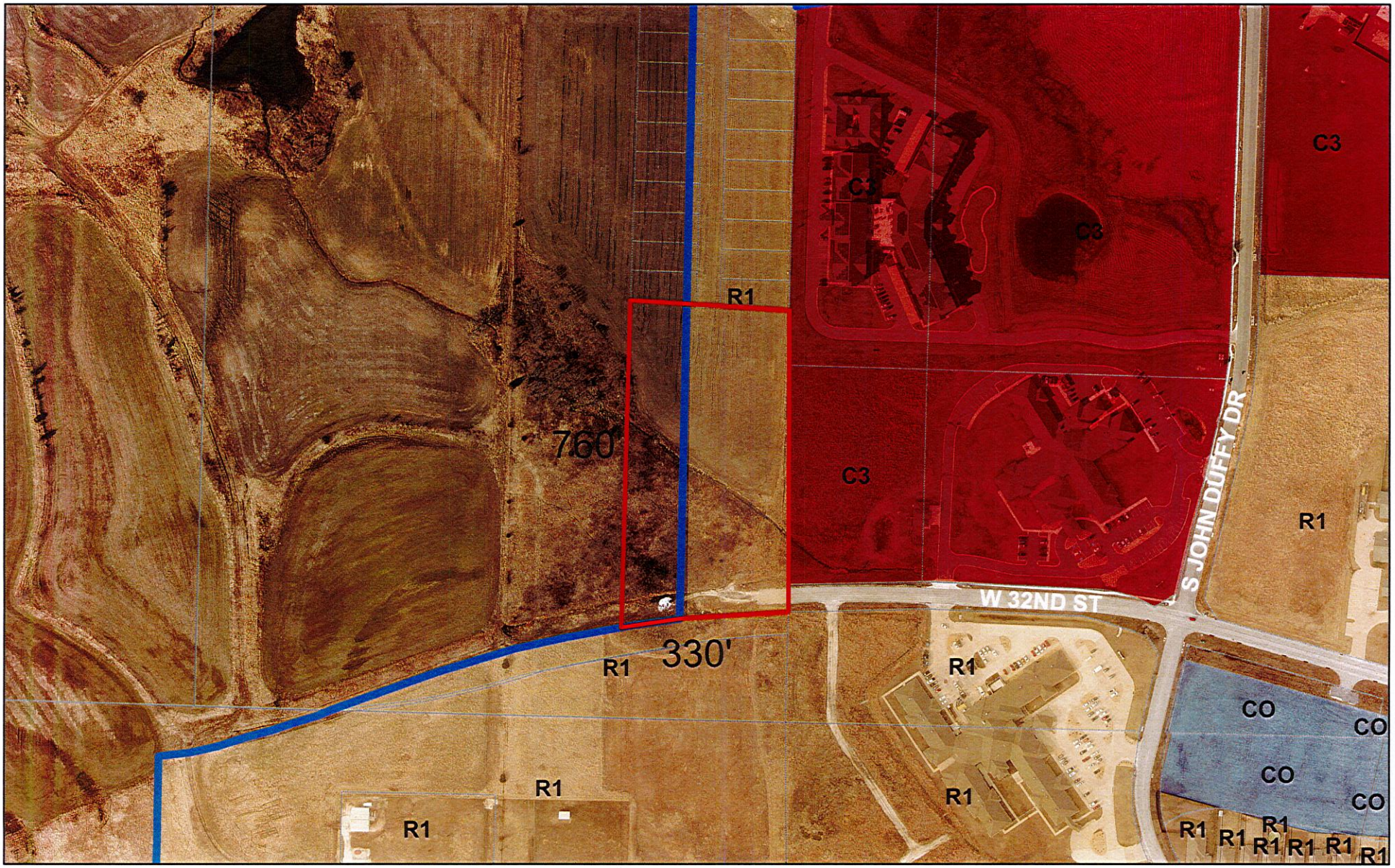
XVI. Are additional comments attached? _____ _____

Preliminary plats that do not meet subdivision regulations will not be processed to the Planning and Zoning Commission until corrected.

_____ 4.30.21

Signature Date

Case 031-21: Final Plat Review



Case 031-21: Final Plat Review – A request to review the Final Plat of Eagles Edge Phase 2 located at the end of public right-of-way of W. 32nd St. – Ledford Construction & Development, LLC.

0 150 300 600 900 1,200 Feet

N

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2021-282 – Final Plat Review, Eagles Edge Phase 2 Subdivision.

MEETING DATE:
September 7, 2021

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

SUMMARY REQUEST:
Case 031-21: Final Plat Review – A request to review the Final Plat of Eagles Edge Phase 2 located at the end of public right-of-way of W. 32nd St. – Ledford Construction & Development, LLC.

BACKGROUND:
Logan Ellis, Anderson Engineering presenting this final plat of Eagles Edge Phase 2. It contains 17 new lots over 5 ½ acres.

This final plat approval is for Eagles Edge Subdivision Phase 2 located in Wildwood Ranch. This subdivision will be the second phase, consisting of 17 lots of the total planned 152 lots, zoned R-1 Single-family Residential. The Final Plat does require City Council approval. This plat meets the requirements of the subdivision regulations

All lots meet the minimum lot size requirements for area and width. There will be stormwater facilities provided through the development to direct water flow to a detention area in the Northwest corner of the development

PUBLIC COMMENT:
None.

FUNDING SOURCE
These payments are included in the FY 2020-21 budget of the Community Planning Fund.

RECOMMENDATION:
Staff recommends approval of Case 031-21.
Planning and Zoning Commission approved Case 031-21 (7 Favor, 0 Nays)

ATTACHMENTS:
CB 2021-282, Planning Report, Commission Minutes, Plat-Eagles Edge Phase 2 Subdivision.

P & Z Case 031-21
Ledford Construction & Development, LLC.
(P & Z Recommended Approval)

COUNCIL BILL NO. 2021-282 ORDINANCE NO.

AN ORDINANCE establishing grades and accepting the Final Plat of Eagles Edge Phase 2 Subdivision located at the end of public right-of-way of W. 32nd St. in the City of Joplin, Jasper County, Missouri.

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

Section 1. That the grades in the Plat of Subdivision located in the City of Joplin, Jasper County, Missouri be and the same are hereby fixed and established as follows:

A PART OF LAND BEING IN THE NORTH ONE-HALF (N1/2) OF SECTION 18, TOWNSHIP 27, RANGE 33, JASPER COUNTY MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF LOT NUMBER THIRTEEN (13), IN CREST VIEW 2ND SUBDIVISION, THENCE NORTH 00 DEGREES 46 MINUTES 38 SECONDS EAST ALONG THE EAST LINE OF SAID LOT NUMBER THIRTEEN (13), 506.07 FEET, THENCE NORTH 89 DEGREES 55 MINUTES 33 SECONDS EAST, 324.05 FEET, THENCE SOUTH 00 DEGREES 05 MINUTES 01 SECONDS EAST, 544.71 TO THE NORTH RIGHT-OF-WAY OF BURLINGTON NORTHERN RAILROAD, THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1884.86 FEET, WITH AN ARC LENGTH OF 334.34 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 83 DEGREES 25 MINUTES 09 SECONDS WEST, 333.91 FEET TO THE POINT OF BEGINNING, BEING SUBJECT TO ALL EASEMENTS, RIGHT-OF-WAYS, AND RESERVATIONS OF RECORD, CONTAINING 3.99 ACRES MORE OR LESS.

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

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

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2021, by a vote of _____.

_____
Ryan D. Stanley, Mayor

ATTEST:

_____

Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

CITY OF JOPLIN
SURPLUS ITEMS

SURPLUS ITEMS:

ITEM	DESCRIPTION	QUANTITY	DEPARTMENT	Equipment #	VIN # if Applicable	ASSET TAG #
office chairs	green leather chairs with padded arms.	2	City Clerk			
office chair	black leather, adjustable	1	City Clerk			

Desktop	Dell	Optiplex 3010	19WXPW1	9033-0000733		IT		4th St	
Misc Network Eq	Box of switches and hubs					IT		4th St	
Desktop	Dell	Optiplex 3010	9VZ8DZ1	9033-0000757		IT		4th St	
Desktop	Dell	Optiplex 3010	19YWPW1	9033-0000732		IT		4th St	
Desktop	Dell	Optiplex 3010	3SWNSW1	9033-0000744		IT		4th St	
Desktop	Dell	Optiplex 3010	9WB9DZ1	9033-0000756		IT		4th St	
Desktop	Dell	Optiplex 3010	FH7P8z1	9033-0000752		IT		4th St	
Desktop	Dell	Optiplex 3020	6HJ2S22	9033-0001290		IT		4th St	
Desktop	Dell	Optiplex 3010	3SVRSW1	9033-0000745		IT		4th St	
Desktop	Dell	Optiplex 3010	19ZVPW1	9033-0000730		IT		4th St	
Desktop	Dell	Optiplex 3020	6HKYR22	9033-0001279		IT		4th St	

CITY OF JOPLIN
SURPLUS ITEMS

Desktop	Dell	Optiplex 3020	6HL5S22	9033-00001289		IT		4th St	
Desktop	Dell	Optiplex 3020	6HK5S22	9033-00001280		IT		4th St	
Desktop	Dell	Optiplex 3020	6HM6S22	9033-00001281		IT		4th St	
Desktop	Dell	Optiplex 3010	19ZVPW1	9033-00000730		IT		4th St	
Desktop	Dell	Optiplex 3010	3SVRSW1	9033-00000745		IT		4th St	
Desktop	Dell	Optiplex 3020	6HJ2S22	9033-00001290		IT		4th St	
Desktop	Dell	Optiplex 3010	FH7Q8Z1	9033-00000753		IT		4th St	
Desktop	Dell	Optiplex 3010	9WR7DZ1	9033-00000755		IT		4th St	
Desktop	Dell	Optiplex 3010	C5CD6Y1	9033-00000740		IT		4th St	
Desktop	Dell	Optiplex 3010	C5BD6Y1	9033-00000737		IT		4th St	
Desktop	Dell	Optiplex 3010	9WB8DZ1	9033-00000805		IT		4th St	
Desktop	Dell	Optiplex 3010	9W07DZ1	9033-00000811		IT		4th St	
Desktop	Dell	Optiplex 3010	9WJ7DZ1	9033-00000795		IT		4th St	NO HDD
Desktop	Dell	Optiplex 3010	9W89DZ1	9033-00000813		IT		4th St	
Laptop	Panasonic	CF-31	4GTYA14573	0033-00000857		IT		4th St	NO HDD

CITY OF JOPLIN
SURPLUS ITEMS

Laptop	Panasonic	CF-31	4GTYA14711	0033-0000877		IT		4th St	NO HDD
Laptop	Panasonic	CF-31	4GTYA14668	0033-0000828		IT		4th St	NO HDD
Laptop	Panasonic	CF-31	4GTYA14690	0033-0000793		IT		4th St	NO HDD
Laptop	Panasonic	CF-31	4GTYA14678	0033-0000800		IT		4th St	NO HDD
Laptop	Panasonic	CF-31	3ATYB18563	0033-0000784		IT		4th St	NO HDD
Laptop	Panasonic	CF-31	4GTYA14784	0033-0000826		IT		4th St	NO HDD
Laptop	Panasonic	CF-31	4GTYA14528	0033-0000846		IT		4th St	NO HDD
Laptop	Panasonic	CF-31	4GTYA14832	0033-0000851		IT		4th St	NO HDD
Laptop	Panasonic	CF-31	4GTYA14823	0033-0000807		IT		4th St	NO HDD
Laptop	Panasonic	CF-31	4GTYA14720	0033-0000843		IT		4th St	NO HDD
Laptop	Panasonic	CF-31	4GTYA14626	0033-0000856		IT		4th St	NO HDD
Laptop	Panasonic	CF-31	4GTYA14733	0033-0000818		IT		4th St	NO HDD
Laptop	Panasonic	CF-31	4GTYA14667	0033-0000852		IT		4th St	NO HDD
Laptop	Panasonic	CF-31	4GTYA14486	0033-0000815		IT		4th St	NO HDD
Laptop	Panasonic	CF-31	4GTYA14569	0033-0000839		IT		4th St	NO HDD

CITY OF JOPLIN
SURPLUS ITEMS

Laptop	Panasonic	CF-31	4GTYA14725	0033-0000795		IT		4th St	NO HDD
Laptop	Panasonic	CF-31	4GTYA14547	0033-0000789		IT		4th St	NO HDD
Laptop	Panasonic	CF-31	4GTYA14829	0033-0000803		IT		4th St	NO HDD
Laptop	Panasonic	CF-31	4GTYA14583	0033-0000831		IT		4th St	NO HDD
Laptop	Panasonic	CF-31	4GTYA14629	0033-0000834		IT		4th St	NO HDD
Laptop	Panasonic	CF-31	4GTYA14615	0033-0000827		IT		4th St	NO HDD
Laptop	Panasonic	CF-31	4GTYA14654	0033-0000829		IT		4th St	NO HDD
Laptop	Panasonic	CF-31	4GTYA14664	0033-0000845		IT		4th St	NO HDD
Laptop	Panasonic	CF-31	4GTYA14790	0033-0000824		IT		4th St	NO HDD
Laptop	Panasonic	CF-31	4GTYA14662	0033-0000844		IT		4th St	NO HDD
Laptop	Panasonic	CF-31	4GTYA14636	0033-0000835		IT		4th St	NO HDD
Laptop	Panasonic	CF-31	4GTYA14613	0033-0000832		IT		4th St	NO HDD
Laptop	Panasonic	CF-31	4GTYA14616	0033-0000833		IT		4th St	NO HDD
Laptop	Panasonic	CF-31	4GTYA14558	0033-0000830		IT		4th St	NO HDD
Laptop	Panasonic	CF-31	4GTYA14617	0033-0000798		IT		4th St	NO HDD

CITY OF JOPLIN
SURPLUS ITEMS

Laptop	Panasonic	CF-31	4GTYA14561	0033-0000842		IT		4th St	NO HDD
Laptop	Panasonic	CF-31	4GTYA14592	0033-0000854		IT		4th St	NO HDD
Laptop	Panasonic	CF-31	4GTYA14729	0033-0000871		IT		4th St	NO HDD
Laptop	Panasonic	CF-31	4GTYA14611	0033-0000841		IT		4th St	NO HDD
Laptop	Panasonic	CF-31	4GTYA14715	0033-0000862		IT		4th St	NO HDD
Laptop	Panasonic	CF-31	3LTYA76968	0033-0000910		IT		4th St	NO HDD
Laptop	Panasonic	CF-31	4GTYA14539	0033-0000836		IT		4th St	NO HDD
Laptop	Panasonic	CF-31	4GTYA14713	0033-0000869		IT		4th St	NO HDD
Laptop	Panasonic	CF-31	4GTYA14687	0033-0000825		IT		4th St	NO HDD
Laptop	Panasonic	CF-31	4GTYA14498	0033-0000797		IT		4th St	NO HDD
Laptop	Panasonic	CF-31	4GTYA14500	0033-0000879		IT		4th St	NO HDD
Laptop	Panasonic	CF-31	4GTYA14728	0033-0000799		IT		4th St	NO HDD
Laptop	Panasonic	CF-31	4GTYA14688	0033-0000837		IT		4th St	NO HDD
Laptop	Panasonic	CF-54	7HTSA57166	0033-0000932		IT			NO HDD
Laptop	Panasonic	CF-54	7HTSA54053	0033-0000933		IT		4th St	NO HDD

CITY OF JOPLIN
SURPLUS ITEMS

Laptop	Panasonic	CF-54	7HTSA54071	0033-0000934		IT		4th St	NO HDD
20 Boxes of Misc. Nortel Phones						IT		4th St	

Message Boards		3	PW	1735;1970; 2011		
Christmas Wreaths		30	PW			
			PW			
Tuttnauer counter top autoclave	#2540 EAP with printer	1	PW			
Muffle furnace Barnstead/Thermodyne 48000		1	PW			0038-0000285
Muffle furnace Barnstead/Thermodyne 48000		1	PW			
HACH refrigerated sampler	base only, no motor	1	PW			
ISCO Sampler motor for 3700 portable sampler		1	PW			
1 Liter plastic cubies with lids	used but clean	35	PW			
Titration ringstand	4 poles wooden	1	PW			
Counter top Centrifuge	4 tube	1	PW			
Dessicator small	counter top 2 shelves	2	PW			
Lab oven	Bluem, stainless steel	1	PW			9038-0000104
Lab oven	QL model 10	1	PW			
Automatic pipettes w. rack Eppendorf		1 set	PW			
Plastic test tube rack	Small	1	PW			
Mini Water bath	Fisher Scientific	1	PW	01-05143		
Lab drawer organizers	plastic large	2	PW			
Ammonia electrode	Orion #9512	1	PW			
1-100 µl Eppendorf pipette tips	diposable	about 600	PW			
Minivac vacuum for electronics and keyboards	with instructions	1	PW			
1-5plastic pipette tips	unopened bag	250	PW			

CITY OF JOPLIN
SURPLUS ITEMS

Electrode Swing arm	used as is	2	PW			
50 ml Centrifuge tubes w. Lids	large box, plastic, new	1 box	PW			
Dissolved Oxygen electrode?	Older but new	1	PW			
Fleakers 150 ml, glass		24	PW			
Pyrex Test Tubes	16X150 mm	60	PW			
Centrifuge tubes, no lids	Pyrex 50 ml	9	PW			
Centrifuge tubes, no lids	Nalgene 15 ml	20	PW			
Box of assorted plasticware	cntfge .tubes,Stbl solids acc.	1	PW			
Temperature compensator electrodes	Fisher model	3	PW			
Specific resistance/ conductivity meter	older and as is	1	PW			
Water Quality instrument	Old, as is in large gray case	1	PW			
Fleakers 300ml glass		10	PW			
Glass and plastic graduated cylinders	various sizes 100 and 200 ml	14	PW			
			PW			
DESK	WOODEN	1	PW	N/A	N/A	N/A
INTERIOR DOOR	WOODEN	2	PW	N/A	N/A	N/A
EXTERIOR DOOR	GLASS	1	PW	N/A	N/A	N/A
OFFICE CHAIRS		3	PW	N/A	N/A	N/A
FILE CABINETS	METAL	4	PW	N/A	N/A	N/A
TV STAND	WOODEN	1	PW	N/A	N/A	N/A
TROLLEY VAN	2015 ARBOC Sprit of Mobility(Chevy)	1	PW	2433	1GB6G5BG2F1117678	0039-0001076
TROLLEY VAN	2015 ARBOC Sprit of Mobility(Chevy)	1	PW	2432	1GB6G5BG2F1117549	0039-0001077
MAPS VAN	2012 FORD ELKHART 23' C/A	1	PW	2270	1FDEE3FL3CDA39183	N/A

ITEM	DESCRIPTION	QUANTITY	DEPARTMENT	Equipment #	VIN # if Applicable	ASSET TAG #
	Sharp Copier	1	3502 WIC	MX-2700N		0039-0000795

CITY OF JOPLIN
SURPLUS ITEMS

	Sharp Copier	1	3504 Medical	MX-2700N		0037-0000551
	Helmer Refrigerator	1	3507 PHP	HLR-120	991733	0036-0000128
	Helmer Refrigerator	1	3507 PHP	HLR-120	1001605	0037-0000768
	Helmer Refrigerator	1	3504 Medical	HLR-120	974749	0037-0000664
	SMART Board	1	3507 PHP	SB 685 1x/MN SB 680		0033-002142
	Long Brown folding table	3	3501 Admin			
	Plastic chair floor mat	3	3501 Admin			
	Rectangular floor mat	1	3501 Admin			
	Red Armless office rolling chair	2	3501 Admin			
	Rolling office chairs w/ arms	5	3501 Admin			
	Blue armless non rolling chair	1	3501 Admin			
	Blue armless rolling chair	1	3501 Admin			
	various CD-Roms and cases	1 box	3501 Admin			
	white cleaning washcloths	4 boxes	3501 Admin			
	7 phone headsets	7	3501 Admin			
	Panasonic cordless telephone	1	3501 Admin			
	set of computer speakers	1	3501 Admin			
	HP OfficeJet 100 mobile printer	3	3501 Admin			
	5 tier plastic shelf unit	1	3501 Admin			
	Stainless plan-roll organizer rack	1	3501 Admin			

CITY OF JOPLIN
SURPLUS ITEMS

	Magnifying glass lamp	1	3501 Admin			
	Pyrex glass 500 ml Volumetric tube	1	3501 Admin			
	plastic 500 ml volumetric tube	1	3501 Admin			
	plastic 10 ml volumetric tube	1	3501 Admin			
	plastic cord hider	2	3501 Admin			
	Dell computer monitor	2	3501 Admin			
	Kodak digital camera	1	3501 Admin			
	Dell laptop docking station	1	3501 Admin			
	Phillips 3-way switch	1	3501 Admin			
	Targus DVD drive	1	3501 Admin			
	cloth Thinkpad case	1	3501 Admin			
	Tool box	1	3501 Admin			

Bikes		75	Police			Lost/ Found		
File cabinet for 3x5 cards		1	Police			N/A		
Air compressor	Homemade	1	Police			21-4045		
Concrete saw	Stihl	1	Police			19-8643		
Compound saw	Hitachi	1	Police			17-11337		

CITY OF JOPLIN
SURPLUS ITEMS

Item	DESCRIPTION	QUANTITY	DEPARTMENT	Equipment #	VIN # if Applicable	ASSET TAG#
Steel Rims	Crown Victorian 17"	17	Garage			
Service Manuals	Different Makes for Cars & Trucks	Pallet	Garage			
Sweeper Brooms	10x32 Nylon	Pallet	Garage			
Sweeper Brooms	Wire	Pallet	Garage			
Chevy Steel Rims	8x6.5 16"	4	Garage			
Gas Generator	Husky	1	Garage			
Police Cages	Ford Explorer	3	Garage			
Police Cages	Ford Taurus	2	Garage			
Police Cages	Dodge Charger	2	Garage			
Parts Washer		1	Garage			

ADDITIONAL ITEMS	DESCRIPTION	QUANTITY	DEPARTMENT	EQUIP #	VIN/ASSET TAG
Desktop File Organizer	30 double sided flip file pockets	1	City Clerk		
Utility Trailer	18’ trailer	1	Athletic Dept/Parks	2075	0037-0000590
Misc shop equipment	1 section of gang reels	1	Athletic Dept/Parks		
Wooden tables	8ft wooden event tables	10	Parks/museum		
Display case 1	Glass & wood display case	1	Parks/ museum		
Display case 2	Glass & wood display case	1	Parks/ museum		
Display case 3	Brass and glass display case	1	Parks/ museum		
Display case 4	Brass and glass display case	1	Parks/ museum		
Display case 5	Brass and glass display case	1	Parks/ museum		
Display case 6	Brass and glass display case	1	Parks/ museum		
Display case 7	Brass and glass display case	1	Parks/ museum		
Christmas décor	Misc Christmas decorations	3 boxes	Parks/museum		
Echo SRM-266T	Weed eater	1	Cemetery		T42512069410

CITY OF JOPLIN
SURPLUS ITEMS

	Dirt Shredder/Screener	1	Cemetery	1265	120 1000
Echo SRM-2620	Weed eater	1	Cemetery		T94215006570
Echo PT-2400	Pole saw	1	Cemetery		528666
International Dump Truck	2004	1	Parks	1913	1JTMNAAM35H699873
Chain Saw	McCullock 20”	1	Police		19-11521
Lawn Mower	Power Pro	1	Police		17-8262
Lawn Mower	Craftsman	1	Police		17-7844
Compact Circular Saw	Worksaw brand 4 ½”	2	Police		17-47
DC Grinder	Dewalt 4 ½ DC power	1	Police		17-13064
Christmas Tree	12 to 15’ foot	1	Airport		