COUNCIL AGENDA
November 21, 2016
6:00 P.M., Council Chambers

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

2. **Roll Call**

3. **Presentations**

   1. Chase The Chill Proclamation

4. **Finalization Of Consent Agenda**

5. **Reports And Communications**

6. **Citizen Requests And Petitions**

7. **Public Hearings**

8. **Consent Agenda**

   1. Minutes Of The November 7, 2016 Joplin City Council Meeting

      Documents:

      11-7 MINS-.PDF

   2. Council Bill 2016-285

      COUNCIL BILL NO. 2016-285 –AN ORDINANCE providing for the vacation of a 15-foot wide public utility easement located 20 feet south of 1365 Crest Drive in the City of Joplin, Jasper County, Missouri.

   3. COUNCIL BILL NO. 2016-286
      AN ORDINANCE providing for the vacation of a public street right-of-way located 500 feet south of the intersection of Seventh Street and Northpark Lane, in the City of Joplin, Jasper County, Missouri.

   4. COUNCIL BILL NO. 2016-287

      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 and including in District R-3-PD property as described below and located on Pearl Avenue from 26th Street to 27th Street in the City of Joplin, Jasper County, Missouri.

   5. COUNCIL BILL NO.2016-288
      AN ORDINANCE approving the voluntary annexation by the City of Joplin of property located 400 feet east of the intersection of 32nd Street and Schifferdecker Avenue in Newton County, Missouri.

   6. COUNCIL BILL NO.2016-289

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 and including in District C-3 property as described below and located 400 feet east of the intersection of 32nd Street and Schifferdecker Avenue in the City of Joplin, Newton County, Missouri.

7. COUNCIL BILL NO. 2016-379

AN ORDINANCE approving the Redevelopment Plans for properties known as the 200 Block Commons located at 215 S. Wall Ave. and 212 S. Joplin Ave.; by Common Based, LLC (Jeff and Carolina Neal) in accordance with the Redevelopment Plans as approved by the Joplin Redevelopment Corporation, Inc.; approving and authorizing the abatement of ad valorem real estate taxes on the improvements to properties located at 215 S. Wall Ave. and 212 S. Joplin Ave, Joplin, Missouri; taxes on the improvements to the real property will be abated at the rate of one hundred percent (100%) for ten (10) years, commencing January 1, 2017 and fifty (50%) for the following fifteen (15) years, ending after December 31, 2041; authorizing the City Manager to execute all instruments approved herein and any other instruments necessary to effectuate the intent of the Council as described herein upon recommendation of the City Attorney.

8. COUNCIL BILL NO. 2016-525

AN ORDINANCE amending Section 42-35, Court costs and other fees, of Article II, Municipal Court, Division I, Generally, of Chapter 42, Courts, of the Code of Ordinances of the City of Joplin to implement certain fee changes; and setting a date when this Ordinance shall become effective.

9. Resolutions

1. RESOLUTION NO. 2016-024

A RESOLUTION authorizing the City Manager to submit a resolution of support and application to the Missouri Highways and Transportation Commission, Blueprint for Safer Roadways Program Agreement.

Documents:

RS2016-024 SUMMARY SHEET.PDF
RES2016-024-SAFER ROADWAYS AGRMT.PDF
RESOLUTIONS.PDF

10. Ordinances - Emergency

1. COUNCIL BILL NO. 2016-153

AN ORDINANCE approving the contract with Bennett Inc, in the amount of One Hundred Eight Thousand Four Hundred Ninety DOLLARS and 50/100 ($108,490.00) for the Schifferdecker Bridge over Turkey Creek Clearing & Grubbing Project in the City of Joplin, Missouri; and containing an emergency clause.

Documents:

SUMMARY SHEET SCHIFF BRIDGE 2016-153.PDF
CB-SCHIFFERDECKER BRIDGE -2016-153.PDF
LOCATION MAP.PDF

BID TAB FORM.PDF

2. COUNCIL BILL NO. 2016-154
AN ORDINANCE approving an agreement for Anderson Engineering Inc. not to exceed One Hundred Seventy Three Thousand and no/100 Dollars ($173,000.00) for Continuing Engineering Services Associated with the 20th Street Improvements from Connecticut Avenue to Range Line Road Project and containing an emergency clause.

Documents:

SUMMARY-20TH ST. IMPROVE 11-21-16.PDF
CB 2016-154 20TH ST. CONN TO RANGE LINE.PDF
WORK AUTH 20TH ST. COMBINED REV.PDF
LOCATION MAP.PDF

3. COUNCIL BILL NO. 2016-156
AN ORDINANCE approving an agreement for Anderson Engineering Inc. not to exceed Two Hundred Thousand Two Hundred Fifty and no/100 Dollars ($200,250.00) for Continuing Engineering Services Associated with the Street, Sidewalk, Curb & Gutter, and Storm Water Projects in the Recovery Area and containing an emergency clause.

Documents:

SUMMARY SW STREET CURB GUTTER 2016 156 11-21-16.PDF
CB 2016-156 SW STREET CURB GUTTER.PDF
WORK AUTH PROJECT 2, NON-LMI ADDITIONAL SERVICES REV.PDF

4. COUNCIL BILL NO. 2016-380
AN ORDINANCE approving the contract by and between the City of Joplin and Jordan Disposal for the demolition of the structure(s) and clearing of lot area located at 1111 W. 12TH ST. in the City of Joplin, Missouri, for the amount of Two Thousand Two Hundred Ninety-nine and 00/100 Dollars (2,299.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

Documents:

CB 2016-380.PDF
CB 2016-380-BIDS.PDF
CB 2016-380-SUMMARY.PDF
PICTURES.PDF

5. COUNCIL BILL NO. 2016-381
AN ORDINANCE approving the contract by and between the City of Joplin and Jordan Disposal for the demolition of the structure(s) and clearing of lot area located at 2311 W. 3RD ST. in the City of Joplin, Missouri, for the amount of Two Thousand Six Hundred Forty-nine and 00/100 Dollars (2,649.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

Documents:

CB 2016-381.PDF
CB 2016-381-BIDS.PDF
CB2016-381 - SUMMARY.PDF

CB2016-381 - PICTURES.PDF

6. COUNCIL BILL NO. 2016-459
AN ORDINANCE approving a Program Services Contract by and between the State of Missouri, Department of Health and Senior Services, and the City of Joplin, Missouri, for a term commencing October 1, 2016 and running through September 30, 2017, for the amount of up to Thirty Two Thousand, Eight Hundred Seventy-Five Dollars and Sixty Two Cents ($32,875.62), to enable the Health Department to provide maternal and child health services to residents of Joplin, authorizing the City Manager to execute the same by and on behalf of the City of Joplin, Missouri; and containing an emergency clause.

Documents:

CB2016-459-SUMMARY SHEET.PDF
CB2016-459-COUNCIL BILL.PDF
CB 2016-459 SUPPLEMENTAL ITEM.PDF

7. COUNCIL BILL NO. 2016-526
AN ORDINANCE amending the Annual Budget of the City of Joplin for the Fiscal Year 2016-2017 as adopted by Ordinance 2016-177 on October 17, 2016, to adjust appropriations and containing an emergency clause.

Documents:

CB 2016-526 BUDGET AMENDMENT ORDINANCE.PDF
CB 2016-526 SUMMARY FY 2017 BUDGET ADJUSTMENT.PDF
CB 2016-526 SCHEDULE A.PDF

8. COUNCIL BILL NO. 2016-617

AN ORDINANCE approving a Contract for Technical Support by and between the City of Joplin, Missouri and Motorola, Inc., dealing with a switch upgrade, customer support, maintenance, and technical support for the City's Motorola Digital Radio System with the cost for the FY 2016-17 Budget of One-Million, Eight-Thousand and Three-Hundred Seventeen Dollars ($1,008,317.00). Beginning the FY 2017-18 Budget through FY 2022-23 Budget an annual cost of One Hundred Forty-Four Thousand, Two-Hundred Sixty-Six Dollars ($144,266.00); authorizing the City Manager to execute the same by and on behalf of the City of Joplin, Missouri; and containing an emergency clause.

Documents:

MOTOROLA AGREEMENT RE DIGITAL RADIO SYSTEM SUPPORT - UPGRADE AND MAINTENANCE_JPD_CB2016-617.PDF
MOTOROLA ORDINANCE RE DIGITAL RADIO SYSTEM SUPPORT - MAINTENANCE_JPD_CB2016-617.PDF
MOTOROLA SOLUTIONS SERVICE AGREEMENT-11092016.PDF

11. Ordinances - First Reading

1. AMENDED COUNCIL BILL NO. 2016-014
AN ORDINANCE APPROVING A PLAN FOR AN INDUSTRIAL DEVELOPMENT PROJECT CONSISTING OF THE ACQUISITION,

CONSTRUCTION, IMPROVEMENT AND EQUIPPING OF A FROZEN FOODS MANUFACTURING FACILITY; AUTHORIZING THE CITY OF JOPLIN, MISSOURI TO ISSUE ITS TAXABLE INDUSTRIAL DEVELOPMENT REVENUE BONDS IN A PRINCIPAL AMOUNT NOT TO EXCEED $44,250,000 TO FINANCE THE COSTS OF SUCH PROJECT; AUTHORIZING AND APPROVING CERTAIN DOCUMENTS; AND AUTHORIZING CERTAIN OTHER ACTIONS IN CONNECTION WITH THE ISSUANCE OF THE BONDS.

Documents:

CHAPTER 100 BONDS PROJECT APP ORDINANCE REVISED FOR 11-21-2016 MEETING_CB2016-014.PDF
SUMMARY_FROZEN FOODS PLANT - CH 100 BONDS 11 21 2016 MEETING_CB2016-014.PDF

2. COUNCIL BILL NO. 2016-155
AN ORDINANCE Approval of License Agreement by and between the City of Joplin and Alpha Air Center, LLC to conduct an Airshow at the Joplin Regional Airport.

Documents:

2016-155 SUMMARY SHEET 2017 AIRSHOW LICENSE AGREEMENT.PDF
AIRSHOW 2017 LICENSE AGREEMENT.PDF
ORDNANCE 2016-155.PDF

3. COUNCIL BILL NO. 2016-382
AN ORDINANCE adopting the 2016 City of Joplin Historic Preservation Plan Update.

Documents:

CB 2016-382.PDF
CB 2016-382-SUMMARY.PDF
JOPLIN PRESERVATION PLAN (1).PDF

12. Ordinances - Second Reading And Third Reading

13. Unfinished Business

14. New Business

1. NEWS FROM THE PIO

2. CLOSED SESSION

Vote to go into closed session, which shall pertain to leasing, purchasing or sale of real estate by a public governmental body where public knowledge of the transaction might adversely affect the legal consideration therefore; and which shall pertain to the hiring, firing, disciplining, or promotion of an employee or particular employees of a governmental body involving personal information; more specifically for the purpose of evaluating certain Council employees; as set forth in Section 610.021(2) (3) RSMo, as amended, 2015. 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.

Anyone wishing to address the Council should step to the podium and state his/her name and address. If the matter is not a Public Hearing, a request to speak to the Council should be prepared prior to the meeting. Speaking time will be limited to five (5) minutes.

Sound enhancement units are available for hearing impaired customers who provide a form of identification as security, which will be returned to the customer upon the return of the unit.

Those in need of disability-related auxiliary aids or services should contact the City Clerk's office at (417) 624-0820, ext. 220 no later than 48 hours prior to the meeting.

Notice posted at ____ p.m. on this the __ day of ____, ____. (RSMo 610.020)

CITY OF JOPLIN
CITY COUNCIL MEETING
MINUTES November 7, 2016

CALL TO ORDER
The regular meeting for the Joplin City Council was called to order at 6:00 p.m.by Mayor Pro Tem Ryan Stanley.

INVOCATION - read by City Clerk Barbara Hogelin

PLEDGE OF ALLEGIANCE to the United States of America –led by Mr. Stinnett

ROLL CALL – Answering Roll Call were: Taylor Brown, Melodee Colbert-Kean, Dan McCreary, Gary Shaw, Ryan Stanley, Phil Stinnett, Jim West. Also in attendance were City Manager Sam Anselm and City Attorney Peter Edwards. Motion by Mr. West. Second by Ms. Colbert-Kean to excuse Mrs. Lewis. Motion carried 7-2. Motion by Ms. Colbert-Kean, second by Mr. McCreary to excuse Mayor Seibert, Motion carried 7-2.

PRESENTATIONS
Veterans Day 2016 Proclamation – Mayor Pro Tem Stanley presented the Veterans Day 2016 Proclamation to Lynden Lawson, Nick Heatherly and Patrick Tuttle, veterans who were in attendance this evening and had all the retired veterans in the audience stand to be recognized.

Proclamation to declare November 17, 2016 as "World Pancreatic Cancer Day" – Billie Stockam, whose daughter was diagnosed and lost the fight in 2010 with the disease received the Proclamation for Pancreatic cancer. 17 were in attendance.

Proclamation to recognize the 40th Anniversary of Farrell Construction. Cory Farrell received the recognition for Farrell Construction for their 40th anniversary of construction business.

REPORTS AND COMMUNICATIONS

FINALIZATION OF CONSENT AGENDA - There being no further business to come before the Council, the Consent Agenda was finalized.

CITIZEN REQUESTS AND PETITIONS
Request from Gary Wofford, 2504 S. Willard Avenue, to address council concerning convention and tourism ideas. Mr. Wofford shared his ideas on the footprint of Route 66 emblem in Joplin. He would like the bike lanes in the driving lanes instead of bike lanes like Carthage has.

Request from Jane Bryson, 1148 W. 28th Apt. 303 concerning safety and infestation and spread of bedbugs. Safe evacuation of tenants in case of fire. Mrs. Bryson talked about on-going infestation of bed bugs and how they have made efforts to the management and only spot treatment has been done. She stated she hopes the city can help us. She said the human spirit is powerless. Anyone

can get them. She said from the time she moved there she was concerned about the fire drill. She said please help us help ourselves. About 15 residents were in attendance at the meeting. The City Manager said the City is looking into this matter and would be talking to Management.

Request from Charles McGrew, 2912 S. Minnesota, Joplin, to address council concerning the housing of Springfield criminals in Joplin. Mr. McGrew said this was not a good idea for Joplin and was not in favor of it.

Motion by Mr. Stinnett, second by Mr. West to allow Tim Havens to address council. Motion carried, 7-0-2. Mr. Tim Havens, 2156 S. Prairie Lane, Springfield, MO addressed Council to ask Joplin to move forward and help Springfield by allowing this request.

PUBLIC HEARINGS
Public Hearing Procedures read by City Clerk Barbara Hogelin

PUBLIC HEARING FOR COUNCIL BILL NO.2016-014 - AN ORDINANCE approving a plan for an industrial development project consisting of the acquisition, construction, improvement and equipping of a frozen foods manufacturing facility; authorizing the city of Joplin, Missouri to issue its taxable industrial development revenue bonds in a principal amount not to exceed $44,250,000 to finance the costs of such project; authorizing and approving certain documents; and authorizing certain other actions in connection with the issuance of the bonds.

David Martin, Gilmore and Bell and Rob O'Brian spoke on this item.

No action was taken.

PUBLIC HEARING FOR RESOLUTION NO. 2016-023- A RESOLUTION granting a Special Use Permit (First Request) to Triple R Recycling for the operation of a recycling processing center located at 506 and 510 South Tyler Avenue, in the City of Joplin, Jasper County, Missouri. Mayor

ProTem Stanley opened the Public Hearing

Ricardo Rodriquez and his wife appeared on behalf of this request.

No one appeared in opposition of this request.

The public hearing was closed.

Mr. Stinnett introduced RESOLUTION NO. 2016-023. Motion by Mr. Stinnett, second by Ms. Colbert-Kean to approve Resolution No. 2016-023. Voting in favor were Council Members: Brown, Colbert-Kean, McCreary, Shaw, Stanley, Stinnett and West, 7. Nays: 0. Absent: 2, Lewis, Seibert.

PUBLIC HEARING FOR COUNCIL BILL NO. 2016-285 –AN ORDINANCE providing for the vacation of a 15-foot wide public utility easement located 20 feet south of 1365 Crest Drive in the City of Joplin, Jasper County, Missouri.

Mayor ProTem Stanley opened the Public Hearing

Linda Graham appeared in favor of this request.

No one appeared in opposition of this request.

The public hearing was closed.

Mr. Stinnett introduced Council Bill No. 2016-285. Motion by Mr. Stinnett, second by Mr. shaw that Council Bill No. 2016-285 be Placed on First Reading and Advanced to Second Reading and Third Reading. Voting in favor were Council Members: Brown, Colbert-Kean, McCreary, Shaw, Stanley, Stinnett and West, 7. Nays: 0. Absent: 2, Lewis, Seibert. The Bill was read as being **Council Bill No. 2016-285.**

PUBLIC HEARING FOR COUNCIL BILL NO. 2016-286 - AN ORDINANCE providing for the vacation of a public street right-of-way located 500 feet south of the intersection of Seventh Street and Northpark Lane, in the City of Joplin, Jasper County, Missouri.

Mayor ProTem Stanley opened the Public Hearing

Jim Satlak appeared in favor of this request.

No one appeared in opposition of this request.

The public hearing was closed.

Mr. West introduced Council Bill No. 2016-286. Motion by Mr. West, second by Mr. McCreary that Council Bill No. 2016-286 be Placed on First Reading and Advanced to Second Reading and Third Reading. Voting in favor were Council Members: Brown, Colbert-Kean, McCreary, Shaw, Stanley, Stinnett and West, 7. Nays: 0. Absent: 2, Lewis, Seibert. The Bill was read as being **Council Bill No. 2016-286.**

PUBLIC HEARING FOR COUNCIL BILL NO. 2016-287- 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 and including in District R-3-PD property as described below and located on Pearl Avenue from 26th Street to 27th Street in the City of Joplin, Jasper County, Missouri.

Mayor ProTem Stanley opened the Public Hearing

Cory Farrell and Doug Hunt appeared in favor of this request.

No one appeared in opposition of this request.

The public hearing was closed.

Mr. Shaw introduced Council Bill No. 2016-287. Motion by Mr. Shaw, second by Mr. Brown that Council Bill No. 2016-287 be placed on First Reading and advanced to Second Reading and Third Reading. Voting in favor were Council Members: Brown, Colbert-Kean, McCreary, Shaw, Stanley, Stinnett and West, 7. Nays: 0. Absent: 2, Lewis, Seibert. The Bill was read as being **Council Bill No. 2016-287.**

PUBLIC HEARING FOR COUNCIL BILL NO.2016-288- AN ORDINANCE approving the voluntary annexation by the City of Joplin of property located 400 feet east of the intersection of 32nd Street and Schifferdecker Avenue in Newton County, Missouri.

Mayor ProTem Stanley opened the Public Hearing

Jerry Blevins, Nixa, MO appeared in favor of this request.

No one appeared in opposition of this request.

The public hearing was closed.

Mr. Shaw introduced Council Bill No. 2016-288. Motion by Mr. Shaw, second by Ms. Colbert-Kean that Council Bill No. 2016-288 be Placed on First Reading and Advanced to Second Reading and Third Reading. Voting in favor were Council Members: Brown, Colbert-Kean, McCreary, Shaw, Stanley, Stinnett and West, 7. Nays: 0. Absent: 2, Lewis, Seibert. The Bill was read as being **Council Bill No. 2016-288.**

PUBLIC HEARING FOR COUNCIL BILL NO.2016-289 - 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 and including in District C-3 property as described below and located 400 feet east of the intersection of 32nd Street and Schifferdecker Avenue in the City of Joplin, Newton County, Missouri.

Mayor ProTem Stanley opened the Public Hearing

No appeared for or against this request

The public hearing was closed.

Mr. Stinnett introduced Council Bill No. 2016-289. Motion by Mr. Stinnett, second by Mr. Brown that Council Bill 2016-289 be Placed on First Reading and Advanced to Second Reading and Third Reading. Voting in favor were Council Members: Brown, Colbert-Kean, McCreary, Shaw, Stanley, Stinnett and West, 7. Nays: 0. Absent: 2, Lewis, Seibert. The Bill was read as being **Council Bill No. 2016-289.**

PUBLIC HEARING FOR COUNCIL BILL NO. 2016-379 - AN ORDINANCE approving the Redevelopment Plans for properties known as the 200 Block Commons located at 215 S. Wall Ave. and 212 S. Joplin Ave.; by Common Based, LLC (Jeff and Carolina Neal) in accordance with the Redevelopment Plans as approved by the Joplin Redevelopment Corporation, Inc.; approving and authorizing the abatement of ad valorem real estate taxes on the improvements to properties located at 215 S. Wall Ave. and 212 S. Joplin Ave, Joplin, Missouri; taxes on the improvements to the real property will be abated at the rate of one hundred percent (100%) for ten(10) years, commencing January 1, 2017 and fifty (50%) for the following fifteen (15) years, ending after December 31, 2041; authorizing the City Manager to execute all instruments approved herein and any other instruments necessary to effectuate the intent of the Council as described herein upon recommendation of the City Attorney.

Mayor ProTem Stanley opened the Public Hearing

Jeff and Carolina Neal, Joplin MO appeared in favor of this request.

No one appeared in opposition of this request.

The public hearing was closed.

Mr. West introduced Council Bill No. 2016-379. Motion by Mr. West, second by Mr. Brown that Council Bill No. 2016-379 be Placed on First Reading and Advanced to Second Reading and Third Reading. Voting in favor were Council Members: Brown, Colbert-Kean, McCreary, Shaw, Stanley, Stinnett and West, 7. Nays: 0. Absent: 2, Lewis, Seibert. The Bill was read as being **Council Bill No. 2016-379.**

CONSENT AGENDA – Motion by Mr. Shaw, second by Mr. Stinnett to approve the Consent Agenda. Voting in favor were Council Members: Brown, Colbert-Kean, McCreary, Shaw, Stanley, Stinnett and West, 7. Nays: 0. Absent: 2, Lewis, Seibert.

Minutes of the October 17, 2016 Council Meeting

COUNCIL BILL NO. 2016-458 - AN ORDINANCE amending Chapter 18, Animals, of the Joplin City Code by amending Sec. 18-1 Definitions and adding language to Sec. 18-12 Limitation on Number of Cats and Dogs, clarifying the number of animals allowed in a dwelling. **Ordinance No. 2016-179**

RESOLUTIONS

ORDINANCES – EMERGENCIES

Mr. Shaw introduced COUNCIL BILL NO. 2016-150-AN ORDINANCE approving an Agreement with Tri-State Investment Company, for the acquisition of right of way necessary for the North Schifferdecker Bridge Project; and authorizing the City Manager to convey the described property rights by Quit Claim deed; and containing an emergency clause. Motion by Mr. Shaw, second by Mr. Brown that Council Bill No. 2016-150 be approved on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, McCreary, Shaw, Stanley, Stinnett and West, 7. Nays: 0. Absent: 2, Lewis, Seibert. The Council Bill was declared Adopted and entitled **Ordinance No. 2016-180**

Mr. Shaw introduced COUNCIL BILL NO. 2016-151-AN ORDINANCE approving a Work Authorization for George Butler Associates Inc. and Palmerton Parrish Team the not to exceed amount of Seven Hundred Forty-three Thousand Three Hundred Ninety-Eight and No/100 Dollars ($743,398.00) for Professional Engineering Services for the widening of Connecticut Ave I-44 to 44th Street and 44th Street from Connecticut to Range Line Road and containing an emergency clause. Motion by Mr. Shaw, second by Ms. Colbert-Kean that Council Bill No. 2016-151 be approved on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, McCreary, Shaw, Stanley, Stinnett and West, 7. Nays: 0. Absent: 2, Lewis, Seibert. The Council Bill was declared Adopted and entitled **Ordinance No. 2016-181**

Mr. Shaw introduced COUNCIL BILL NO. 2016-152-AN ORDINANCE approving the contract between the City of Joplin, Missouri and Joplin Industrial Electric Company in the amount of Two

Hundred Seventy-One Thousand Three Hundred Fifty-three Dollars and Twenty-two/100 ($271,353.22) for the purchase and installation of thirteen (13) Remote Transmitting Units (RTU) for lift stations and purchase an additional six (6) RTU's for future installation with Council Bill #2016-152; amending the Annual Budget of the City of Joplin for the Fiscal year 2016-2017 as adopted by Ordinance 2016-177 on October 17, 2016, and containing an emergency clause. Motion by Mr. Shaw, second by Mr. McCreary that Council Bill No. 2016-152 be approved on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, McCreary, Shaw, Stanley, Stinnett and West, 7. Nays: 0. Absent: 2, Lewis, Seibert. The Council Bill was declared Adopted and entitled **Ordinance No. 2016-182**

Mr. West introduced COUNCIL BILL NO. 2016-378-AN ORDINANCE approving the contract by and between the City of Joplin and Jordan Disposal for the demolition of the structure(s) and clearing of lot area located at 1031 S. Sergeant Ave. in the City of Joplin, Missouri, for the amount of Two Thousand Three Hundred Ninety-Seven and 00/100 Dollars (2,397.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause. Motion by Mr. West, second by Mr. Brown that Council Bill No. 2016-378 be approved on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, McCreary, Shaw, Stanley, Stinnett and West, 7. Nays: 0. Absent: 2, Lewis, Seibert. The Council Bill was declared Adopted and entitled **Ordinance No. 2016-183**

Mr. Shaw introduced COUNCIL BILL NO. 2016-409-AN ORDINANCE authorizing the City of Joplin to enter into an Agreement with the Joplin Area Chamber of Commerce Foundation for a lease of the land on the entire north 50 feet of city-owned Murphysburg Porter Lots 185-187; and containing an emergency clause. Motion by Mr. Shaw, second by Mr. West that Council Bill No. 2016-409 be approved on an emergency basis. Voting in favor were Council Members: Brown, McCreary, Shaw, Stanley, Stinnett and West, 6. Nays: 0. Absent: 2, Lewis, Seibert. Abstention: 1, Colbert-Kean. The Council Bill was declared Adopted and entitled **Ordinance No. 2016-184**

Mr. West introduced COUNCIL BILL NO. 2016-615-AN ORDINANCE authorizing and approving an Intergovernmental Agreement by and between the City of Joplin, Missouri, and the City of Springfield, Missouri, whereby the City of Joplin will house detainees from the City of Springfield in the Joplin City Jail located generally 303 East 3rd Street in Joplin; authorizing the City Manager to execute said Intergovernmental Agreement by and on behalf of the City of Joplin, Missouri; and containing an emergency clause. Motion by Mr. West, second by Mr. Stinnett that Council Bill No. 2016-378 be **denied**. Voting in favor were Council Members: Brown, Colbert-Kean, McCreary, Shaw, Stanley, Stinnett and West, 7. Nays: 0. Absent: 2, Lewis, Seibert. The Council Bill was denied.

Mr. Shaw introduced COUNCIL BILL NO. 2016-616-AN ORDINANCE approving a Purchase Order to be issued to SunGard OSSI to cover the annual support payment for the Public Safety and Financial software and related systems as budgeted in the Annual Budget of the City of Joplin for the Fiscal Year 2016-2017 as adopted by Ordinance 2016-177 on October 17, 2016; and containing an emergency clause. Motion by Mr. Shaw, second by Ms. Colbert-Kean that Council Bill No. 2016-616 be approved on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, McCreary, Shaw, Stanley, Stinnett and West, 7. Nays: 0. Absent: 2, Lewis, Seibert. The Council Bill was declared Adopted and entitled **Ordinance No. 2016-185**

ORDINANCES – FIRST READING

Mr. Stinnett introduced COUNCIL BILL NO. 2016-525 -AN ORDINANCE amending Section 42-35, Court costs and other fees, of Article II, Municipal Court, Division I, Generally, of Chapter 42, Courts, of the Code of Ordinances of the City of Joplin to implement certain fee changes; and setting a date when this Ordinance shall become effective. Motion by Mr. Stinnett, second by Mr. West to pass Council Bill No. 2016- 525 on First Reading and advance to second and third reading. Voting in favor were Council Members: Brown, Colbert-Kean, McCreary, Shaw, Stanley, Stinnett and West, 7. Nays: 0. Absent: 2, Lewis, Seibert. The Council Bill was read as being Council Bill No. 2016-525.

ORDINANCES – SECOND AND THIRD READING

NEW BUSINESS:
News from the PIO
In recognition of America Recycles Day November 15, the Joplin Recycling Center is hosting special events this coming weekend at the Center.

From 9 a.m. to 1 p.m. on Friday, November 11 and Saturday, November12, Joplin residents are invited to stop by and pick up a FREE Welded-Wire Compost Bin and a sample bag of "SproutFaster" an organic fertilizer. This is offered while supplies last. To help residents start their compost pile, Master Gardeners and Naturalists will demonstrate and answer questions about recycling yard and kitchen waste into compost as well as the benefits of using natural or organic fertilizers.

In addition, during this time, residents can learn how to make a DOG WASTE DIGESTER from a plastic garbage can or bucket and lid thus creating a "backyard mini septic system." The digesters prevent rainwater from washing the waste and bacteria into storm drains and polluting our waterways.

Both events offered this week at the Recycling Center, 1310 West A Street.

On November 11, Route 66 will celebrate the mi9leston of being Main street America for nine decades. On this date in 1926, route 66 was officially designated s part of the U.S. highway System. To celebrate, the Joplin Convention and Visitors Bureau in partnership with the Spiva Center for the Arts and Connect2Culture, have selected three professional artists and one up-and-coming artist to paint their interpretation of a Route 66 icon.

The public invited to watch the chosen artists put the finishing touches on their pieces in the Joplin City hall beginning at 1:30 p.m. Friday, November 11. At 3 p.m. the 90th Birthday of Route 66 Celebration will begin. All citizens are invited, and a special invitation to those 90 years of age or older who are invited to attend and take part by cutting the birthday cake. More information about this event can be found on the City's website.

November 28 is another day to mark on the calendar – for two important reasons.

The residential leaf pick-up program begins that day, and then later at 6 p.m. the beautiful holiday displays in our City Hall's windows will be revealed to the public. All are welcome to attend and refreshments will be served.

More information about all of these events can be found on our City's website. Thank you.

Mr. Stanley announced the results of Team Ping Pong from the November 5th Team Ping Pong Challenge council vs city and remarked the city was a fine match for the morning! However, pulling out the Trophy that Team Council won was an obvious sign that there would be another challenge for next year scheduled.

There being no further business the meeting adjourned at 9:05p.m.

Submitted,

Barbara L Hogelin

Barbara L. Hogelin, MMC/MPCC, City Clerk

City of Joplin City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: November 21, 2016
ITEM: Resolution No. 2016-024; Agreement between the City of Joplin and the Missouri Highways and Transportation Commission.

ORIGINATING DEPARTMENT: Joplin Police Department
ATTACHMENTS: Resolution No. 2016-024; copy of Contract

DEPARTMENT HEAD:	Matthew Stewart
CITY MANAGER:	Samuel L. Anselm
CITY ATTORNEY:	Peter C. Edwards
FINANCE DIRECTOR:	Leslie Haase

INTRODUCTION:

This Agreement approves the support and application to the Missouri Highways and Transportation Commission, Blueprint for Safer Roadways Program Agreement to the City of Joplin.

SUMMARY/DISCUSSION:

The purpose of this Resolution is to grant the use of State Road Funds to the City of Joplin. The State Road Funds will support the purchase of two (2) speed sign units with accessories. The units are $2,962.50 each, for a total of $5,925.00. The units will be installed in fixed position for northbound and southbound traffic on Main Street.

RECOMMENDATION:

Staff recommends approval of this Resolution.

MS/ts
attachment

CCO Form: HS2
Approved: 01/05 (BDG)
Revised: _____
Modified: _____

Award name/number: **BPCSW5FZ**
Award year: 2017
Region: Southwest (SW)

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
BLUEPRINT FOR SAFER ROADWAYS PROGRAM AGREEMENT

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the

City of **Joplin**, a municipal corporation in the State of Missouri (hereinafter, "City"); OR

County of _____, (hereinafter referred to as "County"); OR

Department of _____, a department within the executive branch of the government of the State of Missouri (hereinafter, "Department"); OR

_____, a recognized vendor with the State of Missouri (hereinafter, "Vendor")

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this Agreement, the parties agree as follows:

(1) PURPOSE: The Commission has authorized State Road Funds to be used to support regional Blueprint for Roadway Safety activities. The purpose of this Agreement is to grant the use of such State Road Funds to the City.

(2) ACTIVITY: The State Road Funds, which are the subject of this Agreement, will support the following activity to further Missouri's Blueprint for Roadway Safety:

Purchase two (2) Evolis Speed Sign units with accessories. The units are $2962.50 each for a total of $5,925.00. The units will be installed in fixed positions for northbound and southbound traffic on Main Street.

(3) INDEMNIFICATION: To the extent allowed by law, the City shall be responsible for injury or damages as a result of any services and/or goods rendered under the terms and conditions of this Agreement. In addition to the liability imposed upon the City on the account of personal injury, bodily injury (including death), or property damage suffered as a result of the City performance under this Agreement, City assumes the obligation to save harmless the Commission, including its agents, employees and assigns, from every expense, liability or payment arising out of such wrongful or negligent act or omission, including legal fees. The City also agrees to hold harmless the Commission, including its agents, employees and assigns, from any wrongful or negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the City for any purpose under this Agreement,

and to indemnify the Commission, including its agents, employees and assigns, from every expense, liability, or payment arising out of such wrongful or negligent act or omission.

(4) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representatives of the City and the Commission.

(5) COMMISSION REPRESENTATIVE: This Commission's District Engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(6) NONDISCRIMINATION CLAUSE: The City shall comply with all the provisions of Executive Order No. 94-03, issued by the Honorable Mel Carnahan, Governor of Missouri, on the fourteenth (14th) day of January 1994, which executive order is incorporated herein by reference and is made a part of this Agreement. This Executive Order promulgates a Code of Fair Practices for the Executive Branch of Missouri Government and prohibits discrimination against recipients of services, and employees or applicants or employment of state contractors and subcontractors, on the grounds of race, color, religion, national origin, sex, age, disability, or veteran status. The City shall also comply with all state and federal statutes applicable to the City relating to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of the Civil Rights Act of 1964 as amended (42 U.S.C. Sections 2000d and 2000e, *et seq.*); and with any provision of the "Americans with Disabilities Act" (42 U.S.C. Section 12101, *et seq.*).

(7) ASSIGNMENT: The City shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the Commission.

(8) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The City shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

(9) CANCELLATION: The Commission may cancel this Agreement at any time for a material breach of contractual obligations by providing the City with written notice of cancellation. Should the Commission exercise its right to cancel this Agreement for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the City.

(10) ACCESS TO RECORDS: The City and its Contractors must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at no charge to the Commission and/or their designees or representatives during the period of this Agreement and any extension, and for a period of three (3) years after the date on which the City receives reimbursement of their final invoice from the Commission.

(11) REIMBURSEMENT: With regard to work under this Agreement, the City agrees that funds to implement Blueprint activities shall only be available for reimbursement of eligible costs which have been incurred by City. The City shall supply to the Commission copies of all bid information; purchase orders; invoices; and name, date, hours worked, and rate of pay (on Program Agreements that include salaries). Any costs incurred by City prior to authorization and notification to proceed from the Commission are **not** reimbursable costs. The Commission shall not be responsible for any costs associated with the activity herein unless specifically identified in this Agreement or subsequent written amendments. The Commission shall not provide more than **five thousand nine hundred and twenty five** dollars (**$5925.00**) for this Blueprint safety project.

(12) INSPECTION OF IMPROVEMENTS AND RECORDS: The City shall assure that representatives of the Commission shall have the privilege of inspecting and reviewing the work being performed per this Agreement. The City shall also maintain all financial documents, reports, papers and other evidence pertaining to costs incurred in connection with this Program Agreement, and make such materials readily available for review at reasonable times and at no charge during this Agreement period and for three (3) years from the date of final payment under this Agreement, for inspection by the Commission or any authorized representatives of the State of Missouri; copies shall be furnished, upon request, to authorized representatives of the Commission or State.

(13) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(14) FINAL AUDIT: The Commission may, in its sole discretion, perform a final audit of project costs. The City shall refund any overpayments as determined by the final audit.

(15) SOLE BENEFICIARY: This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Commission and the City.

(16) AUTHORITY TO EXECUTE: The signers of this Agreement warrant that they are acting officially and properly on behalf of their respective institutions and have been duly authorized, directed and empowered to execute this Agreement.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the City this ___ day of _____, 20____.

Executed by the Commission this ____ day of _____, 20____.

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

_____

Title: Traffic Operations Engineer

City of Joplin
NAME OF AGENCY OR VENDOR

By_____

Title_____

By_____

Title _____

By _____

Title_____

ATTEST:

By _____

Title_____

Approved as to Form:

_____

Title _____

*Note: If agency is a County with a county commission form of government, 3 signatures are required.

MISSOURI'S BLUEPRINT FOR SAFER ROADWAYS
VOUCHER FOR ACTIVITY REIMBURSEMENT
- - - REQUIREMENT OF PROGRAM AGREEMENT - - -

AGENCY: City of Joplin Police Department

MAKE CHECK PAYABLE TO:

ADDRESS: 303 East 3rd Street

Joplin, Missouri 64801

STATE VENDOR NUMBER: 4460001960-9

PERIOD OF CLAIM: FROM: July 1, 2016 **TO:** July 31, 2017

PROJECT NUMBER: BPCSW5FZ **ACTIVITY TITLE:** Purchase two (2) Evolis Speed Sign units with accessories

CONTACT NAME: Sgt. Jared Delzell or Capt. Ryan West **PHONE:** (417) 627-8880 **EMAIL:** jdelzell@joplinmo.org

PROJECT FINANCIAL SUMMARY

CLAIMED FOR THIS PERIOD	TOTAL PREVIOUSLY VOUCHERED	TOTAL CLAIMED TO DATE

I certify that, in accordance with the laws of the State of Missouri and under terms of the approved project, actual costs claimed have been incurred for the purposes as defined in the Program Agreement:

Prepared By	Title	Date
Project Director or Authorizing Official	**Title**	**Date**

SUBMIT TO: Brandon D. Campbell (Name (District Office Contact)) SW District - Springfield (MoDOT District Office)

3025 E. Kearney, Springfield, MO 65803 (District Office Address)

MODOT USE ONLY
APPROVAL FOR PAYMENT BY DISTRICT ENGINEER OR DESIGNEE

Signed: _____ **Title:** _____ **Date:** _____

File: Original—MoDOT District B & B
Copy—Highway Safety Division Office

Rev 4/05

MoDOT

Missouri Department of Transportation

Southwest District
Becky Baltz, District Engineer

3025 East Kearney Street
P.O. Box 868
Springfield, Missouri 65801
417.895.7600
Fax: 417.895.7637
1.888.ASK MODOT (275.6636)

August 26, 2016

RE: Blueprint Grant Process

Dear Coalition Member,

Thank you for your continued partnership to keep Missouri's roads safe. We appreciate the collaboration that you have provided to make the efforts of the Missouri Coalition for Roadway Safety successful.

After this spring/summer's grant application process, it was brought to my attention that not all of our applicants knew whether they had been approved. If you submitted an application and are receiving this letter accompanying an agreement form, congratulations are in order. Your grant is being funded at the rate shown in the agreement. I know that you will put the funds to good use.

Moving forward, the next step is to get the agreements executed. Please look over the attached agreement form and send an original signed copy to me. If you'd like to have a copy for your records, please let me know.

I am also attaching a voucher form. If you need to split up the payments into multiple transactions for whatever reason, feel free to submit multiple vouchers over the course of the grant. Each request for payment must include both the voucher and either an invoice or receipt.

Throughout the process, if you have any questions, I'd be happy to answer them. My desk number is 417-829-8044.

Sincerely,

Brandon Campbell
Traffic Operations Engineer
MoDOT—SW District

RESOLUTIONS

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: November 21, 2016
Council Bill No. 2016-153
Item: Approval of contract for Schifferdecker Bridge over Turkey Creek Clearing and Grubbing.

Originating Department: Public Works – Engineering

Attachments: 1) Project Map
2) Bid Tabulation
3) Council Bill No. 2016-153

Department Head: Nicholas A. Heatherly
Finance Department: Leslie Haase
City Attorney: Peter C. Edwards
City Manager: Samuel L. Anselm

Recommended Action: Approval of contract with Bennett Inc. in the amount of $108,490.00 for the Schifferdecker Bridge over Turkey Creek Clearing and Grubbing Project.

Background: The City of Joplin, the Joplin Special Road District, and the Jasper County Commission are working in partnership to construct a new bridge on Schifferdecker Avenue over Turkey Creek. The memorandum of understanding received council approval on January 22, 2013. Jasper County Commission will provide up to $1,400,000.00 for the bridge and right of way. The Joplin Special Road District will provide up to $100,000.00 for the roadway. The City of Joplin has $600,000.00 budgeted in the capital improvement sales tax program. The bridge design and construction will be necessary to meet future traffic needs and to replace a poor condition narrow existing bridge.

Engineering staff conducted an open house in September, 2015, to receive input on the design and address other issues concerning the bridge construction.

This phase of the project is a clearing & grubbing contract to prepare the area for utility relocation and ultimately the construction of the new bridge in 2018.

Discussion: Advertised in accordance with the City of Joplin's procurement policies. Two contractors submitted bids (see attached bid tabulation) that were opened on November 1, 2016. The low bid for the project was provided by Bennett Inc. in the amount of $108,490.00; the low bid was reasonable with the engineer's estimate. This project is funded by Capital Improvements Sales Tax 145-4565-520-8655.

Recommendation: Staff recommends that the contract with Bennett Inc, in the amount of $108,490.00for the Schifferdecker Bridge Over Turkey Creek Clearing and Grubbing Project be approved on an emergency basis per Section 2.12 (6) of the Joplin City Charter.

COUNCIL BILL NO. 2016-153 ORDINANCE NO.

AN ORDINANCE approving the contract with Bennett Inc, in the amount of One Hundred Eight Thousand Four Hundred Ninety DOLLARS and 50/100 ($108,490.00) for the Schifferdecker Bridge over Turkey Creek Clearing & Grubbing Project in the City of Joplin, Missouri; and containing an emergency clause.

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

Section 1. That the contract be awarded to Bennett Inc, in the amount of One Hundred Eight Thousand Four Hundred Ninety DOLLARS and 50/100 ($108,490.00) for the Schifferdecker Bridge over Turkey Creek Clearing & Grubbing Project in the City of Joplin, Missouri.

Section 2. Upon the final approval and acceptance of the contractor's work under said contract in writing by the Director of Public Works, and his certification to that effect to the director of Finance, said contractors shall be paid the sum due there under from Capital Improvement Sales Tax Fund No. 145-4565-520-8655.

Section 3. That the Director of Public Works is hereby authorized to proceed with said awarding of contract with Bennett Inc.

Section 4. This ordinance is an emergency within the meaning of Section 2.12 (6) in that said ordinance provides for public improvements and is considered an emergency by the Council and as such shall become effective immediately upon this passage as provided by the Home Rule Charter for the City of Joplin. Specifically, this ordinance approves construction to begin immediately in the optimal construction time during the calendar year, and appropriations for this contract will be approved in the 2016-2017 budget.

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

_____, 2016, by a _____ vote.

_____

Michael L. Seibert, Mayor

ATTEST:

_____

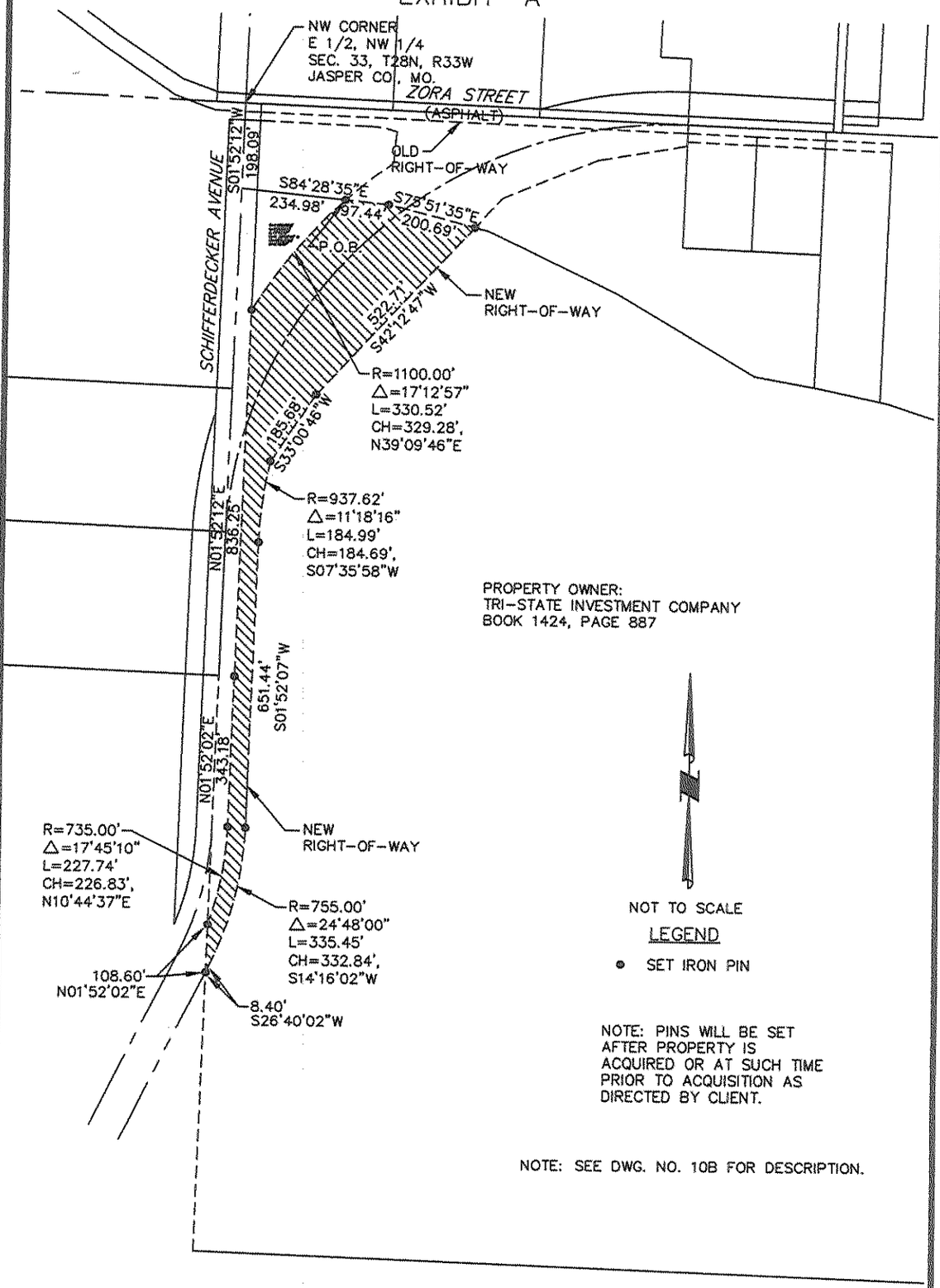
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

SCHIFFERDECKER & ZORA
RIGHT-OF-WAY ACQUISITION
EXHIBIT "A"



NOTE: PINS WILL BE SET AFTER PROPERTY IS ACQUIRED OR AT SUCH TIME PRIOR TO ACQUISITION AS DIRECTED BY CLIENT.

NOTE: SEE DWG. NO. 10B FOR DESCRIPTION.

REVISED: 10/20/2015
DATE: 1/3/2014

THIS DRAWING IS A DOCUMENT OF SERVICE AND IS THE PROPERTY OF ALLGEIER, MARTIN and ASSOCIATES, INC. THIS DOCUMENT SHALL NOT BE USED ON THIS OR OTHER PROJECTS WITHOUT THE WRITTEN CONSENT OF ALLGEIER, MARTIN and ASSOCIATES, INC.

EXHIBIT "A"
ZORA RIGHT-OF-WAY ACQUISITION

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

DWG. NO.
10A

BID TABULATION

PROJECT: Schifferdecker Bridge Over Turkey Creek
DATE OF BID OPENING: November 1 , 2016

CONTRACTOR	BID
Bennett Inc.	108,490.00
Jeff Asbell	130,604.60
Engineering Estimate	99,482.50

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: November 21, 2016
Council Bill No. 2016-154

Item: Work Authorization with Anderson Engineering Inc. for Continuing Engineering Services Associated with the 20th Street Improvements from Connecticut Avenue to Range Line Road.

Originating Department: Public Works – Community Development

Attachments:

1) Agreement-Work Authorization
2) Council Bill No. 2016-154
3) Location Map

Community Development: Troy Bolander
Department Head: Nicholas A. Heatherly
Finance Department: Leslie Haase
City Attorney: Peter C. Edwards
City Manager: Samuel L. Anselm

Recommended Action: Approval of a work authorization with Anderson Engineering Inc. in the not to exceed amount of $173,000.00 for Continuing Engineering Services Associated with the 20th Street Improvements from Connecticut Avenue to Range Line Road. Funded through CDBG-DR.

Background:
In July 2015 City Council approved the Capital Plan for the expenditure of CDBG-DR funds which included this project. In September of 2015 the City of Joplin approved a contract with Anderson Engineering Inc. for the design, bidding and construction management for the 20th Street Improvement from Connecticut Avenue to Range Line.

Discussion:
This work authorization provides for $173,000.00 to complete the additional tasks of field survey services and material testing not included in initial work. The construction of this project is anticipated for 2017 and 2018 construction season.

Recommendation: Staff recommends approval of a work authorization with Anderson Engineering Inc. in the not to exceed amount of $173,000.00 for Continuing Engineering Services associated with the 20th Street Improvements for Connecticut Avenue to Range Line Road be approved on an emergency basis per Section 2.12 (6) of the Joplin City Charter.

COUNCIL BILL NO. 2016-154 ORDINANCE NO

AN ORDINANCE approving an agreement for Anderson Engineering Inc. not to exceed One Hundred Seventy Three Thousand and no/100 Dollars ($173,000.00) for Continuing Engineering Services Associated with the 20th Street Improvements from Connecticut Avenue to Range Line Road Project and containing an emergency clause.

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

Section 1. Approval of an agreement for Anderson Engineering Inc. not to exceed One Hundred Seventy Three Thousand and no/100 Dollars ($173,000.00) for Continuing Engineering Services Associated with the 20th Street Improvements from Connecticut Avenue to Range Line Road Project in the City of Joplin, Jasper County.

Section 2. Upon the final approval and acceptance of the consultant's work under said contract, in substantial conformance with the attached exhibits, in writing by the Director of Public Works, and his certification to that effect to the Director of Finance, the contractor shall be paid from the Community Development Block Grant Disaster Recovery Grant Fund.

Section 3. That the Director of Public Works is hereby authorized to enter into an agreement on behalf of the City of Joplin with Anderson Engineering.

Section 4. This ordinance is an emergency within the means of Section 2.12 (6) in that said ordinance provides for public improvements and is considered an emergency by the Council and as such shall become effective immediately upon this passage as provided by the Home Rule Charter for the City of Joplin. Specifically, this ordinance approves work to begin immediately in the optimal construction time during the calendar year, and appropriations for this contract have been approved by the 2016-2017 budget.

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

_____, 2016 by a _____ vote.

_____

ATTEST: Michael L. Seibert, Mayor

_____

Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

CITY		ENGINEER	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: Anderson Engineering, Inc. Address: 811 E 3rd Street Joplin, MO 64801	
Attention: Nicholas Heatherly, P.E., C.F.M. nheather@joplinmo.org		Attention: Neil Brady, P.E., nbrady@aeincmo.com Jason Eckhart, P.E., jeckhart@aeincmo.com	
Department: Public Works		Phone: 417.782.7399	Fax: 417.782.7398
Phone: 417.624.0820 x 500	Fax: 417.625.4738	CDBG 20th St. Project Additional Services	

WORK AUTHORIZATION NUMBER AND DR2 20th Street 1 – Additional Services
TO AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES

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

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

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

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

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

5. **Payment**.

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

b. **Total compensation not to exceed**. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Engineer under the terms of this Work Authorization Number AND DR2 20th Street 1 – Additional Services exceed the sum of **One Hundred Seventy-three Thousand and 00/100 Dollars ($173,000.00).**

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 cancellation or non-renewal 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

All policies except for the professional liability policy 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, 2016, the minimum coverage for the insurance referred to herein shall be as set out below:

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

b. Commercial General Liability Insurance, including coverage for Contractual Liability and Independent Contractors Liability. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Two Million Seven Hundred Thirty Four Thousand Five Hundred Sixty Seven and no/100 Dollars ($2,734,567.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Ten Thousand One Hundred Eighty Five and no/100 Dollars ($410,185.00) 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 Seven Hundred Thirty Four Thousand Five Hundred Sixty Seven and no/100 Dollars ($2,734,567.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Ten Thousand One Hundred Eighty Five and no/100 Dollars ($410,185.00) 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 on both a per-claim and an aggregate basis. 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

David Hertzberg, P.E., Civil Engineer

Troy Bolander, Director of Planning,
Development and Neighborhood Services

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: Anderson Engineering, Inc.

By: Jason Eckhart

Printed Name: Jason Eckhart, P.E.

Title: Vice President

Date: 11.10.16

CITY OF JOPLIN, MISSOURI

By:

Nicholas Heatherly, P.E.
Public Works Director

Date:

Exhibit A

for

Work Authorization Number

AND DR2 20th Street 1 – Additional Services

Table of Contents

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PART 1 – BASIC SERVICES *All deliverables referred to in the agreement shall also be provided in an electronic format to be specified by the City.*

A1.01 ~~*Conceptual Phase*~~

~~A. Engineer shall:~~

~~1. Consult with Owner to define and clarify Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations, and identify available data, information, reports, facilities plans, and site evaluations.~~

~~If Owner has already identified one or more potential solutions to meet its Project requirements, then proceed with the study and evaluation of such potential solutions. Options will be discussed and agreed to by Engineer at scoping meeting.~~

~~2. Identify potential solution(s) to meet Owner's Project requirements, as needed.~~

~~3. Study and evaluate the potential solution(s) to meet Owner's Project requirements.~~

~~4. Visit the Site, or potential Project sites, to review existing conditions and facilities, unless such visits are not necessary or applicable to meeting the objectives of the Study and Report Phase.~~

~~5. Advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer additional Project-related data and information, for Engineer's use in the study and evaluation of potential solution(s) to Owner's Project requirements, and preparation of a related report.~~

~~6. After consultation with Owner, recommend to Owner the solution(s) which in Engineer's judgment meet Owner's requirements for the Project.~~

~~7. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project to be designed or specified by Engineer, including but not limited to mitigating measures identified in an environmental assessment for the Project.~~

~~8. Prepare a conceptual report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed to requirements, considerations involved, and Engineer's recommended solution(s). For each recommended solution Engineer will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services to be provided by Engineer and its Consultants; and, on the basis of information furnished by Owner, a tabulation of other items and services included within the definition of Total Project Costs.~~

9. Advise Owner of any need for Owner to provide data or services of the types described in Exhibit B, for use in Project design, or in preparation for Contractor selection and construction.

10. When mutually agreed, assist Owner in evaluating the possible use of building information modeling; civil integrated management; geotechnical baselining of subsurface site conditions; innovative design, contracting, or procurement strategies; or other strategies, technologies, or techniques for assisting in the design, construction, and operation of Owner's facilities. The subject matter of this paragraph shall be referred to in Exhibit A and B as "Project Strategies, Technologies, and Techniques."

11. If requested to do so by Owner, assist Owner in identifying opportunities for enhancing the sustainability of the Project, and pursuant to Owner's instructions plan for the inclusion of sustainable features in the design.

12. Develop a scope of work and survey limits for any topographic and other surveys necessary for design.

13. Perform or provide the following other Study and Report Phase tasks or deliverables:

14. Furnish 6 review copies of the Report and any other Study and Report Phase deliverables to Owner by the due date and review by phone or in person with Owner.

15. Revise the Report and any other Study and Report Phase deliverables in response to Owner's comments, as appropriate, and furnish 6 copies of the revised Report and any other Study and Report Phase deliverables to the Owner by the agreed upon due date.

B. Engineer's services under the Study and Report Phase will be considered complete on the date when Engineer has delivered to Owner the revised Report and any other Study and Report Phase deliverables.

C. Billing/Payment Processing Options

1. Request for payment may be submitted at appropriate intervals during the contract. Application for payment must include a detailed breakdown of deliverables completed as well as specific tasks or percentages of specific tasks completed. Payment schedule will be at the approval of the city.

2. Deliverables option as determined by engineering staff on a project by project basis. Example: 30 percent – Preliminary plans, 60 percent Right of Way plans, 90 percent Final plans and bid documents, 100 percent project completion.

A1.02 *Preliminary Design Phase (30 percent plans)*

A. Proceed with Preliminary Design Phase after the completion of the Conceptual phase which includes: Acceptance by Owner of the Conceptual Report and any other Study and Report Phase deliverables; selection by Owner of a recommended solution; issuance by Owner of any instructions for use of Project Strategies, Technologies, and Techniques, or

~~for inclusion of sustainable features in the design, and Indication by Owner of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner.~~

1. ~~Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.~~

2. ~~Include on plans, property lines, structure locations, ownership names and contact information.~~

3. ~~In preparing the Preliminary Design Phase documents, use any specific applicable Project Strategies, Technologies, and Techniques authorized by Owner during or following the Study and Conceptual Phase, and include sustainable features, as appropriate, pursuant to Owner's instructions.~~

4. ~~Provide necessary field surveys, topographic and utility mapping for Engineer's design purposes. Comply with the scope of work and procedure for the identification and mapping of existing utilities as defined by Section A1.03 "Utility Requirements" and Section A1.04 "Survey Services"~~

5. ~~Visit the Site as needed to prepare the Preliminary Design Phase documents.~~

6. ~~Advise Owner if additional reports, data, information, or services of the types described are necessary and assist Owner in obtaining such reports, data, information, or services.~~

7. ~~Continue to assist Owner with Project Strategies, Technologies, and Techniques that Owner has chosen to implement.~~

8. ~~Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in tabulating the various cost categories which comprise Total Project Costs.~~

9. ~~Obtain and review Owner's instructions regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Also obtain and review copies of Owner's design and construction standards, Owner's standard forms, general conditions, supplementary conditions, text, and related documents or content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and in the draft Construction Contract Documents, when applicable.~~

10. ~~Development communication plan for project: considering the use of door hangers, letters, public meetings, changeable message boards.~~

11. Furnish 6 review copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner by established due date, and review them with Owner. Owner shall submit to Engineer any comments regarding the furnished items.

12. Revise the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables in response to Owner's comments, as appropriate, and furnish to Owner 6 copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables by the specified due date.

13. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.

A1.03 *Utility Requirements*

A. Make notification to utilities during conceptual phase of preliminary design process. Communication to be made in a specific, documented format. (As detailed in item D).

B. Based on specific utility feedback, and field observation, identify potential high expense utility relocation issues.

C. Prepare and present plan for city review, detailing significant utility conflicts, proposed pothole locations, and associated costs for verifying existing utilities. Potholing process to include horizontal and vertical alignment and depth details. Details will be included in 30 percent plan completion, final right of way plans, and final construction plans. Necessary corrective action to address incomplete or inaccurate details may be subject to errors and omissions insurance claim.

D. Submit utility report at 30 percent submittal and close out of project. Utility report to include representatives contacted, meeting dates, and a summary of discussions, requests, observations and/or concerns. (See City of Joplin utility notification form)

A1.04 *Surveying Services – General*

A. Control Survey

All horizontal control for the project will be based on the Missouri State Plane Coordinate System of 1983, West Zone.

All vertical control for the project will be based on the North American Vertical Datum of 1988 (NAVD 88) provided by NOAA's National Geodetic Survey (NGS).

Control points and temporary bench marks will be set inter-visible and in strategic locations along the project route so as to be conveniently used during all phases of the project, including construction.

B. Engineering Survey

Provide topographic engineering survey for the length of the project to facilitate design. Provide a survey of all existing surface and sub-surface utilities in the project corridor.

C. Property Boundary Survey/Right-of-way Survey/Easements

Provide a boundary survey or surveys to locate the existing Right-of-Way/Easements for the length of the project, the adjacent property lines of the parcels along the project, and all existing easements of record encumbering each property that will affect the project. Consultant will be responsible for ordering title work for each parcel along the project route and procuring existing right-of-way documents and/or right-of-way plans.

D. Right-of-way and Easement Description Preparation

Upon final approval of the Right-of-Way/Project Plans consultant will provide descriptions and exhibit drawings for all property right acquisitions including, but not limited to: right-of-way takings, permanent easements and temporary easements.

E. Right-of-way and Easement Staking

During the property negotiation phase of the project it may be necessary to stake the proposed right-of-way and/or easement locations to assist the right-of-way agent. Upon request, the consultant will temporarily stake the proposed right-of-way/easement locations with wooden lathe to allow the property owner to visually inspect the location of such.

Pre-Construction Phase – On projects that will require the relocation of existing utilities prior to the award of the construction contract the consultant shall temporarily stake the location of the Right-of-Way and/or easements at points predetermined by Owner. This service will be provided one (1) time as a part of the contract. Any additional staking, if required by utility contractors due to the destruction of the temporary stakes, will be done at the advertised hourly rate and billed back to the utility contractor who is found to be responsible for removing the original stakes.

F. Existing United States Public Land Survey System Corners

All existing USPLSS corners that may/will be removed or altered as a result of this project must be referenced and re-established according to 20 CSR 2030-17.020 and 20 CSR 2030-17.030.

G. Survey Records

Consultant shall provide to Owner originals or copies of all survey records relevant to the project. These records shall include, but are not limited to: survey notes, research records, computations, calculations and drawings.

H. Other Services

Services not covered by A through F that are determined in the scoping meeting to be necessary for completion of the project.

A1.05

Right of Way Plan Phase – 60 percent plans

A. Determine parcels and parcel ownership information to be included on right of way plans.

B. Determine parcel size.

C. Prepare R.O.W. plan tabulation sheet.

D. Prepare R.O.W. plan sheets showing easement and right of way takings.

E. Furnish 6 review copies of the Right of Way Plan Phase documents, opinion of probable Right of Way Cost, and any other Right of Way Plan Phase deliverables to Owner by established due date, and review them with Owner. Owner shall submit to Engineer any comments regarding the furnished items.

F. Revise the Right of Way Plan Phase documents, opinion of probable Right of Way Cost, and any other Right of Way Plan Phase deliverables in response to Owner's comments, as appropriate, and furnish to Owner 6 copies of the revised Right of Way Plan Phase documents, revised opinion of probable Right of Way Cost, and any other deliverables by the specified due date.

G. Engineer's services under the Right of Way Plan Phase will be considered complete on the date when Engineer has delivered to Owner the revised Right of Way Plan Phase documents, revised opinion of probable Right of Way Cost, and any other Right of Way Plan Phase deliverables.

A1.06 *Final Design Phase*

A. After acceptance by Owner of the Preliminary Design Phase documents, revised opinion of probable Construction Cost as determined in the Preliminary Design Phase, and/or any other Right of Way plan documents, subject to any Owner directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon written authorization from Owner, Engineer shall:

1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.

2. Visit the Site as needed to assist in preparing the final Drawings and Specifications.

3. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities, as appropriate.

4. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.

5. After consultation with Owner, include in the Construction Contract Documents any specific protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website.

~~Any such protocols shall be applicable to transmittals between and among Owner, Engineer, and Contractor during the Construction Phase and Post-Construction Phase, and unless agreed otherwise shall supersede any conflicting protocols previously established for transmittals between Owner and Engineer.~~

6. ~~Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.~~

7. ~~In addition to preparing the final Drawings and Specifications, assemble drafts of other Construction Contract Documents based on specific instructions and contract forms, text, or content received from Owner.~~

8. ~~Prepare or assemble draft bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement related instructions and forms, text, or content received from Owner.~~

9. ~~Contract shall include contractor provided changeable message signs to communication construction information.~~

10. ~~Furnish for review by Owner, its legal counsel, and other advisors, 6 copies of the final drawings and Specifications, assembled drafts of other construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other final design Phase deliverables, by the established due date, with the Final Design Phase, and review them with Owner. Owner shall submit to Engineer any comments regarding the furnished items, and any instructions for revisions.~~

B. ~~Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables.~~

C. ~~In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding or Negotiating, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts.~~

A1.07 *Bidding Phase*

A. After acceptance by Owner of the final Drawings and Specifications, other Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Engineer shall:

1. Advertise for and obtain bids or proposals for the Work, assist Owner in issuing assembled design, contract, and bidding-related documents (or requests for proposals or other construction procurement documents) to prospective contractors, and where applicable, maintain a record of prospective contractors to which documents have been issued, schedule and conduct mandatory pre-bid conferences, and receive and process contractor deposits or charges for the issued documents.

2. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents.

3. Provide information or assistance needed by Owner in the course of any review of proposals with prospective contractors.

4. If Federal funding is involved, set up prequalification's for contractor. This includes researching all applicable debarment & qualified contractor's lists & providing this documentation in the project file

5. Consult with Owner as to the qualifications of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.

6. If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding-related documents

7. Attend the bid opening, prepare bid tabulation sheets to meet Owner's schedule, and assist Owner in evaluating bids, assembling final contracts for the Work for execution by Owner and Contractor, and in issuing notices of award of such contracts.

B. The Bidding Phase will be considered complete upon commencement of the Construction Phase.

A1.08 *Construction Phase*

A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:

1. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned below. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.

2. *Resident Project Representative (RPR):* Provide the services of an RPR at the Site

to assist the Engineer (unless provided by the city), and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth

3. *Selection of Independent Testing Laboratory:* Assist Owner in the selection of an independent testing laboratory to perform the services identified.

4. *Pre-Construction Conference:* Participate in a pre-construction conference prior to commencement of Work at the Site.

5. *Electronic Transmittal Protocols:* Consultant shall follow City of Joplin protocols shown below.

6. *Original Documents:* If requested by Owner to do so, maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.

7. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.

8. *Baselines and Benchmarks:* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.

9. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:

    a) Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.

b) The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.

10. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.

11. *Compatibility with Design Concept:* If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.

12. *Clarifications and Interpretations:* Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.

13. *Field Orders:* Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.

14. *Change Orders and Work Change Directives:* Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.

    a) Identify discrepancy
    b) Contractor submits pricing
    c) Cost analysis by Project Manager
    d) Submit Conceptual Plan to MoDOT and FHWA, if applicable
    e) Receive conceptual approval from both agencies and give contract Notice to Proceed
    f) Change in work complete, submit official change Order with Justification and copy of conceptual to MoDOT and FHWA if applicable (justification provided by City Project Manager)
    g) After signatures on Change order are complete, notify the contractor.

15. *Differing Site Conditions:* Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews and prepare findings, conclusions, and recommendations for Owner's use.

16. *Shop Drawings, Samples, and Other Submittals:* Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.

17. *Substitutes and "Or-equal":* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor.

18. *Inspections and Tests:*

    a) Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.

    b) As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.

    c) Pursuant to the terms of the Construction Contract, require special inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.

19. *Change Proposals and Claims:*

    a) Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal.

    b) Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.

20. *Applications for Payment:* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:

    a) Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set- offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions Precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price Work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).

    b) By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement.

21. *Contractor's Completion Documents:* Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data. Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction

Contract Documents to obtain final payment. The extent of Engineer's review of record documents shall be to check that Contractor has submitted all pages.

22. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.

23. *Other Tasks:* Perform or provide the following other Construction Phase tasks or deliverables:

    a) Travel Related Expenses: The Contractor shall comply with the City of Joplin travel policy with the exception of meal reimbursement. Per diem and incidentals are not applicable. Actual itemized receipts containing proof of payment should be provided for the meal purchased and not exceed the meal category General Services Administration (GSA) rate maximum for the City of Joplin in the City of Joplin travel policy.

    b) Other Project Related Expenses: Other project related expenses not related to travel will be invoiced in accordance with the Exhibit B and will not be subject to mark-up.

    c) Invoice Reimbursement: The mark-up of charges is not allowed including but not limited to expenses and subcontractor charges.

    d) Project Construction Costs: The Engineer will track construction costs by funding source.

24. *Final Notice of Acceptability of the Work:* Conduct a final visit to the Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to Owner and Contractor in the form of the acceptance identified in MoDOT's LPA Manual, that the Work is acceptable (subject to the provisions of the Notice and Paragraph A1.05.A.21.b) to the best of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under this Agreement.

25. *Standards for Certain Construction-Phase Decisions:* Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract, then Construction Phase services may be rendered at different times in respect to the separate contracts. Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.

A1.09 *Post-Construction Phase*

A. Upon written authorization from Owner during the Post-Construction Phase, Engineer shall:

1. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.

2. Together with Owner, visit the Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.

3. Full payment of the final invoice will not be considered until the consultant has electronically furnished the following documents:

   a) The city's semi-final inspection letter stating the date of semi-final inspection and listing those who were present.
   b) The city's final acceptance letter showing the number of working days or calendar days charged, completion date and the amount of liquidated damages, if any.
   c) A final list of acceptance testers used on the project and a certification stating:

      "The results of the tests or acceptance samples indicate that material incorporated in the construction work and the construction operations controlled by sampling and testing were in reasonably close conformity with the approved plans and specifications, and such results compare favorably with the results of independent assurance sampling and testing." Any deviations from the specifications must be explained along with the reason for acceptance.

      "All field tests were performed in conformity with the governing specifications and the results were in reasonably close conformity with the specifications." Explain any deviations and why the work was accepted.

      "The project was constructed substantially in conformity with the plans

and specifications for the project."

d) Contractor certification and city recommendation:

Showing the final DBE participation on the project including the DBEs used, the type of work performed, and the dollar amount paid to each DBE.

The city's recommendation regarding the contractor's fulfillment of the DBE requirements. The consultant shall also provide written documentation from each DBE that they were paid in full for the work identified in the Contractor DBE Certification. Examples of documentation from DBEs may include a letter, e-mail, lien waiver or copies of reimbursement checks. If DBE goals were not met, include documentation as to why.

e) Final Invoice

f) Final Detailed Estimate of Quantities

g) Contractor's Affidavit Regarding Settlement of Claims

h) Final Change Order (if needed)

i) Affidavit (Compliance with Prevailing Wage Law)

j) These documents are to be received within 60 days of the Final Inspection date. Final Reimbursement will be processed once all close out documentation has been reviewed and accepted.

B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified, will terminate twelve months after the commencement of the Construction Contract's correction period.

PART 2 – ADDITIONAL SERVICES

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

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

~~1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statementsand documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.~~

2. Undertaking investigations and studies including, but not limited to:

a. Detailed consideration of operations, maintenance, and overhead expenses.

B2.01 *Right of Way Negotiation/Acquisition Services*

A. The Consultant shall be responsible for the following acquisition activities under this Scope of Services. All Right of Way acquisition activities will comply with HUD Uniform Relocation Act, City of Joplin, MoDot and LPA Guidelines

Pre-Qualification of Consultant Employees/Subcontractors

Project Timeline: Coordinate timeline with city staff.

Titlework/Titlework Updates: Acquire/update title search for each parcel.

Preparation/Review of Legal Instruments: Prepare legal documents using standard right of way and easement forms.

Preparation of Individual Parcel Files: Set up and maintain right of way acquisition file for each parcel. Send appropriate notices to property owners as required by funding source and city policy. Prepare detailed Negotiator's Report for each property to include owner information, all contacts, attempted contacts, or other related activity.

Appraisals, Updates: Arrange for appraisals and appraisal updates as required. Appraisal formats to be used (value analysis, value finding, short form, detailed appraisal) will be coordinated with city staff.

Appraisal Review: Arrange for appraisal review when appraisals are conducted.

Acquisition: Contact owners and arrange on site or office meetings to review project or compensation details. Obtain signatures and provide notary services for each required document after agreement has been reached.

Preparation of compensation packet – for appropriate city review and payment: Review counter offers, special requests or conditions with city staff.

Closings: Obtain signatures and provide notary services for each required document after agreement has been reached. Forward signed documents to city staff. Deliver payment to property owner. Forward file to city staff if agreement cannot be reached with property owner.

Relocation Assistance when applicable

Relocation Review

Project Status Reports: Provide status updates during scheduled project coordination meetings and as requested by city staff.

Final File Disposition: Submit electronic copy of Individual Parcel Files to city.

~~C2.01~~ *Construction Inspection and Administration Services*

A. The Consultant shall be responsible for the following construction inspection and construction administration activities under this Scope of Services.

1. *On-site Inspection and Verification:* Provide inspection services and oversee construction to verify compliance with construction plans. Coordinate and schedule construction verifications and inspections as needed.

2. *Testing:* Provide testing services for soils, concrete, steel, masonry, materials, and other items as needed.

3. *Coordination:* Coordinate project activities with project staff, city staff, and contractors to ensure timely delivery of construction materials and services; review construction pay applications; conduct wage rate interviews; review payroll reports; verify materials and quantities.

4. *Project Diary:* Keep a daily project diary and provide a weekly activity report to city project staff.

5. *Reporting:* Attend weekly project coordination meetings; assist the city in developing and meeting quarterly federal reporting requirements; ensure adherence to federally required construction provisions and all city policies.

6. *Verification*: Verify Contractor and Sub-contractor are in good standing at SAM.gov.

7. *Field Surveying:* Perform the following field surveying services as requested by the Contractor or the Contractor's designated representative pursuant to the conditions herein.

8. *Materials Testing:* Perform the following materials testing services as requested by the Contractor or the Contractor's designated representative pursuant to the conditions herein.

Engineering Services Agreement

Article 1 of the Agreement dated September 17, 2015, is supplemented to include the following agreement of the parties.

Engineer shall provide Additional Services for Field Surveying for the following projects at the costs shown:

	Sub-Project	Estimated Cost
1.	20th Street from Highview Avenue to Connecticut Avenue Improvements	$38,000
2.	20th Street/Murphy Boulevard Intersection Improvements and Murphy Boulevard to Northerly along Murphy approximately 700 LF	$9,000
	Subtotal Field Surveying	**$47,000**

Detailed descriptions of services to be provided for each project are included Part 2 - ADDITIONAL SERVICES below.

Engineer shall provide Additional Services for Materials Testing for the following projects at the costs shown:

	Sub-Project	Estimated Cost
1.	20th Street from Highview Avenue to Connecticut Avenue Improvements	$80,500
2.	20th Street/Murphy Boulevard Intersection Improvements and Murphy Boulevard to Northerly along Murphy approximately 700 LF	$19,500
	Subtotal Materials Testing	**$100,000**

Detailed descriptions of services to be provided for each project are included Part 2 - ADDITIONAL SERVICES below.

Engineer shall provide Additional Services for Bidding and Construction Administration and Inspection as described in the Scope of Services below for the following project at the cost shown:

	Project	Estimated Cost
1.	Murphy Boulevard/15th Street Intersection Improvements	$26,000
	Subtotal CA&I	**$26,000**

Total Additional Services **$173,000**

1. 20th Street from Highview Avenue to Connecticut Avenue Improvements
Field Surveying

Anderson Engineering, Inc. shall perform the following field surveying services as requested by the Contractor or the Contractor's designated representative pursuant to the conditions herein:

1. Verify/Establish Project Control: Verify horizontal & vertical control points and any other information necessary for the accurate layout of site improvements. Establish Temporary Bench Marks at no greater than 500 foot intervals, as necessary.

2. Center Line Grade: Check existing pavement elevations against the plan finished grade elevations on 50 foot stations for the length of the project prior to the Contractor starting construction.

3. Stake Demolition: Set points to be used for the location of saw cuts for demolition. Points shall be set on 100 foot intervals.

4. Stake Temporary Easements and Right-of-Way: Set points to be used for the location of temporary construction easements and permanent right-of-way. Stakes shall be set at 50 foot horizontal intervals and at bends, radius points and other curve elements as required.

5. Stake Curb & Gutter: Set offset stakes for construction of approximately 8260± LF of concrete curb & gutter. Stakes shall be set at 25 foot horizontal intervals and at bends, radius points and other curve elements as required. Stakes shall indicate cut/fill to top/back of curb.

6. Stake ADA Ramps: Set offset stakes for construction of 19 ADA Ramps (1935± SF). Stake 19 truncated domes. Stakes shall indicate cut/fill to finish grade.

7. Stake Paved Concrete Drive Approaches: Set offset stakes for construction of 29 driveway approaches. Stakes shall indicate cut/fill to finish grade.

8. Stake Sidewalk: Set offset stakes for construction of concrete sidewalk along each side of 20th Street and on side streets as per plans. Stakes shall be set at 25 foot horizontal intervals and at bends, radius points and other curve elements as required. Stakes shall indicate cut/fill to finish grade.

9. Stake Lighting, Trees, Benches, and Trash Receptacles: Set offset stakes for construction of the approximately 50 light pole bases. Set offset stakes for location of 100 trees, 7 trash receptacles, and two stakes each for 7 benches. Stakes shall indicate cut/fill to finish grade.

10. Miscellaneous Staking: Provide 40 crew hours of field staking on additional items as requested.

11. Other Staking: All items will be staked ONE TIME, including mileage and supervision. This Scope of Services does not include any re-staking. Re-staking or any other items not covered in this Scope of Services that are requested by the Contractor or the Contractor's designated representative will be considered extra and will be billed to the Contractor at the hourly rate shown in the Fee Schedule included in this Exhibit A.

2. 20th Street/Murphy Boulevard Intersection Improvements
and
Murphy Boulevard Northerly along Murphy approximately 700 LF
Field Surveying

Anderson Engineering, Inc. shall perform the following field surveying services as requested by the Contractor or the Contractor's designated representative pursuant to the conditions herein:

1. Verify/Establish Project Control: Verify horizontal & vertical control points and any other information necessary for the accurate layout of site improvements. Establish Temporary Bench Marks at no greater than 500 foot intervals, as necessary.

2. Center Line Grade: Stake center line and offsets for relocation of Murphy Boulevard and existing pavement. Grade elevations are to be marked on 50 foot stations for the length of the project.

3. Stake Demolition: Set points to be used for the location of saw cuts for demolition. Points shall be set on 100 foot intervals.

4. Stake Right-of-Way: Set points to be used for the location of permanent right-of-way. Stakes shall be set at 50 foot horizontal intervals and at bends, radius points and other curve elements as required.

5. Stake Asphalt Paved Drive Approaches: Set offset stakes for construction of 3 driveway approaches. Stakes shall indicate cut/fill to finish grade.

6. Stake Sidewalk: Set offset stakes for construction of a 10 foot wide concrete sidewalk along east side of Murphy Boulevard for approximately 760± LF as per plans. Stakes shall be set at 25 foot horizontal interval and at bends, radius points and other curve elements as required.

7. Stake ADA Ramp: Set offset stakes for construction of 1 ADA Ramp. Stakes shall indicate cut/fill to finish grade.

8. Stake Stormwater Improvements: Set offset stakes for construction of stormwater pipes at new drive construction and Murphy Boulevard drainage extension, approximately 100± LF. Set offset stakes at 25 foot stations on approximately 600± LF of four-foot, flat-bottom ditch. Stakes shall indicate cut/fill to flow lines and inlet tops.

9. Miscellaneous Staking: Provide 6 crew hours of field staking on additional items as requested.

10. Other Staking: All items will be staked ONE TIME, including mileage and supervision. This Scope of Services does not include any re-staking. Re-staking or any other items not covered in this Scope of Services that are requested by the Contractor or the Contractor's designated representative will be considered extra and will be billed to the Contractor at the hourly rate shown in the Fee Schedule included in this Exhibit A.

1. 20th Street from Highview Avenue to Connecticut Avenue Improvements Materials Testing

Anderson Engineering, Inc. shall perform the following materials testing services as requested by the Contractor or the Contractor's designated representative pursuant to the conditions herein:

Testing Operation

SOIL

Subgrade Evaluation- 10 Tests

Compaction testing of Subgrade Soil- 10 Tests

Compaction Testing of Embankment- 8 Tests

Compaction for Trenches- 4 Tests

Sample Pickup- 6 pickups (4 onsite soils and 2 borrow soils)

Nuclear Density Test for Subgrade - One test every 5000 square feet

Nuclear Density Test for Embankment - One test every 5000 square feet per lift

Nuclear Density Test for Trenches - One Test every 100 feet per lift

Atterberg Limits - 4 onsite soils and 2 borrow soils

Standard Proctor - 4 onsite soils and 2 borrow soils

Particle Size Analysis - 4 onsite soils and 2 borrow soils

Moisture Content - 4 onsite soils and 2 borrow soils

BASE ROCK

Sample Pickup- 4 pickups (One per 1000 tons)

Compaction Testing of Base Rock- 15 Tests (One test every 5000 square feet)

Thickness Verification of Base Rock- 15 Tests (One test every 5000 square feet)

Nuclear Density Test for Base Rock - One test every 5000 square feet

Standard Proctor- 4 Tests

Sieve Analysis - One per 1000 tons

Deleterious Materials - One per 1000 tons

LA Abrasion - One per 1000 tons

Sulfate Soundess - 5 Cycle - One per 1000 tons

Specific Gravity - One per 1000 tons

Flat and Elongated Pieces - One per 1000 tons

Atterberg Limits - One per 1000 tons

ASPHALT

Asphalt Sample Collection during Placement- 8 Tests (1500 tons per day of asphalt placed per day. Use 3 days base and 5 day surface)

Dry Material Sample Collection at Plant- 16 Tests (8 days, twice per day)

Compaction Testing of Base Course- 3 Tests

Compaction Testing of Surface Course- 5 Tests

Rolling Straightedge- 2 Tests

Rolling Straightedge Assistance- 8 Tests

Nuclear Density Test for Base Course - Three per day (3 days)

Nuclear Density Test for Surface Course - Three per day (5 days)

Sieve Analysis of Coarse Aggregate - Twice a day (8 days)

Sieve Analysis of Fine Aggregate - Twice a day (8 days)

Sieve Analysis Combined Aggregate - Twice a day (8 days)

Extraction Gradation (MODOT Compliance) - Every 300 Tons (2700 ton Base & 4160 tons Surface)

Deleterious Materials (MODOT Compliance) - Every 300 Tons

Theoretical Max Density (MODOT Compliance) - Every 300 Tons

Flat and Elongated Pieces (MODOT Compliance) - Every 300 Tons

LA Abrasion (MODOT Compliance) - Every 300 Tons

Specific Gravity - Fine (MODOT Compliance) - Every 300 Tons

Specific Gravity - Coarse (MODOT Compliance) - Every 300 Tons

CONCRETE

Testing of Curb & Gutter- 25 Tests (1 Slump, Air, Temp, & Cyl set per 50 yards (slip form 500 ft/day and hand form 200ft/day)

Testing of ADA Ramps- 15 Tests (1 Slump, Air, Temp, & Cyl set per 50 yards)

Testing of Concrete Paving- 3 Tests (1 Slump, Air, Temp, & Cyl set per 100 yards)

Testing of Concrete Approaches- 6 Tests (1 Slump, Air, Temp, & Cyl set per 50 yards)

Testing of Sidewalks- 35 Tests (1 Slump, Air, Temp, & Cyl set per 50 yards, 200 ft of 5 ft SW per day or 100 ft of 10 ft SW per day)

Testing of Miscellaneous- 15 Tests (1 Slump, Air, Temp, & Cyl set per 50 yards)

Concrete Cylinder Pickup- 30 Tests

Cylinder Compression Test - 4"x8" 4 per set

Cylinder Compression - Not Tested - 4"x8" 1 extra per set

Other Materials Testing: All items will be performed as indicated above, including mileage and supervision. This Scope of Services does not include any materials testing or any other items not covered in this Scope of Services. All other materials testing that is requested by the Contractor or the Contractor's designated representative will be considered extra and will be billed to the Contractor at the hourly rate shown in the Fee Schedule included in this Exhibit A.

2. 20th Street/Murphy Boulevard Intersection Improvements
and
Murphy Boulevard Northerly along Murphy approximately 700 LF
Materials Testing

Anderson Engineering, Inc. shall perform the following field surveying services as requested by the Contractor or the Contractor's designated representative pursuant to the conditions herein:

Testing Operation

SOIL

Subgrade Evaluation- 1 Tests

Compaction testing of Subgrade Soil- 1 Tests

Compaction Testing of Embankment- 6 Tests

Compaction for Trenches- 2 Tests

Sample Pickup- 3 Pickups

Nuclear Density Test for Subgrade - One test every 5000 square feet

Nuclear Density Test for Embankment - One test every 5000 square feet per lift

Nuclear Density Test for Trenches - One Test every 100 feet per lift

Atterberg Limits- 3 Tests

Standard Proctor- 3 Tests

Particle Size Analysis- 3 Tests

Moisture Content- 3 Tests

BASE ROCK

Sample Pickup- 1 Tests (One per 1000 tons)

Compaction Testing of Base Rock- 2 Tests (One test every 5000 square feet)

Thickness Verification of Base Rock- 2 Tests (One test every 5000 square feet)

Nuclear Density Test for Base Rock - One test every 5000 square feet

Standard Proctor- 1 Tests

Sieve Analysis - One per 1000 tons

Deleterious Materials - One per 1000 tons

LA Abrasion - One per 1000 tons

Sulfate Soundess - 5 Cycle - One per 1000 tons

Specific Gravity - One per 1000 tons

Flat and Elongated Pieces - One per 1000 tons

Atterberg Limits - One per 1000 tons

ASPHALT

Asphalt Sample Collection during Placement- 2 Tests (1500 tons per day of asphalt placed per day.)

Dry Material Sample Collection at Plant- 4 Tests (2 days, twice per day)

Compaction Testing of Base Course- 1 Tests

Compaction Testing of Surface Course- 1 Tests

Rolling Straightedge- 1 Tests

Rolling Straightedge Assistance- 4 Tests

Nuclear Density Test for Base Course - Three per day (1 days)

Nuclear Density Test for Surface Course - Three per day (1 days)

Sieve Analysis of Coarse Aggregate - Twice a day (2 days)

Sieve Analysis of Fine Aggregate - Twice a day (2 days)

Sieve Analysis Combined Aggregate - Twice a day (2 days)

Extraction Gradation (MODOT Compliance) - Every 300 Tons (250 tons of surface, 975 tons of base)

Deleterious Materials (MODOT Compliance) - Every 300 Tons

Theoretical Max Density (MODOT Compliance) - Every 300 Tons

Flat and Elongated Pieces (MODOT Compliance) - Every 300 Tons

LA Abrasion (MODOT Compliance) - Every 300 Tons

Specific Gravity - Fine (MODOT Compliance) - Every 300 Tons

Specific Gravity - Coarse (MODOT Compliance) - Every 300 Tons

CONCRETE

Testing of Curb & Gutter- 0 Tests (1 Slump, Air, Temp, & Cyl set per 50 yards (slip form 500 ft/day and hand form 200ft/day)

Testing of ADA Ramps- 1 Tests (1 Slump, Air, Temp, & Cyl set per 50 yards)

Testing of Concrete Paving- 0 Tests (1 Slump, Air, Temp, & Cyl set per 100 yards)

Testing of Concrete Approaches- 2 Tests (1 Slump, Air, Temp, & Cyl set per 50 yards)

Testing of Sidewalks- 7 Tests (1 Slump, Air, Temp, & Cyl set per 50 yards, 200 ft of 5 ft SW per day or 100 ft of 10 ft SW per day)

Testing of Miscellaneous- 2 Tests (1 Slump, Air, Temp, & Cyl set per 50 yards)

Concrete Cylinder Pickup- 4 Tests

Cylinder Compression Test - 4"x8"4 per set

Cylinder Compression - Not Tested - 4"x8" 1 extra per set

Other Materials Testing: All items will be performed as indicated above, including mileage and supervision. This Scope of Services does not include any materials testing or any other items not covered in this Scope of Services. All other materials testing that is requested by the Contractor or the Contractor's designated representative will be considered extra and will be billed to the Contractor at the hourly rate shown in the Fee Schedule included in this Exhibit A.

Summary of Fees

FEE SCHEDULE – ENGINEERING
CITY OF JOPLIN – CDBG DR PROJECTS

THIS SCHEDULE IS PREPARED AS A METHOD OF CHARGING FOR SERVICES ON A UNIT AND HOURLY BASIS. THE RATES ARE BASED UPON THE SKILL AND KNOWLEDGE OF OUR PERSONNEL. INVOICES WILL BE SUBMITTED MONTHLY AND/OR UPON COMPLETION OF SERVICES. PAYMENT IS DUE ON RECEIPT OF THE INVOICE. ACCOUNTS OVER FORTY FIVE DAYS ARE SUBJECT TO 1 1/2% PER MONTH SERVICE CHARGE. SERVICES WILL BE PERFORMED IN ACCORDANCE WITH ACCEPTED STANDARD METHODS UTILIZING PROPERLY TRAINED, REGISTERED, LICENSED, OR CERTIFIED PERSONNEL AS REQUIRED. HOWEVER, WE CANNOT ASSUME RESPONSIBILITY FOR CONSTRUCTION METHODS, MATERIALS, PROCEDURES, PRODUCTS, SAMPLING OR ACTIONS OF OTHERS.

ANDERSON ENGINEERING, INC., BY: _____ EFFECTIVE: 10/01/2015 TO 12/31/2016
NEIL S. BRADY, P.E., PRESIDENT

BASIC CHARGES

PERSONNEL (HOURLY RATES):

PRINCIPAL	$162.00
PROJECT MANAGER	$149.00
PROJECT ENGINEER	$133.00
ASSOCIATE ENGINEER	$112.00
DESIGN ENGINEER	$90.00
TECHNICIAN IV – CADD TECHNICIAN/FIELD TECHNICIAN	$89.00
TECHNICIAN III – CADD TECHNICIAN/FIELD TECHNICIAN	$73.00
TECHNICIAN II – CADD TECHNICIAN/FIELD TECHNICIAN	$61.00
TECHNICIAN I – CADD TECHNICIAN/FIELD TECHNICIAN	$44.00
ASSOCIATE DESIGNER	$103.00
DESIGNER III	$92.00
DESIGNER II	$84.00
DESIGNER	$76.00
GIS SPECIALIST	$103.00
WORD PROCESSOR	$62.00
MAPPER	$58.00
MAPPING TECHNICIAN	$48.00
CLERICAL	$45.00

EXPENSES & EQUIPMENT CHARGES:

VEHICLE (3/4 TON OR LESS)	CURRENT IRS STANDARD MILEAGE RATE
VEHICLE (SUBURBAN & 1 TON+)	CURRENT IRS STANDARD MILEAGE RATE
COPIES	$0.10/EACH
PRINTING PLANS	$0.50/SQ. FT + TECHNICIAN TIME

REIMBURSABLES: (AT COST) TRAVEL EXPENSES (INCLUDING MEALS AND LODGING), OUTSIDE PRINTING, CONSUMABLE MATERIALS AND SUBCONTRACTOR EXPENSES.

OVERTIME (OVER 8 HOURS PER DAY, 40 HOURS PER WEEK, SATURDAYS, SUNDAYS, AND HOLIDAYS):
1.5 TIMES THE HOURLY RATE.

HOURLY RATES: APPLY TO MEETING & TRAVEL TIME

DEPOSITION/COURT TIME: 1.5 TIMES THE HOURLY RATE

FEE SCHEDULE – SURVEYING
CITY OF JOPLIN – CDBG DR PROJECTS

THIS SCHEDULE IS PREPARED AS A METHOD OF CHARGING FOR SERVICES ON A UNIT AND HOURLY BASIS. THE RATES ARE BASED UPON THE SKILL AND KNOWLEDGE OF OUR PERSONNEL. INVOICES WILL BE SUBMITTED MONTHLY AND/OR UPON COMPLETION OF SERVICES. PAYMENT IS DUE ON RECEIPT OF THE INVOICE. ACCOUNTS OVER FORTY-FIVE DAYS ARE SUBJECT TO 1 1/2% PER MONTH SERVICE CHARGE. SERVICES WILL BE PERFORMED IN ACCORDANCE WITH ACCEPTED STANDARD METHODS UTILIZING PROPERLY TRAINED, REGISTERED, LICENSED, OR CERTIFIED PERSONNEL AS REQUIRED. HOWEVER, WE CANNOT ASSUME RESPONSIBILITY FOR CONSTRUCTION METHODS, MATERIALS, PROCEDURES, PRODUCTS, OR ACTIONS OF OTHERS.

ANDERSON ENGINEERING, INC., BY: _____ EFFECTIVE: 10/01/2015 thru 12/31/2016

NEIL S. BRADY, P.E., PRESIDENT

BASIC CHARGES

PERSONNEL (HOURLY RATES):

PRINCIPAL	$162.00
SURVEY MANAGER	$141.00
PROJECT SURVEYOR	$104.00
ASSOCIATE SURVEYOR	$93.00
TECHNICIAN III – CADD TECHNICIAN/PARTY CHIEF	$73.00
TECHNICIAN II - CADD TECHNICIAN/FIELD TECHNICIAN	$61.00
TECHNICIAN I - CADD TECHNICIAN/FIELD TECHNICIAN	$44.00
ONE MAN SURVEY CREW	$105.00
TWO MAN SURVEY CREW	$134.00
THREE MAN SURVEY CREW	$178.00
FOUR MAN SURVEY CREW	$222.00
GIS SPECIALIST	$103.00
DESIGNER III	$92.00
DESIGNER II	$84.00
DESIGNER	$76.00
CLERICAL	$45.00

EXPENSES & EQUIPMENT CHARGES:

VEHICLE (3/4 TON OR LESS)	CURRENT IRS STANDARD MILEAGE RATE
VEHICLE (SUBURBAN & 1 TON+)	CURRENT IRS STANDARD MILEAGE RATE
LASER SCANNING EQUIPMENT	$800.00/DAY
GPS EQUIPMENT	$270.00/DAY
ROBOTIC TOTAL STATION	$250.00/DAY
DRONE	$250.00/DAY
PRINTING PLANS	$0.50/SQ. FT

REIMBURSABLES: (AT COST) TRAVEL EXPENSES (INCLUDING MEALS AND LODGING), OUTSIDE PRINTING, CONSUMABLE MATERIALS AND SUBCONTRACTOR EXPENSES.

OVERTIME (OVER 8 HOURS PER DAY, 40 HOURS PER WEEK, SATURDAYS, SUNDAYS, AND HOLIDAYS): 1.5 TIMES THE HOURLY RATE.

HOURLY RATES: APPLY TO MEETING AND TRAVEL TIME FOR ALL PERSONNEL CATEGORIES.

DEPOSITION OR COURT TESTIMONY: 1.5 TIMES THE HOURLY RATE.

FEE SCHEDULE - MATERIALS TESTING
CITY OF JOPLIN – CDBG DR PROJECTS

THIS SCHEDULE IS PREPARED AS A METHOD OF CHARGING FOR SERVICES ON A UNIT AND HOURLY BASIS. THE RATES ARE BASED UPON THE SKILL AND KNOWLEDGE OF OUR PERSONNEL. INVOICES WILL BE SUBMITTED MONTHLY AND/OR UPON COMPLETION OF SERVICES. PAYMENT IS DUE ON RECEIPT OF THE INVOICE. ACCOUNTS OVER FORTY FIVE DAYS ARE SUBJECT TO 1 1/2% PER MONTH SERVICE CHARGE. SERVICES WILL BE PERFORMED IN ACCORDANCE WITH ACCEPTED STANDARD METHODS UTILIZING PROPERLY TRAINED, REGISTERED, LICENSED, OR CERTIFIED PERSONNEL AS REQUIRED. HOWEVER, WE CANNOT ASSUME RESPONSIBILITY FOR CONSTRUCTION METHODS, MATERIALS, PROCEDURES, PRODUCTS, SAMPLING OR ACTIONS OF OTHERS.

ANDERSON ENGINEERING, INC., BY: _____ EFFECTIVE: 10/01/2015 thru 12/31/2016

NEIL S. BRADY, P.E., PRESIDENT

BASIC CHARGES

PERSONNEL (HOURLY RATES):

PRINCIPAL	$162.00
PROJECT MANAGER	$149.00
PROJECT ENGINEER	$133.00
ASSOCIATE ENGINEER	$112.00
DESIGN ENGINEER	$90.00
GEOLOGIST	$90.00
TECHNICIAN IV - SPECIALIST/LAB MANAGER	$89.00
TECHNICIAN III - SENIOR LAB/FIELD TECHNICIAN	$73.00
TECHNICIAN II - LAB/FIELD TECHNICIAN	$52.50
TECHNICIAN I - TECHNICIAN AIDE	$44.00
STRUCTURAL STEEL/AWS CERTIFIED WELD INSPECTOR	$68.00
ASNT TC-1A ULTRASONIC, MAG PARTICLE & DYE TESTING - LEVEL II	$84.00
DESIGNER III	$92.00
DESIGNER II	$84.00
DESIGNER	$76.00
CLERICAL	$45.00

EXPENSES & EQUIPMENT CHARGES:

VEHICLE (3/4 TON OR LESS)	CURRENT IRS STANDARD MILEAGE RATE
VEHICLE (SUBURBAN & 1 TON+)	CURRENT IRS STANDARD MILEAGE RATE
WATER TRUCK	$75.00/DAY + $0.68/MILE
COPIES	$0.10/EACH
PRINTING PLANS	$0.50/SQ. FT + TECHNICIAN TIME

REIMBURSABLES: (AT COST) TRAVEL EXPENSES (INCLUDING MEALS AND LODGING), OUTSIDE PRINTING. CONSUMABLE MATERIALS AND SUBCONTRACTOR EXPENSES.

MINIMUM CHARGE: THERE IS A MINIMUM CHARGE OF 2 HOURS OF TECHNICIAN TIME PER JOB SITE VISIT, EXCEPT FOR CONCRETE CYLINDER AND SAMPLE PICKUP.

OVERTIME (OVER 8 HOURS PER DAY OR SATURDAYS, SUNDAYS, AND HOLIDAY WORK): 1.5 TIMES THE HOURLY RATE.

HOURLY RATES: APPLY TO MEETING AND TRAVEL TIME, INCLUDING CONCRETE CYLINDER PICKUP AND FIELD TESTING, FOR ALL PERSONNEL CATEGORIES.

DEPOSITION OR COURT TESTIMONY: 1.5 TIMES THE HOURLY RATE.

FIELD TESTING AND INPSECTION CHARGES

FIELD DENSITY (COMPACTION TEST)	$ 8.00/EA.
CONE PENETROMETER	$ 15.00/EA.
FLOOR FLATNESS EQUIPMENT	$250.00/EA.
DYNAMIC CONE PENETROMETER	$25.00/EA.
CORING EQUIPMENT CHARGES	$100.00/DAY

LABORATORY TEST CHARGES

AGGREGATES (ASTM)	UNIT CHARGE
L.A. ABRASION, SMALL AGG. (C131)	$ 127.00
L.A. ABRASION, LARGE AGG. (C535)	$ 155.00
SULFATE SOUNDNESS TEST (C88):	
5-CYCLE	$ 223.00
10-CYCLE	$ 297.00
20-CYCLE	$ 419.00
SIEVE ANALYSIS, DRY AGG (C136)	$ 53.00
SIEVE ANALYSIS (C117)	$ 64.00
SIEVE ANALYSIS (C117, C136)	$ 79.00
SPECIFIC GRAVITY, FINE AGG (C128)	$ 58.00
SPECIFIC GRAVITY, COARSE AGG (C127)	$ 58.00
LIGHTWEIGHT PIECES IN AGG (C123)	$ 90.00
ORGANIC IMPURITIES (C40)	$ 53.00
FLAT & ELONGATED PIECES (D4791)	$ 79.00
DELETERIOUS MATLS (MODOT TM71)	$ 69.00
CLAY LUMPS & FRIABLE PARTICLES (C142)	$ 85.00
DRY RODDED UNIT WEIGHT (C29)	$ 38.00

MASONRY TESTS (ASTM)	
COMPRESSIVE STRENGTH, 4" BLOCK	$ 26.50
COMPRESSIVE STRENGTH, 6" BLOCK	$ 32.00
COMPRESSIVE STRENGTH, 8" BLOCK	$ 44.50
COMPRESSIVE STRENGTH, 12" BLOCK	$ 74.00
COMPRESSIVE STRENGTH, MORTAR	
MORTAR/GROUT CUBE	$ 13.00
GROUT PRISM	$ 13.00
MORTAR CYLINDER (2" X 4")	$ 13.00
ABSORPTION, MASONRY BLOCK	$ 42.50
LINEAR SHRINKAGE (SET OF 3)	$ 318.00

BITUMINOUS TESTING	
ASPHALT CONTENT	$ 95.50
ASPHALT CONTENT & AGG. GRADATION	$ 159.00
SEIVE ANALYSIS EXTRACTION	$ 79.00
MARSHALL TEST, FIELD – 3 PUCKS	$ 79.00
MARSHALL TEST, LAB – 3 PUCKS	$ 117.00
RETAINED STABILITY	$ 180.00
ASPHALT CORE DENSITY, EACH	$ 26.50
THEORETICAL MAX. DENSITY	$ 127.00

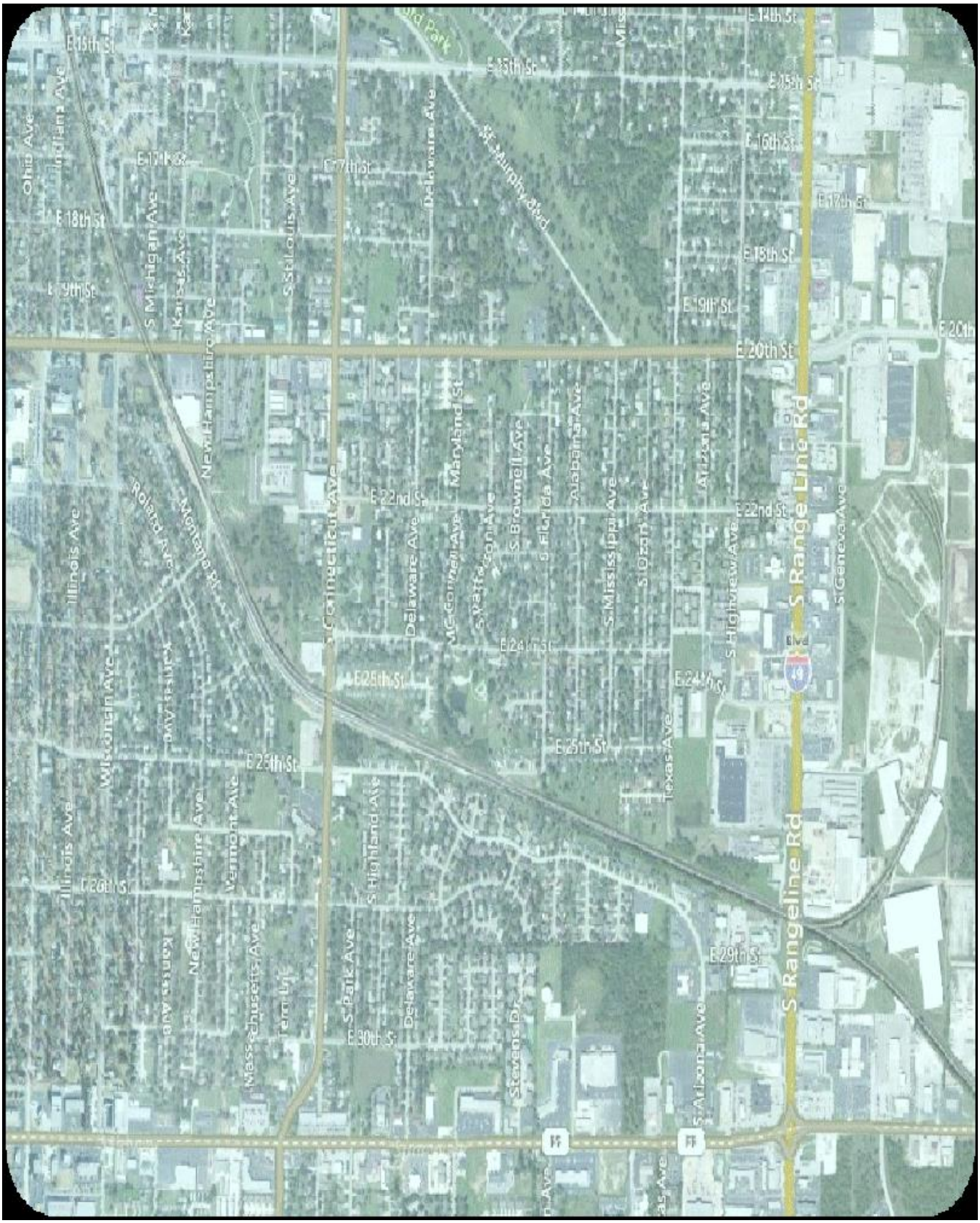
CONCRETE/ROCK CORE	
CORE TRIM & TEST	$ 44.00
THICKNESS (AASHTO T148 /ASTM C174)	$ 25.00

SOIL TESTS (ASTM)	UNIT CHARGE
ATTERBERG LIMITS (D4318)	$ 58.00
SWELL TEST, 1/16 TSF (D4546)	$ 155.00
SWELL PRESSURE (D4546)	$ 292.00
SHRINKAGE LIMIT (D4943)	$ 58.00
MOISTURE CONTENT (C2216)	$ 6.00
SIEVE + HYDROMETER	$ 143.00
HYDROMETER ONLY (D422)	$ 79.00
USCS CLASSIFICATION	$ 27.50
PERCENT PASSING #200	$ 42.50
SPECIFIC GRAVITY (D854)	$ 74.00
UNCONFINED COMPRESSION	$ 51.00
UNCONFINED/TRIAXIAL, REMOLDED	$ 79.00
TRIAXIAL TEST, PP, CU w/PP	$ 309.00
ORGANIC MATTER (D2974-C)	$ 53.00
PENETROMETER	$ 4.50
SAMPLE PREP, PER HOUR	$ 51.00
SHELBY TUBE DENSITY	$ 32.00
RESISTIVITY	$ 159.00
PERMEABILITY, FALLING HEAD	$ 381.00
PERMEABILITY, FLEXIBLE WALL	$ 360.00
PERMEABILITY, CONSOLIDATION TEST	$ 159.00
CONSOLIDATION TEST, TO 8 TSF	$ 403.00
CONSOLIDATION TEST, LOAD INC. > 8 TSF, EA.	$ 53.00
CALIFORNIA BEARING RATIO, LAB, PER POINT	$ 106.00
pH	$ 53.00

LABORATORY COMPACTION TESTS	
MOISTURE DENSITY RELATIONSHIP	
STD. PROCTOR (D698), MTH A & B	$ 153.00
STD. PROCTOR (D698), MTH C	$ 180.00
STD. PROCTOR (D698), 1 POINT	$ 54.50
MOD. PROCTOR (D1557), MTH A & B	$ 186.00
MOD. PROCTOR (D1557), MTH C	$ 251.00
MOD. PROCTOR (D1557), 1 POINT	$ 60.00
RELATIVE DENSITY	$ 382.00

CONCRETE TESTING	
4" X 8" OR 6" X 12" TEST MOLD	$ 2.00
6" X 12" CYLINDER, TESTED & MOLD	$ 15.00
6" X 12" CYLINDER, EXTRA & MOLD	$ 11.00
4" X 8" CYLINDER, TESTED & MOLD	$ 11.00
4" X 8" CYLINDER, EXTRA & MOLD	$ 7.00
SAW CONCRETE CYLINDER	$ 26.00
BEAM FLEXURAL STRENGTH	$ 37.00
CONCRETE BEAM, NOT TESTED	$ 21.00

20th Street Improvements from Connecticut to Range Line



City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: November 21, 2016
Council Bill No. 2016-156

Item: Work Authorization with Anderson Engineering Inc. for Engineering Services Associated with Street, Sidewalk, Curb & Gutter, and Storm Water Projects in the Recovery Area.

Originating Department: Public Works – Community Development

Attachments:

1) Agreement-Work Authorization
2) Council Bill No. 2016-156

Community Development: Troy Bolander
Department Head: Nicholas A. Heatherly
Finance Department: Leslie Haase
City Attorney: Peter C. Edwards
City Manager: Samuel L. Anselm

Recommended Action: Approval of a work authorization with Anderson Engineering Inc. in the not to exceed amount of $200,250.00 for Engineering Services Associated with Street, Sidewalk, Curb & Gutter, and Storm Water Projects in the Recovery Area. Funded through CDBG-DR.

Background:
In July 2015 City Council approved the Capital Plan for the expenditure of CDBG-DR funds which included these projects. In October of 2016 the City of Joplin approved a contract with Anderson Engineering Inc. for the design, bidding and construction management of Street, Sidewalk, Curb & Gutter, and Storm Water Projects in the Recovery Area.

Discussion:
This work authorization provides for $200,250.00 to complete the additional tasks of field survey services and material testing that was not included as part of the work authorization approved in October. The construction of these projects is anticipated for the 2017 and 2018 construction seasons.

Recommendation: Staff recommends approval of a work authorization with Anderson Engineering Inc. in the not to exceed amount of $200,250.00 for Engineering Services associated with Street, Sidewalk, Curb & Gutter, and Storm Water Projects in the Recovery Area be approved on an emergency basis per Section 2.12 (6) of the Joplin City Charter.

COUNCIL BILL NO. 2016-156 ORDINANCE NO

AN ORDINANCE approving an agreement for Anderson Engineering Inc. not to exceed Two Hundred Thousand Two Hundred Fifty and no/100 Dollars ($200,250.00) for Continuing Engineering Services Associated with the Street, Sidewalk, Curb & Gutter, and Storm Water Projects in the Recovery Area and containing an emergency clause.

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

Section 1. Approval of an agreement for Anderson Engineering Inc. not to exceed Two Hundred Thousand Two Hundred Fifty and no/100 Dollars ($200,250.00) for Continuing Engineering Services Associated with the Street, Sidewalk, Curb & Gutter, and Storm Water Projects in the City of Joplin, Jasper County.

Section 2. Upon the final approval and acceptance of the consultant's work under said contract, in substantial conformance with the attached exhibits, in writing by the Director of Public Works, and his certification to that effect to the Director of Finance, the contractor shall be paid from the Community Development Block Grant Disaster Recovery Grant Fund.

Section 3. That the Director of Public Works is hereby authorized to enter into an agreement on behalf of the City of Joplin with Anderson Engineering.

Section 4. This ordinance is an emergency within the means of Section 2.12 (6) in that said ordinance provides for public improvements and is considered an emergency by the Council and as such shall become effective immediately upon this passage as provided by the Home Rule Charter for the City of Joplin. Specifically, this ordinance approves work to begin immediately in the optimal time during the calendar year to meet construction schedules, and appropriations for this contract have been approved by the 2016-2017 budget.

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

_____, 2016 by a _____ vote.

_____

ATTEST: Michael L. Seibert, Mayor

_____

Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

CITY		ENGINEER	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: Anderson Engineering, Inc. Address: 811 E 3rd Street Joplin, MO 64801	
Attention: Nicholas Heatherly, P.E., C.F.M. nheather@joplinmo.org		Attention: Neil Brady, P.E., nbrady@aeincmo.com Jason Eckhart, P.E., jeckhart@aeincmo.com	
Department: Public Works		Phone: 417.782.7399	Fax: 417.782.7398
Phone: 417.624.0820 x 500	Fax: 417.625.4738	CDBG Project 2, Non-LMI Additional Services	

WORK AUTHORIZATION NUMBER AND-DR2-PAP7-2 – Additional Services
TO AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES

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

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

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

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

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

5. **Payment**.

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

b. **Total compensation not to exceed**. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Engineer under the terms of this Work Authorization Number AND-DR2-PAP7-2 – Additional Services exceed the sum of **Two Hundred Thousand Two Hundred Fifty and 00/100 Dollars ($200,250.00).**

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 cancellation or non-renewal 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

All policies except for the professional liability policy 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, 2016, the minimum coverage for the insurance referred to herein shall be as set out below:

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

b. Commercial General Liability Insurance, including coverage for Contractual Liability and Independent Contractors Liability. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Two Million Seven Hundred Thirty Four Thousand Five Hundred Sixty Seven and no/100 Dollars ($2,734,567.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Ten Thousand One Hundred Eighty Five and no/100 Dollars ($410,185.00) 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 Seven Hundred Thirty Four Thousand Five Hundred Sixty Seven and no/100 Dollars ($2,734,567.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Ten Thousand One Hundred Eighty Five and no/100 Dollars ($410,185.00) 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 on both a per-claim and an aggregate basis. 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

Dan Johnson, P.E., Civil Engineer

Troy Bolander, Director of Planning,
Development and Neighborhood Services

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: Anderson Engineering, Inc.

By: 

Printed Name: Jason Eckhart, P.E.

Title: Vice President

Date: 11.10.16

CITY OF JOPLIN, MISSOURI

By: _____
Nicholas Heatherly, P.E.
Public Works Director

Date: _____

Exhibit A

for

Work Authorization Number

AND-DR2-PAP7-2 – Additional Services

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PART 1 – BASIC SERVICES *All deliverables referred to in the agreement shall also be provided in an electronic format to be specified by the City.*

A1.01 ~~*Conceptual Phase*~~

~~A. Engineer shall:~~

~~1. Consult with Owner to define and clarify Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations, and identify available data, information, reports, facilities plans, and site evaluations.~~

~~If Owner has already identified one or more potential solutions to meet its Project requirements, then proceed with the study and evaluation of such potential solutions. Options will be discussed and agreed to by Engineer at scoping meeting.~~

~~2. Identify potential solution(s) to meet Owner's Project requirements, as needed.~~

~~3. Study and evaluate the potential solution(s) to meet Owner's Project requirements.~~

~~4. Visit the Site, or potential Project sites, to review existing conditions and facilities, unless such visits are not necessary or applicable to meeting the objectives of the Study and Report Phase.~~

~~5. Advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer additional Project-related data and information, for Engineer's use in the study and evaluation of potential solution(s) to Owner's Project requirements, and preparation of a related report.~~

~~6. After consultation with Owner, recommend to Owner the solution(s) which in Engineer's judgment meet Owner's requirements for the Project.~~

~~7. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project to be designed or specified by Engineer, including but not limited to mitigating measures identified in an environmental assessment for the Project.~~

~~8. Prepare a conceptual report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed to requirements, considerations involved, and Engineer's recommended solution(s). For each recommended solution Engineer will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services to be provided by Engineer and its Consultants; and, on the basis of information furnished by Owner, a tabulation of other items and services included within the definition of Total Project Costs.~~

~~9. Advise Owner of any need for Owner to provide data or services of the types~~

~~described in Exhibit B, for use in Project design, or in preparation for Contractor selection and construction.~~

10. ~~When mutually agreed, assist Owner in evaluating the possible use of building information modeling; civil integrated management; geotechnical baselining of subsurface site conditions; innovative design, contracting, or procurement strategies; or other strategies, technologies, or techniques for assisting in the design, construction, and operation of Owner's facilities. The subject matter of this paragraph shall be referred to in Exhibit A and B as "Project Strategies, Technologies, and Techniques."~~

11. ~~If requested to do so by Owner, assist Owner in identifying opportunities for enhancing the sustainability of the Project, and pursuant to Owner's instructions plan for the inclusion of sustainable features in the design.~~

12. ~~Develop a scope of work and survey limits for any topographic and other surveys necessary for design.~~

13. ~~Perform or provide the following other Study and Report Phase tasks or deliverables:~~

14. ~~Furnish 6 review copies of the Report and any other Study and Report Phase deliverables to Owner by the due date and review by phone or in person with Owner.~~

15. ~~Revise the Report and any other Study and Report Phase deliverables in response to Owner's comments, as appropriate, and furnish 6 copies of the revised Report and any other Study and Report Phase deliverables to the Owner by the agreed upon due date.~~

B. ~~Engineer's services under the Study and Report Phase will be considered complete on the date when Engineer has delivered to Owner the revised Report and any other Study and Report Phase deliverables.~~

C. Billing/Payment Processing Options

1. Request for payment may be submitted at appropriate intervals during the contract. Application for payment must include a detailed breakdown of deliverables completed as well as specific tasks or percentages of specific tasks completed. Payment schedule will be at the approval of the city.
2. Deliverables option as determined by engineering staff on a project by project basis. Example: 30 percent – Preliminary plans, 60 percent Right of Way plans, 90 percent Final plans and bid documents, 100 percent project completion.

A1.02 ~~*Preliminary Design Phase (30 percent plans)*~~

~~A. Proceed with Preliminary Design Phase after the completion of the Conceptual phase which includes: Acceptance by Owner of the Conceptual Report and any other Study and Report Phase deliverables; selection by Owner of a recommended solution; issuance by Owner of any instructions for use of Project Strategies, Technologies, and Techniques, or for inclusion of sustainable features in the design, and Indication by Owner of any specific~~

~~modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner.~~

1. ~~Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.~~

2. ~~Include on plans, property lines, structure locations, ownership names and contact information.~~

3. ~~In preparing the Preliminary Design Phase documents, use any specific applicable Project Strategies, Technologies, and Techniques authorized by Owner during or following the Study and Conceptual Phase, and include sustainable features, as appropriate, pursuant to Owner's instructions.~~

4. ~~Provide necessary field surveys, topographic and utility mapping for Engineer's design purposes. Comply with the scope of work and procedure for the identification and mapping of existing utilities as defined by Section A1.03 "Utility Requirements" and Section A1.04 "Survey Services"~~

5. ~~Visit the Site as needed to prepare the Preliminary Design Phase documents.~~

6. ~~Advise Owner if additional reports, data, information, or services of the types described are necessary and assist Owner in obtaining such reports, data, information, or services.~~

7. ~~Continue to assist Owner with Project Strategies, Technologies, and Techniques that Owner has chosen to implement.~~

8. ~~Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in tabulating the various cost categories which comprise Total Project Costs.~~

9. ~~Obtain and review Owner's instructions regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Also obtain and review copies of Owner's design and construction standards, Owner's standard forms, general conditions, supplementary conditions, text, and related documents or content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and in the draft Construction Contract Documents, when applicable.~~

10. ~~Development communication plan for project: considering the use of door hangers, letters, public meetings, changeable message boards.~~

11. Furnish 6 review copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner by established due date, and review them with Owner. Owner shall submit to Engineer any comments regarding the furnished items.

12. Revise the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables in response to Owner's comments, as appropriate, and furnish to Owner 6 copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables by the specified due date.

13. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.

A1.03 *Utility Requirements*

A. Make notification to utilities during conceptual phase of preliminary design process. Communication to be made in a specific, documented format. (As detailed in item D).

B. Based on specific utility feedback, and field observation, identify potential high expense utility relocation issues.

C. Prepare and present plan for city review, detailing significant utility conflicts, proposed pothole locations, and associated costs for verifying existing utilities. Potholing process to include horizontal and vertical alignment and depth details. Details will be included in 30 percent plan completion, final right of way plans, and final construction plans. Necessary corrective action to address incomplete or inaccurate details may be subject to errors and omissions insurance claim.

D. Submit utility report at 30 percent submittal and close out of project. Utility report to include representatives contacted, meeting dates, and a summary of discussions, requests, observations and/or concerns. (See City of Joplin utility notification form)

A1.04 *Surveying Services – General*

A. Control Survey

All horizontal control for the project will be based on the Missouri State Plane Coordinate System of 1983, West Zone.

All vertical control for the project will be based on the North American Vertical Datum of 1988 (NAVD 88) provided by NOAA's National Geodetic Survey (NGS).

Control points and temporary bench marks will be set inter visible and in strategic locations along the project route so as to be conveniently used during all phases of the project, including construction.

B. Engineering Survey

Provide topographic engineering survey for the length of the project to facilitate design. Provide a survey of all existing surface and sub-surface utilities in the project corridor.

C. Property Boundary Survey/Right-of-way Survey/Easements

Provide a boundary survey or surveys to locate the existing Right-of-Way/Easements for the length of the project, the adjacent property lines of the parcels along the project, and all existing easements of record encumbering each property that will affect the project. Consultant will be responsible for ordering title work for each parcel along the project route and procuring existing right-of-way documents and/or right-of-way plans.

D. Right-of-way and Easement Description Preparation

Upon final approval of the Right-of-Way/Project Plans consultant will provide descriptions and exhibit drawings for all property right acquisitions including, but not limited to: right-of-way takings, permanent easements and temporary easements.

E. Right-of-way and Easement Staking

During the property negotiation phase of the project it may be necessary to stake the proposed right-of-way and/or easement locations to assist the right-of-way agent. Upon request, the consultant will temporarily stake the proposed right-of-way/easement locations with wooden lathe to allow the property owner to visually inspect the location of such.

Pre-Construction Phase – On projects that will require the relocation of existing utilities prior to the award of the construction contract the consultant shall temporarily stake the location of the Right-of-Way and/or easements at points predetermined by Owner. This service will be provided one (1) time as a part of the contract. Any additional staking, if required by utility contractors due to the destruction of the temporary stakes, will be done at the advertised hourly rate and billed back to the utility contractor who is found to be responsible for removing the original stakes.

F. Existing United States Public Land Survey System Corners

All existing USPLSS corners that may/will be removed or altered as a result of this project must be referenced and re-established according to 20 CSR 2030-17.020 and 20 CSR 2030-17.030.

G. Survey Records

Consultant shall provide to Owner originals or copies of all survey records relevant to the project. These records shall include, but are not limited to: survey notes, research records, computations, calculations and drawings.

H. Other Services

Services not covered by A through F that are determined in the scoping meeting to be necessary for completion of the project.

A1.05

Right of Way Plan Phase – 60 percent plans

A. Determine parcels and parcel ownership information to be included on right of way plans.

B. Determine parcel size.

C. Prepare R.O.W. plan tabulation sheet.

D. Prepare R.O.W. plan sheets showing easement and right of way takings.

E. Furnish 6 review copies of the Right of Way Plan Phase documents, opinion of probable Right of Way Cost, and any other Right of Way Plan Phase deliverables to Owner by established due date, and review them with Owner. Owner shall submit to Engineer any comments regarding the furnished items.

F. Revise the Right of Way Plan Phase documents, opinion of probable Right of Way Cost, and any other Right of Way Plan Phase deliverables in response to Owner's comments, as appropriate, and furnish to Owner 6 copies of the revised Right of Way Plan Phase documents, revised opinion of probable Right of Way Cost, and any other deliverables by the specified due date.

G. Engineer's services under the Right of Way Plan Phase will be considered complete on the date when Engineer has delivered to Owner the revised Right of Way Plan Phase documents, revised opinion of probable Right of Way Cost, and any other Right of Way Plan Phase deliverables.

A1.06 *Final Design Phase*

A. After acceptance by Owner of the Preliminary Design Phase documents, revised opinion of probable Construction Cost as determined in the Preliminary Design Phase, and/or any other Right of Way plan documents, subject to any Owner-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon written authorization from Owner, Engineer shall:

1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.

2. Visit the Site as needed to assist in preparing the final Drawings and Specifications.

3. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities, as appropriate.

4. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.

5. After consultation with Owner, include in the Construction Contract Documents any specific protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website. Any such protocols shall be applicable to transmittals between and among

Owner, Engineer, and Contractor during the Construction Phase and Post-Construction Phase, and unless agreed otherwise shall supersede any conflicting protocols previously established for transmittals between Owner and Engineer.

6. Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.

7. In addition to preparing the final Drawings and Specifications, assemble drafts of other Construction Contract Documents based on specific instructions and contract forms, text, or content received from Owner.

8. Prepare or assemble draft bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content received from Owner.

9. Contract shall include contractor provided changeable message signs to communication construction information.

10. Furnish for review by Owner, its legal counsel, and other advisors, 6 copies of the final drawings and Specifications, assembled drafts of other construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other final design Phase deliverables, by the established due date, with the Final Design Phase, and review them with Owner. Owner shall submit to Engineer any comments regarding the furnished items, and any instructions for revisions.

B. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables.

C. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding or Negotiating, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts.

A1.07 *Bidding Phase*

A. After acceptance by Owner of the final Drawings and Specifications, other Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Engineer shall:

1. Advertise for and obtain bids or proposals for the Work, assist Owner in issuing assembled design, contract, and bidding-related documents (or requests for proposals or other construction procurement documents) to prospective contractors, and where applicable, maintain a record of prospective contractors to which documents have been issued, schedule and conduct mandatory pre-bid conferences, and receive and process contractor deposits or charges for the issued documents.

2. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents.

3. Provide information or assistance needed by Owner in the course of any review of proposals with prospective contractors.

4. If Federal funding is involved, set up prequalification's for contractor. This includes researching all applicable debarment & qualified contractor's lists & providing this documentation in the project file

5. Consult with Owner as to the qualifications of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.

6. If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding-related documents

7. Attend the bid opening, prepare bid tabulation sheets to meet Owner's schedule, and assist Owner in evaluating bids, assembling final contracts for the Work for execution by Owner and Contractor, and in issuing notices of award of such contracts.

B. The Bidding Phase will be considered complete upon commencement of the Construction Phase.

A1.08 *Construction Phase*

A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:

1. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned below. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.

2. *Resident Project Representative (RPR):* Provide the services of an RPR at the Site to assist the Engineer (unless provided by the city), and to provide more

extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth

3. *Selection of Independent Testing Laboratory:* Assist Owner in the selection of an independent testing laboratory to perform the services identified.

4. *Pre-Construction Conference:* Participate in a pre-construction conference prior to commencement of Work at the Site.

5. *Electronic Transmittal Protocols:* Consultant shall follow City of Joplin protocols shown below.

6. *Original Documents:* If requested by Owner to do so, maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.

7. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.

8. *Baselines and Benchmarks:* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.

9. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:

   a) Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.

   b) The purpose of Engineer's visits to the Site, and representation by the

Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.

10. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.

11. *Compatibility with Design Concept:* If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.

12. *Clarifications and Interpretations:* Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.

13. *Field Orders:* Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.

14. *Change Orders and Work Change Directives:* Recommend Change Orders and

Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.

a) Identify discrepancy
b) Contractor submits pricing
c) Cost analysis by Project Manager
d) Submit Conceptual Plan to MoDOT and FHWA, if applicable
e) Receive conceptual approval from both agencies and give contract Notice to Proceed
f) Change in work complete, submit official change Order with Justification and copy of conceptual to MoDOT and FHWA if applicable (justification provided by City Project Manager)
g) After signatures on Change order are complete, notify the contractor.

15. *Differing Site Conditions:* Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews and prepare findings, conclusions, and recommendations for Owner's use.

16. *Shop Drawings, Samples, and Other Submittals:* Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.

17. *Substitutes and "Or equal":* Evaluate and determine the acceptability of substitute or "or equal" materials and equipment proposed by Contractor.

18. *Inspections and Tests:*

a) Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.

b) As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.

c) Pursuant to the terms of the Construction Contract, require special inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.

19. *Change Proposals and Claims:*

a) Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal.

b) Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.

20. *Applications for Payment:* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:

a) Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set offs) based on the provisions for set offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions Precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price Work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).

b) By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement.

21. *Contractor's Completion Documents:* Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data. Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction

~~Contract Documents to obtain final payment. The extent of Engineer's review of record documents shall be to check that Contractor has submitted all pages.~~

22. ~~*Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.~~

23. *Other Tasks:* Perform or provide the following other Construction Phase tasks or deliverables:

    a) Travel Related Expenses: The Contractor shall comply with the City of Joplin travel policy with the exception of meal reimbursement. Per diem and incidentals are not applicable. Actual itemized receipts containing proof of payment should be provided for the meal purchased and not exceed the meal category General Services Administration (GSA) rate maximum for the City of Joplin in the City of Joplin travel policy.

    b) Other Project Related Expenses: Other project related expenses not related to travel will be invoiced in accordance with the Exhibit B and will not be subject to mark-up.

    c) Invoice Reimbursement: The mark-up of charges is not allowed including but not limited to expenses and subcontractor charges.

    d) Project Construction Costs: The Engineer will track construction costs by funding source.

24. ~~*Final Notice of Acceptability of the Work:* Conduct a final visit to the Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to Owner and Contractor in the form of the acceptance identified in MoDOT's LPA Manual, that the Work is acceptable (subject to the provisions of the Notice and Paragraph A1.05.A.21.b) to the best of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under this Agreement.~~

~~25. *Standards for Certain Construction-Phase Decisions:* Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.~~

B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract, then Construction Phase services may be rendered at different times in respect to the separate contracts. Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.

A1.09 *Post Construction Phase*

A. Upon written authorization from Owner during the Post Construction Phase, Engineer shall:

1. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.

2. Together with Owner, visit the Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.

3. Full payment of the final invoice will not be considered until the consultant has electronically furnished the following documents:

a) The city's semi-final inspection letter stating the date of semi-final inspection and listing those who were present.
b) The city's final acceptance letter showing the number of working days or calendar days charged, completion date and the amount of liquidated damages, if any.
c) A final list of acceptance testers used on the project and a certification stating:

"The results of the tests or acceptance samples indicate that material incorporated in the construction work and the construction operations controlled by sampling and testing were in reasonably close conformity with the approved plans and specifications, and such results compare favorably with the results of independent assurance sampling and testing." Any deviations from the specifications must be explained along with the reason for acceptance.

"All field tests were performed in conformity with the governing specifications and the results were in reasonably close conformity with the specifications." Explain any deviations and why the work was accepted.

"The project was constructed substantially in conformity with the plans

~~and specifications for the project."~~

~~d) Contractor certification and city recommendation:~~

~~Showing the final DBE participation on the project including the DBEs used, the type of work performed, and the dollar amount paid to each DBE.~~

~~The city's recommendation regarding the contractor's fulfillment of the DBE requirements. The consultant shall also provide written documentation from each DBE that they were paid in full for the work identified in the Contractor DBE Certification. Examples of documentation from DBEs may include a letter, e-mail, lien waiver or copies of reimbursement checks. If DBE goals were not met, include documentation as to why.~~

~~e) Final Invoice~~

~~f) Final Detailed Estimate of Quantities~~

~~g) Contractor's Affidavit Regarding Settlement of Claims~~

~~h) Final Change Order (if needed)~~

~~i) Affidavit (Compliance with Prevailing Wage Law)~~

~~j) These documents are to be received within 60 days of the Final Inspection date. Final Reimbursement will be processed once all close out documentation has been reviewed and accepted.~~

~~B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified, will terminate twelve months after the commencement of the Construction Contract's correction period.~~

PART 2 – ADDITIONAL SERVICES

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

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

~~1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statementsand documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.~~

2. Undertaking investigations and studies including, but not limited to:

a. Detailed consideration of operations, maintenance, and overhead expenses.

B2.01 *Right of Way Negotiation/Acquisition Services*

A. The Consultant shall be responsible for the following acquisition activities under this Scope of Services. All Right of Way acquisition activities will comply with HUD Uniform Relocation Act, City of Joplin, MoDot and LPA Guidelines

Pre-Qualification of Consultant Employees/Subcontractors

Project Timeline: Coordinate timeline with city staff.

Titlework/Titlework Updates: Acquire/update title search for each parcel.

Preparation/Review of Legal Instruments: Prepare legal documents using standard right of way and easement forms.

Preparation of Individual Parcel Files: Set up and maintain right of way acquisition file for each parcel. Send appropriate notices to property owners as required by funding source and city policy. Prepare detailed Negotiator's Report for each property to include owner information, all contacts, attempted contacts, or other related activity.

Appraisals, Updates: Arrange for appraisals and appraisal updates as required. Appraisal formats to be used (value analysis, value finding, short form, detailed appraisal) will be coordinated with city staff.

Appraisal Review: Arrange for appraisal review when appraisals are conducted.

Acquisition: Contact owners and arrange on site or office meetings to review project or compensation details. Obtain signatures and provide notary services for each required document after agreement has been reached.

Preparation of compensation packet – for appropriate city review and payment: Review counter offers, special requests or conditions with city staff.

Closings: Obtain signatures and provide notary services for each required document after agreement has been reached. Forward signed documents to city staff. Deliver payment to property owner. Forward file to city staff if agreement cannot be reached with property owner.

Relocation Assistance when applicable

Relocation Review

Project Status Reports: Provide status updates during scheduled project coordination meetings and as requested by city staff.

~~*Final File Disposition:* Submit electronic copy of Individual Parcel Files to city.~~

~~C2.01 *Construction Inspection and Administration Services*~~

~~A. The Consultant shall be responsible for the following construction inspection and construction administration activities under this Scope of Services.~~

~~1. *On-site Inspection and Verification:* Provide inspection services and oversee construction to verify compliance with construction plans. Coordinate and schedule construction verifications and inspections as needed.~~

~~2. *Testing:* Provide testing services for soils, concrete, steel, masonry, materials, and other items as needed.~~

~~3. *Coordination:* Coordinate project activities with project staff, city staff, and contractors to ensure timely delivery of construction materials and services; review construction pay applications; conduct wage rate interviews; review payroll reports; verify materials and quantities.~~

~~4. *Project Diary:* Keep a daily project diary and provide a weekly activity report to city project staff.~~

~~5. *Reporting:* Attend weekly project coordination meetings; assist the city in developing and meeting quarterly federal reporting requirements; ensure adherence to federally required construction provisions and all city policies.~~

~~6. *Verification*: Verify Contractor and Sub-contractor are in good standing at SAM.gov.~~

7. *Field Surveying:* Perform the following field surveying services as requested by the Contractor or the Contractor's designated representative pursuant to the conditions herein.

8. *Materials Testing:* Perform the following materials testing services as requested by the Contractor or the Contractor's designated representative pursuant to the conditions herein.

Engineering Services Agreement

Article 1 of the Agreement dated September 17, 2015, is supplemented to include the following agreement of the parties.

Engineer shall provide Additional Services for Field Surveying for the following projects at the costs shown:

	Sub-Project	Estimated Cost
1.	22nd Street, Rangeline Road to Florida Avenue	$13,000
2.	Highview Avenue Culvert/20th Street Ditch Improvements	$7,000
3.	20th Street CMAP Replacement	$6,000
4.	Delaware Avenue, 15th Street to 20th Street	$13,000
5.	Highview Avenue, 15th Street to 22nd Street	$12,000
6.	Texas Street and Arizona Avenue, 20th Street to 22nd Street	$8,000
	Subtotal Field Surveying	**$59,000**

Detailed descriptions of services to be provided for each project are included Part 2 - ADDITIONAL SERVICES below.

Engineer shall provide Additional Services for Materials Testing for the following projects at the costs shown:

	Sub-Project	Estimated Cost
1.	22nd Street, Rangeline Road to Florida Avenue	$28,500
2.	Highview Avenue Culvert/20th Street Ditch Improvements	$12,750
3.	20th Street CMAP Replacement	$6,000
4.	Delaware Avenue, 15th Street to 20th Street	$20,500
5.	Highview Avenue, 15th Street to 20th Street	$26,500
6.	Highview Avenue, 20th Street to 22nd Street	$18,500
7.	Texas Street and Arizona Avenue, 20th Street to 22nd Street	$28,500
	Total	**$141,250**

Detailed descriptions of services to be provided for each project are included Part 2 - ADDITIONAL SERVICES below.

1. 22nd Street, Rangeline Road to Florida Avenue – Field Staking

Anderson Engineering, Inc. shall perform the following field surveying services as requested by the Contractor or the Contractor's designated representative pursuant to the conditions herein:

1. Verify/Establish Project Control: Verify horizontal & vertical control points and any other information necessary for the accurate layout of site improvements. Establish Temporary Bench Marks at no greater than 500 foot intervals, as necessary.

2. Center Line Grade: Check existing pavement elevations against the plan finished grade elevations on 50 foot stations for the length of the project prior to the Contractor starting construction.

3. Stake Demolition: Set points to be used for the location of saw cuts for demolition. Points shall be set on 100 foot intervals.

4. Stake Temporary Easements and Right-of-Way: Set points to be used for the location of temporary construction easements and permanent right-of-way. Stakes shall be set at 50 foot horizontal intervals and at bends, radius points and other curve elements as required.

5. Stake Curb & Gutter: Set offset stakes for construction of approximately 4875± LF of concrete curb & gutter. Stakes shall be set at 25 foot horizontal intervals and at bends, radius points and other curve elements as required. Stakes shall indicate cut/fill to top/back of curb.

6. Stake ADA Ramps and Truncated Domes: Set offset stakes for construction of 13 ADA Ramps. Stake 13 truncated domes. Stakes shall indicate cut/fill to finish grade.

7. Stake Paved Concrete Drive Approaches: Set offset stakes for construction of 15 driveway approaches. Stakes shall indicate cut/fill to finish grade.

8. Stake Sidewalk: Set offset stakes for construction of approximately 2520± LF of concrete sidewalk along the south side of 22nd Street as per plans. Stakes shall be set at 25 foot horizontal intervals and at bends, radius points and other curve elements as required. Stakes shall indicate cut/fill to finish grade.

9. Stake Stormwater Improvements: Set two offset stakes for of each of four 4' x 3' curb inlets and one 48" junction box as per plans. Set offset stakes at 25 foot stations and end points on approximately 190± LF of stormwater pipes. Stakes shall indicate cut/fill to flow lines and inlet tops.

10. Miscellaneous Staking: Provide 6 crew hours of construction staking on additional items as requested.

11. Other Staking: All items will be staked ONE TIME, including mileage and supervision. This Scope of Services does not include any re-staking. Re-staking or any other items not covered in this Scope of Services that are requested by the Contractor or the Contractor's designated representative will be considered extra and will be billed to the Contractor at the hourly rate shown in the Fee Schedule included in this Exhibit A.

2. Highview Avenue Culvert/20th Street Ditch Improvements – Field Staking

Anderson Engineering, Inc. shall perform the following field surveying services as requested by the Contractor or the Contractor's designated representative pursuant to the conditions herein:

1. Verify/Establish Project Control: Verify horizontal & vertical control points and any other information necessary for the accurate layout of site improvements. Establish Temporary Bench Marks at no greater than 500 foot intervals, as necessary.

2. Stake Demolition: Set points to be used for the location of saw cuts for demolition. Points shall be set on 100 foot intervals.

3. Stake Curb & Gutter: Set offset stakes for construction of approximately 63± LF of concrete curb & gutter. Stakes shall indicate cut/fill to top/back of curb.

4. Stake ADA Ramp and Truncated Dome: Set offset stakes for construction of 1 ADA ramp and 1 truncated dome. Stakes shall indicate cut/fill to finish grade.

5. Stake Sidewalk: Set offset stakes for construction of concrete sidewalk approximately 36± LF. Stakes shall be set at 25 foot horizontal intervals and at bends, radius points and other curve elements as required. Stakes shall indicate cut/fill to finish grade.

6. Stake Stormwater Improvements: Set two offset stakes for each corner of one 15' x 4' precast box culvert and headwalls. Set offset stakes at 25 foot stations on approximately 1299± LF of U-Channel wall and 1072± LF of U-Channel floor. Stakes shall indicate cut/fill to flow lines and inlet tops.

7. Miscellaneous Staking: Provide 6 crew hours of construction staking on additional items as requested.

8. Other Staking: All items will be staked ONE TIME, including mileage and supervision. This Scope of Services does not include any re-staking. Re-staking or any other items not covered in this Scope of Services that are requested by the Contractor or the Contractor's designated representative will be considered extra and will be billed to the Contractor at the hourly rate shown in the Fee Schedule included in this Exhibit A.

3. 20th Street CMAP Replacement- Field Staking

Anderson Engineering, Inc. shall perform the following field surveying services as requested by the Contractor or the Contractor's designated representative pursuant to the conditions herein:

1. Verify/Establish Project Control: Verify horizontal & vertical control points and any other information necessary for the accurate layout of site improvements. Establish Temporary Bench Marks at no greater than 500 foot intervals, as necessary.

2. Stake Demolition: Set points to be used for the location of saw cuts for demolition. Points shall be set on 100 foot intervals.

3. Stake Curb & Gutter: Set offset stakes for construction of approximately 61± LF of concrete curb & gutter. Stakes shall be set at 25 foot horizontal intervals and at bends, radius points and other curve elements as required. Stakes shall indicate cut/fill to top/back of curb.

4. Stake ADA Ramp: Set offset stakes for construction of 1 ADA Ramp. Stakes shall indicate cut/fill to finish grade.

5. Stake Sidewalk: Set offset stakes for construction of concrete sidewalk approximately 70± LF. Stakes shall be set at 25 foot horizontal intervals and at bends, radius points and other curve elements as required. shall indicate cut/fill to finish grade.

6. Stake Stormwater Improvements: Set two offset stakes for 4' x 8' curb inlet, headwall, and ends of pipes. Set offset stakes at 25 foot stations on approximately 1530± LF of stormwater pipes.

7. Miscellaneous Staking: Provide 4 crew hours of construction staking on additional items as requested.

8. Other Staking: All items will be staked ONE TIME, including mileage and supervision. This Scope of Services does not include any re-staking. Re-staking or any other items not covered in this Scope of Services that are requested by the Contractor or the Contractor's designated representative will be considered extra and will be billed to the Contractor at the hourly rate shown in the Fee Schedule included in this Exhibit A.

4. Delaware Avenue, 15th Street to 20th Street – Field Staking

Anderson Engineering, Inc. shall perform the following field surveying services as requested by the Contractor or the Contractor's designated representative pursuant to the conditions herein:

1. Verify/Establish Project Control: Verify horizontal & vertical control points and any other information necessary for the accurate layout of site improvements. Establish Temporary Bench Marks at no greater than 500 foot intervals, as necessary.

2. Center Line Grade: Stake center line and offsets for relocation of Murphy Boulevard and existing pavement. Grade elevations are to be marked on 50 foot stations for the length of the project.

3. Stake Demolition: Set points to be used for the location of saw cuts for demolition. Points shall be set on 100 foot intervals.

4. Stake Temporary Easements and Right-of-Way: Set points to be used for the location of temporary easements and permanent right-of-way. Stakes shall be set at 50 foot horizontal intervals and at bends, radius points and other curve elements as required.

5. Stake Curb & Gutter: Set offset stakes for construction of approximately 3650± LF of concrete curb & gutter. Stakes shall be set at 25 foot horizontal intervals and at bends, radius points and other curve elements as required. Stakes shall indicate cut/fill to top/back of curb.

6. Stake Paved Drive Approaches: Set offset stakes for construction of 14 driveway approaches. Stakes shall indicate cut/fill to finish grade.

7. Stake Sidewalk: Set offset stakes for construction of concrete sidewalk along east side of Delaware Avenue for approximately 1850± LF and along the north side of 15th Street approximately 800± LF as per plans. Stakes shall be set at 25 foot horizontal interval and at bends, radius points and other curve elements as required. Stakes shall indicate cut/fill to finish grade.

8. Stake ADA Ramps: Set offset stakes for construction of 2 ADA Ramps. Stakes shall indicate cut/fill to finish grade.

9. Stake Stormwater Improvements: Set two offset stakes for of each of six 4' x 4' curb inlets, one 4' x 6' curb inlet, two 4' x 8' curb inlets, and one 8' x 8' curb inlet. Set two offset stakes for one 4' x 4' junction box and one 5' x 6' junction box as per plans. Set offset stakes at 25 foot stations and end points on approximately 1500± LF of stormwater pipes. Stakes shall indicate cut/fill to flow lines and inlet tops.

10. Miscellaneous Staking: Provide 8 crew hours of construction staking on additional items as requested.

11. Other Staking: All items will be staked ONE TIME, including mileage and supervision. This Scope of Services does not include any re-staking. Re-staking or any other items not covered in this Scope of Services that are requested by the Contractor or the Contractor's designated representative will be considered extra and will be billed to the Contractor at the hourly rate shown in the Fee Schedule included in this Exhibit A.

5. Highview Avenue, 15th Street to 22nd Street – Field Staking

Anderson Engineering, Inc. shall perform the following field surveying services as requested by the Contractor or the Contractor's designated representative pursuant to the conditions herein:

1. Verify/Establish Project Control: Verify horizontal & vertical control points and any other information necessary for the accurate layout of site improvements. Establish Temporary Bench Marks at no greater than 500 foot intervals, as necessary.

2. Center Line Grade: Stake center line and offsets for relocation of Murphy Boulevard and existing pavement. Grade elevations are to be marked on 50 foot stations for the length of the project.

3. Stake Demolition: Set points to be used for the location of saw cuts for demolition. Points shall be set on 100 foot intervals.

4. Stake Temporary Easement and Right-of-Way: Set points to be used for the location of temporary construction easements and permanent right-of-way. Stakes shall be set at 50 foot horizontal intervals and at bends, radius points and other curve elements as required.

5. Stake Curb & Gutter: Set offset stakes for construction of approximately 4800± LF of concrete curb & gutter. Stakes shall be set at 25 foot horizontal intervals and at bends, radius points and other curve elements as required. Stakes shall indicate cut/fill to top/back of curb.

6. Stake Paved Drive Approaches: Set offset stakes for construction of 17 driveway approaches. Stakes shall indicate cut/fill to finish grade.

7. Stake Sidewalk: Set offset stakes for construction of concrete sidewalk along west side of Highview Avenue for approximately 2400± LF as per plans. Stakes shall be set at 25 foot horizontal interval and at bends, radius points and other curve elements as required. Stakes shall indicate cut/fill to finish grade.

8. Stake ADA Ramps and Truncated Domes: Set offset stakes for construction of 10 ADA ramps and 10 truncated domes. Stakes shall indicate cut/fill to finish grade.

9. Miscellaneous Staking: Provide 4 crew hours of construction staking on additional items as requested.

10. Other Staking: All items will be staked ONE TIME, including mileage and supervision. This Scope of Services does not include any re-staking. Re-staking or any other items not covered in this Scope of Services that are requested by the Contractor or the Contractor's designated representative will be considered extra and will be billed to the Contractor at the hourly rate shown in the Fee Schedule included in this Exhibit A.

6. Texas Avenue and Arizona Avenue from 20th Street to 22nd Street – Field Staking

Anderson Engineering, Inc. shall perform the following field surveying services as requested by the Contractor or the Contractor's designated representative pursuant to the conditions herein:

1. Verify/Establish Project Control: Verify horizontal & vertical control points and any other information necessary for the accurate layout of site improvements. Establish Temporary Bench Marks at no greater than 500 foot intervals, as necessary.

2. Center Line Grade: Check existing pavement elevations against the plan finished grade elevations on 50 foot stations for the length of the project prior to the Contractor starting construction.

3. Stake Demolition: Set points to be used for the location of saw cuts for demolition. Points shall be set on 100 foot intervals.

4. Stake Temporary Easements and Right-of-Way: Set points to be used for the location of temporary construction easements and permanent right-of-way. Stakes shall be set at 50 foot horizontal intervals and at bends, radius points and other curve elements as required.

5. Stake Curb & Gutter: Set offset stakes for construction of approximately 600± LF of concrete curb & gutter. Stakes shall be set at 25 foot horizontal intervals and at bends, radius points and other curve elements as required. Stakes shall indicate cut/fill to top/back of curb.

6. Stake Paved Concrete Drive Approaches: Set offset stakes for construction of 30 driveway approaches. Stakes shall indicate cut/fill to finish grade.

7. Stake Sidewalk: Set offset stakes for construction of 1200± LF concrete sidewalk along east side of Texas Avenue and west side of Arizona Avenue as per plans. Stakes shall be set at 25 foot horizontal interval and at bends, radius points and other curve elements as required. Stakes shall indicate cut/fill to finish grade.

8. Stake ADA Ramps and Truncated Domes: Set offset stakes for construction of 3 ADA ramps and 3 truncated domes. Stakes shall indicate cut/fill to finish grade.

9. Stake Stormwater Improvements: Set two offset stakes for of each of eight 4' x 4' curb inlets, one 5' x 8' curb inlet, four 4' x 5' curb inlets, and one 6' x 8' curb inlet as per plans. Set offset stakes at 25 foot stations and end points on approximately 1911± LF of stormwater pipes. Stakes shall indicate cut/fill to flow lines and inlet tops.

10. Miscellaneous Staking: Provide 6 crew hours of construction staking on additional items as requested.

11. Other Staking: All items will be staked ONE TIME, including mileage and supervision. This Scope of Services does not include any re-staking. Re-staking or any other items not covered in this Scope of Services that are requested by the Contractor or the Contractor's designated representative will be considered extra and will be billed to the Contractor at the hourly rate shown in the Fee Schedule included in this Exhibit A.

1. 22nd Street, Rangeline Road to Florida Avenue – Materials Testing

Anderson Engineering, Inc. shall perform the following materials testing services as requested by the Contractor or the Contractor's designated representative pursuant to the conditions herein:

Testing Operation

SOIL

Subgrade Evaluation - 6 Tests

Compaction testing of Subgrade Soil - 6 Tests

Compaction for Trenches - 32 Tests

Sample Pickup - 4 Tests

Nuclear Density Test for Subgrade - 9 Tests One test every 5000 square feet

Nuclear Density Test for Trenches - 60 Tests One Test every 100 feet per lift

Atterberg Limits - 2 Tests

Standard Proctor - 2 Tests

Particle Size Analysis - 2 Tests

Moisture Content - 2 Tests

BASE ROCK

Sample Pickup - 1 Tests One per 1000 tons

Compaction Testing of Base Rock - 10 Tests One test every 5000 square feet

Thickness Verification of Base Rock - 10 Tests One test every 5000 square feet

Nuclear Density Test for Base Rock - 15 Tests One test every 5000 square feet

Standard Proctor - 1 Tests

Sieve Analysis - 1 Tests One per 1000 tons

Deleterious Materials - 1 Tests One per 1000 tons

LA Abrasion - 1 Tests One per 1000 tons

Sulfate Soundess - 5 Cycle - 1 Tests One per 1000 tons

Specific Gravity - 1 Tests One per 1000 tons

Flat and Elongated Pieces - 1 Tests One per 1000 tons

Atterberg Limits - 1 Tests One per 1000 tons

ASPHALT

Asphalt Sample Collection during Placement - 30 Tests 1500 tons per day of asphalt placed per day.

Dry Material Sample Collection at Plant - 12 Tests 3 days, twice per day

Compaction Testing of Surface Course - 6 Tests

Rolling Straightedge - 4 Tests

Nuclear Density Test for Surface Course - 9 Tests Three per day (3 days)

Sieve Analysis of Coarse Aggregate - 6 Tests Twice a day (3 days)

Sieve Analysis of Fine Aggregate - 6 Tests Twice a day (3 days)

Sieve Analysis Combined Aggregate - 6 Tests Twice a day (3 days)

Extraction Gradation (MODOT Compliance) - 4 Tests Every 300 Tons (975 tons of surface)

Deleterious Materials (MODOT Compliance) - 4 Tests Every 300 Tons

Theoretical Max Density (MODOT Compliance) - 4 Tests Every 300 Tons

Flat and Elongated Pieces (MODOT Compliance) - 4 Tests Every 300 Tons

LA Abrasion (MODOT Compliance) - 4 Tests Every 300 Tons

Specific Gravity - Fine (MODOT Compliance) - 4 Tests Every 300 Tons

Specific Gravity - Coarse (MODOT Compliance) - 4 Tests Every 300 Tons

CONCRETE
Testing of Curb & Gutter - 20 Tests 1 Slump, Air, Temp, & Cyl set per 50 yards (slip form 500 ft/day and hand form 200ft/day

Testing of ADA Ramps - 8 Tests 1 Slump, Air, Temp, & Cyl set per 50 yards

Testing of Concrete Paving - 9 Tests 1 Slump, Air, Temp, & Cyl set per 100 yards

Testing of Concrete Approaches - 8 Tests 1 Slump, Air, Temp, & Cyl set per 50 yards
Testing of Sidewalks - 20 Tests 1 Slump, Air, Temp, & Cyl set per 50 yards, 200 ft of 5 ft SW per day or 100 ft of 10 ft SW per day

Testing of Miscellaneous - 6 Tests 1 Slump, Air, Temp, & Cyl set per 50 yards

Concrete Cylinder Pickup - 16.5 Tests

Cylinder Compression Test - 180 Tests 4"x8"4 per set

Cylinder Compression - Not Tested - 45 Tests 4"x8" 1 extra per set

Other Materials Testing: All items will be performed as indicated above, including mileage and supervision. This Scope of Services does not include any materials testing or any other items not covered in this Scope of Services. All other materials testing that is requested by the Contractor or the Contractor's designated representative will be considered extra and will be billed to the Contractor at the hourly rate shown in the Fee Schedule included in this Exhibit A.

2. Highview Avenue Culvert/20th Street Ditch Improvements - Materials Testing

Anderson Engineering, Inc. shall perform the following field surveying services as requested by the Contractor or the Contractor's designated representative pursuant to the conditions herein:

Testing Operation

SOIL

Subgrade Evaluation - 4 Tests

Compaction testing of Subgrade Soil - 2 Tests

Compaction Testing of Embankment - 6 Tests

Compaction for Trenches - 2 Tests

Sample Pickup - 4 Tests

Nuclear Density Test for Subgrade - 3 Tests One test every 5000 square feet

Nuclear Density Test for Embankment - 9 Tests One test every 5000 square feet per lift

Nuclear Density Test for Trenches - 3 Tests One Test every 100 feet per lift

Atterberg Limits - 2 Tests

Standard Proctor - 2 Tests

Particle Size Analysis - 2 Tests

Moisture Content - 2 Tests

BASE ROCK

Sample Pickup - 1 Tests One per 1000 tons

Compaction Testing of Base Rock - 8 Tests One test every 5000 square feet

Nuclear Density Test for Base Rock - 12 Tests One test every 5000 square feet

Standard Proctor - 1 Tests

Sieve Analysis - 1 Tests One per 1000 tons

Deleterious Materials - 1 Tests One per 1000 tons

LA Abrasion - 1 Tests One per 1000 tons

Sulfate Soundess - 5 Cycle - 1 Tests One per 1000 tons

Specific Gravity - 1 Tests One per 1000 tons

Flat and Elongated Pieces - 1 Tests One per 1000 tons

Atterberg Limits - 1 Tests One per 1000 tons

ASPHALT

Asphalt Sample Collection during Placement - 5 Tests 1500 tons per day of asphalt placed per day.

Dry Material Sample Collection at Plant - 2 Tests 1 days, twice per day

Compaction Testing of Base Course - 2 Tests

Compaction Testing of Surface Course - 2 Tests

Nuclear Density Test for Base Course - 3 Tests Three per day (.5 days)

Nuclear Density Test for Surface Course - 3 Tests Three per day (.5 days)

Sieve Analysis of Coarse Aggregate - 2 Tests Twice a day (1 days)

Sieve Analysis of Fine Aggregate - 2 Tests Twice a day (1 days)

Sieve Analysis Combined Aggregate - 2 Tests Twice a day (1 days)

Extraction Gradation (MODOT Compliance) - 2 Tests Every 300 Tons (22 tons surface & 44 tons)

Deleterious Materials (MODOT Compliance) - 2 Tests Every 300 Tons

Theoretical Max Density (MODOT Compliance) - 2 Tests Every 300 Tons

Flat and Elongated Pieces (MODOT Compliance) - 2 Tests Every 300 Tons

LA Abrasion (MODOT Compliance) - 2 Tests Every 300 Tons

Specific Gravity - Fine (MODOT Compliance) - 2 Tests Every 300 Tons

Specific Gravity - Coarse (MODOT Compliance) - 2 Tests Every 300 Tons

CONCRETE

Testing of Curb & Gutter - 2 Tests 1 Slump, Air, Temp, & Cyl set per 50 yards (slip form 500 ft/day and hand form 200ft/day

Testing of Sidewalks - 2 Tests 1 Slump, Air, Temp, & Cyl set per 50 yards, 200 ft of 5 ft SW per day or 100 ft of 10 ft SW per day

Testing of Miscellaneous (box and lined ditch) - 24 Tests 1 Slump, Air, Temp, & Cyl set per 50 yards

Concrete Cylinder Pickup - 6 Tests

Cylinder Compression Test - 72 Tests 4"x8"4 per set

Cylinder Compression - Not Tested - 18 Tests 4"x8" 1 extra per set

Other Materials Testing: All items will be performed as indicated above, including mileage and supervision. This Scope of Services does not include any materials testing or any other items not covered in this Scope of Services. All other materials testing that is requested by the Contractor or the Contractor's designated representative will be considered extra and will be billed to the Contractor at the hourly rate shown in the Fee Schedule included in this Exhibit A.

3. 20th Street CMAP Replacement - Materials Testing

Anderson Engineering, Inc. shall perform the following field surveying services as requested by the Contractor or the Contractor's designated representative pursuant to the conditions herein:

Testing Operation

SOIL

Subgrade Evaluation - 2 Tests

Compaction for Trenches - 16 Tests

Sample Pickup - 4 Tests

Nuclear Density Test for Trenches - 24 Tests One Test every 100 feet per lift

Atterberg Limits - 1 Tests

Standard Proctor - 1 Tests

Particle Size Analysis - 1 Tests

Moisture Content - 1 Tests

BASE ROCK

Sample Pickup - 1 Tests One per 1000 tons

Compaction Testing of Base Rock - 2 Tests One test every 5000 square feet

Nuclear Density Test for Base Rock - 6 Tests One test every 5000 square feet

Standard Proctor - 1 Tests

Sieve Analysis - 1 Tests One per 1000 tons

Deleterious Materials - 1 Tests One per 1000 tons

LA Abrasion - 1 Tests One per 1000 tons

Sulfate Soundess - 5 Cycle - 1 Tests One per 1000 tons

Specific Gravity - 1 Tests One per 1000 tons

Flat and Elongated Pieces - 1 Tests One per 1000 tons

Atterberg Limits - 1 Tests One per 1000 tons

CONCRETE

Testing of Curb & Gutter - 2 Tests 1 Slump, Air, Temp, & Cyl set per 50 yards (slip form 500 ft/day and hand form 200ft/day

Testing of Concrete Paving - 3 Tests 1 Slump, Air, Temp, & Cyl set per 100 yards

Testing of Sidewalks - 2 Tests 1 Slump, Air, Temp, & Cyl set per 50 yards, 200 ft of 5 ft SW per day or 100 ft of 10 ft SW per day

Testing of Miscellaneous (box and lined ditch) - 2 Tests 1 Slump, Air, Temp, & Cyl set per 50 yards

Concrete Cylinder Pickup - 1.5 Tests

Cylinder Compression Test - 20 Tests 4"x8"4 per set

Cylinder Compression - Not Tested - 5 Tests 4"x8" 1 extra per set

Other Materials Testing: All items will be performed as indicated above, including mileage and supervision. This Scope of Services does not include any materials testing or any other items not covered in this Scope of Services. All other materials testing that is requested by the Contractor or the Contractor's designated representative will be considered extra and will be billed to the Contractor at the hourly rate shown in the Fee Schedule included in this Exhibit A.

4. Delaware Avenue, 15th Street to 20th Street - Materials Testing

Anderson Engineering, Inc. shall perform the following field surveying services as requested by the Contractor or the Contractor's designated representative pursuant to the conditions herein:

Testing Operation

SOIL

Subgrade Evaluation - 6 Tests

Compaction testing of Subgrade Soil - 6 Tests

Compaction Testing of Embankment - 4 Tests

Compaction for Trenches - 16 Tests

Sample Pickup - 6 Tests

Nuclear Density Test for Subgrade - 9 Tests One test every 5000 square feet

Nuclear Density Test for Embankment - 6 Tests One test every 5000 square feet per lift

Nuclear Density Test for Trenches - 30 Tests One Test every 100 feet per lift

Atterberg Limits - 3 Tests

Standard Proctor - 3 Tests

Particle Size Analysis - 3 Tests

Moisture Content - 3 Tests

BASE ROCK

Sample Pickup - 1 Tests One per 1000 tons

Compaction Testing of Base Rock - 6 Tests One test every 5000 square feet

Thickness Verification of Base Rock - 6 Tests One test every 5000 square feet

Nuclear Density Test for Base Rock - 12 Tests One test every 5000 square feet

Standard Proctor - 1 Tests

Sieve Analysis - 1 Tests One per 1000 tons

Deleterious Materials - 1 Tests One per 1000 tons

LA Abrasion - 1 Tests One per 1000 tons

Sulfate Soundess - 5 Cycle - 1 Tests One per 1000 tons

Specific Gravity - 1 Tests One per 1000 tons

Flat and Elongated Pieces - 1 Tests One per 1000 tons

Atterberg Limits - 1 Tests One per 1000 tons

ASPHALT

Asphalt Sample Collection during Placement - 10 Tests 1500 tons per day of asphalt placed per day.

Dry Material Sample Collection at Plant - 2 Tests 1 day, twice per day

Compaction Testing of Surface Course - 2 Tests

Rolling Straightedge - 4 Tests

Rolling Straightedge Assistance - 4 Tests

Nuclear Density Test for Surface Course - 3 Tests Three per day (1 days)

Sieve Analysis of Coarse Aggregate - 2 Tests Twice a day (1 days)

Sieve Analysis of Fine Aggregate - 2 Tests Twice a day (1 days)

Sieve Analysis Combined Aggregate - 2 Tests Twice a day (1 days)

Extraction Gradation (MODOT Compliance) - 3 Tests Every 300 Tons (617 tons of surface)

Deleterious Materials (MODOT Compliance) - 3 Tests Every 300 Tons

Theoretical Max Density (MODOT Compliance) - 3 Tests Every 300 Tons

Flat and Elongated Pieces (MODOT Compliance) - 3 Tests Every 300 Tons

LA Abrasion (MODOT Compliance) - 3 Tests Every 300 Tons

Specific Gravity - Fine (MODOT Compliance) - 3 Tests Every 300 Tons

Specific Gravity - Coarse (MODOT Compliance) - 3 Tests Every 300 Tons

CONCRETE

Testing of Curb & Gutter - 4 Tests 1 Slump, Air, Temp, & Cyl set per 50 yards (slip form 500 ft/day and hand form 200ft/day

Testing of ADA Ramps - 4 Tests 1 Slump, Air, Temp, & Cyl set per 50 yards

Testing of Concrete Approaches - 8 Tests 1 Slump, Air, Temp, & Cyl set per 50 yards

Testing of Sidewalks - 24 Tests 1 Slump, Air, Temp, & Cyl set per 50 yards, 200 ft of 5 ft SW per day or 100 ft of 10 ft SW per day

Testing of Miscellaneous - 6 Tests 1 Slump, Air, Temp, & Cyl set per 50 yards

Concrete Cylinder Pickup - 10.5 Tests

Cylinder Compression Test - 120 Tests 4"x8"4 per set

Cylinder Compression - Not Tested - 30 Tests 4"x8" 1 extra per set

Other Materials Testing: All items will be performed as indicated above, including mileage and supervision. This Scope of Services does not include any materials testing or any other items not covered in this Scope of Services. All other materials testing that is requested by the Contractor or the Contractor's designated representative will be considered extra and will be billed to the Contractor at the hourly rate shown in the Fee Schedule included in this Exhibit A.

5. Highview Avenue, 15th Street to 20th Street - Materials Testing

Anderson Engineering, Inc. shall perform the following field surveying services as requested by the Contractor or the Contractor's designated representative pursuant to the conditions herein:

Testing Operation

SOIL

Subgrade Evaluation - 8 Tests

Compaction testing of Subgrade Soil - 8 Tests

Compaction for Trenches - 32 Tests

Sample Pickup - 4 Tests

Nuclear Density Test for Subgrade - 12 Tests One test every 5000 square feet

Nuclear Density Test for Trenches - 60 Tests One Test every 100 feet per lift

Atterberg Limits - 2 Tests

Standard Proctor - 2 Tests

Particle Size Analysis - 2 Tests

Moisture Content - 2 Tests

BASE ROCK

Sample Pickup - 1 Tests One per 1000 tons

Compaction Testing of Base Rock - 12 Tests One test every 5000 square feet

Thickness Verification of Base Rock - 12 Tests One test every 5000 square feet

Nuclear Density Test for Base Rock - 15 Tests One test every 5000 square feet

Standard Proctor - 1 Tests

Sieve Analysis - 1 Tests One per 1000 tons

Deleterious Materials - 1 Tests One per 1000 tons

LA Abrasion - 1 Tests One per 1000 tons

Sulfate Soundess - 5 Cycle - 1 Tests One per 1000 tons

Specific Gravity - 1 Tests One per 1000 tons

Flat and Elongated Pieces - 1 Tests One per 1000 tons

Atterberg Limits - 1 Tests One per 1000 tons

ASPHALT

Asphalt Sample Collection during Placement - 20 Tests 1500 tons per day of asphalt placed per day.

Dry Material Sample Collection at Plant - 8 Tests 2 days, twice per day

Compaction Testing of Surface Course - 6 Tests

Rolling Straightedge - 4 Tests

Rolling Straightedge Assistance - 4 Tests

Nuclear Density Test for Surface Course - 6 Tests Three per day (2 days)

Sieve Analysis of Coarse Aggregate - 4 Tests Twice a day (2 days)

Sieve Analysis of Fine Aggregate - 4 Tests Twice a day (2 days)

Sieve Analysis Combined Aggregate - 4 Tests Twice a day (2 days)

Extraction Gradation (MODOT Compliance) - 3 Tests Every 300 Tons (840 tons of surface)

Deleterious Materials (MODOT Compliance) - 3 Tests Every 300 Tons

Theoretical Max Density (MODOT Compliance) - 3 Tests Every 300 Tons

Flat and Elongated Pieces (MODOT Compliance) - 3 Tests Every 300 Tons

LA Abrasion (MODOT Compliance) - 3 Tests Every 300 Tons

Specific Gravity - Fine (MODOT Compliance) - 3 Tests Every 300 Tons

Specific Gravity - Coarse (MODOT Compliance) - 3 Tests Every 300 Tons

CONCRETE
Testing of Curb & Gutter - 20 Tests 1 Slump, Air, Temp, & Cyl set per 50 yards (slip form 500 ft/day and hand form 200ft/day

Testing of ADA Ramps - 6 Tests 1 Slump, Air, Temp, & Cyl set per 50 yards

Testing of Concrete Paving - 9 Tests 1 Slump, Air, Temp, & Cyl set per 100 yards

Testing of Concrete Approaches - 6 Tests 1 Slump, Air, Temp, & Cyl set per 50 yards
Testing of Sidewalks - 18 Tests 1 Slump, Air, Temp, & Cyl set per 50 yards, 200 ft of 5 ft SW per day or 100 ft of 10 ft SW per day

Testing of Miscellaneous - 6 Tests 1 Slump, Air, Temp, & Cyl set per 50 yards

Concrete Cylinder Pickup - 15 Tests

Cylinder Compression Test - 164 Tests 4"x8"4 per set

Cylinder Compression - Not Tested - 41 Tests 4"x8" 1 extra per set

Other Materials Testing: All items will be performed as indicated above, including mileage and supervision. This Scope of Services does not include any materials testing or any other items not covered in this Scope of Services. All other materials testing that is requested by the Contractor or the Contractor's designated representative will be considered extra and will be billed to the Contractor at the hourly rate shown in the Fee Schedule included in this Exhibit A.

6. Highview Avenue, 10th Street to 22nd Street - Materials Testing

Anderson Engineering, Inc. shall perform the following field surveying services as requested by the Contractor or the Contractor's designated representative pursuant to the conditions herein:

Testing Operation

SOIL

Subgrade Evaluation - 4 Tests

Compaction testing of Subgrade Soil - 4 Tests

Compaction for Trenches - 20 Tests

Sample Pickup - 4 Tests

Nuclear Density Test for Subgrade - 6 Tests One test every 5000 square feet

Nuclear Density Test for Trenches - 60 Tests One Test every 100 feet per lift

Atterberg Limits - 2 Tests

Standard Proctor - 2 Tests

Particle Size Analysis - 2 Tests

Moisture Content - 2 Tests

BASE ROCK

Sample Pickup - 1 Tests One per 1000 tons

Compaction Testing of Base Rock - 8 Tests One test every 5000 square feet

Thickness Verification of Base Rock - 8 Tests One test every 5000 square feet

Nuclear Density Test for Base Rock - 20 Tests One test every 5000 square feet

Standard Proctor - 1 Tests

Sieve Analysis - 1 Tests One per 1000 tons

Deleterious Materials - 1 Tests One per 1000 tons

LA Abrasion - 1 Tests One per 1000 tons

Sulfate Soundess - 5 Cycle - 1 Tests One per 1000 tons

Specific Gravity - 1 Tests One per 1000 tons

Flat and Elongated Pieces - 1 Tests One per 1000 tons

Atterberg Limits - 1 Tests One per 1000 tons

ASPHALT

Asphalt Sample Collection during Placement - 20 Tests 1500 tons per day of asphalt placed per day.

Dry Material Sample Collection at Plant - 4 Tests 1 day, twice per day

Compaction Testing of Surface Course - 2 Tests

Rolling Straightedge - 4 Tests

Rolling Straightedge Assistance - 4 Tests

Nuclear Density Test for Surface Course - 3 Tests Three per day (1 days)

Sieve Analysis of Coarse Aggregate - 2 Tests Twice a day (1 days)

Sieve Analysis of Fine Aggregate - 2 Tests Twice a day (1 days)

Sieve Analysis Combined Aggregate - 2 Tests Twice a day (1 days)

Extraction Gradation (MODOT Compliance) - 2 Tests Every 300 Tons (490 tons of surface)

Deleterious Materials (MODOT Compliance) - 2 Tests Every 300 Tons

Theoretical Max Density (MODOT Compliance) - 2 Tests Every 300 Tons

Flat and Elongated Pieces (MODOT Compliance) - 2 Tests Every 300 Tons

LA Abrasion (MODOT Compliance) - 2 Tests Every 300 Tons

Specific Gravity - Fine (MODOT Compliance) - 2 Tests Every 300 Tons

Specific Gravity - Coarse (MODOT Compliance) - 2 Tests Every 300 Tons

CONCRETE
Testing of Curb & Gutter - 10 Tests 1 Slump, Air, Temp, & Cyl set per 50 yards (slip form 500 ft/day and hand form 200ft/day

Testing of ADA Ramps - 4 Tests 1 Slump, Air, Temp, & Cyl set per 50 yards

Testing of Concrete Approaches - 10 Tests 1 Slump, Air, Temp, & Cyl set per 50 yards
Testing of Sidewalks - 10 Tests 1 Slump, Air, Temp, & Cyl set per 50 yards, 200 ft of 5 ft SW per day or 100 ft of 10 ft SW per day

Testing of Miscellaneous - 4 Tests 1 Slump, Air, Temp, & Cyl set per 50 yards

Concrete Cylinder Pickup - 7.5 Tests

Cylinder Compression Test - 96 Tests 4"x8"4 per set

Cylinder Compression - Not Tested - 24 Tests 4"x8" 1 extra per set

Other Materials Testing: All items will be performed as indicated above, including mileage and supervision. This Scope of Services does not include any materials testing or any other items not covered in this Scope of Services. All other materials testing that is requested by the Contractor or the Contractor's designated representative will be considered extra and will be billed to the Contractor at the hourly rate shown in the Fee Schedule included in this Exhibit A.

7. Texas Street and Arizona Avenue, 20th Street to 22nd Street - Materials Testing

Anderson Engineering, Inc. shall perform the following field surveying services as requested by the Contractor or the Contractor's designated representative pursuant to the conditions herein:

Testing Operation

SOIL

Subgrade Evaluation - 10 Tests

Compaction testing of Subgrade Soil - 8 Tests

Compaction for Trenches - 40 Tests

Sample Pickup - 6 Tests

Nuclear Density Test for Subgrade - 12 Tests One test every 5000 square feet

Nuclear Density Test for Trenches - 135 Tests One Test every 100 feet per lift

Atterberg Limits - 3 Tests

Standard Proctor - 3 Tests

Particle Size Analysis - 3 Tests

Moisture Content - 3 Tests

BASE ROCK

Sample Pickup - 1 Tests One per 1000 tons

Compaction Testing of Base Rock - 12 Tests One test every 5000 square feet

Thickness Verification of Base Rock - 12 Tests One test every 5000 square feet

Nuclear Density Test for Base Rock - 30 Tests One test every 5000 square feet

Standard Proctor - 1 Tests

Sieve Analysis - 1 Tests One per 1000 tons

Deleterious Materials - 1 Tests One per 1000 tons

LA Abrasion - 1 Tests One per 1000 tons

Sulfate Soundess - 5 Cycle - 1 Tests One per 1000 tons

Specific Gravity - 1 Tests One per 1000 tons

Flat and Elongated Pieces - 1 Tests One per 1000 tons

Atterberg Limits - 1 Tests One per 1000 tons

ASPHALT

Asphalt Sample Collection during Placement - 20 Tests 1500 tons per day of asphalt placed per day.

Dry Material Sample Collection at Plant - 8 Tests 2 days, twice per day

Compaction Testing of Surface Course - 2 Tests

Rolling Straightedge - 4 Tests

Rolling Straightedge Assistance - 4 Tests

Nuclear Density Test for Surface Course - 6 Tests Three per day (2 days)

Sieve Analysis of Coarse Aggregate - 4 Tests Twice a day (2 days)

Sieve Analysis of Fine Aggregate - 4 Tests Twice a day (2 days)

Sieve Analysis Combined Aggregate - 4 Tests Twice a day (2 days)

Extraction Gradation (MODOT Compliance) - 3 Tests Every 300 Tons (650 tons of surface)

Deleterious Materials (MODOT Compliance) - 3 Tests Every 300 Tons

Theoretical Max Density (MODOT Compliance) - 3 Tests Every 300 Tons

Flat and Elongated Pieces (MODOT Compliance) - 3 Tests Every 300 Tons

LA Abrasion (MODOT Compliance) - 3 Tests Every 300 Tons

Specific Gravity - Fine (MODOT Compliance) - 3 Tests Every 300 Tons

Specific Gravity - Coarse (MODOT Compliance) - 3 Tests Every 300 Tons

CONCRETE
Testing of Curb & Gutter - 20 Tests 1 Slump, Air, Temp, & Cyl set per 50 yards (slip form 500 ft/day and hand form 200ft/day

Testing of ADA Ramps - 8 Tests 1 Slump, Air, Temp, & Cyl set per 50 yards

Testing of Concrete Approaches - 14 Tests 1 Slump, Air, Temp, & Cyl set per 50 yards
Testing of Sidewalks - 20 Tests 1 Slump, Air, Temp, & Cyl set per 50 yards, 200 ft of 5 ft SW per day or 100 ft of 10 ft SW per day

Testing of Miscellaneous - 6 Tests 1 Slump, Air, Temp, & Cyl set per 50 yards

Concrete Cylinder Pickup - 15 Tests

Cylinder Compression Test - 176 Tests 4"x8"4 per set

Cylinder Compression - Not Tested - 44 Tests 4"x8" 1 extra per set

Other Materials Testing: All items will be performed as indicated above, including mileage and supervision. This Scope of Services does not include any materials testing or any other items not covered in this Scope of Services. All other materials testing that is requested by the Contractor or the Contractor's designated representative will be considered extra and will be billed to the Contractor at the hourly rate shown in the Fee Schedule included in this Exhibit A.

Summary of Fees

FEE SCHEDULE – SURVEYING
CITY OF JOPLIN – CDBG DR PROJECTS

THIS SCHEDULE IS PREPARED AS A METHOD OF CHARGING FOR SERVICES ON A UNIT AND HOURLY BASIS. THE RATES ARE BASED UPON THE SKILL AND KNOWLEDGE OF OUR PERSONNEL. INVOICES WILL BE SUBMITTED MONTHLY AND/OR UPON COMPLETION OF SERVICES. PAYMENT IS DUE ON RECEIPT OF THE INVOICE. ACCOUNTS OVER FORTY-FIVE DAYS ARE SUBJECT TO 1 1/2% PER MONTH SERVICE CHARGE. SERVICES WILL BE PERFORMED IN ACCORDANCE WITH ACCEPTED STANDARD METHODS UTILIZING PROPERLY TRAINED, REGISTERED, LICENSED, OR CERTIFIED PERSONNEL AS REQUIRED. HOWEVER, WE CANNOT ASSUME RESPONSIBILITY FOR CONSTRUCTION METHODS, MATERIALS, PROCEDURES, PRODUCTS, OR ACTIONS OF OTHERS.

ANDERSON ENGINEERING, INC., BY: _____ EFFECTIVE: 10/01/2015 thru 12/31/2016

NEIL S. BRADY, P.E., PRESIDENT

BASIC CHARGES

PERSONNEL (HOURLY RATES):

PRINCIPAL	$162.00
SURVEY MANAGER	$141.00
PROJECT SURVEYOR	$104.00
ASSOCIATE SURVEYOR	$93.00
TECHNICIAN III – CADD TECHNICIAN/PARTY CHIEF	$73.00
TECHNICIAN II - CADD TECHNICIAN/FIELD TECHNICIAN	$61.00
TECHNICIAN I - CADD TECHNICIAN/FIELD TECHNICIAN	$44.00
ONE MAN SURVEY CREW	$105.00
TWO MAN SURVEY CREW	$134.00
THREE MAN SURVEY CREW	$178.00
FOUR MAN SURVEY CREW	$222.00
GIS SPECIALIST	$103.00
DESIGNER III	$92.00
DESIGNER II	$84.00
DESIGNER	$76.00
CLERICAL	$45.00

EXPENSES & EQUIPMENT CHARGES:

VEHICLE (3/4 TON OR LESS)	CURRENT IRS STANDARD MILEAGE RATE
VEHICLE (SUBURBAN & 1 TON+)	CURRENT IRS STANDARD MILEAGE RATE
LASER SCANNING EQUIPMENT	$800.00/DAY
GPS EQUIPMENT	$270.00/DAY
ROBOTIC TOTAL STATION	$250.00/DAY
DRONE	$250.00/DAY
PRINTING PLANS	$0.50/SQ. FT

REIMBURSABLES: (AT COST) TRAVEL EXPENSES (INCLUDING MEALS AND LODGING), OUTSIDE PRINTING, CONSUMABLE MATERIALS AND SUBCONTRACTOR EXPENSES.

OVERTIME (OVER 8 HOURS PER DAY, 40 HOURS PER WEEK, SATURDAYS, SUNDAYS, AND HOLIDAYS): 1.5 TIMES THE HOURLY RATE.

HOURLY RATES: APPLY TO MEETING AND TRAVEL TIME FOR ALL PERSONNEL CATEGORIES.

DEPOSITION OR COURT TESTIMONY: 1.5 TIMES THE HOURLY RATE.

FEE SCHEDULE - MATERIALS TESTING
CITY OF JOPLIN – CDBG DR PROJECTS

THIS SCHEDULE IS PREPARED AS A METHOD OF CHARGING FOR SERVICES ON A UNIT AND HOURLY BASIS. THE RATES ARE BASED UPON THE SKILL AND KNOWLEDGE OF OUR PERSONNEL. INVOICES WILL BE SUBMITTED MONTHLY AND/OR UPON COMPLETION OF SERVICES. PAYMENT IS DUE ON RECEIPT OF THE INVOICE. ACCOUNTS OVER FORTY FIVE DAYS ARE SUBJECT TO 1 1/2% PER MONTH SERVICE CHARGE. SERVICES WILL BE PERFORMED IN ACCORDANCE WITH ACCEPTED STANDARD METHODS UTILIZING PROPERLY TRAINED, REGISTERED, LICENSED, OR CERTIFIED PERSONNEL AS REQUIRED. HOWEVER, WE CANNOT ASSUME RESPONSIBILITY FOR CONSTRUCTION METHODS, MATERIALS, PROCEDURES, PRODUCTS, SAMPLING OR ACTIONS OF OTHERS.

ANDERSON ENGINEERING, INC., BY: _____ EFFECTIVE: 10/01/2015 thru 12/31/2016

NEIL S. BRADY, P.E., PRESIDENT

BASIC CHARGES

PERSONNEL (HOURLY RATES):

PRINCIPAL	$162.00
PROJECT MANAGER	$149.00
PROJECT ENGINEER	$133.00
ASSOCIATE ENGINEER	$112.00
DESIGN ENGINEER	$90.00
GEOLOGIST	$90.00
TECHNICIAN IV - SPECIALIST/LAB MANAGER	$89.00
TECHNICIAN III - SENIOR LAB/FIELD TECHNICIAN	$73.00
TECHNICIAN II - LAB/FIELD TECHNICIAN	$52.50
TECHNICIAN I - TECHNICIAN AIDE	$44.00
STRUCTURAL STEEL/AWS CERTIFIED WELD INSPECTOR	$68.00
ASNT TC-1A ULTRASONIC, MAG PARTICLE & DYE TESTING - LEVEL II	$84.00
DESIGNER III	$92.00
DESIGNER II	$84.00
DESIGNER	$76.00
CLERICAL	$45.00

EXPENSES & EQUIPMENT CHARGES:

VEHICLE (3/4 TON OR LESS)	CURRENT IRS STANDARD MILEAGE RATE
VEHICLE (SUBURBAN & 1 TON+)	CURRENT IRS STANDARD MILEAGE RATE
WATER TRUCK	$75.00/DAY + $0.68/MILE
COPIES	$0.10/EACH
PRINTING PLANS	$0.50/SQ. FT + TECHNICIAN TIME

REIMBURSABLES: (AT COST) TRAVEL EXPENSES (INCLUDING MEALS AND LODGING), OUTSIDE PRINTING. CONSUMABLE MATERIALS AND SUBCONTRACTOR EXPENSES.

MINIMUM CHARGE: THERE IS A MINIMUM CHARGE OF 2 HOURS OF TECHNICIAN TIME PER JOB SITE VISIT, EXCEPT FOR CONCRETE CYLINDER AND SAMPLE PICKUP.

OVERTIME (OVER 8 HOURS PER DAY OR SATURDAYS, SUNDAYS, AND HOLIDAY WORK): 1.5 TIMES THE HOURLY RATE.

HOURLY RATES: APPLY TO MEETING AND TRAVEL TIME, INCLUDING CONCRETE CYLINDER PICKUP AND FIELD TESTING, FOR ALL PERSONNEL CATEGORIES.

DEPOSITION OR COURT TESTIMONY: 1.5 TIMES THE HOURLY RATE.

FIELD TESTING AND INPSECTION CHARGES

FIELD DENSITY (COMPACTION TEST)	$ 8.00/EA.
CONE PENETROMETER	$ 15.00/EA.
FLOOR FLATNESS EQUIPMENT	$250.00/EA.
DYNAMIC CONE PENETROMETER	$25.00/EA.
CORING EQUIPMENT CHARGES	$100.00/DAY

LABORATORY TEST CHARGES

AGGREGATES (ASTM)	UNIT CHARGE
L.A. ABRASION, SMALL AGG. (C131)	$ 127.00
L.A. ABRASION, LARGE AGG. (C535)	$ 155.00
SULFATE SOUNDNESS TEST (C88):	
5-CYCLE	$ 223.00
10-CYCLE	$ 297.00
20-CYCLE	$ 419.00
SIEVE ANALYSIS, DRY AGG (C136)	$ 53.00
SIEVE ANALYSIS (C117)	$ 64.00
SIEVE ANALYSIS (C117, C136)	$ 79.00
SPECIFIC GRAVITY, FINE AGG (C128)	$ 58.00
SPECIFIC GRAVITY, COARSE AGG (C127)	$ 58.00
LIGHTWEIGHT PIECES IN AGG (C123)	$ 90.00
ORGANIC IMPURITIES (C40)	$ 53.00
FLAT & ELONGATED PIECES (D4791)	$ 79.00
DELETERIOUS MATLS (MODOT TM71)	$ 69.00
CLAY LUMPS & FRIABLE PARTICLES (C142)	$ 85.00
DRY RODDED UNIT WEIGHT (C29)	$ 38.00

MASONRY TESTS (ASTM)	
COMPRESSIVE STRENGTH, 4" BLOCK	$ 26.50
COMPRESSIVE STRENGTH, 6" BLOCK	$ 32.00
COMPRESSIVE STRENGTH, 8" BLOCK	$ 44.50
COMPRESSIVE STRENGTH, 12" BLOCK	$ 74.00
COMPRESSIVE STRENGTH, MORTAR	
MORTAR/GROUT CUBE	$ 13.00
GROUT PRISM	$ 13.00
MORTAR CYLINDER (2" X 4")	$ 13.00
ABSORPTION, MASONRY BLOCK	$ 42.50
LINEAR SHRINKAGE (SET OF 3)	$ 318.00

BITUMINOUS TESTING	
ASPHALT CONTENT	$ 95.50
ASPHALT CONTENT & AGG. GRADATION	$ 159.00
SEIVE ANALYSIS EXTRACTION	$ 79.00
MARSHALL TEST, FIELD – 3 PUCKS	$ 79.00
MARSHALL TEST, LAB – 3 PUCKS	$ 117.00
RETAINED STABILITY	$ 180.00
ASPHALT CORE DENSITY, EACH	$ 26.50
THEORETICAL MAX. DENSITY	$ 127.00

CONCRETE/ROCK CORE	
CORE TRIM & TEST	$ 44.00
THICKNESS (AASHTO T148 /ASTM C174)	$ 25.00

SOIL TESTS (ASTM)	UNIT CHARGE
ATTERBERG LIMITS (D4318)	$ 58.00
SWELL TEST, 1/16 TSF (D4546)	$ 155.00
SWELL PRESSURE (D4546)	$ 292.00
SHRINKAGE LIMIT (D4943)	$ 58.00
MOISTURE CONTENT (C2216)	$ 6.00
SIEVE + HYDROMETER	$ 143.00
HYDROMETER ONLY (D422)	$ 79.00
USCS CLASSIFICATION	$ 27.50
PERCENT PASSING #200	$ 42.50
SPECIFIC GRAVITY (D854)	$ 74.00
UNCONFINED COMPRESSION	$ 51.00
UNCONFINED/TRIAXIAL, REMOLDED	$ 79.00
TRIAXIAL TEST, PP, CU w/PP	$ 309.00
ORGANIC MATTER (D2974-C)	$ 53.00
PENETROMETER	$ 4.50
SAMPLE PREP, PER HOUR	$ 51.00
SHELBY TUBE DENSITY	$ 32.00
RESISTIVITY	$ 159.00
PERMEABILITY, FALLING HEAD	$ 381.00
PERMEABILITY, FLEXIBLE WALL	$ 360.00
PERMEABILITY, CONSOLIDATION TEST	$ 159.00
CONSOLIDATION TEST, TO 8 TSF	$ 403.00
CONSOLIDATION TEST, LOAD INC. > 8 TSF, EA.	$ 53.00
CALIFORNIA BEARING RATIO, LAB, PER POINT	$ 106.00
pH	$ 53.00

LABORATORY COMPACTION TESTS	
MOISTURE DENSITY RELATIONSHIP	
STD. PROCTOR (D698), MTH A & B	$ 153.00
STD. PROCTOR (D698), MTH C	$ 180.00
STD. PROCTOR (D698), 1 POINT	$ 54.50
MOD. PROCTOR (D1557), MTH A & B	$ 186.00
MOD. PROCTOR (D1557), MTH C	$ 251.00
MOD. PROCTOR (D1557), 1 POINT	$ 60.00
RELATIVE DENSITY	$ 382.00

CONCRETE TESTING	
4" X 8" OR 6" X 12" TEST MOLD	$ 2.00
6" X 12" CYLINDER, TESTED & MOLD	$ 15.00
6" X 12" CYLINDER, EXTRA & MOLD	$ 11.00
4" X 8" CYLINDER, TESTED & MOLD	$ 11.00
4" X 8" CYLINDER, EXTRA & MOLD	$ 7.00

SAW CONCRETE CYLINDER	$	26.00
BEAM FLEXURAL STRENGTH	$	37.00
CONCRETE BEAM, NOT TESTED	$	21.00

COUNCIL BILL NO. 2016 – 380 ORDINANCE NO.

AN ORDINANCE approving the contract by and between the City of Joplin and Jordan Disposal for the demolition of the structure(s) and clearing of lot area located at 1111 W. 12TH ST. in the City of Joplin, Missouri, for the amount of Two Thousand Two Hundred Ninety-nine and 00/100 Dollars (2,299.00); 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 Jordan Disposal in the amount of Two Thousand Two Hundred Ninety-Nine 00/100 Dollars ($2,299.00) is hereby approved for the demolition of the structure(s) and clearing of lot area located at 1111 W. 12TH ST.

Section 2. The contractor will be paid in cash for the portion of the work performed by him, and this amount will be appropriated from the Revolving Public Improvement Fund, and will be evidenced by a special tax bill made and levied against 1111 W. 12TH ST. and legally described as:

CARTERS 1ST W. ½ LOT 307

Section 3: That the City of Joplin declares that this ordinance an emergency pursuant to Section 2.12 (1) of the Home Rule Charter in that it is an ordinance for the immediate preservation of the public peace, property, health, safety or morals. Specifically, this ordinance approves the award of 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 herby declares that this ordinance shall be in full force and effect from after its passage.

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

_____, 2016, by a _____ vote.

_____ATTEST:
Michael L. Seibert – Mayor

_____
Barbara Hogelin – City Clerk

APPROVED AS TO FORM
:_____
Peter C. Edwards, City Attorney

CLOSING DATE:	4-Nov-2016	DEPT:	Public Works
STARTING TIME	10:00 AM		
CLOSING TIME:	10:20 AM	BID OPENED BY:	Jeff Oliver, Kim Newhouse
Demolition		LOCATION:	1111 W.12th St.

COMPANY	BIDS
B & D Yardbuilders	$2,323.00
Big John's	$3,910.00
Jodan Disposal	$2,299.00
Nelson's Enterprises	NO BID
Wheelers Excavating	NO BID

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date November 21, 2016

Item: COUNCIL BILL NO. 2016-380
Originating Department: BUILDING REGULATIONS

Attachments: 1) Council Bill No. 2016- 380
2) Photograph of Property
3) Bid Tabulation

Building Regulations: Brian Wicklund	Date:
Planning and Community Development Manager: Troy Bolander	Date:
Finance Department: Leslie Haase	Date:
City Attorney: Peter C. Edwards	Date:
City Manager: Samuel L. Anselm	Date:

Recommended Action: Approval of Contract with Jordan Disposal to remove the structures and any remaining debris including foundation and footings located at 1111 W. 12th St.

Summary: The above listed address was "tagged" as a dangerous building on September 28, 2016. The structure was determined to be dangerous under sub sections of the Dangerous Building Code (Section 26-612, Joplin City Code). On October 21, 2016. An advertisement for bids was published in the Joplin Globe with bids being received on November 4, 2016. At that time bids were received as follows:

Big Johns	$ 3,910.00
B & D Yard builders	$ 2,323.00
Jordan Disposal	$ 2,299.00

A Special Tax Bill will be issued after the demolition is completed. The Special Tax Bill acts as a lien against the property until it is paid, with the owner having five years to pay off the assessment. The bill also is a personal debt of the owner.

Recommendation: City Staff recommends that the demolition contract be awarded to Jordan Disposal for the amount of $ 2,299.00 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.


COUNCIL BILL 2016-380
1111 W. 12TH ST.







COUNCIL BILL NO. 2016 – 381 ORDINANCE NO.

AN ORDINANCE approving the contract by and between the City of Joplin and Jordan Disposal for the demolition of the structure(s) and clearing of lot area located at 2311 W. 3RD ST. in the City of Joplin, Missouri, for the amount of Two Thousand Six Hundred Forty-nine and 00/100 Dollars (2,649.00); 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 Jordan Disposal in the amount of Two Thousand Six Hundred Forty-Nine 00/100 Dollars ($2,649.00) is hereby approved for the demolition of the structure(s) and clearing of lot area located at 2311 W. 3RD ST.

Section 2. The contractor will be paid in cash for the portion of the work performed by him, and this amount will be appropriated from the Revolving Public Improvement Fund, and will be evidenced by a special tax bill made and levied against 2311 W. 3RD ST. and legally described as:

ALL OF THAT PART OF LOT NUMBERED FORTY-FOUR (44) IN FOURTH STREET ADDITION. TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: BEGININNG AT A POINT 10 FEET EAST OF THE SOUTHWEST CORNER OF SAID LOT FORTY-FOUR (44) ANDRUNNUNG THENCE EAST 60 FEET, THENCE NORTH TO SOUTH RIGHT OF WAY OF MISSOURI, KANSAS, AND TEXAS RAILROAD, THENCE NORTHWESTERLY ALONG SAID RIGHT OF WAY TO A POINT IMMEDIATELY NORTH OF THE POINT OF BEGINNING, THENCE SOUTH TO POINT OF BEGINNING ACCORDING TO THE RECORDED PLAT THEROF.

Section 3: That the City of Joplin declares that this ordinance an emergency pursuant to Section 2.12 (1) of the Home Rule Charter in that it is an ordinance for the immediate preservation of the public peace, property, health, safety or morals. Specifically, this ordinance approves the award of 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 herby declares that this ordinance shall be in full force and effect from after its passage.

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

_____, 2016, by a _____ vote.

_____ATTEST:
Michael L. Seibert – Mayor

_____
Barbara Hogelin – City Clerk

APPROVED AS TO FORM
:_____
Peter C. Edwards, City Attorney

CLOSING DATE:	4-Nov-2016	DEPT:	Public Works
STARTING TIME	10:00 AM		
CLOSING TIME:	10:20 AM	BID OPENED BY:	Jeff Oliver, Kim Newhouse
Demolition		LOCATION:	2311 W. 3rd St.

COMPANY	BIDS
B & D Yardbuilders	$3,900.00
Big John's	$4,250.00
Jodan Disposal	$2,649.00
Nelson's Enterprises	NO BID
Wheelers Excavating	NO BID

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date November 21, 2016

Item: COUNCIL BILL NO. 2016-381
Originating Department: BUILDING REGULATIONS

Attachments: 1) Council Bill No. 2016- 381
2) Photograph of Property
3) Bid Tabulation

Building Regulations: Brian Wicklund
Planning and Community Development Manager: Troy Bolander
Finance Department: Leslie Haase
City Attorney: Peter C. Edwards
City Manager: Samuel L. Anselm

Recommended Action: Approval of Contract with Jordan Disposal to remove the structures and any remaining debris including foundation and footings located at 2311 W. 3RD ST.

Summary: The above listed address was "tagged" as a dangerous building on January 29, 2016. The structure was determined to be dangerous under sub sections of the Dangerous Building Code (Section 26-612, Joplin City Code). On October 21, 2016. An advertisement for bids was published in the Joplin Globe with bids being received on November 4, 2016. At that time bids were received as follows:

Big Johns	$ 4,250.00
B & D Yard builders	$ 3,900.00
Jordan Disposal	$ 2,649.00

A Special Tax Bill will be issued after the demolition is completed. The Special Tax Bill acts as a lien against the property until it is paid, with the owner having five years to pay off the assessment. The bill also is a personal debt of the owner.

Recommendation: City Staff recommends that the demolition contract be awarded to Jordan Disposal for the amount of $ 2,649.00 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.


COUNCIL BILL 2016-381
2311 W. 3RD ST.







City of Joplin City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: NOVEMBER 21, 2016

ITEM: COUNCIL BILL NO. 2016-459

ORIGINATING DEPARTMENT: HEALTH DEPARTMENT
ATTACHMENT: MATERNAL CHILD HEALTH SERVICES PROGRAM SERVICES CONTRACT ; COUNCIL BILL

Health Director: Dan Pekarek
Finance Director: Leslie Haase
City Attorney: Peter Edwards
City Manager: Sam Anselm

INTRODUCTION:

This Council Bill approves a Program Services Contract between the Missouri Department of Health and Senior Services (DHSS) and the Joplin City Health Department (City) to provide maternal child health services.

DISCUSSION:

This contract is for third year funding of a three-year agreement for an outcome-based contracting method that targets appropriations to issues of local concern that impact maternal and child health. Local health status indicators are examined and problem areas are prioritized for development of strategies to improve health. The primary focus area for this three year program cycle is preventing and reducing obesity among children, adolescents and women. Funding also assists in providing the childhood immunization program.

The City will be working with other members of the local Community Health Collaborative to address these issues, primarily through activities associated with the local Livesmart initiative. Goals of the initiative are to increase the percentage of local residents receiving the recommended daily levels of exercise and fruit/vegetable intake.

The contract term is for a period of October 1, 2016 through September 30, 2017 and the third year funding is $32,875.62. No city matching funds are required and funds for this contract are budgeted.

RECOMMENDATION:

City Staff recommends this Council Bill be approved on an emergency basis.

COUNCIL BILL NO. 2016-459 ORDINANCE NO.

AN ORDINANCE approving a Program Services Contract by and between the State of Missouri, Department of Health and Senior Services, and the City of Joplin, Missouri, for a term commencing October 1, 2016 and running through September 30, 2017, for the amount of up to Thirty Two Thousand, Eight Hundred Seventy-Five Dollars and Sixty Two Cents ($32,875.62), to enable the Health Department to provide maternal and child health services to residents of Joplin, 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, dealing generally with the provision by the Health Department, of contract services for maternal child health services to residents of Joplin, a true and accurate copy of the same being attached hereto and incorporated herein, 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 Agreement 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 the health enhancement activities for residents of the city and has a time limitation for approval and return to the state health department.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this 21st day of November, 2016, by a vote of

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

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:**	
40660	MATERNAL CHILD HEALTH SERVICES	
Contract Start:	**Contract End:**	**Questions/Please Contact:**
10/1/2014	9/30/2017	PROCUREMENT UNIT @ (573)751-6471
Contract #:		**Amend #:**
AOC15380125		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 AOC15380125

Contract Title: Maternal Child Health Services

Contract Period: October 1, 2016 through September 30, 2017

1. The Department of Health and Senior Services hereby exercises its option to renew the above referenced contract for the period of October 1, 2016 through September 30, 2017.

2. Delete the Scope of Work, including any Attachments and Exhibits, and the Terms and Conditions in their entirety and replace with the revised Scope of Work, including any Attachments and Exhibits, and the Terms and Conditions, which is attached hereto and incorporated by reference as if fully set forth herein.

Maternal Child Health Services
Joplin City Health Department

1. GENERAL

1.1 The contract amount shall not exceed $32,875.62 for the period of October 1, 2016 through September 30, 2017.

1.2 The Department has determined this contract is subrecipient in nature as defined in 2 CFR § 200.330. 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 This project is/was supported by the Health Resources and Services Administration (HRSA) of the U.S. Department of Health and Human Services (HHS) under the grant number, title, and amount listed in the Contract Funding Source(s) enclosure provided with this contract and zero percentage is/was financed with nongovernmental sources. This information or content and conclusions are those of the author and should not be construed as the official position or policy of, nor should any endorsements be inferred by HRSA, HHS or the U.S. Government.

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

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

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

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

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

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

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

1.5 The contracting local public health agency (LPHA) will hereinafter be referred to as Contractor or LPHA Contractor.

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

Program Name:	Maternal Child Health Services
Program Contact:	Martha Smith
Address:	920 Wildwood Dr, Jefferson City, MO 65102
Phone:	573-522-2731
Email:	Martha.Smith@health.mo.gov

2. ELIGIBILITY AND PROPOSAL

2.1 Any LPHA is eligible to participate in the Maternal Child Health (MCH) Services Contract after completion and approval of a proposal hereinafter referred to as the proposed work plan.

2.2 No proposed work plan may cover an area smaller than a county in size with the exception of Joplin, Independence, Springfield, Kansas City, and St. Louis City.

2.3 Joint submission of a proposed work plan is allowable for this contract. Refer to the Glossary for the MCH Services Contract for a definition on joint submission of a proposed work plan used within the scope of work and guidance for the contract. The glossary is posted on the Center for Local Public Health Services web page at http://clphs.health.mo.gov/lphs/lphainfo.php and is incorporated by reference as if fully set forth herein.

2.4 The proposed work plan must include the following requirements:

2.4.1 The proposed work plan shall be completed in accordance with the Proposal Guidance for the MCH Services Contract. The guidance is posted on the Center for Local Public Health Services web page at http://clphs.health.mo.gov/lphs/lphainfo.php and is incorporated by reference as if fully set forth herein. The proposed work plan shall be for the three-year period of October 1, 2014 through September 30, 2017.

2.4.2 The proposed work plan shall be based on the priority health issue selected by the LPHA, shall utilize the Spectrum of Prevention Model, and shall show progressive growth toward an improved coordinated system and be based on interventions that are evidence-based, field-tested, or validated by expert opinion.

2.4.3 The work plan component shall be submitted to the MCH Services Program for approval on the program provided template. The template for the MCH Services Contract Work Plan, is available on the Center for Local Public Health Services web page at http://clphs.health.mo.gov/lphs/lphainfo.php and is incorporated by reference as if fully set forth herein. The proposed work plan shall be submitted electronically via e-mail attachment to the assigned MCH Services Program District Nurse Consultant (DNC).

2.4.4 The MCH Services Program DNC will review, provide technical assistance on the content, approve the proposed work plan, and forward to the MCH Services Program Manager and Health Program Representative.

2.4.5 Contracts will be awarded following proposed work plan approval by the MCH Services Program. The Department reserves the right to clarify or verify any component of the proposed three-year work plan.

3. PURPOSE

3.1 To support a leadership role for local public health agencies within coalitions and partnerships at the local level to build MCH systems and expand the resources those systems can use to respond to priority health issues.

4. DEFINITIONS

4.1 Refer to the Glossary for the Maternal Child Health (MCH) Services Contract as reference for clarification of terminology used within the scope of work for the contract. The glossary is posted on the Center for Local Public Health Services web page at http://clphs.health.mo.gov/lphs/lphainfo.php and is incorporated by reference as if fully set forth herein.

5. DELIVERABLES AND OUTCOMES

5.1 The Contractor shall address **one** of the following priority health issues derived from the state's Maternal and Child Health Title V Block Grant priorities. The Contractor's Selected Priority Health Issue is identified in the MCH Services Contract Work Plan hereinafter referred to as the approved work plan, attached hereto as Attachment C and incorporated by reference as if fully set forth herein.

5.1.1 Prevent and reduce obesity among children, adolescents, and women.

5.1.2 Prevent and reduce tobacco use and secondhand smoke exposure among infants, children, adolescents, and women.

5.1.3 Prevent and reduce intentional and/or unintentional injuries among infants, children, adolescents, and women.

5.1.4 Prevent and reduce adverse birth outcomes.

5.2 The Contractor shall work with the local community to maintain, develop, and enhance a system to address the priority health issue identified in the approved work plan.

5.3 The Contractor should address risk and protective factors that influence health disparities within families and communities through the Life Course Perspective.

5.4 The Contractor shall demonstrate progressive yearly growth toward the third-year system outcomes specified in the approved work plan.

5.5 The Contractor shall meet the system outcomes by the end of the third contract period.

6. REPORTS

6.1 The Contractor shall submit reports using the forms and/or formats specified by the Department. Reports shall be submitted to the MCH Services DNC via e-mail attachment.

6.1.1 The Contractor shall complete and submit the Progress Report no later than February 15th of each contract period. The Progress Report is located on the Center for Local Public Health Services web page at http://clphs.health.mo.gov/lphs/lphainfo.php and is incorporated by reference as if fully set forth herein. The Progress Report shall include the following:

a. Progress toward the system outcomes set forth in the approved work plan.

b. Summary of activities demonstrating progress toward system outcomes.

6.1.2 The Contractor shall complete and submit the Year-End Report no later than October 31st in the first and second contract periods. The Year-End Report is located on the Center for Local Public Health Services web page at http://clphs.health.mo.gov/lphs/lphainfo.php and is incorporated by reference as if fully set forth herein. The Year-End Report shall include the following:

a. Progress toward the system outcomes set forth in the approved work plan.

b. Summary of activities demonstrating progress toward system outcomes.

c. Description of challenges/barriers in completing activities.

d. Annual financial report on use of contract funding to address the selected priority health issue and, as applicable, the use of contract funding to address other maternal and child health issues.

e. Compliance with the contract funding and general contract provisions.

f. Local match funding amounts on health activities for the maternal and child health population, or an entry to indicate decision not to report.

g. Tangible personal property documenting any equipment purchased with MCH contract funding, defined as any single item that has a useful life of more than one year and has a purchase price that exceeds $5,000.

6.1.3 The Contractor shall complete and submit the Contract Outcome Report at the end of the third contract period. The Contract Outcome Report is located on the Center for Local Public Health Services web page at http://clphs.health.mo.gov/lphs/lphainfo.php and is incorporated by reference as if fully set forth herein. The Contract Outcome Report shall include the following:

a. System outcomes set forth in the approved work plan have been met or not met.

b. For any outcome marked "NOT MET" explanation of the barriers or extenuating circumstances that prevented the outcome from being met.

c. Summary of activities demonstrating progress toward system outcomes.

d. Describe challenges and/or barriers for each activity not completed.

e. Description of what has changed in the community as a result of efforts addressing the selected priority health issue.

f. Annual financial report on use of contract funding to address the selected priority health issue and, as applicable, the use of contract funding to address other maternal and child health issues.

g. Compliance with the contract funding and general contract provisions.

h. Local match funding amounts on health activities for the maternal and child health population, or an entry to indicate decision not to report.

i. Tangible personal property documenting any equipment purchased with MCH contract funding, defined as any single item that has a useful life of more than one year and has a purchase price that exceeds $5,000.

6.2 The Contractor shall submit a Subrecipient Annual Financial Report (Attachment D, 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.

6.3 The Department reserves the right to make changes on any Department supplied contract reporting forms and formats without the need for a contract amendment. The Department will notify the Contractor of all reporting form changes and provide the Contractor with the new forms.

7. BUDGET AND ALLOWABLE COSTS

7.1 The Department will reimburse the Contractor for an amount not to exceed the total contract amount for only the allowable costs in the following budget categories: Personnel Services, Fringe Benefits, Travel, Supplies, Equipment, Rental and Leases, Other, and Indirect Costs.

7.2 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.

7.3 Indirect costs

7.3.1 Indirect costs are those associated with the management and oversight of any organization's activities and are a result of all activities of the contractor. Indirect costs may include such things as utilities, rent, administrative salaries, financial staff salaries, and building maintenance.

7.3.2 The Contractor shall not bill the Department for indirect costs that exceed 10% of the modified total direct costs as defined in 2 CFR § 200.68.

a. Modified Total Direct Cost Method (MTDC) means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and subawards and subcontracts up to the first $25,000 of each subaward or subcontract (regardless of the period of performance of the subawards and subcontracts 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 and subcontract 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.

7.3.3 It is the Contractor's responsibility to correctly apply the indirect rate to the applicable direct costs claimed on each invoice.

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

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

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

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

7.6 The Contractor shall follow competitive procurement practices.

7.7 Funding Provisions

7.7.1 Funding for this contract is provided by federal grant dollars from the Maternal and Child Health Services Title V Block Grant issued to the State of Missouri from the United States (U.S.) Health Resources and Services Administration (HRSA) and the U.S. Department of Health and Human Services (HHS).

7.7.2 Funding for this contract is awarded annually for a one-year funding period only. The two subsequent contract periods will be based on the availability of funds by the Maternal and Child Health Services Title V Block Grant. Funding for the subsequent contract periods will be awarded via a contract renewal and will be restricted to that funding period only.

7.7.3 Funding for this contract shall be expended during the applicable contract period.

7.7.4 Funding for this contract shall be used to expand or enhance activities that improve the health of the maternal and child health population, and to address local maternal and child health issues.

7.7.5 Funding for this contract shall not be used for cash payments to intended recipients of maternal and child health services or for purchase of land, buildings, or major medical equipment.

7.7.6 Funding for this contract shall not be expended for the purpose of performing, assisting, or encouraging abortion, and none of these funds shall be expended to directly, or indirectly, subsidize abortion services.

7.7.7 Funding for this contract shall not be expended for the purpose of providing comprehensive family planning services.

7.7.8 A minimum of 30% of the Contractor's efforts should be directed toward children with special health care needs pursuant to Maternal and Child Health Services Title V Block Grant requirements.

7.7.9 Individuals with income falling below one hundred percent (100%) of the federal poverty guidelines shall not be charged for services under this contract. Poverty Guidelines are published annually by the U.S. HHS.

7.7.10 The Contractor agrees that funds provided by the Department shall not be used in any manner to replace or supplant state or federal funds for any service included in this

contract. No contract provisions preclude the Contractor from being a Medicaid provider. Contractors shall not use contract funding for services reimbursed under Medicaid. For payments under this contract, the Department shall be viewed as the payer of last resort.

8. INVOICING AND PAYMENT

8.1 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.

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

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

8.2 The Contractor shall invoice the Department using the Vendor Request for Payment form and the Invoicing Tool for Calculating Indirect Form, which are located at http://clphs.health.mo.gov/lphs/lphainfo.php. Uniquely identifiable invoice numbers are required to distinguish from a previously submitted invoice.

8.2.1 The Contractor shall indicate the invoice number for each invoice submitted to the Department for payment in the following format: MCHmmyy. For example, an invoice submitted to the Department for the month of October 2016 should have the following invoice number: MCH1016.

8.2.2 The Contractor shall submit the Vendor Request for Payment Form as follows:

Via email to:

mchservicesProgram@health.mo.gov

OR by mail to:

Missouri Department of Health and Senior Services
Division of Community and Public Health
Center for Local Public Health Services
MCH Services Program
P.O. Box 570
Jefferson City, MO 65102-0570

OR by fax to:
573-751-5350

8.2.3 The Contractor shall submit the Invoicing Tool for Calculating Indirect as follows:

Via email to:
mchservicesProgram@health.mo.gov

8.3 The Contractor shall submit Vendor Request for Payment Form and the Invoicing Tool for Calculating Indirect monthly. The Vendor Request for Payment Form and the Invoicing Tool for Calculating Indirect shall be due by the fifteenth (15th) 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.

8.4 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.

8.5 The Contractor shall submit the final invoice within fifteen (15) calendar days after the contract ending date. The Department shall have no obligation to pay any invoice submitted after the due date.

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

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

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

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

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

Missouri Department of Health and Senior Services
Division of Administration, Fee Receipts

P.O. Box 570
920 Wildwood Drive
Jefferson City, Missouri 65102-0570

8.10 If the Department used a federal grant to pay the Contractor, the Catalog of Federal Domestic Assistance (CFDA) number assigned to the grant and the dollar amount paid from the grant is available on the State of Missouri Vendor Services Portal under the Vendor Payment section at https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx. The CFDA name is available at https://www.cfda.gov/?s=program&mode=list&tab=list.

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

9. AMENDMENTS

9.1 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.

9.2 The Contractor's selected priority health issue shall remain unchanged during the duration of the work plan.

9.3 The Contractor may request to amend work plan activities and/or system outcome(s). The proposed amendment request is to be submitted via e-mail to the Contractor's assigned MCH Services DNC, available on the Center for Local Public Health Services web page at http://clphs.health.mo.gov/lphs/lphainfo.php.

9.4 The Contractor shall submit proposed work plan amendment requests prior to March 31st of each contract period.

9.5 The Contractor's proposed amendment request shall include the following:

9.5.1 An amendment request letter including the reason(s) for the proposed change(s) and an effective date for this change to begin. This request shall be submitted on dated agency letterhead, and include an original or legal electronic signature of authorization.

9.5.2 An attached revised work plan using the template for the Maternal Child Health Services Contract Work Plan. The template is available on the Center for Local Public Health Services web page at http://clphs.health.mo.gov/lphs/lphainfo.php and is incorporated by reference as if fully set forth herein. The Revision Date section on the template shall be completed.

9.6 The MCH Services Program will review, provide technical assistance and consultation, and request any clarification or changes to the proposed amendment request.

9.7 The Contractor's amendment request may be approved, modified, or rejected by the Department.

9.8 The Department reserves the right to clarify, amend, modify, or verify any component of the contract at any time within the contract period.

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.

10.3 The Department reserves the right to monitor the Contractor through on-site visits during the contract period at a minimum of once a year to ensure contractual compliance. The focus of the on-site visit is consultation and technical assistance to assist the Contractor in acquiring the resources and expertise necessary to address the selected priority health issue.

10.3.1 The on-site visit will include:

a. Monitoring the Contractor's compliance with terms of the contract,

b. Verifying the Contractor's progress toward meeting the system outcomes in the approved work plan, and

c. Assessing local capacity to support the MCH Ten Essential Services

10.3.2 The Department reserves the right to conduct desk monitoring of the contract through reviews on required reporting submitted during the contract period to ensure contractual compliance.

10.4 The Contractor will be evaluated on the extent of progress toward system outcomes.

10.5 The Department reserves the right to request corrective action if satisfactory effort is not being made each year toward progress on the approved work plan. The Contractor will receive written notification of such corrective action plan requests.

10.6 The Department reserves the right to request an audit performed in accordance with generally accepted auditing standards at the expense of the Contractor at any time contract monitoring reveals such an audit is warranted.

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 § 200.82. 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 comply with provisions of Attachment E, which is attached hereto and is incorporated by reference as if fully set forth herein, in regards to the Health Insurance Portability and Accountability Act of 1996, as amended.

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 The Contractor shall include the below language when issuing statements, press releases, requests for proposals, bid solicitations, and other Health Resources and Services Administration (HRSA) supported publications and forums describing projects

or programs funded in whole or in part with HRSA funding, including websites. Examples of HRSA-supported publications include, but are not limited to manuals, toolkits, resource guides, case studies and issues briefs.

14.2.1 This project is/was supported by the Health Resources and Services Administration (HRSA) of the U.S. Department of Health and Human Services (HHS) under grant number and title for grant amount (*specify grant number, title, subaward amount and percentage financed with nongovernmental sources*). This information or content and conclusions are those of the author and should not be construed as the official position or policy of, nor should any endorsements be inferred by HRSA, HHS or the U.S. Government.

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 is incorporated by reference as if fully set forth herein. The applicable portions of Exhibit 1 must be submitted prior to an award of a contract.

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. TERMINATION

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

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

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

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

16.1.4 By request of the Contractor.

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

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

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

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

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.

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.

CERTIFICATIONS AND SPECIAL PROVISIONS

The Contractor is required to report any conviction of employees 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.

CERTIFICATIONS AND SPECIAL PROVISIONS

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 (42 U.S.C. 12101 *et seq.*) which prohibit discrimination on the basis of disabilities;

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.

CERTIFICATIONS AND SPECIAL PROVISIONS

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 § 200.330. 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 http://health.mo.gov/contractorresources/nga 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 six months of notification by the Department to return such funds.

SUBRECIPIENT SPECIAL CONDITIONS

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 § 200.338 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

SUBRECIPIENT SPECIAL CONDITIONS

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. 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.

Maternal Child Health Services Contract

City of Joplin Health Department, Joplin, Missouri

Administrator: Dan Pekarek

Cynthia L. Burnham, 417-623-6122, ext. 254

cburnham@joplinmo.org

April 15, 2014

Accepted and Approved: May 29, 2014

Melissa Egan RN, BSN

LPHA Contractor: City of Joplin Health Department

Selected Priority Health Issue: Prevent and reduce obesity among children, adolescents, and women.

Statement of the Problem: One out of four residents in Jasper/Newton County participate in no leisure time activity, compared to one out of three statewide. 91% of residents ate fruits and vegetables less than five times per day. In part because of these unhealthy behaviors, almost two thirds of adult Missourians are overweight or obese. "Failing to maintain a healthy weight can have serious health consequences that impact pregnancy outcomes, early childhood development, and the prevalence of acute and chronic conditions that compromise the quality and length of life". (http://health.mo.gov/living/healthcondiseases/obesity/index.php). Over the last 34 years, childhood obesity rates have more than tripled nationally. Being overweight or obese is a contributing factor in many chronic diseases including diabetes, heart disease, and hypertension. In fact, the American Medical Association now considers obesity to be a medical diagnosis. A healthy weight, active lifestyle, and a balanced diet can directly impact and lower many risk factors related to chronic diseases. The Joplin City Health Department is an active member of the Community Health Collaborative LiveSmart project. The LiveSmart Project goals are to improve chronic disease rates impacted by unhealthy behaviors in the two county area including Joplin. The initiative seeks to improve diet of area residents by encouraging them to Eat Right (5 fruits and vegetables daily) and Move More (exercise a minimum of 30 minutes a day, 5 times a week). The program involves a community-wide concept that incorporates school, work and church based events.

Source: County Level Study 2007-2011 Comparison - Health & Preventive Practices
http://health.mo.gov/data/mica/County_Level_Study_12/headera.php?cnty=929&profile_type=5&chkBox=C.

Goal(s):

1. Improve physical activity environment to increase opportunities for exercise.
2. Improve food and beverage environment to increase availability of healthy lifestyle choices.
3. Improve the messaging environment to promote a healthy lifestyle.

Strategies:

1. Increase access to outdoor and other recreational facilities.
2. Improve access to healthier choices in food venues.
3. Improve community messaging to promote healthy food consumption.

Instructions: Develop a three-year work plan for actions in each level of the Spectrum of Prevention for each contract period year that progress toward the planned System Outcomes, giving consideration to the Life Course Framework and issues in Risk and Protective Factors (see MCH Services Contract Proposal Guidance).

Spectrum of Prevention	Activities	System Outcomes by Sept. 30, 2017
Influence Policy and Legislation *Develop strategies to change laws and policies to influence outcomes in health, education, and justice*	**FFY 2015:** Advocate for policies to allow breastfeeding in public venues.	Joplin community leaders will have current information on best practices to promote and implement policy to support access to public breastfeeding, recreation facilities, and healthy food options within Joplin as evidenced by meeting minutes, log of materials dispersed.
	FFY 2016: Advocate for policies that promote multi-modal transportation (walking, bicycling, etc.) in the community to increase healthy behaviors.	
	FFY 2017: Promote food policy councils as a way to improve food environment at state and local levels.	
Change Organizational Practices *Adopt regulations and norms to improve health and safety and creating new models*	**FFY 2015:** The City of Joplin Health Department will assist the Joplin Area Food Network (JFAN) in completing a community food equity assessment.	We will increase awareness of food equity, food access, and local resources as evidenced by JFAN meeting minutes.
	FFY 2016: The City of Joplin Health Department will assist JFAN in evaluating public and organizational policies that impact food access.	
	FFY 2017: The City of Joplin Health Department will assist JFAN in developing a resource guide for those wanting to start community gardens and/or Farmer's Markets.	

Foster Coalitions and Networks *Bring together groups and individuals for broader goals and greater impact*	**FFY 2015:** Will work to expand participation in the Joplin, Jasper, and Newton Counties Community Health Collaborative by inviting additional groups, coalitions, agencies or individuals with shared interests or knowledge in healthy behavior priority areas.	There will be an increase in participation of the Community Health Collaborative group and the Joplin Food Access Network as evidenced by meeting sign-in sheets and website log-ins.
	FFY 2016: Support and promote the local JFAN to help improve food access and equity for local residents.	
	FFY 2017: The City of Joplin will continue to engage individual citizens, professionals, and community-based organizations to focus on the health, nutrition, and physical activity levels of children in the county through the LiveSmart website.	
Educate Providers *Inform influential organizations and leaders to transmit skills and knowledge to others*	**FFY 2015:** The Joplin City Health Department will assist in developing a PowerPoint presentation promoting the LiveSmart message to "Eat Right and Move More" to be used by Coalition members.	Increase the use of educational materials by early childhood programs with parents and children as evidenced by materials and presentation records.
	FFY 2016: Advocate and promote the LiveSmart message within the City of Joplin Parent's as Teachers programs in order to reach the preschool population.	
	FFY 2017: Advocate and promote the LiveSmart message to Head Start programs within the City of Joplin.	
Promote Community Education *Reach groups of people with information and resources to promote health and safety*	**FFY 2015:** The City of Joplin Health Department will assist in developing a PowerPoint presentation regarding the Community Assessment and how it can be utilized as a tool by community leaders to effect changes and promote healthy lifestyles.	Increase media messages and educational materials for promoting the LiveSmart message and healthy lifestyles efforts as evidenced by PowerPoint presentation and media campaign log.
	FFY 2016: The City of Joplin Health Department will participate in a TV campaign at Missouri Southern State University to promote the LiveSmart message.	
	FFY 2017: The LiveSmart website will be updated frequently with current event news regarding community health status.	
Strengthen Individual Knowledge and Skills	**FFY 2015:** The City of Joplin Health Department will assist the city WIC program in advocating and promoting breastfeeding by participating in the Breastfeeding Coalition and disseminating a resource directory of local lactation support services available to new mothers. Will also post resource directory on the LiveSmart website.	Utilization of the LiveSmart website will increase as evidenced by the number of hits to the website.

Enhance an individual's capability for health and safety	**FFY 2016**: The City of Joplin Health Department will participate in local booster events that will provide education and promotion of healthy lifestyles in the community.	
	FFY 2017: The LiveSmart website will be updated frequently by The City of Joplin Health Department with current information regarding individual health including local activity options and healthy recipes.	

Revision Date:

(to be completed only for an amendment)

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:

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 (12-14)

1. Business Associate Provisions

1.1 Health Insurance Portability and Accountability Act of 1996, as amended - The state agency and the contractor are both subject to and must comply with provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH) (PL-111-5) (collectively, and hereinafter, HIPAA) and all regulations promulgated pursuant to authority granted therein. The contractor constitutes a "Business Associate" of the state agency. Therefore, the term, "contractor" as used in this section shall mean "Business Associate."

1.1.1 The contractor agrees that for purposes of the Business Associate Provisions contained herein, terms used but not otherwise defined shall have the same meaning as those terms defined in 45 CFR Parts 160 and 164 and 42 U.S.C. §§ 17921 *et. seq.* including, but not limited to the following:

a. "Access", "administrative safeguards", "confidentiality", "covered entity", "data aggregation", "designated record set", "disclosure", "hybrid entity", "information system", "physical safeguards", "required by law", "technical safeguards", "use" and "workforce" shall have the same meanings as defined in 45 CFR 160.103, 164.103, 164.304, and 164.501 and HIPAA.

b. "Breach" shall mean the unauthorized acquisition, access, use, or disclosure of Protected Health Information which compromises the security or privacy of such information, except as provided in 42 U.S.C. § 17921. This definition shall not apply to the term "breach of contract" as used within the contract.

c. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean the contractor.

d. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean the state agency.

e. "Electronic Protected Health Information" shall mean information that comes within paragraphs (1)(i) or (1)(ii) of the definition of Protected Health Information as specified below.

f. "Enforcement Rule" shall mean the HIPAA Administrative Simplification: Enforcement; Final Rule at 45 CFR Parts 160 and 164.

g. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

h. "Individual" shall have the same meaning as the term "individual" in 45 CFR 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502 (g).

i. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.

j. "Protected Health Information" as defined in 45 CFR 160.103, shall mean individually identifiable health information:

- (i) Except as provided in paragraph (b) of this definition, that is: (i) Transmitted by electronic media; or (ii) Maintained in electronic media; or (iii) Transmitted or maintained in any other form or medium.

- (ii) Protected Health Information excludes individually identifiable health information in (i) Education records covered by the Family Educational Rights and Privacy Act, as amended, 20 U.S.C. 1232g; (ii) Records described at 20 U.S.C. 1232g(a)(4)(B)(iv); and (iii) Employment records held by a covered entity (state agency) in its role as employer.

k. "Security Incident" shall be defined as set forth in the "Obligations of the Contractor" section of the Business Associate Provisions.

l. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C.

m. "Unsecured Protected Health Information" shall mean Protected Health Information that is not secured through the use of a technology or methodology determined in accordance with 42 U.S.C. § 17932 or as otherwise specified by the secretary of Health and Human Services.

1.1.2 The contractor agrees and understands that wherever in this document the term Protected Health Information is used, it shall also be deemed to include Electronic Protected Health Information.

1.1.3 The contractor must appropriately safeguard Protected Health Information which the contractor receives from or creates or receives on behalf of the state agency. To provide reasonable assurance of appropriate safeguards, the contractor shall comply with the business associate provisions stated herein, as well as the provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH) (PL-111-5) and all regulations promulgated pursuant to authority granted therein.

1.1.4 The state agency and the contractor agree to amend the contract as is necessary for the parties to comply with the requirements of HIPAA and the Privacy Rule, Security Rule, Enforcement Rule, and other rules as later promulgated (hereinafter referenced as the regulations promulgated thereunder). Any ambiguity in the contract shall be interpreted to permit compliance with the HIPAA Rules.

1.2 Permitted Uses and Disclosures of Protected Health Information by the Contractor:

1.2.1 The contractor may not use or disclose Protected Health Information in any manner that would violate Subpart E of 45 CFR Part 164 if done by the state agency, except for the specific uses and disclosures in the contract.

1.2.2 The contractor may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, the state agency as specified in the contract, provided that such use or disclosure would not violate HIPAA and the regulations promulgated thereunder.

1.2.3 The contractor may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502(j)(1) and shall notify the state agency by no later than ten (10) calendar days after the contractor becomes aware of the disclosure of the Protected Health Information.

1.2.4 If required to properly perform the contract and subject to the terms of the contract, the contractor may use or disclose Protected Health Information if necessary for the proper management and administration of the contractor's business.

1.2.5 If the disclosure is required by law, the contractor may disclose Protected Health Information to carry out the legal responsibilities of the contractor.

1.2.6 If applicable, the contractor may use Protected Health Information to provide Data Aggregation services to the state agency as permitted by 45 CFR 164.504(e)(2)(i)(B).

1.2.7 The contractor may not use Protected Health Information to de-identify or re-identify the information in accordance with 45 CFR 164.514(a)-(c) without specific written permission from the state agency to do so.

1.2.8 The contractor agrees to make uses and disclosures and requests for Protected Health Information consistent with the state agency's minimum necessary policies and procedures.

1.3 Obligations and Activities of the Contractor:

1.3.1 The contractor shall not use or disclose Protected Health Information other than as permitted or required by the contract or as otherwise required by law, and shall comply with the minimum necessary disclosure requirements set forth in 45 CFR § 164.502(b).

1.3.2 The contractor shall use appropriate administrative, physical and technical safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by the contract. Such safeguards shall include, but not be limited to:

a. Workforce training on the appropriate uses and disclosures of Protected Health Information pursuant to the terms of the contract;

b. Policies and procedures implemented by the contractor to prevent inappropriate uses and disclosures of Protected Health Information by its workforce and subcontractors, if applicable;

c. Encryption of any portable device used to access or maintain Protected Health Information or use of equivalent safeguard;

d. Encryption of any transmission of electronic communication containing Protected Health Information or use of equivalent safeguard; and

e. Any other safeguards necessary to prevent the inappropriate use or disclosure of Protected Health Information.

1.3.3 With respect to Electronic Protected Health Information, the contractor shall use appropriate administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Electronic Protected Health Information that contractor creates, receives, maintains or transmits on behalf of the state agency and comply with Subpart C of 45 CFR Part 164, to prevent use or disclosure of Protected Health Information other than as provided for by the contract.

1.3.4 In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), the contractor shall require that any agent or subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of the contractor agrees to the same restrictions, conditions, and requirements that apply to the contractor with respect to such information.

1.3.5 By no later than ten (10) calendar days after receipt of a written request from the state agency, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the state agency, the contractor shall make the contractor's internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, created by, or received by the contractor on behalf of the state agency available to the state agency and/or to the Secretary of the Department of Health and Human Services or designee for purposes of determining compliance with the HIPAA Rules and the contract.

1.3.6 The contractor shall document any disclosures and information related to such disclosures of Protected Health Information as would be required for the state agency to respond to a request by an individual for an accounting of disclosures of Protected Health Information in accordance with 42 USCA §17932 and 45 CFR 164.528. By no later than five (5) calendar days of receipt of a written request from the state agency, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the state agency, the contractor shall provide an accounting of disclosures of Protected Health Information regarding an individual to the state agency. If requested by the state agency or the individual, the contractor shall provide an accounting of disclosures directly to the individual. The contractor shall maintain a record of any accounting made directly to an individual at the individual's request and shall provide such record to the state agency upon request.

1.3.7 In order to meet the requirements under 45 CFR 164.524, regarding an individual's right of access, the contractor shall, within five (5) calendar days following a state agency request, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the state agency, provide the state agency access to the Protected Health Information in an individual's designated record set. However, if requested by the state agency, the contractor shall provide access to the Protected Health Information in a designated record set directly to the individual for whom such information relates.

1.3.8 At the direction of the state agency, the contractor shall promptly make any amendment(s) to Protected Health Information in a Designated Record Set pursuant to 45 CFR 164.526.

1.3.9 The contractor shall report to the state agency's Security Officer any security incident immediately upon becoming aware of such incident and shall take immediate action to stop the continuation of any such incident. For purposes of this paragraph, security incident shall mean the attempted or successful unauthorized access, use, modification or destruction of information or interference with systems operations in an information system. This does not include trivial incidents that occur on a daily basis, such as scans, "pings," or unsuccessful attempts that do not penetrate computer networks or servers or result in interference with system operations. By no later than five (5) days after the contractor becomes aware of such incident, the contractor shall provide the state agency's Security Officer with a description of any remedial action taken to mitigate any harmful effect of such incident and a proposed written plan of action for approval that describes plans for preventing any such future security incidents.

1.3.10 The contractor shall report to the state agency's Privacy Officer any unauthorized use or disclosure of Protected Health Information not permitted or required as stated herein immediately upon becoming aware of such use or disclosure and shall take immediate action to stop the unauthorized use or disclosure. By no later than five (5) calendar days after the contractor becomes aware of any such use or disclosure, the contractor shall provide the state agency's Privacy Officer with a written description of any remedial action taken to mitigate any harmful effect of such disclosure and a proposed written plan of action for approval that describes plans for preventing any such future unauthorized uses or disclosures.

1.3.11 The contractor shall report to the state agency's Security Officer any breach immediately upon becoming aware of such incident and shall take immediate action to stop the continuation of any such incident. By no later than five (5) days after the contractor becomes aware of such incident, the contractor shall provide the state agency's Security Officer with a description of the breach, the information compromised by the breach, and any remedial action taken to mitigate any harmful effect of such incident and a proposed written plan for approval that describes plans for preventing any such future incidents.

1.3.12 The contractor's reports required in the preceding paragraphs shall include the following information regarding the security incident, improper disclosure/use, or breach, (hereinafter "incident"):

a. The name, address, and telephone number of each individual whose information was involved if such information is maintained by the contractor;

b. The electronic address of any individual who has specified a preference of contact by electronic mail;

c. A brief description of what happened, including the date(s) of the incident and the date(s) of the discovery of the incident;

d. A description of the types of Protected Health Information involved in the incident (such as full name, Social Security Number, date of birth, home address, account number, or

disability code) and whether the incident involved Unsecured Protected Health Information; and

e. The recommended steps individuals should take to protect themselves from potential harm resulting from the incident.

1.3.13 Notwithstanding any provisions of the Terms and Conditions attached hereto, in order to meet the requirements under HIPAA and the regulations promulgated thereunder, the contractor shall keep and retain adequate, accurate, and complete records of the documentation required under these provisions for a minimum of six (6) years as specified in 45 CFR Part 164.

1.3.14 Contractor shall not directly or indirectly receive remuneration in exchange for any Protected Health Information without a valid authorization.

1.3.15 If the contractor becomes aware of a pattern of activity or practice of the state agency that constitutes a material breach of contract regarding the state agency's obligations under the Business Associate Provisions of the contract, the contractor shall notify the state agency's Security Officer of the activity or practice and work with the state agency to correct the breach of contract.

1.3.16 The contractor shall indemnify the state agency from any liability resulting from any violation of the Privacy Rule or Security Rule or Breach arising from the conduct or omission of the contractor or its employee(s), agent(s) or subcontractor(s). The contractor shall reimburse the state agency for any and all actual and direct costs and/or losses, including those incurred under the civil penalties implemented by legal requirements, including but not limited to HIPAA as amended by the Health Information Technology for Economic and Clinical Health Act, and including reasonable attorney's fees, which may be imposed upon the state agency under legal requirements, including but not limited to HIPAA's Administrative Simplification Rules, arising from or in connection with the contractor's negligent or wrongful actions or inactions or violations of this Agreement.

1.4 Obligations of the State Agency:

1.4.1 The state agency shall notify the contractor of limitation(s) that may affect the contractor's use or disclosure of Protected Health Information, by providing the contractor with the state agency's notice of privacy practices in accordance with 45 CFR 164.520.

1.4.2 The state agency shall notify the contractor of any changes in, or revocation of, authorization by an Individual to use or disclose Protected Health Information.

1.4.3 The state agency shall notify the contractor of any restriction to the use or disclosure of Protected Health Information that the state agency has agreed to in accordance with 45 CFR 164.522.

1.4.4 The state agency shall not request the contractor to use or disclose Protected Health Information in any manner that would not be permissible under HIPAA and the regulations promulgated thereunder.

1.5 Expiration/Termination/Cancellation - Except as provided in the subparagraph below, upon the expiration, termination, or cancellation of the contract for any reason, the contractor shall, at the discretion of the state agency, either return to the state agency or destroy all Protected Health Information received by the contractor from the state agency, or created or received by the contractor on behalf of the state agency, and shall not retain any copies of such Protected Health Information. This provision shall also apply to Protected Health Information that is in the possession of subcontractor or agents of the contractor.

1.5.1 In the event the state agency determines that returning or destroying the Protected Health Information is not feasible, the contractor shall extend the protections of the contract to the Protected Health Information for as long as the contractor maintains the Protected Health Information and shall limit the use and disclosure of the Protected Health Information to those purposes that made return or destruction of the information infeasible. If at any time it becomes feasible to return or destroy any such Protected Health Information maintained pursuant to this paragraph, the contractor must notify the state agency and obtain instructions from the state agency for either the return or destruction of the Protected Health Information.

1.6 Breach of Contract – In the event the contractor is in breach of contract with regard to the business associate provisions included herein, the contractor agrees that in addition to the requirements of the contract related to cancellation of contract, if the state agency determines that cancellation of the contract is not feasible, the State of Missouri may elect not to cancel the contract, but the state agency shall report the breach of contract to the Secretary of the Department of Health and Human Services.

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 Maternal Child Health Services (Contract Name) and if the business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, then, prior to the performance of any services as a business entity, _____(Company/Individual Name) agrees to complete Box B, comply with the requirements stated in Box B and provide the Department of Health and Senior Services with all documentation required in Box B of this exhibit.

_____ _____
Authorized Representative's Name (Please Print) Authorized Representative's Signature

_____ _____
Company Name (if applicable) Date

(Complete the following if you DO NOT have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box B, do not complete Box C.)

BOX B – CURRENT BUSINESS ENTITY STATUS

I certify that _____ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530.

Authorized Business Entity Representative's Name (Please Print)	Authorized Business Entity Representative's Signature
Business Entity Name	Date
E-Mail Address	

As a business entity, the contractor must perform/provide each of the following. The contractor should check each to verify completion/submission of all of the following:

- ☐ Enroll and participate in the E-Verify federal work authorization program (Website: http://www.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*

(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

STATE OF MISSOURI
DEPARMENT 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) is supplemental information the Department is required to provide the Contractor when issuing a contract or amendment that will be funded by federal sources. The document identifies the total amount of funding and the federal funding source(s) expected to be used over the life of this contract. For the specific amount for a contract period, refer to the contract and/or applicable amendments. If the funding information is not available at the time the contract is issued or the information below changes, the Contractor will be notified in writing by the Department. Please retain this information with your official contract files for future reference.

Tracking # 40660 **State:** 0% $0.00 **Federal:** 100% $98,025.83

Contract Title: MATERNAL CHILD HEALTH SERVICES

Contract Start: 10/1/2014 **Contract End:** 9/30/2017 **Amend#:** 02 **Contract #:** AOC15380125

Vendor Name: JOPLIN CITY HEALTH DEPARTMENT

CFDA: 93.994 **Research and Development:** N

CFDA Name: MATERNAL AND CHILD HEALTH SERVICES BLOCK GRANT TO THE STATES

Federal Agency: DEPARTMENT OF HEALTH AND HUMAN SERVICES / HEALTH RESOURCES AND SERVICES ADMINISTRATION

Federal Award: 1 B04MC26677-01

Federal Award Name: MATERNAL AND CHILD HEALTH SERVICES

Federal Award Year: 2014 **DHSS #:** 14MCH2 **Federal Obligation:** $26,633.13

CFDA: 93.994 **Research and Development:** N

CFDA Name: MATERNAL AND CHILD HEALTH SERVICES BLOCK GRANT TO THE STATES

Federal Agency: DEPARTMENT OF HEALTH AND HUMAN SERVICES / HEALTH RESOURCES AND SERVICES ADMINISTRATION

Federal Award: 1B04MC28109-01, 6B04MC28109-01

Federal Award Name: MATERNAL AND CHILD HEALTH SERVICES

Federal Award Year: 2015 **DHSS #:** 15MCH **Federal Obligation:** $38,517.08

CFDA: 93.994 **Research and Development:** N

CFDA Name: MATERNAL AND CHILD HEALTH SERVICES BLOCK GRANT TO THE STATES

Federal Agency: DEPARTMENT OF HEALTH AND HUMAN SERVICES / HEALTH RESOURCES AND SERVICES ADMINISTRATION

Federal Award: *

Federal Award Name: *

Federal Award Year: 2017 **DHSS #:** HRSA-17-005 **Federal Obligation:** $32,875.62

*** The Department will provide this information when it becomes available.**

Project Description:

To support a leadership role for local public health agencies within coalitions and partnerships at the local level to build Maternal Child Health systems and expand the resources those systems can use to respond to priority health issues.

COUNCIL BILL NO. 2016-526 **ORDINANCE NO.**

AN ORDINANCE amending the Annual Budget of the City of Joplin for the Fiscal Year 2016-2017 as adopted by Ordinance 2016-177 on October 17, 2016, to adjust appropriations and containing an emergency clause.

WHEREAS, the City of Joplin, Missouri passed Ordinance 2016-177 on October 17, 2016, which estimated revenues and appropriated funds for the fiscal year 2016-2017, 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 2016-2017 budgeted appropriations as adopted by Ordinance 2016-177 be amended by increasing revenues by the total amount of Five Thousand Nine Hundred Twenty-Five Dollars and No Cents ($5,925.00) and by amending appropriations by the total amount of Fifty-Eight Thousand Seventy-Five Dollars and No Cents ($58,075.00) 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 revenues and 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 _____, 2016, by a _____vote.

_____
Mayor, Michael L. Seibert

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

City of Joplin — City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: NOVEMBER 21, 2016

ITEM: COUNCIL BILL NO. 2016-526
ORIGINATING DEPARTMENT: FINANCE DEPARTMENT
ATTACHMENTS: 1) Copy of Council Bill with attached Schedule A

Department Head: Leslie Haase
City Attorney: Peter Edwards
City Manager: Sam Anselm

INTRODUCTION:
This Council Bill amends the adopted 2016-2017 Budget of the City of Joplin.

DISCUSSION:
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 police federal grant revenue and expense budget by $5,925 for a new grant that was received after the budget was completed.
- Amending the expenditure budget of fire operations by $17,150 to rebuild the motor on Engine 5.
- Amending the health self-insurance expense budget by $35,000 to have Segal compile a long-term plan for this program. This will meet the long-term goals of the city, as well as address an item identified by the State Audit. The plan will identify appropriate reserve targets, reserves needed to cover claims at various confidence levels, funding options to accumulate reserves over various time periods, and policy options for maintaining reserves at appropriate levels, as well as appropriate levels of stop loss coverage.

The purpose of the budget amendment is to recognize changes that have occurred since the annual budget was adopted. This budget amendment increases revenues by $5,925.00 and increases expenditures by $58,075.00.

RECOMMENDATION:
City Staff recommends this Council Bill be approved on an emergency basis.

SCHEDULE A

CITY OF JOPLIN
BUDGET AMENDMENT
2016-2017 ADOPTED BUDGET
14-Nov-16

FUND	ACTIVITY	ACCOUNT	DESCRIPTION		REVENUES	EXPENDITURES
001	General Fund					
	General Fund	001-0000--480-0110	MODOT Traffic Grant	$	5,925	-
	Police Federal Grants	001-5590-510-8220	Operating Equipment			5,925
	Fire Operations	001-6002-510-4205	Vehicle Repairs			17,150
	Total General Fund			$	5,925	23,075
510	Health Self-Insurance Fund					
	Health Self-Insurance	510-7504-500-5010	Consulting Fees			35,000
	Total Health Self-Insurance Fund			$	-	35,000
	Grand Total			$	5,925	58,075

City of Joplin City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: November 21, 2016
ITEM: Council Bill No. 2016-617; Technical Support between the City of Joplin and Motorola

ORIGINATING DEPARTMENT: Joplin Police Department
ATTACHMENTS: Council Bill No. 2016-617; copy of Contract

DEPARTMENT HEAD:	Matthew Stewart	**DATE:**
CITY MANAGER:	Samuel L. Anselm	**DATE:**
CITY ATTORNEY:	Peter C. Edwards	**DATE:**
FINANCE DIRECTOR:	Leslie Haase	**DATE:**

INTRODUCTION:

This Council Bill approves a contract between the City of Joplin, Missouri and Motorola providing continuing system maintenance of infrastructure components provided by Motorola.

SUMMARY/DISCUSSION:

The City of Joplin's city-wide Motorola radio system will be replaced from the existing 7.1 switch to a new 7.16 switch. This agreement continues the system maintenance of infrastructure components provided by Motorola. The Motorola Digital Radio System is a complex system of routers, servers, combiners, microwave systems, etc., and requires monitored maintenance of the system infrastructure and an immediate customer service response should the system and/or system components fail. This agreement provides Motorola customer support, maintenance, and technical support monitoring of all components of the infrastructure. The total cost for the FY 2016-17 Budget will be One Million Eight-Thousand and Three-Hundred Seventeen Dollars ($1,008,317.00); beginning the FY 2017-18 Budget through FY 2022-23 Budget an annual cost of One Hundred Forty-Four Thousand, Two-Hundred Sixty-Six Dollars ($144,266.00),

RECOMMENDATION:

Staff recommends this Council Bill be passed on an emergency basis.

MS/ts
attachment

COUNCIL BILL NO. 2016-617 ORDINANCE NO.

AN ORDINANCE approving a Contract for Technical Support by and between the City of Joplin, Missouri and Motorola, Inc., dealing with a switch upgrade, customer support, maintenance, and technical support for the City's Motorola Digital Radio System with the cost for the FY 2016-17 Budget of One-Million, Eight-Thousand and Three-Hundred Seventeen Dollars ($1,008,317.00). Beginning the FY 2017-18 Budget through FY 2022-23 Budget an annual cost of One Hundred Forty-Four Thousand, Two-Hundred Sixty-Six Dollars ($144,266.00); authorizing the City Manager to execute the same by and on behalf of the City of Joplin, Missouri; and containing an emergency clause.

WHEREAS, The City of Joplin's city-wide Motorola radio system's factory warranty, covering the infrastructure until 2023;

WHEREAS, This agreement continues the system maintenance of infrastructure components provided by Motorola;

WHEREAS, This agreement provides Motorola customer support, maintenance, and technical support monitoring of all components of the infrastructure.

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

Section 1. That the Contract for Technical Support by and between the City of Joplin and Motorola, Inc., in a total amount of One Million Eight Thousand and Three-Hundred Seventeen Dollars ($1,008,317.00); with an annual cost of One Hundred Forty-Four Thousand, Two-Hundred Sixty-Six Dollars ($144,266.00) beginning in the FY 2017-18 Budget through FY 2022-23 Budget, providing for the system maintenance of infrastructure components provided by Motorola, a true and accurate copy of the same being attached hereto as in Exhibit, be and the same is, hereby approved.

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

Section 3. That this Ordinance is an emergency within the meaning of Section 2.12 (1) of the Home Rule Charter of the City of Joplin, Missouri, in that said ordinance deals with a continuation of a maintenance agreement for equipment service that will end in May 2017 and as such, is considered an emergency and shall take effect immediately upon passage. Further, this

Ordinance is an emergency within the meaning of Section 2.12 (4) in that this was an item approved in the existing budget and is a general appropriation of city funds.

Council Bill No. 2016-617 (Continued)

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2016, by a vote of _____.

_____

Michael L. Seibert, Mayor

ATTEST:

_____

Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

I hereby certify that a sufficient amount is available in the Emergency Communications Budget, Account No. 520-8503-510-5265, to pay the contract amount.

_____

Leslie Haase, Director of Finance

Motorola Solutions, Inc.
1303 E. Algonquin Road
Schaumburg, IL 60196

September 30, 2016

Joplin Police Department
Attn: Mr. Matt Stewart, Police Chief
303 E. 3rd
Joplin MO, 64801

Subject: City of Joplin, MO 7.1 to 7.16 System Upgrade

Dear Mr. Stewart,

Motorola Solutions, Inc. ("Motorola") is pleased to have the opportunity to provide the City of Joplin, MO with quality communications equipment and services. The Motorola project team has taken great care to propose a solution to address your needs and provide exceptional value. The State of Missouri pricing contract was utilized in developing this proposal. Motorola's solution includes a combination of hardware, software, and services. Specifically, this solution provides:

- Replace existing 7.1 switch with a new 7.16 switch.
- 5 MCC7500 Console Positions
- AIS Trunked Logging Recorder
- Console & Radio Licenses
- Networking Management License
- Control Stations

We thank you for the opportunity to furnish the City of Joplin, MO with this solution and we hope to strengthen our relationship by implementing this project. Our goal is to provide you with the best products and services available in the communications industry.

Any questions can be directed to Regi Mele, Account Executive, at 312-835-9096.

Sincerely,

Motorola Solutions, Inc.

Ali Kapadia
MSSI Vice President & Director of Sales

CITY OF JOPLIN, MO 7.1 TO 7.16 SYSTEM UPGRADE

MOTOROLA

The design, technical, pricing, and other information ("Information") furnished with this submission is proprietary information of Motorola Solutions, Inc. ("Motorola") and is submitted with the restriction that it is to be used for evaluation purposes only. To the fullest extent allowed by applicable law, the Information is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the Information without the express written permission of Motorola.

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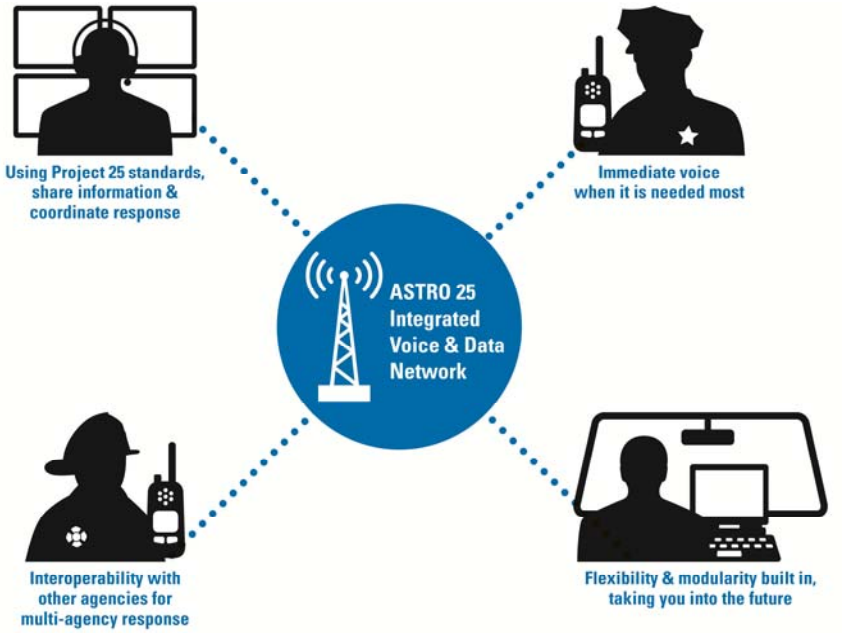
SYSTEM DESCRIPTION

1.1 OVERVIEW

ASTRO® 25 is the most widely used Project 25, Mission-Critical, communication network for public safety agencies. Installed worldwide, ASTRO 25 solutions meet and exceed requirements for day-to-day operations, as well as emergency response in the most demanding situations. ASTRO 25 is a wireless platform that combines uncompromising, real-world performance and the legendary reliability of Motorola Solutions, Inc. (“Motorola”). Motorola’s ASTRO 25 platform is the foundation of our Mission-Critical portfolio. ASTRO 25 offers a Project 25, with a standards-based Internet Protocol (IP) modular solution.

A PLATFORM WITH UNPARALLELED FLEXIBILITY

ASTRO 25 is optimized for the rigorous demands of public safety, providing reliable communications. When an emergency involves multiple agencies, first responders can share voice communication among their teams. In addition, centralized command and control can deploy resources efficiently, maintain communication security, and track personnel effectively.



1.2 PROPOSED SOLUTION

Motorola is pleased to provide a quote to upgrade the City of Joplin's existing ASTRO 25 7.1 trunking system to an ASTRO 25 7.16 system. The ASTRO 7.16 is the Motorola's latest P25 system release.

Motorola is proposing an ASTRO 25 L2 redundant trunking system Master site with (5) MCC 7500 dispatch consoles. The two existing ASTRO 25 Repeater Sites will be upgraded with the latest software and continue to be used. A description of the proposed solution, coverage, features, benefits, system architecture, and hardware components are provided in this section.

1.2.1 System Configuration

1.2.1.1 ASTRO 25 L2 Redundant Trunking System Master Site

The following Master site components are provided:

- Two Virtual Servers configured for Zone Controller, Domain Controller, Provisioning Manager, Zone statistical server, Air Traffic Router, Backup and Recovery, Zone Database Server, Unified Event Manager and License Manager
- Two (2) HP3800-48 Core LAN Switches
- Two (2) Gateway Routers
- Two (2) Core Routers
- Two (2) Backhaul Switches
- One (1) Terminal Server
- One (1) Local Network Management Client
- One (1) Remote Network Management Client
- One (1) ISSI 8000 server and firewall with 10 manual roaming talkgroup license
- 1,500 Radio Subscriber Licenses
- Recommended spares

1.2.1.2 MCC7500 Dispatch Console System

The following MCC7500 dispatch console components are provided:

- Five (5) console operator positions. Each position configured with:
  - 22" no-touch LCD monitor
  - Two (2) speakers
  - One (1) gooseneck microphone
  - One (1) dual pedal footswitch
  - One (1) headset jacks
  - Two (2) single muff headsets
  - Instant Recall Recorder with two (2) speakers
  - AES and DES-OFB encryptions
- IP Logging Recorder Interface (logging recorder is not included):
  - One (1) Archiving Interface Server
  - One (1) Control Room Firewall
  - One (1) CEN switch
- One (1) Aux I/O to control external devices (up to 48 inputs and 16 outputs)
- One (1) Conventional Site Controller

- One (1) Conventional Channel Gateway
- One (1) Key Variable Loader (KVL4000)
- Recommended spares

1.2.1.3 Existing ASTRO 25 Repeater Site Upgrade

The following upgrade components are provided:

9-Channel ASTRO 25 Repeater Site

- Nine (9) GTR8000 Expandable Site Subsystem site repeater software upgrade
- Two (2) Site Controller software upgrade

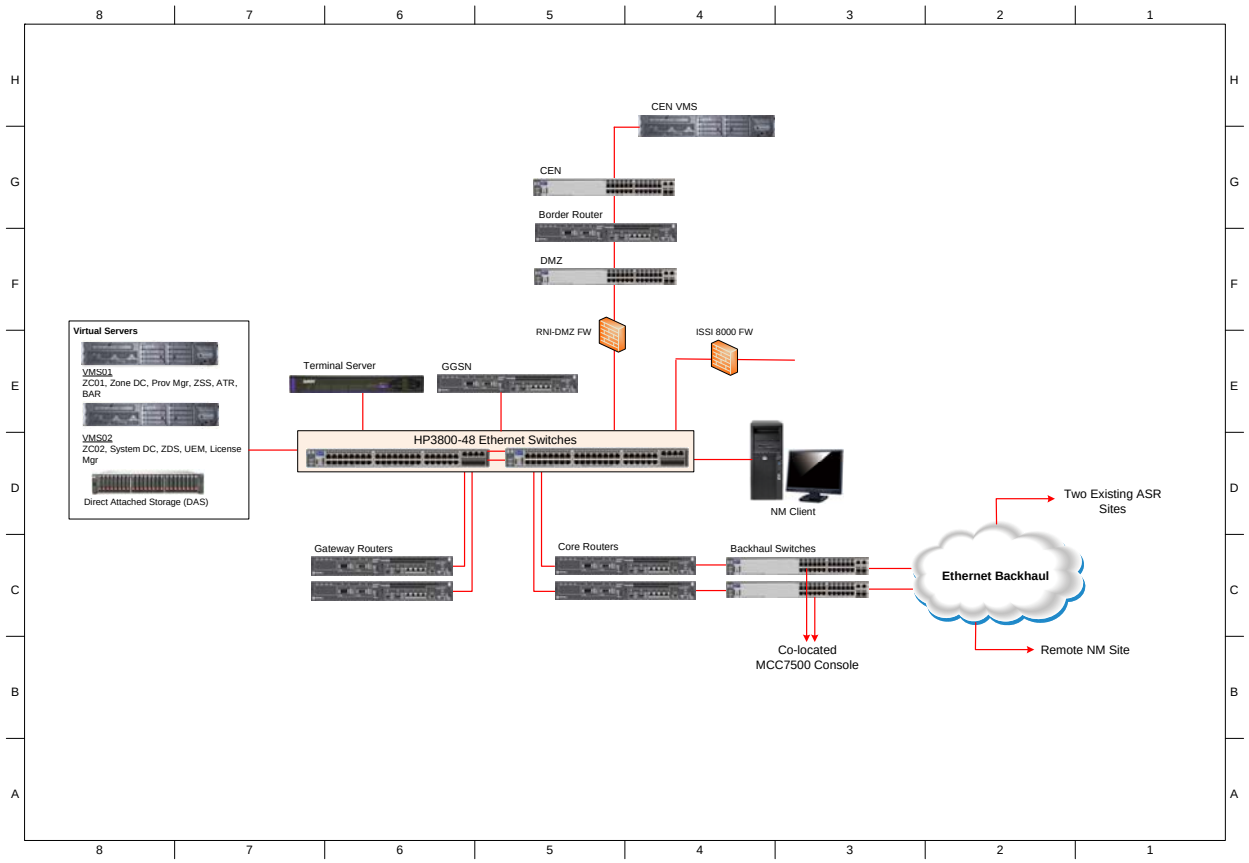
4-Channel ASTRO 25 Repeater Site

- Four (4) GTR8000 Expandable Site Subsystem site repeater software upgrade
- Two (2) Site Controller software upgrade

1.3 SYSTEM DIAGRAMS

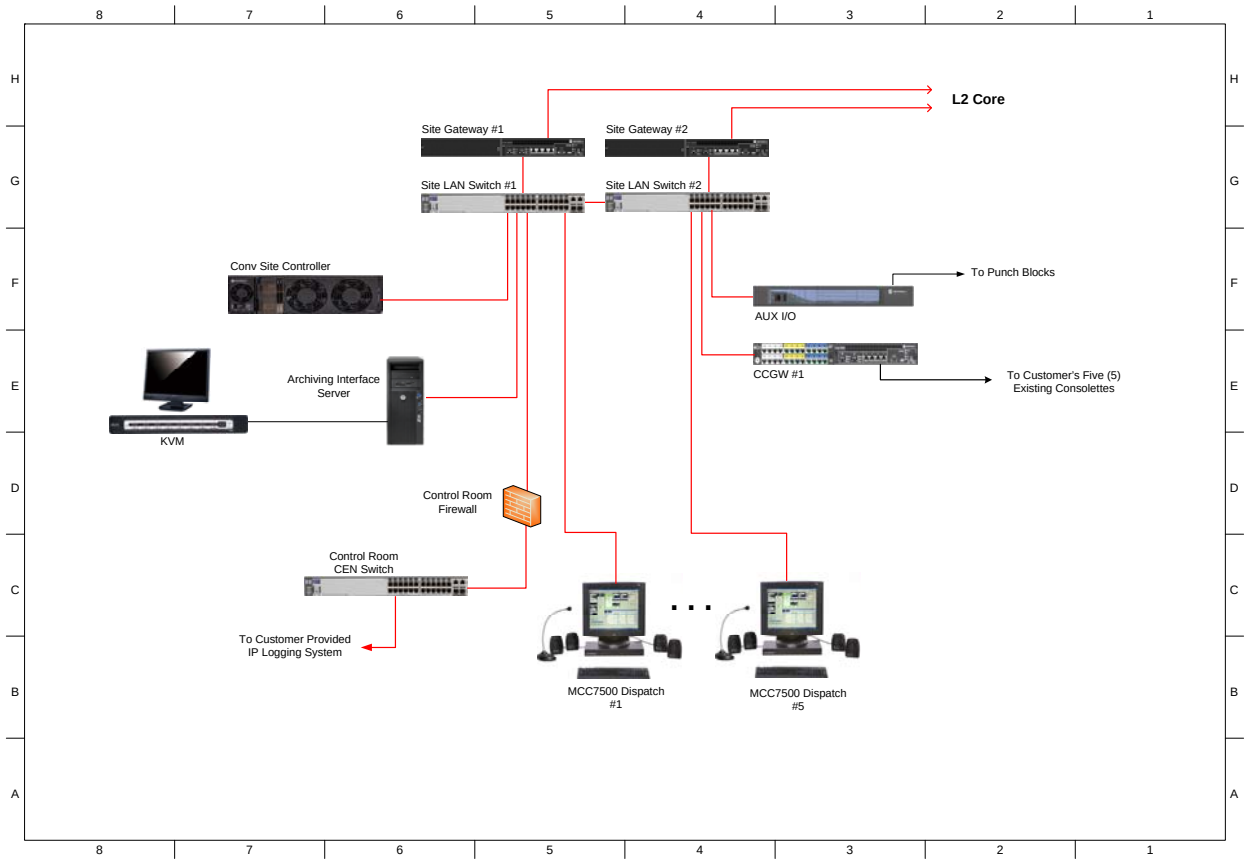
1.3.1.1 ASTRO 25 L2 Master Site Block Diagram

Please see the following page for the L2 Master Site block diagram.



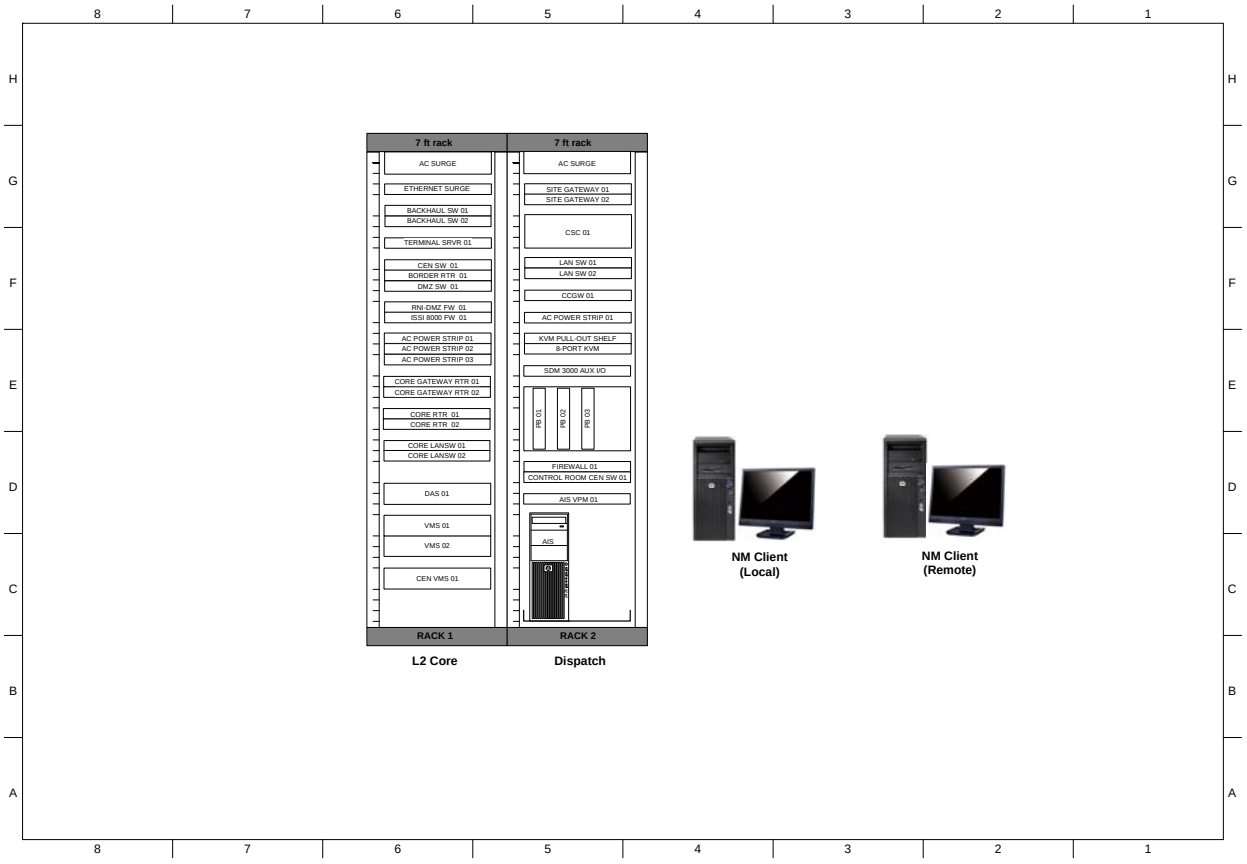
1.3.1.2 MCC7500 Dispatch Console Block Diagram

Please see the following page for the MCC7500 Dispatch Console block diagram.



1.3.1.3 Rack Diagram

Please see the following page for the Rack Diagram. The L2 Master Site equipment and MCC7500 Dispatch equipment will be co-located.



1.4 ASTRO 25 IP SYSTEM FEATURES

An ASTRO 25 system is a feature-rich, modular platform that consists of a Core site, which may include ASTRO 25 RF sites. ASTRO 25 transparently links dispatch and field personnel, tracking each radio from site-to-site and group-to-group. Radio sites are automatically assigned and connected for wide area calls, allowing a dispatcher or field unit to effortlessly reach another radio - no matter where the person is located in the service area.

This section discusses the various key features and equipment components that comprise the proposed system.

1.4.1 Master Site

The master site is the central point for all system traffic in each ASTRO 25 zone. Call processing and system management occur at the master site. The Voice and Data call processing for each zone is performed by the Zone Controller. The Zone Controller(s) maintains constant communication between the RF Sites and Network Management (NM) sub-systems via the Network Transport Subsystem.

1.4.2 Network Management System

The Network Management System (NMS) can be viewed as a set of software applications or tools used to manage the ASTRO 25 wide area trunked radio system and its constituent components.

The NMS supports the following services:

- Fault Management – Applications are included for monitoring the status of the transport network and the individual infrastructure components; displaying fault information; forwarding alert information; and performing diagnostic procedures.
- Configuration Management – Facilities are provided for entering and maintaining the operational parameters of the infrastructure components and user devices (i.e., the mobile and portable radios).
- Accounting Management– NMS supports the tracking of radio usage of the system by providing an optional interface to third-party accounting and/or billing applications.
- Performance Management – Standard and optional applications are available for monitoring, reporting, controlling, and optimizing the use of system resources.
- Security Management – NMS includes features for setting user privileges and controlling their access to view and/or modify information contained in the configuration databases.

Network Management Terminals

The NMS Windows-based client/server architecture distributes most of the user application processing to the client PC workstations. This approach yields important benefits:

- Application performance is less dependent on the number of concurrent users and open applications;
- Personnel typically responsible for managing a radio system or computer network are already familiar with, or easily trained to use, the Graphical User Interface (GUI) of NMS applications that conform to Windows operating system conventions; and,
- Remote operation performance over a limited bandwidth link (e.g., a telephone line used for accessing the network remotely via dial-up modems) is improved.

The following applications run on or may be accessed from the PC client workstations. A description of each of these applications is described in the paragraphs that follow.

- System/Zone Profile
- Unified Network Configurator (UNC)
- Provisioning Manager (PM)
- Unified Event Manager (UEM)
- Historical Reports
- Radio Control Manager (RCM)
- ZoneWatch
- Affiliation Display
- Dynamic Reports

System and Zone Profile

The Zone and System Level Profile applications allow network managers to access pertinent zone and system level information. The Zone Profile application, for example, allows a user to view server status and the applications running on the servers at that time. System application usage is also displayed. The System Profile application allows the view of the applications currently in use and the user logged on to this application.

Unified Network Configurator (UNC)

The UNC is a network change and configuration management tool that enables users to efficiently manage the configurations of networks and devices in an ASTRO 25 system. The UNC is built on VoyenceControl, which is an automated compliance, change and configuration management system.

The UNC allows you to make configuration changes to the network using a single configuration tool, plus:

- Automatically discovers devices in the network.
- Allows flexible creation and distribution of device configurations.
- Provides supervision and auditing tools for controlling changes and detecting errors.
- E.g. Administrators can set up approval mechanisms which would require subordinates to obtain their supervisors' approval before submission of configuration changes.
- Includes an intuitive web-based interface for commonly used tasks.

Unified Network Configurator allows system managers to put proper policies and tools in place around change and configuration management to keep the ASTRO 25 system running at its peak performance.

Provisioning Manager (PM)

Provisioning Manager is a tool that enables system managers to efficiently manage the configurations of console users, radios, radio users, talkgroups and multi-groups in order to control the radio communications for each user group of an organization. By controlling communications between different user groups and between individuals within a group, the PM allows for the radio communications system resources to be managed efficiently.

The Provisioning Manager (PM) provides the following:

- Configure system-level parameters for call capability.
- Configure system-level parameters for the shared core, such as the parameters for home zone mapping and sub-band restricted ID mapping.
- Configure Console Users, Radios, Talkgroups, Multi-Groups, Agency Groups, and Broadcast Data Agencies.
- Configure access control for users in the PM.
- Configure ZoneWatch windows.
- Configure and manage the attributes relating to a zone such as Aux I/O Configuration, and Consoles.
- Ability to export some configuration data from the PM.
- Ability to import some configuration data to the PM.

Unified Event Manager (UEM)

The UEM provides a central location for managing all radio, transport, and environmental devices on the system. The application automatically discovers devices on the network to determine their real-time status. Color-coded symbols displayed on a topography map provide a geographical and hierarchical representation of the entire network. Physical and Service related maps are presented to give the user an operational status of all the devices on the network and any interruptions in communication to their associated locations. An Active Alarms View is provided to filter through the event summary to quickly pinpoint the highest priority failures. The Maps and Active Alarm View provide the Network Manager the capability to respond to critical failures on the system quickly and efficiently. The UEM allows each user to filter out and customize the pertinent information important to their roles and responsibilities. System components and their status is continually monitored and recorded even when no one is logged on the manager.

Historical Reports

Historical Reports generate reports on system-wide activity as well as individual zone activity. The reports contain statistical data gathered at specific, predefined time intervals. They monitor and analyze information about zones, sites, channels, talkgroups, and users to assist a system manager in understanding how the system is performing; and they are utilized to more efficiently manage resources. Individual reports cannot exceed 16,000 objects (radio users, talkgroups, etc.). Reports can be exported to CSV, HTML, PDF, and XML formats.

Historical Reports Features and Benefits

Feature	Benefit
Real-Time Display	Monitor and analyze information about zones, sites, channels, talkgroups, and users to understand how the system is performing and utilized to more efficiently manage resources.
Reports	Create various types of reports at the zone or system level, organized by system resources to analyze activity and performance.
Data Intervals	Historical data is stored in time-based intervals. For each interval type, the oldest interval in storage is removed as a new interval is added to storage. The timed intervals are defined as follows: - Every 15 minutes for 100 intervals (approximately one day; zone level only) - Hourly for 241 intervals (approximately 10 days; system and zone level) - Daily for 62 intervals (approximately 2 months; system and zone level) - Monthly for 36 months (3 years; system and zone level)
Accessing Data/ Data Exporting	Users can utilize the Report Scheduler window to schedule zone-wide and system-wide reports to occur at specified times, with an output to a printer or data file. Reports can be exported to one of the following formats: - Comma Separated Values (CSV) - HTML - Adobe Portable Document Format (PDF) - Extensible Markup Language (XML)
Data Storage	Statistics are aggregated into detailed and summarized reports on both an individual zone and system-wide basis; they are available on an hourly basis for 10 days, daily for 62 days, and monthly for 1 year.

Radio Control Manager

The optional Radio Control Manager (RCM) application provides the ability to generate radio commands and to display radio events. Users also have the capability to generate RCM reports. Some features of the RCM are:

- ***Dynamic Regrouping*** – Allows a dispatcher or system manager to dynamically program an affiliated radio user to a particular talkgroup. The radio will generate an audible noise indicating to the user that the radio has been regrouped.
- ***Storm Plans*** – Provide the system with an automated, predefined procedure for special or emergency situations.
- ***Selective Radio Inhibit*** – Denies system access to lost or stolen Motorola radios. When a radio is reported missing, a network management terminal operator can send a Selective Radio Inhibit command to the system controller, rendering the radio unit inoperable. Once found, the radio can be reactivated and restored to normal operations over the air.

ZoneWatch

ZoneWatch is an optional feature that provides customizable displays and graphs to monitor real-time communications activity and network health. It is a set of diagnostic tools allowing individuals to make more efficient system management decisions. An administrator defined display of information can be created down to individual unit or talkgroup activity.

- At a glance, provides a real-time snapshot of the system
- Color coded display allows for quick network status indications
- Enables faster identification and resolution of potential issues

Affiliation Display

The Affiliation Display is an optional feature that provides a dynamic view of the sites to which all operating units are currently affiliated, making it easy to track and troubleshoot radios in the system. Provides a dynamic view of

- Sites
- Talkgroups
- Individual Radios

This allows a manager to understand the loading characteristics of their system in real-time. Graphing capabilities are also included.

Dynamic Reports

Dynamic Reports is an optional feature that monitors and reports usage trends in order to improve radio and talkgroup system management. System managers can closely examine what happens during a shift or set period of time: for example, checking the busy count to see if calls are being missed. Dynamic Report recommendations can be made on system expansion and design to improve communication.

Terminal Server

The Terminal Server is a device that provides serial access to Network Management (NM) servers and network transport equipment in the Radio Network Infrastructure (RNI).

The terminal server has a separate direct RS-232 connection to each of its supported devices. In the event of a major failure, the Terminal Server provides dial-up access for troubleshooting. This interface is intended exclusively for Motorola Service personnel.

1.4.3 Network Transport Subsystem

The ASTRO 25 transport core is engineered to meet the performance requirements of a real-time system transporting voice, call control, network management, and ancillary network services. The Transport Network is a closed network. Only Motorola-supplied equipment, applications, and services can be used on the core and site networks.

IP encapsulation across the customer-provided backhaul network is used to transport Radio Network Interface (RNI) traffic. The Wide Area Network (WAN) Transport can optionally provide encryption, as well as redundant links. In addition, Quality of Service (QoS) can be used to distribute voice packets to provide a constant and steady delivery of packets from the source to the destination.

Ethernet Switch

The Enterprise Ethernet Switch (LAN Switch) is used to aggregate all the Ethernet interfaces for all servers, clients, and gateways.

Core Gateway

The core gateway interfaces to the core LAN, providing layer three routing and protocol conversion between the core IP devices and the remote site IP devices.

Site Gateway

The site gateway interfaces to the remote site LAN via one Ethernet connection, and provides layer three routing and protocol conversion between the remote site IP devices and the core site IP devices.

1.4.4 Encryption Capabilities

When it is absolutely critical that communications not be monitored by unauthorized parties, radio systems can be configured with encryption. Encryption ensures only authorized units in the system can listen to transmissions being made. Encrypted calls are protected end-to-end throughout the network.

KVL 4000 Key Variable Loader

The KVL 4000 is Motorola's encryption Key Variable Loader for secure enabled Motorola products. Equipped with the Motorola MC55 handheld, the key loader is outfitted with state-of-the-art features and user interface for increased efficiency and programming flexibility. A large LCD color display, paired with an easy-to-use alphanumeric keypad, enables simple viewing and data entry. Built with legendary Motorola quality and security, the KVL 4000 is built to withstand everyday use in federal and public safety environments.



KVL 4000

KVL 4000 Features and Benefits

The KVL 4000 utilizes the Motorola MC55 handheld computer with large 3.5 inch color display, touch screen interface, and QWERTY keyboard. The device is built to withstand everyday use in federal and public safety environments.

Motorola has included three KVL 4000 units with this proposal with AES and DES-OFB encryptions.

KVL 4000 Features

Feature	Description
Automatic key generation	- Automatically generates random keys for any algorithm. - Can auto-generate a single key or a bulk set of keys.
Enhanced security	- FIPS 140-2 Level 3 provides the highest level of security for your data. - User timeout automatically logs out the user after a specified period of inactivity. - User and administrator authentication allows users and administrators to perform and restrict firmware upgrades, changes, and key management.
Dead battery operation	Ability to operate the KVL, including key management and key downloading while charging.
Key Management Facility support	With store and forward capability, the encryption keys are downloaded from the KMF, stored in the KVL, and delivered to the end units.

1.4.5 MCC7500 Dispatch Console

Motorola's MCC 7500 Dispatch Console is Motorola's mission-critical IP high-tier radio dispatch console system. The MCC 7500 Dispatch Console features an intuitive, easy-to-use Graphical User Interface (GUI) that runs under a Microsoft Windows operating system, utilizing the industry-standard PC platform. MCC 7500's highly recognizable icons are designed to reduce user training time and allow dispatchers to manage information more productively.

Designed for effective, flexible dispatch communications, the MCC 7500 Dispatch Console can provide a range of valuable features:

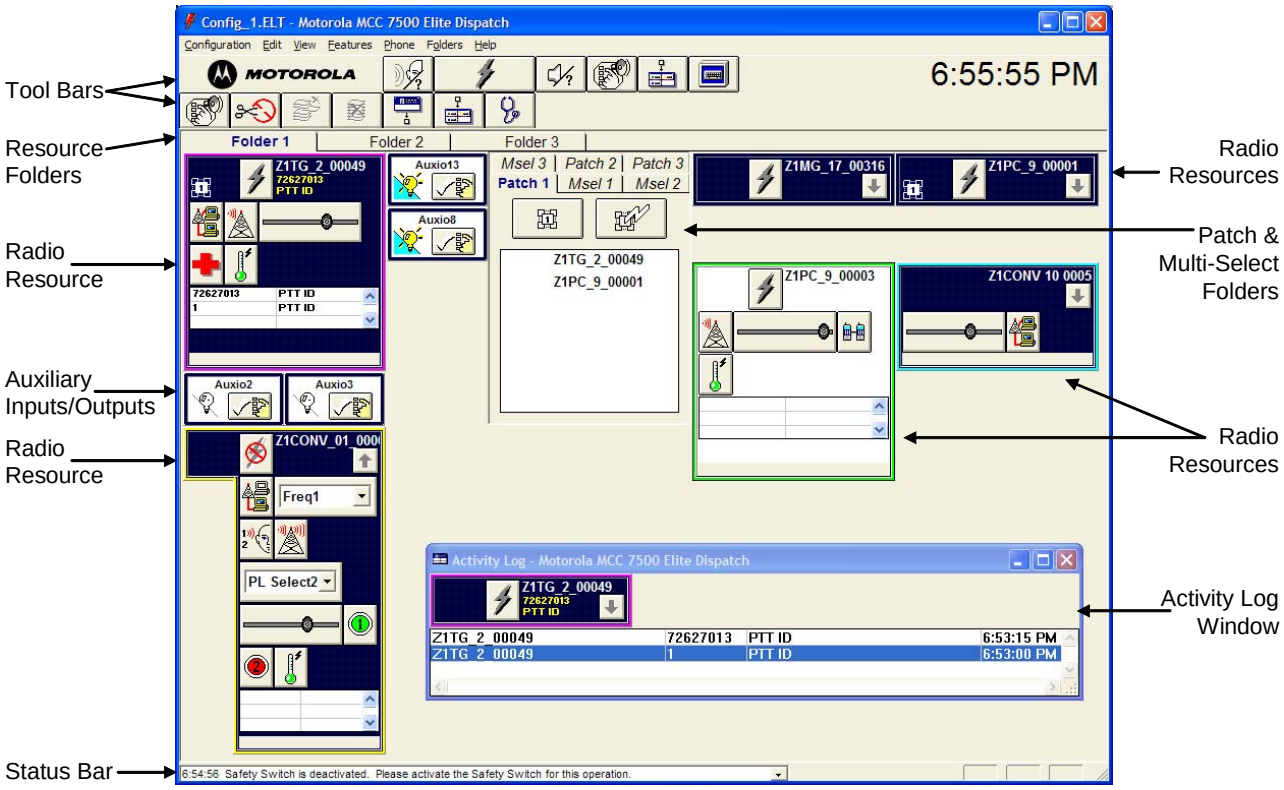
- Seamless integration with ASTRO 25 Trunking system.
- IP Network—MCC 7500 supports the IP protocols of the ASTRO 25 system's transport network.
- End-to-End Encryption—Encryption and decryption occurs in the dispatch consoles, allowing true end-to-end encryption in the radio system.
- Centralized System Management—the MCC 7500 console system is configured and managed by the ASTRO 25 system's configuration manager, fault manager and performance reporting applications. This provides City of Joplin with a single point for configuring and managing the entire radio system, including the console portion.
- User-Friendly—MCC 7500's environment features the familiar standards used by other Windows programs, worldwide.
- Screen layout, menus and icons are easy to understand and quickly recognizable.
- Each dispatcher's configuration can be customized via the Elite Admin application.
- Elite Dispatch GUI uses a simple point-and-click response. The dispatcher has the choice of using a mouse, trackball or optional touch screen and the keyboard is not required for day-to-day operations.

1.4.5.1 Elite Dispatch Graphical User Interface

The Motorola MCC 7500 dispatch console uses the same Elite Dispatch graphical user interface (GUI) used in the CENTRACOM GOLD ELITE Console for displaying information to and accepting

commands from the dispatcher. The Elite Dispatch GUI is efficient, easy to use, and intuitive, having been refined and proven through years of use in public safety dispatch centers around the world.

Example of the MCC 7500 Elite Dispatch GUI is shown below:



1.4.5.2 MCC 7500 System Components

This section discusses the various components that make up the proposed MCC 7500 Dispatch Console system. These components are connected together and to the rest of the ASTRO 25 system on an IP network via console site routers and switches.

There are main components of a Motorola MCC 7500 system:

- Operator Positions
  - Personal Computer
  - Voice Processer Module (VPM)
- Auxiliary Input/Outputs
- Conventional Channel Gateway
- Conventional Site Controller (CSC)

1.4.5.3 Operator Position Components

MCC 7500 operator positions connect directly to the radio system's IP transport network. Audio processing, encryption, and switching intelligence for dispatch are performed within each software-based operator position, without additional centralized electronics.

An MCC 7500 operator position consists of a computer, a Voice Processing Module (VPM), one select speaker, up to three unselect speakers, a desktop gooseneck microphone and/or headset jack box with in-line PTT amplifier and headset, and optional footswitch.



MCC 7500 Operator Position Components

Personal Computer (PC)

The dispatch console hardware is based on a commercially available personal computer using Microsoft Windows as the operating system. The dispatch console software uses the Elite Dispatch graphical user interface (GUI) for displaying information to and accepting commands from the dispatcher. The Elite Dispatch GUI is efficient, easy to use, and intuitive, having been refined and proven through years of use in public safety dispatch centers around the world.

Voice Processor Module (VPM)

The VPM provides vocoding and audio processing services for the dispatch console. It connects to the console site LAN switch and communicates with the dispatch console PC via Ethernet. Each operator position includes a PC and a dedicated VPM. The VPM also provides connections for analog devices to be connected to the digital console.

The VPM has connectors for the following devices:

- One (1) desktop microphone
- Two (2) headset jacks
- Up to Eight (8) desktop speakers
- Logging recorder
- Radio instant recall recorder
- External telephone set
- External paging encoder
- Footswitch
- Generic transmit audio input

Some of the connectors listed above can be used to provide audio inputs and outputs for connecting other types of dispatch consoles to the Motorola radio system in conjunction with the Motorola MCC 7500 Dispatch APIs.

The secure card in the VPM provides encryption and decryption services for the dispatch console. It is capable of supporting multiple, simultaneous encryption/decryption sessions using multiple algorithms and multiple secure keys.

1.4.5.4 SDM 3000 Auxiliary Input/Output

An Auxiliary Input/Output server enables console operators to control and monitor external devices, such as doors and lights, from the console user interface. Multiple dispatch consoles anywhere in the

network may monitor and control the same relay output and/or external inputs. Changes are indicated across all dispatch consoles simultaneously. Customizable graphic icons are also used to provide a visual indication of both the function and state of external inputs.

The contact closures and input buffers required to interface to these devices are housed in Remote Terminal Units (RTUs). These RTUs can be physically located close to where they are needed, at any console site or RF site. The dispatch consoles and RTUs communicate with each other across the radio system's IP transport network. Individual relay outputs can be configured so that they require a safety switch to be pressed before they respond to any commands from the dispatch console user.

The following Aux I/O configurations are supported.

Aux I/O Supported Configurations

Aux I/O Configuration	Description
Momentary Input	This is an input where the user interface always shows the true state of the input.
Latched Input	This is an input where the user interface does not necessarily show the true state of the input. When the input goes active, the user interface shows the state as active. The display will continue to show the state as active even if the input changes to the inactive state. A dispatch console user must manually reset the display to return it to the inactive state.
Momentary Output	This output relay is activated when the dispatch console user presses the button on the user interface and deactivated when the dispatch console user releases the button.
Latched Output	This output relay changes state only when the dispatch console user presses the button.
Interlocked Latched Output	This latched output relay is part of a group of latched output relays. Only one of the relays in the group may be active at a time. Interlocked relays work in a "break before make" fashion; that is, the previously active relay is deactivated before the new relay is activated.

1.4.5.5 GGM 8000 Conventional Channel Gateway

Conventional Channel Gateways (CCGWs) are used to interface analog and ASTRO 25 conventional channels to the ASTRO 25 radio system infrastructure. CCGWs provide 4-wire analog interfaces for analog channels and V.24 and IP digital interfaces for ASTRO 25 conventional channels. Once these channels are connected to the network, dispatchers are able to monitor and transmit on the channel.

1.4.5.6 GCP 8000 Conventional Site Controller

The conventional site controller allows dispatch console users to continue to access and control local conventional channels if connectivity to the radio system's controller is lost. This mode of operation is often called "fallback operation" or "site conventional operation". The conventional site controller is comprised of the GCP 8000 site controller hardware with different software to provide the conventional capabilities. When used as a conventional site controller, the GCP 8000 site controller is outfitted with a single site controller module rather than two site controller modules.

Only one conventional site controller is required per console site. This single conventional site controller is capable of supporting the full set of dispatch consoles, archiving interface servers and CCGWs that can be placed in a console site or conventional subsystem.

1.5 SUMMARY

Motorola is pleased to offer City of Joplin a complete communication solution with many enhancements and flexibility to allow users the ability to do their job in the most efficient way possible. The proposed solution is based upon Motorola's industry leading ASTRO 25 IP platform and P25 compliant technology to meet the public safety communication needs.

Our ASTRO 25 IP solution provides scalability, flexible system architecture, unparalleled network management, and easy migration to future capabilities. As need arises, the system can be easily expanded to include additional sites and channels.

SECTION 2

SYSTEM DIAGRAMS

System Diagrams are included on the pages that follow.

CEN VMS

CEN

Border Router

DMZ

RNI-DMZ FW

ISSI 8000 FW

Terminal Server

GGSN

Virtual Servers

VMS01
ZC01, Zone DC, Prov Mgr, ZSS, ATR, BAR

VMS02
ZC02, System DC, ZDS, UEM, License Mgr

Direct Attached Storage (DAS)

HP3800-48 Ethernet Switches

NM Client

Gateway Routers

Core Routers

Backhaul Switches

Two Existing ASR Sites

Ethernet Backhaul

Remote NM Site

Co-located MCC7500 Console

MOTOROLA

PROJECT: CITY OF JOPLIN, MO				
TITLE: ASTRO 25 L2 CORE BLOCK DIAGRAM				
CONTRACT:	ENGINEER: D. RHEE	PM:	SCALE: NONE	SIZE:
PROGRAM:	DRAWN:	CHECKED:	SHEET: 1 OF 1	REV:
FILE NAME:	DATE: 3 AUG 2016	CODE IDENT:	DRAWING NO:	

L2 Core

Site Gateway #1

Site Gateway #2

Site LAN Switch #1

Site LAN Switch #2

Conv Site Controller

To Punch Blocks

AUX I/O

CCGW #1

To Customer's Five (5)
Existing Consolettes

Archiving Interface
Server

KVM

Control Room
Firewall

Control Room
CEN Switch

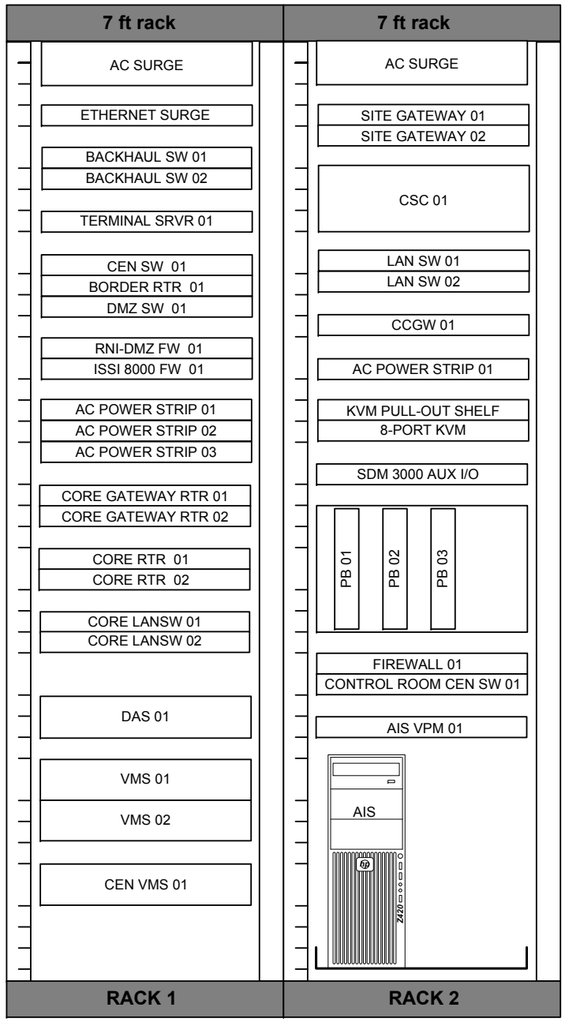
To Customer Provided
IP Logging System

MCC7500 Dispatch
#1

MCC7500 Dispatch
#5

MOTOROLA

PROJECT: CITY OF JOPLIN, MO				
TITLE: MCC7500 DISPATCH SITE BLOCK DIAGRAM				
CONTRACT:	ENGINEER: D. RHEE	PM:	SCALE: NONE	SIZE:
PROGRAM:	DRAWN:	CHECKED:	SHEET: 1 OF 1	REV:
FILE NAME:	DATE: 3 AUG 2016	CODE IDENT:	DRAWING NO:	



L2 Core **Dispatch**



NM Client (Local)



NM Client (Remote)

MOTOROLA

PROJECT: CITY OF JOPLIN, MO				
TITLE: L2 CORE AND MCC7500 DISPATCH EQUIPMENT RACK DIAGRAM				
CONTRACT:	ENGINEER: D. RHEE	PM:	SCALE: NONE	SIZE:
PROGRAM:	DRAWN:	CHECKED:	SHEET: 1 OF 1	REV:
FILE NAME:	DATE: 3 AUG 2016	CODE IDENT:	DRAWING NO:	

EQUIPMENT LIST

QTY	NOMENCLATURE	DESCRIPTION
1	SQM01SUM0274	SINGLE ZONE TRUNKED L CORE
1	CA02882AA	ADD: REDUNDANT CORE
1	CA01663AB	ADD: RACK
1	UA00153AA	ADD: ASTRO 25 FDMA SITE LICENSE
1	UA00156AA	ADD: MCC7500 CONSOLE LICENSES (QTY 5)
2	UA00152AA	ADD:500 RADIO USER LICENSES
1	UA00136AA	ADD: UNIFIED NETWORK CONFIGURATOR (UNC)
1	UA00147AA	ADD: PROVISIONING MANAGER
1	UA00144AA	ADD: ZONE HISTORICAL RPTS
2	UA00151AA	ADD: AFFLIATION USER RPTS
2	UA00150AA	ADD: DYNAMIC REPORTS
1	UA00146AA	ADD: UNIFIED EVENT MANAGER (UEM)
1	UA00141AA	ADD: ZONEWATCH GRID & CTRL
1	CA01750AA	ADD: TERMINAL SERVER
13	CA02193AA	ADD: ANTI-MALWARE DEF UPDATE LIC
1	CLN1856	2620-24 ETHERNET SWITCH
2	TT2833	COMPUTER, Z440 WORKSTATION WINDOWS 7 (NON RETURNABLE)
2	T8206	ASTRO CLIENT APPL SW 7.16
2	DSTG191	TECH GLOBAL EVOLUTION SERIES 19INCH NON TOUCH
1	SQM01SUM0205	GGM 8000 GATEWAY
1	CA01616AA	ADD: AC POWER
1	CLN1856	2620-24 ETHERNET SWITCH
1	DVN4046B	MASTER SYSTEM KEY STARTER KIT
1	DS11011188	PDU, 120/240 SPLIT PH OR N+1 REDUNDANT, 60A MAX PER PHASE, SIX DEDICAT
12	DS3750297	BREAKER, 15 AMP, CB UL 489 LISTED FOR AC EDGE II
3	BLN6200	AC POWER STRIP, 6 OUTLET
1	DSCPX1101984	SPD, RJ-45 CONN (16) LINE 10/100BT ETHERNET 11VPL PINS (1,2) & (3,6)
1	B1905	MCC 7500 ASTRO 25 SOFTWARE
5	B1933	MOTOROLA VOICE PROCESSOR MODULE
5	CA01642AA	ADD: MCC 7500 BASIC CONSOLE FUNCTIONALITY SOFTWARE LICENSE
5	CA01644AA	ADD: MCC 7500 /MCC 7100 ADV CONVL OPERATION
5	CA01643AA	ADD: MCC 7500 / MCC 7100 TRUNKING OPERATION
5	CA00140AA	ADD: AC LINE CORD, NORTH AMERICAN
5	CA00147AF	ADD: MCC 7500 SECURE OPERATION
5	CA00143AC	ADD: DES-OFB ALGORITHM

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to the restrictions on the cover page.

QTY	NOMENCLATURE	DESCRIPTION
5	CA00182AB	ADD: AES ALGORITHM
5	DSTG221	TECH GLOBAL EVOLUTION SERIES 22INCH NON TOUCH
5	TT2833	COMPUTER, Z440 WORKSTATION WINDOWS 7 (NON RETURNABLE)
5	T7449	WINDOWS SUPPLEMENTAL TRANS CONFIG
10	B1912	MCC SERIES DESKTOP SPEAKER
5	B1914	MCC SERIES DESKTOP GOOSENECK MICROPHONE
5	B1913	MCC SERIES HEADSET JACK
5	RLN6098	HDST MODULE BASE W/PTT, 15' CBL
10	RMN5078B	SUPRAPLUS NC SINGLE MUFF HEADSET
5	DSTWIN6328A	PROVIDES ONE DUAL PEDAL FOOTSWITCH FOR USE WITH MOTOROLA MCC 7500 DISP
5	T7885	MCAFEE WINDOWS AV CLIENT
5	DDN2090	DUAL IRR SW USB HASP W LICENSE, SOUND CARD, & SPKRS (V47)
2	CLN1856	2620-24 ETHERNET SWITCH
2	SQM01SUM0205	GGM 8000 GATEWAY
2	CA01616AA	ADD: AC POWER
1	F4543	SITE MANAGER BASIC
1	VA00874	ADD: AUX I-O SERV FW CURR ASTRO REL
1	V266	ADD: 90VAC TO 260VAC PS TO SM
3	V592	AAD TERM BLCK & CONN WI
1	T7038	GCP 8000 SITE CONTROLLER
1	CA00303AA	ADD: QTY (1) SITE CONTROLLER
1	X153AW	ADD: RACK MOUNT HARDWARE
1	CA01136AA	MCC 7500 CONVEN SITE OPER
1	SQM01SUM0205	GGM 8000 GATEWAY
1	CA01616AA	ADD: AC POWER
1	CA02086AA	ADD: HIGH DENSITY ENH CONV GATEWAY
1	B1933	MOTOROLA VOICE PROCESSOR MODULE
1	CA00288AB	ADD: MCC 7500 ARCHIVING INTERFACE SERVER SOFTWARE LICENSE
1	CA00140AA	ADD: AC LINE CORD, NORTH AMERICAN
1	CA00147AF	ADD: MCC 7500 SECURE OPERATION
1	CA00182AB	ADD: AES ALGORITHM
1	CA00143AC	ADD: DES-OFB ALGORITHM
1	T7885	MCAFEE WINDOWS AV CLIENT
1	TT2833	COMPUTER, Z440 WORKSTATION WINDOWS 7 (NON RETURNABLE)
1	DDN9748	19 INCH BLACK SHELF
1	T7449	WINDOWS SUPPLEMENTAL TRANS CONFIG
1	DSB020U0819IP	NETDIRECTOR 19IN CONSOLE KVM WIITH BUILT-IN IP ACCESS - 8 PORT
1	DSB019000	TWO-POST RACKMOUNT BRACKET FOR B021 AND B020 SERIES KVM SWITCH CONSOLE

QTY	NOMENCLATURE	DESCRIPTION
2	DSP778006	CABLE, KVM USB-PS2 COMBO KIT FOR B020/22-U08/16 SERIES SWITCHES 6 FT
1	T8126	FORTINET FIREWALL APPLIANCE
1	CLN1856	2620-24 ETHERNET SWITCH
1	THN1012	RACK 7' OPEN
1	DS11011188	PDU, 120/240 SPLIT PH OR N+1 REDUNDANT, 60A MAX PER PHASE, SIX DEDICAT
6	DS3750296	BREAKER, 10 AMP, CB UL 489 LISTED FOR AC EDGE II
6	DS3750297	BREAKER, 15 AMP, CB UL 489 LISTED FOR AC EDGE II
1	BLN6200	AC POWER STRIP, 6 OUTLET
1	T7537	KVL 4000 KEYLOADER
1	U239AD	ADD: ASTRO 25 MODE
1	X795AJ	ADD: ASN MODE
1	CA01598AA	ADD: AC LINE CORD US
1	CA00182AP	ADD: AES ENCRYPTION SOFTWARE
1	X423AF	ADD: DES/DES-XL/DES-OFB ENCRYPTION
1	C543	ADD: CABLE FOR RNC, DIU, MGEG
1	CA01603AA	ADD: USB COMM/CHARGE CABLE W/ CUP
1	C724	CABLE, KEYLOAD
1	C725AA	ADD: KEYLOAD CABLE FOR APX PORTABLE
1	HKN6182	KEYLOADING CABLE ADAPTER (GCAI)
1	TRN7414	CBL ADAPTER SPECTRA/SPECTRO
1	TKN8531C	CABLE FOR RNC, DIU MGEG
1	T7140	G-SERIES SOFTWARE UPGRADE
9	CA01116AA	ADD: SITE REPEATER BR SW UPGRADE
2	CA02212BA	ADD: SITE RPTR SC SW UPGRD VOICE
1	T7140	G-SERIES SOFTWARE UPGRADE
4	CA01116AA	ADD: SITE REPEATER BR SW UPGRADE
2	CA02212BA	ADD: SITE RPTR SC SW UPGRD VOICE
8	DS2750050000	RICI-T1 FAST ETHERNET TO T1 W/ EXTENDED TEMPERATURE RANGE
4	DS1900640000	RM-33-2: RACK MOUNT KIT FOR ONE OR TWO UNITS
1	T7776	ISSI 8000 / CSSI 8000 UPGRAGE Software Licenses
1	UA00004AA	ADD: ISSI Manual Roaming License
1	DLN6972	FRU: DL380 G9 POWER SUPPLY
1	DLN6970	FRU: DL380 G9 HARD DRIVE
1	DLN6973	FRU: DL380 G9 FAN
1	DLN6971	FRU: DL380 G9 DVD DRIVE
1	DLN6880	DAS - CHASSIS ONLY
1	DLN6878	DAS - 600 GB SAS HARD DRIVE
1	DLN6978	FRU: DOTHILL 4524 RAID I/O CONTROLLER MODULE
1	DLN6867	DAS POWER SUPPLY

QTY	NOMENCLATURE	DESCRIPTION
1	CKN6967	CABLE, DATA,MINI-SAS TO MINI-SAS HD, LENGTH 1M
1	SQM01SUM0205	GGM 8000 GATEWAY
1	CA01616AA	ADD: AC POWER
1	CLN1856	2620-24 ETHERNET SWITCH
1	B1912	MCC SERIES DESKTOP SPEAKER
1	B1914	MCC SERIES DESKTOP GOOSENECK MICROPHONE
1	B1913	MCC SERIES HEADSET JACK
1	DSTWIN6328A	PROVIDES ONE DUAL PEDAL FOOTSWITCH FOR USE WITH MOTOROLA MCC 7500 DISP
1	TT2833	COMPUTER, Z440 WORKSTATION WINDOWS 7 (NON RETURNABLE)
1	SQM01SUM0205	GGM 8000 GATEWAY
1	CA01616AA	ADD: AC POWER
1	CA02086AA	ADD: HIGH DENSITY ENH CONV GATEWAY
1	DLN6966	FRU: GCP 8000/GCM 8000/GPB 8000
1	DLN6781	FRU: POWER SUPPLY
1	DLN6898	FRU: FAN MODULE
1	B1934	MCC 7500 VOICE PROCESSOR MODULE FRU
1	CA00147AF	ADD: MCC 7500 SECURE OPERATION
1	CA00245AA	ADD: ADP ALGORITHM
1	CA00143AC	ADD: DES-OFB ALGORITHM
1	01009513003	POWER SUPPLY ADAPTOR,PWR SPLY 108W AC INP 12VDC OUT
1	30009351001	DC CABLE ASSY
1	3082933N08	GR500 AC POWER CORD
1	DS2750050000	RICI-T1 FAST ETHERNET TO T1 W/ EXTENDED TEMPERATURE RANGE

Radio Site Channel Addition Equipment List

QTY	NOMENCLATURE	DESCRIPTION
1	T7071	GTR 8000 EXPANDABLE SITE SUB-SYSTEM CHANNEL ADDITION UPGRADE
1	CA00855AA	ADD: 700/800 MHZ
1	X301AE	ADD: QTY (1) GTR 8000 BASE RADIO
1	X591AE	ENH: ASTRO 25 SITE REPEATER SW

SECTION 4

STATEMENT OF WORK

4.1 OVERVIEW

This Statement of Work (SOW) describes the deliverables to be furnished to City of Joplin. The tasks described herein will be performed by Motorola, its subcontractors, and City of Joplin to implement the solution described in the System Description. It describes the actual work involved in installation, identifies the installation standards to be followed, and clarifies the responsibilities for both Motorola and Customer during the project implementation. Specifically, this SOW provides:

- A summary of the phases and tasks to be completed within the project lifecycle.
- A list of the deliverables associated with the project.
- A description of the responsibilities for both Motorola and Customer.
- The qualifications and assumptions taken into consideration during the development of this project.

This SOW provides the most current understanding of the work required by both parties to ensure a successful project implementation. In particular, Motorola has made assumptions of the sites to be used for the new system. Should any of the sites change, a revision to the SOW and associated pricing will be required. It is understood that this SOW is a working document, and that it will be revised as needed to incorporate any changes associated with contract negotiations, Contract Design Review (CDR), and any other change orders that may occur during the execution of the project.

4.2 ASSUMPTIONS

Motorola has based the system design on information provided by City of Joplin and an analysis of their system requirements. All assumptions have been listed below for review. Should Motorola's assumptions be deemed incorrect or not agreeable to City of Joplin, a revised proposal with the necessary changes and adjusted costs may be required. Changes to the equipment or scope of the project after contract may require a change order

- User training is not required.
- Site development is not required.
- If necessary, City of Joplin will work with existing logging recorder vendor to ensure proper operation and integration with the Motorola supplied AIS.
- All work is to be performed during normal work hours, Monday through Friday 8:00 a.m. to 5:00 p.m., State holidays excluded.

4.3 CONTRACT

4.3.1 Contract Award (Milestone)

- The Customer and Motorola execute the contract and both parties receive all the necessary documentation.

4.3.2 Contract Administration

Motorola Responsibilities:

- Assign a Project Manager, as the single point of contact with authority to make project decisions.
- Assign resources necessary for project implementation.
- Set up the project in the Motorola information system.
- Schedule the project kickoff meeting with the Customer.

Customer Responsibilities:

- Assign a Project Manager, or similar single point of contact responsible for Customer-signed approvals.
- Assign other resources necessary to ensure completion of project tasks for which City of Joplin is responsible.

Completion Criteria:

- Motorola internal processes are set up for project management.
- Both Motorola and City of Joplin assign all required resources.
- Project kickoff meeting is scheduled.

4.3.3 Project Kickoff

Motorola Responsibilities:

- Conduct a project kickoff meeting during the CDR phase of the project.
- Ensure key project team participants attend the meeting.
- Introduce all project participants attending the meeting.
- Review the roles of the project participants to identify communication flows and decision-making authority between project participants.
- Review the overall project scope and objectives with City of Joplin.
- Review the resource and scheduling requirements with City of Joplin.
- Review the Project Schedule with City of Joplin to address upcoming milestones and/or events.
- Review the teams' interactions (Motorola and City of Joplin), meetings, reports, milestone acceptance, and City of Joplin's participation in particular phases.

Customer Responsibilities:

- City of Joplin's key project team participants attend the meeting.
- Review Motorola and Customer responsibilities.

Completion Criteria:

- Project kickoff meeting completed.
- Meeting notes identify the next action items.

4.4 PROJECT ADMINISTRATION

4.4.1 Project Status Meetings

Motorola Responsibilities:

- Once a month, Motorola Project Manager, or designee, will attend all project status meetings with City of Joplin, as determined during the CDR.

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- Record the meeting minutes and supply the report.
- The agenda will include the following:
  - Overall project status compared to the Project Schedule.
  - Product or service related issues that may affect the Project Schedule.
  - Status of the action items and the responsibilities associated with them, in accordance with the Project Schedule.
  - Any miscellaneous concerns of either City of Joplin or Motorola.

Customer Responsibilities:

- Attend meetings.
- Respond to issues in a timely manner.

Completion Criteria:

- Completion of the meetings and submission of meeting minutes.

4.4.2 Progress Milestone Submittal

Motorola Responsibilities:

- Submit progress (non-payment) milestone completion certificate/documentation.

Customer Responsibilities:

- Approve milestone, which will signify confirmation of completion of the work associated with the scheduled task.

Completion Criteria:

- City of Joplin approval of the Milestone Completion document(s).

4.5 CONTRACT DESIGN REVIEW

4.5.1 Review Contract Design

Motorola Responsibilities:

- Meet with City of Joplin project team.
- Review the operational requirements and the impact of those requirements on various equipment configurations.
- Establish a defined baseline for the system design and identify any special product requirements and their impact on system implementation.
- Review the System Design, Statement of Work, Project Schedule, and Acceptance Test Plans, and update the contract documents accordingly.
- Discuss the proposed Cutover Plan and methods to document a detailed procedure.
- Submit design documents to City of Joplin for approval. These documents form the basis of the system, which Motorola will manufacture, assemble, stage, and install.
- Prepare equipment layout plans for staging.
- Provide minimum acceptable performance specifications for microwave, fiber, or copper links.
- Establish demarcation point (supplied by the Motorola system engineer) to define the connection point between the Motorola-supplied equipment and City of Joplin-supplied link(s) and external interfaces. (if City of Joplin is responsible for supplying links)
- If necessary, advise city of Joplin on site development plan.

- Conduct site evaluations to capture site details of the system design and to determine site readiness.
- Determine each site's ability to accommodate proposed equipment based upon physical capacity.
- Prepare Site Evaluation Report that summarizes findings of above-described site evaluations.
- If, for any reason, any of the proposed sites cannot be utilized due to reasons beyond Motorola's control, the costs associated with site changes or delays including, but not limited to, re-engineering, site zoning, site permitting, schedule delays, site abnormalities, re-mobilization, etc., will be paid for by City of Joplin and documented through the change order process.

Customer Responsibilities:

- City of Joplin's key project team participants attend the meeting.
- Make timely decisions, according to the Project Schedule.

Completion Criteria:

- Complete Design Documentation, which may include updated System Description, Equipment List, system drawings, or other documents applicable to the project.
- Incorporate any deviations from the proposed system into the contract documents accordingly.
- The system design is "frozen" in preparation for subsequent project phases such as Order Processing and Manufacturing.
- A Change Order is executed in accordance with all material changes resulting from the Design Review to the contract.

4.6 CHANGE ORDER PROCESS

- Either Party may request changes within the general scope of this Agreement. If a requested change causes an increase or decrease in the cost, change in system configuration or adds time to the project's timeline required to perform this Agreement, the Parties will agree to an equitable adjustment of the Contract Price, Performance Schedule, or both, and will reflect the adjustment in a change order. Neither Party is obligated to perform requested changes unless both Parties execute a written change order.

Example - Change Order Form



Microsoft Office
Word 97 - 2003 Docu

4.7 ORDER PROCESSING

4.7.1 Process Equipment List

Motorola Responsibilities:

- Validate Equipment List by checking for valid model numbers, versions, compatible options to main equipment, and delivery data.
- Enter order into Motorola's Customer Order Fulfillment (COF) system.

- Create Ship Views, to confirm with City of Joplin the secure storage location(s) to which the equipment will ship. Ship Views are the mailing labels that carry complete equipment shipping information, which direct the timing, method of shipment, and ship path for ultimate destination receipt.
- Create equipment orders.
- Reconcile the equipment list(s) to the Contract.
- Procure third-party equipment if applicable.

Customer Responsibilities:

- Approve shipping location(s).
- Complete and provide Tax Certificate information verifying tax status of shipping location.

Completion Criteria:

- Verify that the Equipment List contains the correct model numbers, version, options, and delivery data.
- Trial validation completed.
- Bridge the equipment order to the manufacturing facility.

4.8 MANUFACTURING AND STAGING

4.8.1 Manufacture Motorola Fixed Network Equipment

Motorola Responsibilities:

- Manufacture the Fixed Network Equipment (FNE) necessary for the system based on equipment order.

Customer Responsibilities:

- None.

Completion Criteria:

- FNE shipped to either the field or the staging facility.

4.8.2 Manufacture Non-Motorola Equipment

Motorola Responsibilities:

- Procure non-Motorola equipment necessary for the system based on equipment order.

Customer Responsibilities:

- None.

Completion Criteria:

- Ship non-Motorola manufactured equipment to the field and/or the staging facility.

4.8.3 Ship to Staging (Milestone)

- Ship all equipment needed for staging to Motorola's factory staging facility in E, Illinois [Customer Center for Solutions Integration (CCSi)].

4.8.4 Stage System

Motorola Responsibilities:

- Set up and rack the system equipment on a site-by-site basis, as it will be configured in the field at each of the transmitter/receiver sites.
- Cut and label cables according to the approved CDR documentation.
- Label the cables with to/from information to specify interconnection for field installation and future servicing needs.
- Complete the cabling/connecting of the subsystems to each other ("connectorization" of the subsystems).
- Assemble required subsystems to assure system functionality.
- Power up, program, and test all staged equipment.
- Confirm system configuration and software compatibility to the existing system.
- Load application parameters on all equipment according to input from Systems Engineering.
- Complete programming of the Fixed Network Equipment.
- Program the approved templates into a radio-programming template tool.
- Complete programming of sample Subscriber units.
- Inventory the equipment with serial numbers and installation references.
- Complete system documentation.
- Third party subsystems may be staged at the manufacturer's facilities and integrated in the field.
- Provide a Factory Acceptance Test Plan.

Customer Responsibilities:

- Provide information on existing system interfaces as may be required.
- Provide information on room layouts or other information necessary for the assembly to meet field conditions.
- Review and approve proposed Factory Acceptance Test Plan.

Completion Criteria:

- System staging completed and ready for testing.

4.8.5 Perform Staging Acceptance Test Procedures

Motorola Responsibilities:

- Test and validate system software and features.
- Functional testing of standard system features.
- Conduct site and system level testing.
- Power-up site equipment and perform standardized functionality tests.
- Perform system burn-in 24 hours a day during staging to isolate and capture any defects.

Customer Responsibilities:

- None

Completion Criteria:

- System passes all staging test and results are documented.

4.8.6 Ship Equipment to Field

Motorola Responsibilities:

- Pack system for shipment to final destination.
- Arrange for shipment to the field.

Customer Responsibilities:

- None.

Completion Criteria:

- Equipment ready for shipment to the field.

4.8.7 CCSi Ship Acceptance (Milestone)

- All equipment shipped to the field.

4.9 DEVELOP FLEETMAP

Motorola Responsibilities:

- Schedule required meeting(s) with the appropriate Customer representative(s)/agency(ies).
- Meet with City of Joplin's user groups.
- Provide details on the features and functionality of the Motorola equipment/system.
- Work with City of Joplin and participating agency(ies) to develop and obtain approval of the fleetmap for the system.
- Program the infrastructure equipment, subscribers, terminals, and any other radio system FNE, based on fleetmap.
- Any changes requested by City of Joplin, after approval of fleetmap and template definitions, will require updating the contract documents accordingly.
- Provide guidelines for development of fleetmap to customer on projects where subscriber units are being purchased/reprogrammed outside the scope of this project.

Customer Responsibilities:

- Designate a representative for the user groups, to make timely decisions on their behalf.
- Identify City of Joplin's System Manager who will set up a "steering" committee consisting of various members from user groups.
- The System Manager, with the help of the steering committee, will be responsible for setting standardized system management and operational policies (SOP) that will apply to all users.
- A sample of SOP committee decisions includes:
  - User Access Management Protocol
  - User Database Management Protocol
  - System Security Protocol
  - Subscriber Radio Standards
- Configure, Manage, and Control the Fleetmap Database.
  - User group reviews its radio standard operational policies and then determines what modifications will be required, if any.
  - Create a "Console Dispatch and Radio Programming Policy" to decide how each Subscriber group will operate on the system and what features will be activated.
  - User group representative(s) makes Fleetmap programming decisions.
- Complete the initial fleetmapping process prior to staging of the system.

Completion Criteria:

- Fleetmap requirements completed and approved by City of Joplin.

4.10 CIVIL WORK FOR CITY OF JOPLIN-PROVIDED FACILITIES

Motorola Responsibilities:

- Provide electrical requirements for each equipment rack to be installed in City of Joplin-provided facilities.
- Provide heat load for each equipment rack to be installed in City of Joplin-provided facilities.
- Extend customer provided electrical to Motorola equipment and terminate at the OP8 or Cabinet electric panel.

Customer Responsibilities:

- If applicable and based on local jurisdictional authority, City of Joplin will be responsible for any installation or up-grades of the Critical Operation Power Systems in order to comply with NFPA 70, Article 708.
- Secure site lease/ownership, zoning, permits, regulatory approvals, easements, power, and Telco connections.
- Provide clear and stable access to the sites for transporting electronics and other materials. Sufficient site access must be available for trucks to deliver materials under their own power and for personnel to move materials to the facility without assistance from special equipment.
- Supply adequately sized electrical service, backup power (UPS, generator, batteries, etc.) including the installation of conduit, circuit breakers, outlets, etc., at each equipment location.
- Provide AC power to the demarcation point(s) indicated in the documentation including the associated electrical service and wiring (conduit, circuit breakers, etc.).
- Provide adequate HVAC, grounding, lighting, cable routing, and surge protection (also, among existing and Motorola-provided equipment) based upon Motorola's Standards and Guidelines for Communication Sites (R56). Ceiling (minimum 9 feet) and cable tray heights (minimum 8 feet) in the equipment rooms in order to accommodate 7-foot, 6-inch equipment racks.
- Provide floor space and desk space for the System equipment at City of Joplin-provided facilities. Each rack shall be provided a minimum of 24-inch x 24-inch footprint with 36-inch clearance in the front and back.
- Bring grounding system up to Motorola's R56 standards and supply a single point system ground, of 5 ohms or less, to be used on all FNE supplied under the Contract. Supply grounding tie point within 10 feet from the Motorola-supplied equipment.
- Provide obstruction-free area for the cable run between the demarcation point and the communications equipment.
- Resolve any environmental issues including, but not limited to, asbestos, structural integrity (rooftop, water tank, tower, etc.) of the site, and any other building risks. (Resolve environmental or hazardous material issues).
- Supply all permits as contractually required.
- Supply interior building cable trays, raceways, conduits, and wire supports.
- Supply engineering and drafting as required for modifications to existing building drawings for site construction.
- Pay for usage costs of power and generator fueling, both during the construction and installation effort, and on an ongoing basis.
- Complete all customer deliverables in accordance within the approved project schedule.

Completion Criteria:

- All sites are ready for equipment installations in compliance with Motorola's R56 standards.

4.11 SYSTEM INSTALLATION

4.11.1 Install Fixed Network Equipment

Motorola Responsibilities:

- Motorola will be responsible for the installation of all fixed equipment contained in the equipment list and outlined in the System Description based upon the agreed to floor plans, at the sites where the physical facility improvement is complete and the site is ready for installation. All equipment will be properly secured to the floor and installed in a neat and professional manner, employing a standard of workmanship consistent with its own R-56 installation standards and in compliance with applicable National Electrical Code (NEC), EIA, Federal Aviation Administration (FAA) and FCC standards and regulations.
- For installation of the fixed equipment at the various sites, Motorola will furnish all cables needed to connect the Motorola supplied equipment to the power panels or receptacles and the audio/control line connection point.
- During field installation of the equipment, any required changes to the installation will be noted and assembled with the final 'as-built' documentation of the system.
- Receive and inventory all equipment.
- Bond the supplied equipment to the site ground system in accordance with Motorola's R56 standards.
- Remove existing equipment after successful system cutover and leave on site at City of Joplin location. *Upon City of Joplin's request Motorola will be please to provide a quote for the additional costs to transport decommissioned equipment to a local City of Joplin owned/leased/ maintained storage facility. Alternatively, Motorola will be please to provide a quote for the additional costs to dispose of the decommissioned equipment in an environmentally responsible manner.*

Customer Responsibilities:

- Provide access to the sites, as necessary.
- Provide secure onsite and/or local storage for equipment after staging has been completed.

Completion Criteria:

- Fixed Network Equipment installation completed and ready for optimization.

4.11.2 Fixed Network Equipment Installation Complete

- All fixed network equipment installed and accepted by City of Joplin.

4.11.3 Console Installation

Motorola Responsibilities:

- Install the console in the space provided by City of Joplin.
- Connect City of Joplin-supplied, previously-identified circuits into the console, to a demarcation point located within 25 feet of the console interface.

- Terminate the audio outputs for the logged talkgroups onto a punchblock, and then terminate these outputs into the logging recorder.
- Install a dedicated Local Area Network (LAN) at each dispatch center to connect the proposed console positions.
- Connect the appropriate equipment to City of Joplin-supplied ground system in accordance with Motorola's R56 Site Installation standards.
- Perform the console programming, based on the console templates designed during the fleetmapping process.

Customer Responsibilities:

- Provide demarcation point located within 25 feet of the console interface.

Completion Criteria:

- Console installation is complete.

4.11.4 Console Installation Complete

- Console installation completed and accepted by City of Joplin.

4.11.5 System Installation Acceptance (Milestone)

- All equipment installations are completed and accepted by City of Joplin.

4.12 SYSTEM OPTIMIZATION

4.12.1 Optimize System FNE

Motorola Responsibilities:

- Verify that all equipment is operating properly and that all electrical and signal levels are set accurately.
- Verify that all audio and data levels are at factory settings.
- Verify communication interfaces between devices for proper operation.
- Test features and functionality are in accordance with manufacturers' specifications and that they comply with the final configuration established during the CDR/system staging.
- Test and optimize the simulcast system.
- Install and integrate the RF sites with the system, then optimize and activate the SmartZone controller.
- Integrate the consoles and RF sites into the system to ensure proper operation.
- Set up the consoles on the radio system to perform the dispatching operation.

Customer Responsibilities:

- Provide access/escort to the sites.
- Provide required radio ID and alias information to enable alias database setup for interface to console.

Completion Criteria:

- System FNE optimization is complete.

4.12.2 Link Verification

Motorola Responsibilities:

- Perform test to verify site link performance, prior to the interconnection of the Motorola-supplied equipment to the link equipment.

Customer Responsibilities:

- Make available the required links which meet the specifications supplied by Motorola at the CDR.

Completion Criteria:

- Link verification successfully completed.

4.12.3 Optimization Complete

- System optimization is completed. Motorola and City of Joplin agree that the equipment is ready for acceptance testing.

4.13 AUDIT AND ACCEPTANCE TESTING

4.13.1 Perform R56 Installation Audit

Motorola Responsibilities:

- Perform R56 site-installation quality audits, verifying proper physical installation and operational configurations.
- Create site evaluation report to verify site meets or exceeds requirements, as defined in Motorola's Standards and Guidelines for Communication Sites (R56).

Customer Responsibilities:

- Provide access/escort to the sites.
- Witness tests. (if desired)

Completion Criteria:

- All R56 audits completed successfully.

4.13.2 Perform Functional Testing

Motorola Responsibilities:

- Verify the operational functionality and features of the individual subsystems and the system supplied by Motorola, as contracted.
- If any test contractually described fails, resolve the source of the failure, repeat that particular test to determine that the corrective action has been successful.
- Document the results of the acceptance tests and present to City of Joplin for review.

Customer Responsibilities:

- Witness the functional testing.

Completion Criteria:

- Successful completion of the functional testing.
- Customer approval of the functional testing.

4.14 TRAINING

4.14.1 Perform Training

Motorola Responsibilities:

- Finalize training schedules purchased as part of this project with City of Joplin Project Manager.
- Conduct the training classes outlined in the Training Plan below.

Customer Responsibilities:

- Attend training classes in the order listed below

First course in series:

Course Title	Astro 25 IV & D System Overview with L Core
Training Type	Online Self Paced
Target Audience	Radio System Administrators and Technicians
Number of Sessions	One (1)
Duration	Online Self Paced
Location	City of Joplin
Number of Attendees Quoted	Two (2)

Second course in series:

Course Title	Astro 25 IV & D Introduction to Radio System Management Applications
Training Type	Online Self Paced
Target Audience	Radio System Administrators and Technicians
Number of Sessions	One (1)
Duration	Online Self Paced
Location	City of Joplin
Number of Attendees Quoted	Two (2)

Last course in series:

Course Title	Astro 25 IV & D Radio System Administrator Workshop
Training Type	Instructor Led
Target Audience	Radio System Administrators and Technicians

Course Title	Astro 25 IV & D Radio System Administrator Workshop
Number of Sessions	One (1)
Duration	4.5 Days (36 Hours) per Session
Location	Motorola Worldwide Learning Services, Schaumburg, Illinois
Number of Attendees Quoted	Two (2)

Completion Criteria:

- All training classes completed
- Participant should be able to carry out administrative tasks in the Astro 25 IV&D system such as:
  - Provisioning subscribers and talkgroups
  - Generating historical reports
  - Controlling deployed subscribers and managing network element configurations
  - Factors of system configuration that impact Astro 25 system management

4.15 FINALIZE

4.15.1 Cutover

Motorola Responsibilities:

- Motorola and City of Joplin develop a mutually agreed upon cutover plan based upon discussions held during the CDR.
- During cutover, follow the written plan and implement the defined contingencies, as required.
- Conduct cutover meeting(s) with user group representatives to address both how to mitigate technical and communication problem impact to the users during cutover and during the general operation of the system.

Customer Responsibilities:

- Attend cutover meetings and approve the cutover plan.
- Notify the user group(s) affected by the cutover (date and time).
- Provide Motorola with the subscriber information for input into the system database, for activation.
- Ensure that all subscribers are operating on new system prior to old system being removed.

Completion Criteria:

- Successful migration from the old system to the new system.

4.15.2 Resolve Punchlist

Motorola Responsibilities:

- Work with City of Joplin to resolve punchlist items, documented during the Acceptance Testing phase, in order to meet all the criteria for final system acceptance.

Customer Responsibilities:

- Assist Motorola with resolution of identified punchlist items by providing support, such as access to the sites, equipment and system, and approval of the resolved punchlist item(s).

Completion Criteria:

- All punchlist items resolved and approved by City of Joplin.

4.15.3 Transition to Service/Project Transition Certificate

Motorola Responsibilities:

- Review the items necessary for transitioning the project to warranty support and service.
- Provide a Customer Support Plan detailing the warranty and post-warranty support, if applicable, associated with the Contract equipment.

Customer Responsibilities:

- Participate in the Transition Service/Project Transition Certificate (PTC) process.

Completion Criteria:

- All service information has been delivered and approved by City of Joplin.

4.15.4 Finalize Documentation

Motorola Responsibilities:

- Provide an electronic as-built system manual on a Compact Disc (CD). The documentation will include the following:
  - System-Level Diagram
  - Site Equipment Rack Configurations
  - Functional Acceptance Test Plan Test Sheets and Results
  - Equipment Inventory List
  - Console Programming Template

Drawings are created utilizing AutoCAD design software and will be delivered in Adobe PDF format. All other system manual documents converted from native format to Adobe PDF format to be included on the System Manual CD.

- Provide two (2) console operator manuals.

Customer Responsibilities:

- Receive and approve all documentation provided by Motorola.

Completion Criteria:

- All required documentation is provided and approved by City of Joplin.

4.15.5 Final Acceptance (Milestone)

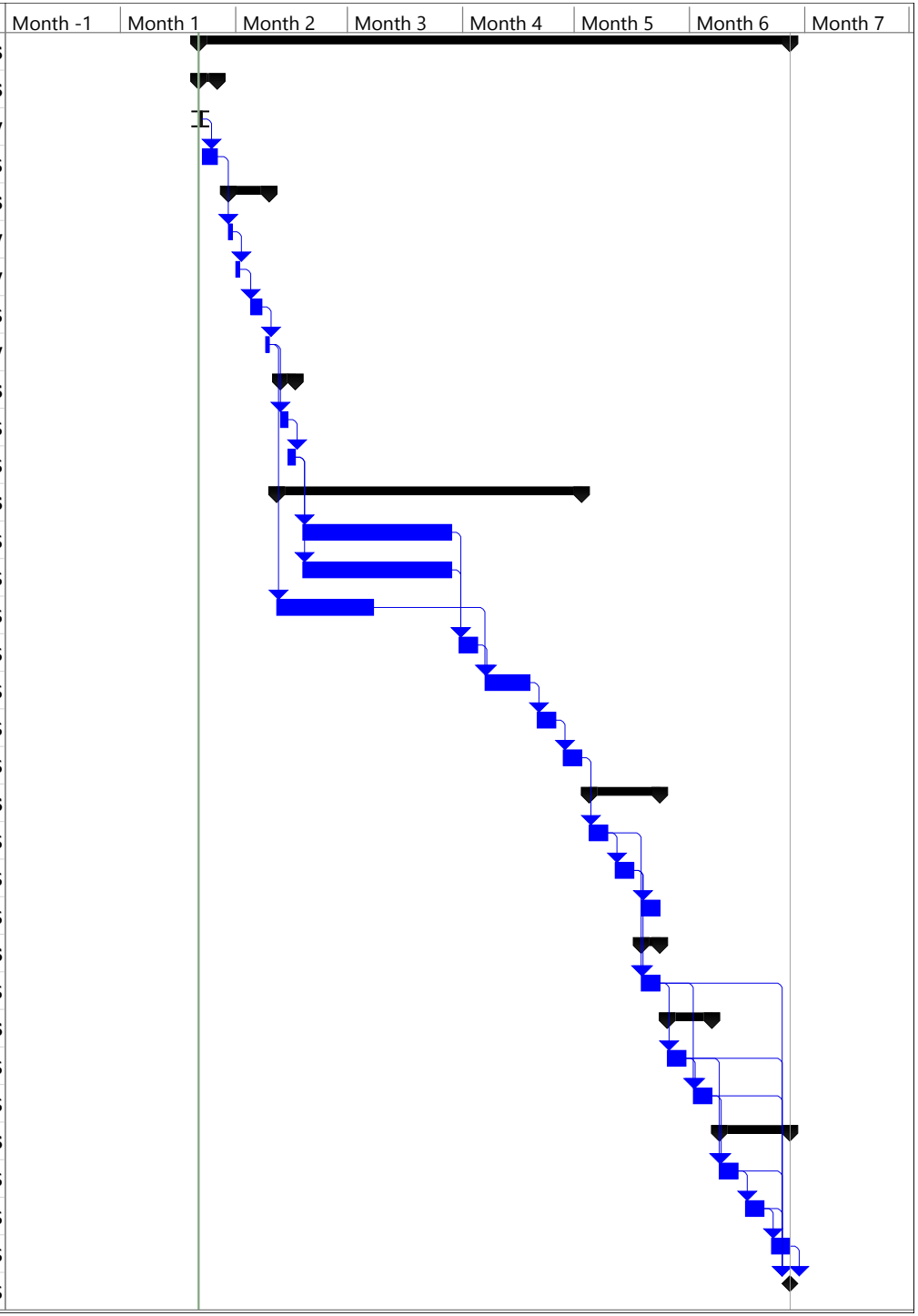
- All deliverables completed, as contractually required.
- Final System Acceptance received from City of Joplin.

SECTION 5

PROJECT SCHEDULE

Project Schedule is included on the pages that follow.

ID	Task Name	Duration
1	**City of Joplin System Upgrade**	**115 days**
2	**Contract**	**5 days**
3	City of Joplin and Motorola enter into an agreement	1 day
4	Motorola Contract Administration	4 days
5	**Design Review**	**9 days**
6	Project Kickoff with City of Joplin and Motorola Team	1 day
7	Design Review	1 day
8	Design Revisions/Updates (if Necessary)	3 days
9	Design Approval	1 day
10	**Order Fulfillment**	**4 days**
11	Equipment List(s) Processing and Trial Validation	2 days
12	Orders Bridged to Motorola Factory & Suppliers	2 days
13	**Manufacturing and Staging**	**60 days**
14	Motorola Equipment Manufacturing	30 days
15	Third Part Equipment Manufacturing	30 days
16	Develop Programming Configurations	20 days
17	Receive & Inventory Equipment at Motorola CCSi	5 days
18	Stage System	10 days
19	Perform Factory Acceptance Tests	5 days
20	Ship Equipment to Field Installer	5 days
21	**Installation, Programming and Optimization**	**15 days**
22	Install new operator positions at City of Joplin	5 days
23	Install L2 Core	5 days
24	Upgrade Site Controller and GTR Software	5 days
25	**Acceptance Testing**	**5 days**
26	Perform functional acceptance tests	5 days
27	**Cutover**	**10 days**
28	Begin dispatching using MCC 7500 Consoles	5 days
29	Remove decommissioned equipment	5 days
30	**Finalize**	**15 days**
31	Perform final inspections with City of Joplin	5 days
32	Punchlist Resolution (if Necessary)	5 days
33	Finalize as built documentation	5 days
34	Final System Acceptance	0 days



ACCEPTANCE TEST PLAN

6.1 WIDE AREA TRUNKING - FDMA ONLY SITES

6.1.1 Talkgroup Call

1. DESCRIPTION

The Talkgroup is the primary level of organization for communications on a trunked radio system. Radios with Talkgroup call capability will be able to communicate with other members of the same Talkgroup. This provides the effect of a private channel down to the Talkgroup level.
This test will demonstrate that a Talkgroup transmission initiated by a radio user will only be heard by system users, which have, the same Talkgroup selected. As with other types of calls, Talkgroup calls can take place from anywhere in the system.

SETUP

RADIO-1 - SITE 1 - TALKGROUP 1
RADIO-2 - SITE 2 - TALKGROUP 1
RADIO-3 - SITE 1 - TALKGROUP 2
RADIO-4 - SITE 2 - TALKGROUP 2

VERSION #1.040

2. TEST

Step 1. Initiate a Wide Area Call with RADIO-1 in TALKGROUP 1.

Step 2. Observe that only RADIO-2 will be able to monitor and respond to the call.

Step 3. Initiate a Wide Area Call with RADIO-3 in TALKGROUP 2.

Step 4. Observe that only RADIO-4 will be able to monitor and respond the call.

Pass____ Fail____

Use or disclosure of this proposal is subject to the restrictions on the cover page.

6.1.2 Secure Operation

1. DESCRIPTION

Digital encryption is used to scramble a transmission so only properly equipped and configured radios can monitor the conversation. A "Key" is used to encrypt the transmit audio. Only radios with the same "Key" can decrypt the audio and listen to it.

SETUP

RADIO-1 - TALKGROUP 1 (SECURE TX MODE)
RADIO-2 - TALKGROUP 1 (SECURE TX MODE)
RADIO-3 - TALKGROUP 1 (SECURE MODE and no, or incorrect key)
RADIO-4 - TALKGROUP 1 (Clear TX Mode)

Note: The identical secure mode must be programmed into RADIO-1, RADIO-2, RADIO-4 and that RADIO-3 has no secure code loaded or has a unique secure code from the other testing radios.

VERSION #1.020

2. TEST

Step 1. Initiate a secure wide area call with RADIO-1 on TALKGROUP 1. Keep this call in progress until instructed to end the call.

Step 2. Observe that RADIO-2 will be able to monitor the call.

Step 3. Observe that RADIO-3 does not receive the call.

Step 4. Observe that RADIO-4 will also receive the call even with the secure switch set to the non-secure mode of operation.

Step 5. End the call from RADIO-1.

Step 6. Respond with RADIO-2 and verify that RADIO-1 receives the response audio but RADIO-3 cannot.

Pass____ Fail____

Use or disclosure of this proposal is subject to the restrictions on the cover page.

6.1.3 Continuous Assignment Updating

1. DESCRIPTION

When a talkgroup is assigned a voice channel, the site controller continues to transmit the channel assignment on the control channel for the duration of the talkgroup call. Radios coming into use on the system are automatically sent to voice channels with conversations in progress involving their selected talkgroups.

SETUP

RADIO-1 - TALKGROUP 1
RADIO-2 - TALKGROUP 1
RADIO-3 - TALKGROUP 1

VERSION #1.010

2. TEST

Step 1. Turn OFF RADIO-1.

Step 2. Initiate a Talkgroup Call using RADIO-2 and verify RADIO-3 hears the audio.

Step 3. While the Talkgroup Call is in progress, turn ON RADIO-1.

Step 4. Observe RADIO-1, which was just brought back into service, joins the Talkgroup Call already in progress.

Step 5. End the talkgroup call.

Step 6. Switch RADIO-1 to another talkgroup.

Step 7. Initiate a Talkgroup Call from RADIO-2 to RADIO-3.

Step 8. While the Talkgroup Call is in progress, set RADIO-1 back to TALKGROUP 1.

Step 9. Observe that RADIO-1 joins the Talkgroup Call already in progress.

Pass____ Fail____

Use or disclosure of this proposal is subject to the restrictions on the cover page.

6.1.4 Call Alert

1. DESCRIPTION

Call Alert is a tone page that allows a user to selectively alert another radio unit. The initiating radio will receive notification from the trunked system as to whether or not the page was received by the target radio. Units receiving a Call Alert will sound an alert tone. As with other types of calls, Call Alerts can take place from anywhere in the system.

SETUP

RADIO-1 - TALKGROUP 1
RADIO-2 - TALKGROUP 2
RADIO-3 - TALKGROUP 3

VERSION #1.010

2. TEST

Step 1. Using RADIO-1, press the page button.

Step 2. Enter the unit ID of RADIO-2 with the keypad, or scroll to the location where this ID is stored

Step 3. Press the PTT to initiate the call alert. Verify that the RADIO-1 user receives audible indication that the Call Alert was sent.

Step 4. Verify that RADIO-2 user receives an audible indication of an incoming Call Alert was sent but RADIO-3 does not.

Step 5. Verify RADIO-1 gets an audible indication that the Call Alert was successfully received at the target radio.

Step 6. Turn off RADIO-2. Send a Call Alert from RADIO-1 to RADIO-2.

Step 7. Verify that the RADIO-1 user receives audible indication that the Call Alert was sent.

Step 8. Verify RADIO-1 receives a "No Acknowledgement" indication that the Call Alert was not received at the target radio.

Pass____ Fail____

Use or disclosure of this proposal is subject to the restrictions on the cover page.

6.1.5 Private Call

1. DESCRIPTION

Private Call is a selective calling feature that allows a radio user to carry on one-to-one conversation that is only heard by the 2 parties involved. Subscriber units receiving a private call will sound an alert tone. As with other types of calls, Private Calls can take place from anywhere in the system.

SETUP

RADIO-1 - TALKGROUP 1
RADIO-2 - TALKGROUP 1
RADIO-3 - TALKGROUP 1

VERSION #1.020

2. TEST

Step 1. Using RADIO-1, press the Private Call (Call) button.

Step 2. Enter the unit ID of RADIO-2 with the keypad, or scroll to the location where this ID is stored.

Step 3. Press the PTT to initiate the Private Call.

Step 4. Verify that RADIO-2 hears tones and the display indicates that a Private Call has been received, but RADIO-3 receives no indications.

Step 5. Answer the call at RADIO-2 by pressing the Private Call (Call)/Respond button. If RADIO-2 has a display, verify it shows the ID number or Alias of the calling unit.

Step 6. Press the PTT switch on RADIO-2 and respond to the Private Call. Note that if you do not press the Private Call button before pressing PTT, your audio will be heard by all members of the talkgroup, and not just by the radio initiating the Private Call.

Step 7. Verify that RADIO-2 can communicate with RADIO-1.

Step 8. Verify that RADIO-3 does not monitor the Private Call.

Step 9. End the Private Call by pressing the "home" key and return to normal talkgroup operation.

Pass____ Fail____

Use or disclosure of this proposal is subject to the restrictions on the cover page.

6.1.6 Busy Queuing and Callback with Ten Talkgroup Priority Levels

1. DESCRIPTION

If no voice channel resources are available, radios requesting channels for new conversations are placed in a queue. Users of the same priority will move through the queue in a FIFO (first in, first out) sequence; however, users of higher priority will be inserted ahead of lower priority users in queue. When a voice channel becomes available, the radio at the top of the busy queue gets a channel assignment and generates a callback tone. The callback tone alerts the user that a channel assignment was made and transmitting is now possible on the selected talkgroup. An Emergency Call has the highest priority at level 1. The highest assignable priority is 2 and 10 is the lowest.

NOTE: All radios and talkgroups should start with default priorities. Default is 10.

SETUP

RADIO-1 - TALKGROUP 1
RADIO-1 - SITE - SITE 1
RADIO-2 - TALKGROUP 6
RADIO-2 - SITE - SITE 1
RADIO-3 - TALKGROUP 3
RADIO-3 - SITE - SITE 1
RADIO-4 - TALKGROUP 6
RADIO-4 - SITE - Any Site

VERSION #1.020

2. TEST

Step 1. Simulate a busy system by disabling all channels at SITE 1 with the exception of the control channel and one voice channel.

Step 2. Verify the priority level for TALKGROUP 6's template as priority 9.

Step 3. Initiate a Talkgroup Call with RADIO-1. Keep this call in progress until instructed to end the call.

Step 4. Key RADIO-3 and observe that the radio receives a busy.

Step 5. Key RADIO-2 and observe that the radio receives a busy.

Step 6. End the Talkgroup Call established in Step 3.

Step 7. Observe RADIO-2 receives the first callback and can now make a call to RADIO-4 upon receipt of the callback indication.

Step 8. End the call between RADIO-2 and RADIO-4.

Step 9. Observe RADIO-3 now receives a callback and can make a call upon receipt of the callback indication.

Step 10. Return all the channels in the system to service.

Pass____ Fail____

Use or disclosure of this proposal is subject to the restrictions on the cover page.

6.1.7 Emergency Alarm and Call with Ruthless Preemption

1. DESCRIPTION

Users in life threatening situations can use the Emergency button on the radio to immediately send a signal to the dispatcher and be assigned the next available voice channel. An Emergency Call can be set to either Top of Queue or Ruthless Preemption operation. To demonstrate this, an Emergency Alarm and Call will be initiated from a subscriber which will be received by a subscriber, on the same talkgroup, affiliated at any site of any zone in the system.

NOTE : If the subscriber does not have the Display option, the Emergency ID will not be displayed. This test is not recommended for single site systems as RF contention will occur.

SETUP

RADIO-1 - TALKGROUP 5
RADIO-1 - SITE - SITE 1
RADIO-2 - TALKGROUP 5
RADIO-2 - SITE - SITE 2
RADIO-3 - TALKGROUP 2
RADIO-3 - SITE - SITE 1
RADIO-4 - TALKGROUP 2
RADIO-4 - SITE - SITE 2
CONSOLE-1 - TALKGROUP 5

VERSION #1.030

2. TEST

Step 1. Verify the emergency type for TALKGROUP 5's template is configured for Ruthless Preemption.

Step 2. Simulate a busy system by disabling all channels at SITE 1 with the exception of the control channel and one voice channel.

Step 3. Press the PTT on RADIO-4 to initiate a call on TALKGROUP 2 and hold the PTT switch until instructed to release. Verify RADIO-3 receives the call.

Step 4. Key RADIO-1 and verify the radio receives a busy tone. Release the PTT switch on RADIO-1.

Step 5. Using RADIO-1 send an Emergency Call by pressing the emergency switch and then the PTT switch.

Step 6. Observe that RADIO-1 is granted the channel immediately and the Talkgroup Call is dropped for RADIO-3. Verify an Emergency Alarm is displayed at CONSOLE-1 on TALKGROUP 5. Dekey RADIO-4.

Step 7. Key RADIO-3 and verify the radio receives a busy tone. Release the PTT switch on RADIO-3.

Step 8. End the Emergency Call by holding down the Emergency button on RADIO-1 until an alert tone sounds. Verify RADIO-1 returns to normal operation and that RADIO-3 receives a callback after the emergency hang time expires.

Step 9. Enable the disabled channels at SITE 1 to return the system to normal operation.

Pass____ Fail____

Use or disclosure of this proposal is subject to the restrictions on the cover page.

6.1.8 Emergency Alarm and Call with Top of Queue

1. DESCRIPTION

Users in life threatening situations can use the Emergency button on the radio to immediately send a signal to the dispatcher and be assigned the next available voice channel. An Emergency Call can be set to either Top of Queue or Ruthless Preemption operation. During an emergency call the Emergency ID will appear on the display of the subscribers. To demonstrate this, an Emergency Alarm and Call will be initiated from a subscriber which will be received by a subscriber on the same talkgroup, affiliated at any site of any zone in the system.

NOTE: If the subscriber does not have the Display option, the Emergency ID will not be displayed.

SETUP

RADIO-1 - TALKGROUP 1
RADIO-1 - SITE - SITE 1
RADIO-2 - TALKGROUP 1
RADIO-2 - SITE - Any Site
RADIO-3 - TALKGROUP 2
RADIO-3 - SITE - SITE 1
RADIO-4 - TALKGROUP 3
RADIO-4 - SITE - SITE 1

All radios and talkgroups should start with default priorities. Default is 10.

VERSION #1.010

2. TEST

Step 1. Verify the emergency type for TALKGROUP 1's template is set up as Top of Queue.

Step 2. Simulate a busy system by disabling all channels at SITE 1 with the exception of the control channel and one voice channel.

Step 3. Press the PTT to initiate a call with RADIO-3 and hold the PTT switch until instructed to release.

Step 4. Key RADIO-4 and verify the radio receives a busy tone. Release the PTT switch on RADIO-4.

Step 5. Using RADIO-1 send an Emergency Call by depressing the emergency switch and then the PTT switch.

Step 6. Observe that RADIO-1 cannot transmit due to the voice channel being busy.

Step 7. Release the PTT switch on RADIO-3.

Step 8. Observe that RADIO-1 receives the call back before RADIO-4 and is able to proceed with the call. Also observe that the display on RADIO-2 denotes an emergency and the unit ID or alias of RADIO-1.

Step 9. Dekey RADIO-1 and end the Emergency Call by holding down the Emergency button on RADIO-1 until an alert tone sounds. Verify RADIO-1 returns to normal operation and that RADIO-4 receives a callback.

Step 10. Return the system to normal operation by enabling all the channels at SITE 1.

Pass____ Fail____

Use or disclosure of this proposal is subject to the restrictions on the cover page.

6.1.9 Emergency Alarm and Call with Talkgroup Revert

1. DESCRIPTION

Users in life threatening situations can use the Emergency button on the radio to immediately send a signal to the dispatcher and be assigned the next available voice channel. An Emergency Call can be set to either Top of Queue or Ruthless Preemption operation. During an emergency call the Emergency ID will appear on the display of the subscribers. To demonstrate this, an Emergency Alarm and Call will be initiated from a subscriber which will be received by a subscriber affiliated at any site of any zone in the system.
This test will demonstrate a subscriber has the ability to revert to a specific talkgroup when an emergency is initiated. This is useful when the users have a designated talkgroup for handling emergencies. The revert talkgroup must be set in the subscriber via software.

NOTE: If the subscriber does not have the Display option, the Emergency ID will not be displayed.

SETUP

RADIO-1 - TALKGROUP 4
RADIO-2 - TALKGROUP 4
RADIO-3 - EMERGENCY TG

* EMERGENCY TG is the talkgroup programmed for emergency reverts.

VERSION #1.020

2. TEST

Step 1. Initiate a call on TALKGROUP 4 from RADIO-1 and verify RADIO-2 can hear the audio. Verify RADIO-3 does not hear the audio.

Step 2. Dekey RADIO-1.

Step 3. Using RADIO-1, send an Emergency Call by depressing the emergency switch and then the PTT switch.

Step 4. Observe the display on RADIO-3 denotes an emergency and the unit ID or alias of the unit sending the emergency and that RADIO-3 can hear RADIO-1's audio.

Step 5. In addition observe that RADIO-2 cannot hear RADIO-1's audio.

Step 6. Release the PTT switch on RADIO-1 and end the Emergency Call by holding down the Emergency button.

Pass____ Fail____

Use or disclosure of this proposal is subject to the restrictions on the cover page.

6.1.10 Priority Monitor/Priority Scan

1. DESCRIPTION

A subscriber unit can scan a pre-programmed list (in the radio) to find any Priority and Non-priority Talkgroups with assigned voice channels at that site. To demonstrate this, a call will be initiated from a portable at a remote site on a talkgroup monitored by a portable at the same site as the scanning radio. The scanning radio will scan from its selected talkgroup to the active talkgroup. The test will be repeated with an additional radio transmitting on the Priority Talkgroup while the scanning radio is scanning. This third radio will be on a remote site with a fourth radio on the Priority Talkgroup at the same site as the scanning radio.

SETUP

RADIO-1 - TALKGROUP 1 (SCANNING)
RADIO-1 - SITE - SITE 1
RADIO-2 - TALKGROUP 1
RADIO-2 - SITE - SITE 1
RADIO-3 - TALKGROUP 1
RADIO-3 - SITE - SITE 2
RADIO-4 - TALKGROUP 2
RADIO-4 - SITE - SITE 2
RADIO-5 - TALKGROUP 2
RADIO-5 - SITE - SITE 1

VERSION #1.010

2. TEST

Step 1. Verify that RADIO-1 is set to TALKGROUP 1 and in the scan mode of operation and programmed to scan TALKGROUP 1 and TALKGROUP 2 with TALKGROUP 1 as its Priority Monitor Talkgroup.

Step 2. Verify Priority Monitor and the Valid Site setting is set to yes for SITE 2.

Step 3. Initiate a Talkgroup Call with RADIO-4 to RADIO-5 and observe that RADIO-1 scans to the talkgroup and receives the call. Keep the call in progress until the completion of the following step.

Step 4. Initiate a Talkgroup Call with RADIO-3 and observe that RADIO-1 reverts to the TALKGROUP 1 and receives the call.

Pass____ Fail____

Use or disclosure of this proposal is subject to the restrictions on the cover page.

6.1.11 Site Trunking Indication

1. DESCRIPTION

When a remote site loses its link or does not have a link to the Zone Controller, the affected site will enter "Site Trunking" mode of operation. Radios locked onto this site will be serviced locally within this site's coverage area.

NOTE: If the subscriber does not have the Display option, the "Site Trunking" indication will not be displayed.

SETUP

RADIO-1 - TALKGROUP 1
RADIO-1 - SITE - SITE 1
RADIO-2 - TALKGROUP 2
RADIO-2 - SITE - SITE 1
Lock the subscribers to SITE 1 if more than one site exists on the system.

VERSION #1.010

2. TEST

Step 1. Place SITE 1 into the Site Trunking mode.

Step 2. Verify that RADIO-1 and RADIO-2 are displaying the "Site Trunking" indication.

Step 3. Return the site to Wide Area Trunking unless the next test requires Site Trunking.

Pass____ Fail____

Use or disclosure of this proposal is subject to the restrictions on the cover page.

6.1.12 Talkgroup Call

1. DESCRIPTION

When a site goes into Site Trunking, radios with Talkgroup Call capability will be able to communicate with other members of the same talkgroup at that same site. Members of the same talkgroup at other sites will not be able to monitor those conversations.

SETUP

RADIO-1 - TALKGROUP 1
RADIO-1 - SITE - SITE 1
RADIO-2 - TALKGROUP 1
RADIO-2 - SITE - SITE 1
RADIO-3 - TALKGROUP 1
RADIO-3 - SITE - SITE 2
RADIO-4 - TALKGROUP 1
RADIO-4 - SITE - SITE 2

Note: All Radios should be "Site Locked"

VERSION #1.010

2. TEST

Step 1. Place SITE 1 into the Site Trunking mode.

Step 2. Initiate a Talkgroup Call with RADIO-1 on TALKGROUP 1 at SITE 1.

Step 3. Observe that only RADIO-2 will be able to monitor and respond to the call. Note that RADIO-3 and RADIO-4 are not able this monitor the call since the site is not in wide area operation.

Step 4. Initiate a Talkgroup Call with RADIO-3 on TALKGROUP 1 at SITE 2.

Step 5. Observe that only RADIO-4 will be able to monitor and respond to the call.

Pass____ Fail____

Use or disclosure of this proposal is subject to the restrictions on the cover page.

6.1.13 Call Alert

1. DESCRIPTION

Call Alert is a tone page that allows a user to selectively alert another radio unit. When a site is in Site Trunking, Radios at the site will only be able to Call Alert other radios at the same site. The initiating radio will receive notification from the trunked system as to whether or not the page was received by the target radio.

SETUP

RADIO-1 - TALKGROUP 1
RADIO-1 - SITE - SITE 1
RADIO-2 - TALKGROUP 2
RADIO-2 - SITE - SITE 1

Note: All Radios should be "Site Locked"

VERSION #1.010

2. TEST

Step 1. Place SITE 1 into the Site Trunking mode.

Step 2. Using RADIO-1, press the page button.

Step 3. Enter the Unit ID of RADIO-2 with the keypad, or scroll to the location where this ID is stored.

Step 4. Press the PTT to initiate the Call Alert.

Step 5. Verify that RADIO-2 received the Call Alert.

Step 6. Exit the Call Alert mode and return to normal talkgroup mode.

Step 7. Return the site to Wide Area Trunking unless the next test requires Site Trunking.

Pass____ Fail____

Use or disclosure of this proposal is subject to the restrictions on the cover page.

6.1.14 Private Call

1. DESCRIPTION

Private Call is a selective calling feature that allows a dispatcher or radio user to carry on one-to-one conversation that is only heard by the 2 parties involved. When a site is in Site Trunking, Radios at the site will only be able to Private Call other radios at the same site.

SETUP

RADIO-1 - TALKGROUP 1
RADIO-1 - SITE - SITE 1
RADIO-2 - TALKGROUP 1
RADIO-2 - SITE - SITE 1
RADIO-3 - TALKGROUP 1
RADIO-3 - SITE - SITE 1

Note: All Radios should be "Site Locked"

VERSION #1.020

2. TEST

Step 1. Place SITE 1 into the Site Trunking mode.

Step 2. Using RADIO-1, press the Private Call button.

Step 3. Enter the Unit ID of RADIO-2 with the keypad, or scroll to the location where this ID is stored.

Step 4. Press the PTT to initiate the call.

Step 5. Verify that at RADIO-2 only tones are heard and the display indicates that a call has been received.

Step 6. Answer the call at RADIO-2 by pressing the Private Call/Respond button. Verify its display shows the ID number or alias of the calling unit.

Step 7. Press the PTT switch on RADIO-2 and respond to the call. Note that if you do not press the Private Call button before pressing PTT, your audio will be heard by all members of the talkgroup, and not by the radio initiating the Private Call.

Step 8. Verify only RADIO-1 hears the audio from RADIO-2.

Step 9. End the Private Call. Return the site to Wide Area Trunking unless the next test requires Site Trunking.

Pass____ Fail____

6.1.15 Site Trunking Roaming to Wide Area Sites

1. DESCRIPTION

Radios at a site that goes into Site Trunking will attempt to roam to a site in Wide Area Trunking so it is not stranded at a site with limited system resources available. The parameter used by the subcribers to to set a random timer which delays subscribers from flooding an adjacent site with registration requests is the Failure Random Holdoff Time (FRHOT). This is the maximum time the radio may wait before attempting to location register to a new site if the radio switches sites because of a site failure.
NOTE: This feature only works on a multi-site system.

SETUP

RADIO-1 - TALKGROUP 1
RADIO-1 - SITE - SITE 1
RADIO-2 - TALKGROUP 1
RADIO-2 - SITE - SITE 1

Note: All sites should be in Wide Area at the start of this test. All radios should NOT be "Site Locked". The subscribers should not be configured for "Always Preferred" for this site which would prevent the radios from roaming under site trunking conditions.

VERSION #1.010

2. TEST

Step 1. Set the Failure Random Holdoff Time (FRHOT) setting for SITE 1 to 1 minute. (This can be found in the Unified Network Configurator Wizard.)

Step 2. Initiate a Talkgroup Call between RADIO-1 and RADIO-2.

Step 3. Note the site that the radios are affiliated to.

Step 4. Place the site the radios are affiliated to into Site Trunking.

Step 5. Once RADIO-1 and RADIO-2 have roamed to a wide area site, initiate a Talkgroup Call between RADIO-1 and RADIO-2.

Step 6. Return the FRHOT timer to the original setting.

Step 7. Return the site to Wide Area Trunking unless the next test requires Site Trunking.

Pass____ Fail____

Use or disclosure of this proposal is subject to the restrictions on the cover page.

6.1.16 Busy Queuing and Callback

1. DESCRIPTION

If no voice channel resources are available, radios requesting channels for new conversations are placed in the busy queue. Users of the same priority will move through the queue in a FIFO (first in, first out) sequence. When a voice channel becomes available, the radio at the top of the busy queue gets a channel assignment and generates a callback tone. The callback alerts the user that a channel assignment was made and transmitting is now possible on the selected talkgroup.

SETUP

RADIO-1 - TALKGROUP 1
RADIO-1 - SITE - SITE 1
RADIO-2 - TALKGROUP 2
RADIO-2 - SITE - SITE 1
RADIO-3 - TALKGROUP 3
RADIO-3 - SITE - SITE 1
RADIO-4 - TALKGROUP 1
RADIO-4 - SITE - SITE 1

Note: All radios are "Site Locked."

VERSION #1.030

2. TEST

Step 1. Simulate a busy system by disabling all channels at SITE 1 with the exception of the control channel and one voice channel.

Step 2. Initiate a Talkgroup Call with RADIO-1 and observe that RADIO-4 receives the call. Keep this call in progress until instructed to end the call.

Step 3. Key RADIO-2 and observe that the radio receives a busy.

Step 4. Key RADIO-3 and observe that the radio receives a busy.

Step 5. End the Talkgroup Call established in Step 2.

Step 6. Observe that RADIO-2 receives a callback prior to RADIO-3 receiving a callback.

Step 7. Return the site to Wide Area Trunking unless the next test requires Site Trunking

Pass____ Fail____

Use or disclosure of this proposal is subject to the restrictions on the cover page.

6.1.17 Emergency Call and Alarm

1. DESCRIPTION

Emergency Alarms and Calls can be initiated by subscribers when the registered site is in Site Trunking. With all subscribers registered on a Site Trunking site, a subscriber will initiate an Emergency Alarm by pressing the Emergency button. By pressing the PTT, an Emergency Call will be issued and the ID of the initiator will be displayed with an Emergency indication by the other subscribers on the same talkgroup.

Note that for site trunking, Emergency Call operation is always Top of Queue.

SETUP

RADIO-1 - TALKGROUP 1
RADIO-1 - SITE - SITE 1
RADIO-2 - TALKGROUP 1
RADIO-2 - SITE - SITE 1
RADIO-3 - TALKGROUP 2
RADIO-3 - SITE - SITE 1
RADIO-4 - TALKGROUP 3
RADIO-4 - SITE - SITE 1

Note: All Radios should be "Site Locked"

VERSION #1.010

2. TEST

Step 1. Place SITE 1 into the Site Trunking mode.

Step 2. Simulate a busy system by disabling all channels at SITE 1 with the exception of the control channel and one voice channel.

Step 3. Press the PTT on RADIO-3 and hold the PTT switch until instructed to release.

Step 4. Key RADIO-4 and observe that the radio receives a busy.

Step 5. Using RADIO-1, initiate an emergency alarm followed by an emergency call.

Step 6. Observe that RADIO-1 cannot transmit due to the voice channel being busy.

Step 7. Release the PTT switch on RADIO-3.

Step 8. Observe that RADIO-1 can now proceed with the call and RADIO-2 receives the call. Also observe that the display on RADIO-2 denotes an emergency and the ID or Alias of the unit sending the emergency.

Step 9. End the emergency call and verify that RADIO-4 gets a callback.

Step 10. Restore all channels to service and return the site to Wide Area Trunking unless the next test requires Site Trunking.

Pass____ Fail____

6.1.18 Wide Area Recovery

1. DESCRIPTION

A site in Site Trunking will transition to Wide Area Trunking when all failures have been cleared. All subscribers should transition from Site Trunking to Wide Area Trunking and continue to process calls.

SETUP

RADIO-1 - TALKGROUP 1
RADIO-1 - SITE - SITE 1
RADIO-2 - TALKGROUP 1
RADIO-2 - SITE - SITE 1
RADIO-3 - TALKGROUP 1
RADIO-3 - SITE - SITE 2
RADIO-4 - TALKGROUP 1
RADIO-4 - SITE - SITE 2
CONSOLE-1 - TALKGROUP 1

Note: All Radios should be "Site Locked"

VERSION #1.020

2. TEST

Step 1. Set the status of SITE 1 to Wide Area and clear any system errors that may have placed SITE 1 into Site Trunking.

Step 2. Verify that the status of SITE 1 has transitioned into Wide Area Trunking.

Step 3. Verify that RADIO-1 and RADIO-2 no longer display Site Trunking.

Step 4. Verify Wide Area communications between RADIO-1, RADIO-2, RADIO-3, RADIO-4 and CONSOLE-1.

Pass____ Fail____

Use or disclosure of this proposal is subject to the restrictions on the cover page.

6.1.19 Talkgroup Selection and Call

1. DESCRIPTION

The Talkgroup Call is the primary level of organization for communications on a trunked radio system. Dispatchers with Talkgroup Call capability will be able to communicate with other members of the same talkgroup. This provides the effect of an assigned channel down to the talkgroup level. When a Talkgroup Call is initiated from a subscriber unit, the call is indicated on each dispatch operator position that has a channel control resource associated with the unit's channel/talkgroup.

SETUP

RADIO-1 - TALKGROUP 1
RADIO-2 - TALKGROUP 2
RADIO-3 - TALKGROUP 1
RADIO-4 - TALKGROUP 2
CONSOLE-1 - TALKGROUP 1
CONSOLE-2 - TALKGROUP 2

VERSION #1.010

2. TEST

Step 1. Initiate a wide area call from CONSOLE-1 on TALKGROUP 1.

Step 2. Observe that RADIO-1 and RADIO-3 will be able to monitor the call. Dekey the console and have either radio respond to the call.

Step 3. Observe that all consoles with TALKGROUP 1 can monitor both sides of the conversation.

Step 4. Initiate a wide area call from CONSOLE-2 on TALKGROUP 2.

Step 5. Observe that RADIO-2 and RADIO-4 will be able to monitor the call. Dekey the console and have either radio respond to the call.

Step 6. Observe that all consoles with TALKGROUP 2 can monitor both sides of the conversation.

Pass____ Fail____

Use or disclosure of this proposal is subject to the restrictions on the cover page.

6.1.20 Instant Transmit

1. DESCRIPTION

The instant transmit switch provides immediate operator access to a channel, independent of its select status (selected or unselected). It provides priority over other dispatcher transmit bars or optional footswitches.

SETUP

RADIO-1 - TALKGROUP 1
CONSOLE-1 – TALKGROUP 1 (Selected), TALKGROUP 2 (Unselect mode)

VERSION #1.010

2. TEST

Step 1. Using CONSOLE-1, press the Instant Transmit button on TALKGROUP 1.

Step 2. Verify that the Transmit indicator is lit.

Step 3. Verify RADIO-1 can monitor and respond to the call on TALKGROUP 1.

Step 4. On RADIO-1 change to TALKGROUP 2.

Step 5. Using CONSOLE-1, press the Instant Transmit button on the TALKGROUP 2 radio resource.

Step 6. Verify RADIO-1 can monitor and respond to the call on TALKGROUP 2.

Pass____ Fail____

Use or disclosure of this proposal is subject to the restrictions on the cover page.

6.1.21 Talkgroup Selection and Call - Secure

1. DESCRIPTION

The Talkgroup Call is the primary level of organization for communications on a trunked radio system. Dispatchers with Talkgroup Call capability will be able to communicate with other members of the same talkgroup. This provides the effect of an assigned channel down to the talkgroup level. When a Talkgroup Call is initiated from a subscriber unit, the call is indicated on each dispatch operator position that has a channel control resource associated with the unit's channel/talkgroup. Digital encryption is used so only properly equipped and configured subscribers can monitor the conversation. A "Key" is used to encrypt the transmit audio. Only radios and Consoles with the same "Key" can decrypt the audio and listen to it.

SETUP

RADIO-1 - TALKGROUP 1 (Secure TX Mode)
RADIO-2 - TALKGROUP 2 (Secure TX Mode)
RADIO-3 - TALKGROUP 2 (No Keys)
RADIO-4 - TALKGROUP 1 (Clear TX Mode with Keys loaded)
CONSOLE-1 - TALKGROUP 1 and TALKGROUP 2 (Secure TX Mode)

VERSION #1.040

2. TEST

Step 1. Initiate a wide area secure call from CONSOLE-1 on TALKGROUP 1.

Step 2. Verify RADIO-1 can monitor and respond to the secure call.

Step 3. Verify RADIO-4 can monitor and respond to the secure call because even though it is in clear mode the correct encryption keys are loaded for the secure call.

Step 4. Initiate a wide area secure call from CONSOLE-1 on TALKGROUP 2.

Step 5. Verify that RADIO-2 can monitor and respond to the secure call. Note that RADIO-3 cannot monitor the call.

Pass____ Fail____

Use or disclosure of this proposal is subject to the restrictions on the cover page.

6.1.22 PTT Unit ID/Alias Display

1. DESCRIPTION

Console operator positions contain various resources such as talkgroup, multigroup, Private Call which enables the dispatcher to communicate with the subscriber units. If activity occurs on one of these operator position resources, the unit ID or associated alias of the initiating radio appears at the console resource.

SETUP

RADIO-1 - TALKGROUP 1
RADIO-2 - TALKGROUP 1
CONSOLE-1 - TALKGROUP 1
CONSOLE-2 - TALKGROUP 1

VERSION #1.010

2. TEST

Step 1. Select the resource for TALKGROUP 1 on CONSOLE-1.

Step 2. Initiate a call on TALKGROUP 1 from RADIO-2 and observe that the alias is seen at CONSOLE-1 in the resource window as well as in the Activity Log window.

Step 3. Initiate a call from RADIO-1 and observe that the alias of RADIO-1 is seen at CONSOLE-1 in the resource window as well as in the Activity Log window.

Step 4. Modify RADIO-2's alias. Make sure to give enough time for the alias change to propagate to the Zone Controller.

Step 5. Initiate a call from RADIO-2 and observe the new alias of RADIO-2 is seen at CONSOLE-1 in the list in the resource window as well as in the Activity Log window.

Step 6. Return RADIO-2's alias to its original state.

Pass____ Fail____

Use or disclosure of this proposal is subject to the restrictions on the cover page.

6.1.23 Emergency Alarm and Call Display Description

1. DESCRIPTION

Users in life threatening situations can use the emergency button on the radio to send an audible alarm and a visual alarm signal to a console operator in order to request immediate system access to a voice channel for an emergency call. An emergency alarm begins after the radio user presses the radio's emergency button. Pressing the emergency button places the radio in "emergency mode". To begin an emergency call, the radio user must press the radio's PTT button while in "emergency mode." The assigned voice channel will be dedicated to the emergency caller's talkgroup for an extended period of time, equal to the Message Hang Time plus the Emergency Hang Time. As with other call types, emergency calls can operate across sites as well as within the same site.

SETUP

RADIO-1 - TALKGROUP 1
CONSOLE-1 - TALKGROUP 1
CONSOLE-2 - TALKGROUP 1

VERSION #1.010

2. TEST

Step 1. Initiate an Emergency Alarm from RADIO-1.

Step 2. Observe the Emergency from RADIO-1 is received at CONSOLE-1 for TALKGROUP 1.

Step 3. Acknowledge the Emergency at the operator position. Verify CONSOLE-2 receives notification that the call has been acknowledged.

Step 4. Initiate a call with RADIO-1 to initiate an Emergency call.

Step 5. Observe CONSOLE-1 and CONSOLE-2 can monitor RADIO-1

Step 6. Clear the Emergency from CONSOLE-1 on TALKGROUP 1.

Step 7. End the Emergency Alarm from RADIO-1.

Pass____ Fail____

Use or disclosure of this proposal is subject to the restrictions on the cover page.

6.1.24 Multigroup Call

1. DESCRIPTION

This trunking feature allows an equipped console operator position to transmit an announcement to several different talkgroups simultaneously. As with Talkgroup Calls, multigroup calls operate across sites as well as within the same site.

SETUP

RADIO-1 - TALKGROUP 1
RADIO-2 - TALKGROUP 2
RADIO-3 - RANDOM
CONSOLE-1 - ATG 1

Note: TALKGROUP 1 and TALKGROUP 2 are members of ATG 1. RANDOM is any talkgroup not a member of ATG 1.

VERSION #1.010

2. TEST

Step 1. Using CONSOLE-1, select the ATG 1 resource.

Step 2. Initiate the Multigroup Call from CONSOLE-1.

Step 3. Observe that RADIO-1 and RADIO-2 receive the Multigroup Call.

Step 4. Verify that RADIO-3 does not receive the Multigroup Call because it is not a member of ATG 1.

Step 5. Answer the Multigroup Call using RADIO-1 and observe CONSOLE-1 receives the response.

Step 6. Verify that if the call is answered within the repeater hang time, the console will receive the call on the ATG 1 resource tile, otherwise the console will receive the call on the TALKGROUP 1 tile.

Step 7. Verify that if the call is answered within the repeater hang time, RADIO-2 will monitor the call.

Pass____ Fail____

Use or disclosure of this proposal is subject to the restrictions on the cover page.

6.1.25 Multi-Select Operation

1. DESCRIPTION

Multi-Select (Msel) allows the console operator to group a number of channels/talkgroups together such that when the general transmit bar is depressed, all of the multi-selected channels/talkgroups will transmit at the same time with the same information. Multi-Select is one way communication call. If a radio user responds to a Multi-Select call the talkgroup the user is affiliated to will be the only one to hear the call. There is no super-group formed, so radio communication is still at the single talkgroup level. Multi-Select is utilized to send an APB to several channels/talkgroups. A Multi-Select has a limit of twenty (20) trunking/conventional resources

SETUP

RADIO-1 - TALKGROUP 1
RADIO-2 - TALKGROUP 2
CONSOLE-1 - TALKGROUP 1, TALKGROUP 2

VERSION #1.010

2. TEST

Step 1. From CONSOLE-1, create an Msel group with TALKGROUP 1 and TALKGROUP 2.

Step 2. Transmit on the Msel using the Msel instant transmit button.

Step 3. Verify that RADIO-1 and RADIO-2 hear the call.

Step 4. Initiate a call with RADIO-1.

Step 5. Verify the call is heard on CONSOLE-1 but not on RADIO-2.

Step 6. Initiate a call with RADIO-2.

Step 7. Verify the call is heard on CONSOLE-1 but not on RADIO-1.

Step 8. On CONSOLE-1 dissolve the Msel.

Pass____ Fail____

Use or disclosure of this proposal is subject to the restrictions on the cover page.

6.1.26 Talkgroup Patch

1. DESCRIPTION

Talkgroup Patch allows a dispatcher to merge several talkgroups together on one voice channel to participate in a single conversation. This can be used for situations involving two or more talkgroups that need to communicate with each other.
Using the Patch feature, the console operator can talk and listen to all of the selected talkgroups grouped; in addition, the members of the individual talkgroups can also talk or listen to members of other talkgroups. Patched talkgroups can communicate with the console dispatcher and other members of different talkgroups because of the "supergroup" nature of the Patch feature.

NOTE : If "secure" and "clear" resources are patched together, one repeater for each mode may be assigned per site.

SETUP

RADIO-1 - TALKGROUP 1
RADIO-2 - TALKGROUP 2
RADIO-3 - TALKGROUP 1
RADIO-4 - TALKGROUP 2
CONSOLE-1 - TALKGROUP 1 and TALKGROUP 2

Note: All 4 Radios must have the same home zone.

VERSION #1.010

2. TEST

Step 1. Using CONSOLE-1 create a patch between TALKGROUP 1 and TALKGROUP 2.

Step 2. Initiate a patch call from CONSOLE-1.

Step 3. Verify RADIO-1, RADIO-2, RADIO-3, and RADIO-4 can monitor the call.

Step 4. Initiate several calls between the radios and verify successful communication.

Step 5. Dissolve the patch created in step 1.

Pass____ Fail____

Use or disclosure of this proposal is subject to the restrictions on the cover page.

6.1.27 Talkgroup Patch - Secure

1. DESCRIPTION

Talkgroup Patch allows a dispatcher to merge several talkgroups together on one voice channel to participate in a single conversation. This can be used for situations involving two or more talkgroups that need to communicate with each other. Using the Patch feature, the console operator can talk and listen to all of the selected talkgroups grouped; in addition, the members of the individual talkgroups can also talk or listen to members of other talkgroups. Patched talkgroups can communicate with the console dispatcher and other members of different talkgroups because of the "supergroup" nature of the Patch feature.

SETUP

RADIO-1 - TALKGROUP 1 (Secure TX Mode)
RADIO-2 - TALKGROUP 2 (Secure TX Mode)
RADIO-3 - TALKGROUP 1 (No secure keys loaded)
RADIO-4 - TALKGROUP 2 (Clear TX Mode with keys loaded)
CONSOLE-1 - TALKGROUP 1 and TALKGROUP 2 (Secure TX Mode)

Note: All 4 Radios must have the same home zone.

VERSION #1.010

2. TEST

Step 1. Using CONSOLE-1 create a secure patch between TALKGROUP 1 and TALKGROUP 2.

Step 2. Initiate a patch call from CONSOLE-1.

Step 3. Verify RADIO-1, RADIO-2 and RADIO-4 can monitor the call.

Step 4. Initiate a talkgroup call on TALKGROUP 1 from RADIO-1.

Step 5. Observe that all radios are able to hear RADIO-1 except RADIO-3.

Step 6. Dissolve the patch.

Pass____ Fail____

Use or disclosure of this proposal is subject to the restrictions on the cover page.

6.1.28 Alert Tones - Talkgroup

1. DESCRIPTION

Pre-defined alert tones can be transmitted on the selected Radio Resource to subscribers which can alert members of a channel / talkgroup to a particular event or signify to radio users special instructions are to follow. The Console has the ability to send an Alert-Tone signal on selected conventional or talkgroup resources.

SETUP

RADIO-1 - TALKGROUP 1
RADIO-2 - TALKGROUP 1
CONSOLE-1 - TALKGROUP 1

VERSION #1.040

2. TEST

Step 1. Select TALKGROUP 1 on CONSOLE-1.

Step 2. Select Alert Tone 1 and depress the Alert Tone button.

Step 3. Verify that RADIO-1 and RADIO-2 hear Alert Tone 1.

Step 4. Repeat Steps 2-3 for Alert Tone 2 and 3.

Pass____ Fail____

Use or disclosure of this proposal is subject to the restrictions on the cover page.

6.1.29 Call Alert

1. DESCRIPTION

Call Alert Page allows a subscriber/dispatcher to selectively alert another radio unit. The initiating subscriber/console will receive notification as to whether or not the call alert was received. Units receiving a Call Alert will sound an alert tone and show a visual alert indication. The display will also show the individual ID of the initiating subscriber/console unit.

SETUP

RADIO-1 - TALKGROUP 1
CONSOLE-1 - TALKGROUP 1

VERSION #1.030

2. TEST

Step 1. Using CONSOLE-1, select the call alert button in the "Private Call" resource window.

Step 2. Enter the ID of RADIO-1 and send the call alert to RADIO-1.

Step 3. Verify that RADIO-1 receives the alert and that the ID or alias of the console is shown.

Step 4. Turn off RADIO-1.

Step 5. Using CONSOLE-1, send the call alert to RADIO-1 again.

Step 6. Verify that after trying to page RADIO-1, the console displays "Can not send call alert - target not found" in the summary/status list.

Pass____ Fail____

Use or disclosure of this proposal is subject to the restrictions on the cover page.

6.1.30 Console Initiated Private Call to Subscriber

1. DESCRIPTION

Private Conversation is a selective calling feature which allows a dispatcher or radio user to carry on one-to-one conversation that is heard only by the two parties involved. Subscriber units receiving a private call will sound an alert tone. As with other call types, Private Calls operate across sites as well as within the same site.

SETUP

RADIO-1 - TALKGROUP 1
RADIO-2 - TALKGROUP 1
CONSOLE-1 - TALKGROUP 1

VERSION #1.020

2. TEST

Step 1. Using CONSOLE-1, select the "PRIVATE-CALL" tile and click the Private Call function.

Step 2. Select the unit to be Private Called, in this case RADIO-1. (or select the numeric keypad and enter the Unit ID to be Private Called.)

Step 3. Click the Send button.

Step 4. Answer the Private Call with RADIO-1 and respond to the console.

Step 5. Verify RADIO-2 does not hear the private conversation.

Step 6. After completing the Private Call, return to the normal talkgroup mode.

Pass____ Fail____

Use or disclosure of this proposal is subject to the restrictions on the cover page.

6.1.31 Console Initiated Secure Private Call to Subscriber

1. DESCRIPTION

Private Conversation is a selective calling feature that allows a dispatcher or radio user to carry on one-to-one conversation that is heard only by the two parties involved. The test will demonstrate the ability to initiate/receive secure private calls by the Console/Radio.

SETUP

RADIO-1 - TALKGROUP 1
RADIO-2 - TALKGROUP 1
CONSOLE-1 - TALKGROUP 1

VERSION #1.030

2. TEST

Step 1. Using CONSOLE-1, select the "PRIVATE-CALL" tile, set it to the secure mode at and click the Private Call function.

Step 2. Select the unit to be Private Called, in this case RADIO-1. (or select the numeric keypad and enter the Unit ID to be Private Called.)

Step 3. Click the Send button.

Step 4. Answer the Private Call with RADIO-1 and respond to the console.

Step 5. Verify RADIO-2 does not hear the private conversation.

Step 6. After completing the Private Call, return to the normal talkgroup mode.

Pass____ Fail____

Use or disclosure of this proposal is subject to the restrictions on the cover page.

6.1.32 Console Initiated Private Call to a Console

1. DESCRIPTION

Private Conversation is a selective calling feature that allows a dispatcher or radio user to carry on one-to-one conversation that is heard only by the two parties involved. Subscriber units receiving a private call will sound an alert tone. As with other call types, Private Calls operate across sites as well as within the same site. MCC 7100/7500 Console can use the feature to communicate with another MCC 7100/7500 Console in the same or another Console Site.
Private call between the two Consoles is supported for MCC 7100/7500 Consoles only.

SETUP

RADIO-1 - TALKGROUP 1
CONSOLE-1 - TALKGROUP 1
CONSOLE-2 - TALKGROUP 1
CONSOLE-3 - TALKGROUP 1

VERSION #1.010

2. TEST

Step 1. Using CONSOLE-1, select the "PRIVATE-CALL" tile and click the Private Call function.

Step 2. Select the numeric keypad.

Step 3. Using the displayed keypad enter the unit ID to be Private Called (CONSOLE-2) or select CONSOLE-2 from the drop down list (if listed).

Step 4. Click the Send button.

Step 5. At CONSOLE-2, answer the Private Call from CONSOLE-1 and verify CONSOLE-2 is able to hear the CONSOLE-1 audio. Also verify that the CONSOLE-1 can hear the CONSOLE-2 audio.

Step 6. Verify that RADIO-1 and CONSOLE-3 do not hear the audio for the Private Call.

Step 7. Verify that no site resources are used as this is an IP based call from Console user to Console user.

Step 8. End the Private Call.

Pass____ Fail____

6.1.33 Console Priority

1. DESCRIPTION

Console Operator Positions have ultimate control of transmitted audio on an assigned voice channel resource. The Console Position has the capability to take control of an assigned voice channel for a talkgroup call so that the operator's audio overrides any subscriber audio. Console priority is a feature that enables dispatchers to gain immediate access to an assigned voice channel so that a central point of audio control exists.

SETUP

RADIO-1 - TALKGROUP 1
RADIO-2 - TALKGROUP 1
CONSOLE-1 - TALKGROUP 1

VERSION #1.020

2. TEST

Step 1. Initiate a Talkgroup call from RADIO-1 on TALKGROUP 1. Keep this call in progress until the test has completed.

Step 2. Observe that RADIO-2 receives the call.

Step 3. While the call is in progress, key up CONSOLE-1 on TALKGROUP 1.

Step 4. Observe that RADIO-2 is now receiving audio from CONSOLE-1 on TALKGROUP 1.

Step 5. De-key CONSOLE-1.

Step 6. Verify RADIO-2 now receives RADIO-1 audio.

Step 7. End the TALKGROUP 1 call from RADIO-1.

Pass____ Fail____

Use or disclosure of this proposal is subject to the restrictions on the cover page.

6.1.34 Alarm Input / Outputs - Aux I/O Option

1. DESCRIPTION

A dispatch console user can simultaneously view the status of all Aux I/O instances pertaining to the AUX I/O object. Change to one AUX I/O instance is simultaneously viewable by all other instances.

SETUP

CONSOLE-1 - TALKGROUP 1
CONSOLE-1 - SITE - CONSITE-1
CONSOLE-2 - TALKGROUP 1
CONSOLE-2 - SITE - CONSITE-1
For this test-
An instance of AUXIO_1 has been created and is assigned as a standalone tile on CONSOLE-1 and CONSOLE-2.

VERSION #1.020

2. TEST

Step 1. Assign an instance of AUXIO_1 to CONSOLE-1 to a talk resource tile on TALKGROUP 1

Step 2. Assign instance of AUXIO_1 to CONSOLE-2 to a talk resource tile on TALKGROUP 1.

Step 3. Change the status of AUXIO_1 on CONSOLE-1.

Step 4. Verify the standalone tile as well as the talk resource instance on CONSOLE-1 and CONSOLE-2 change and display the same state for AUXIO_1.

Step 5. Change the status of AUXIO_1 on CONSOLE-2.

Step 6. Verify the standalone tile as well as the talk resource instance on CONSOLE-1 and CONSOLE-2 change and display the same state for AUXIO_1.

Pass____ Fail____

Use or disclosure of this proposal is subject to the restrictions on the cover page.

6.1.35 Channel Marker

1. DESCRIPTION

A Channel Marker is a distinct, short duration, audible tone over radio and Console speakers. The tone is initiated and cancelled by a console operator. The tone can be initiated only for the talkgroups or conventional channels. On initiation, it is generated periodically when there is no voice activity. The tone can be used for various purposes. The primary purpose of the tone is to inform radio users that the conventional channel or the trunked talkgroup is currently involved in a high priority situation and they should stay off the channel unless they are involved in the high priority situation. The tone also informs the users that a console operator is actively monitoring the talkgroup.
Note that the Channel Marker tone will only start when there is no voice activity for the selected Talkgroup or conventional channel. The channel Marker tone is sent in a current transmission mode of the Console user.

SETUP

RADIO-1 - TALKGROUP 1
RADIO-2 - TALKGROUP 1
CONSOLE-1 - TALKGROUP 1
CONSOLE-2 - TALKGROUP 1

VERSION #1.010

2. TEST

Step 1. Initiate a Channel Marker tone on TALKGROUP 1 from CONSOLE-1.

Step 2. Verify RADIO-1 and RADIO-2 can monitor the Channel Marker tone on TALKGROUP 1.

Step 3. Verify CONSOLE-1 and CONSOLE-2 also monitor the Channel Marker tone on TALKGROUP 1.

Step 4. Initiate a call from RADIO-1 and continue to key longer than the preset Channel Marker tone period for TALKGROUP 1.

Step 5. Verify while RADIO-1 is keyed, the Channel Marker tone is suppressed.

Step 6. Verify after RADIO-1 de-keys, the periodic Channel Marker tone continues to be transmitted on TALKGROUP 1.

Step 7. Cancel the Channel Marker on TALKGROUP 1 from CONSOLE-1.

Step 8. Verify the Channel Marker is no longer monitored on TALKGROUP 1.

Pass____ Fail____

Use or disclosure of this proposal is subject to the restrictions on the cover page.

6.1.36 Console Tactical/Normal Priority

1. DESCRIPTION

The Tactical/Normal Priority feature is initiated at the console operator position and provides the dispatcher with the ability to change the priority for a particular talkgroup. When selected, a higher priority level (level 2) is assigned to the talkgroup. This overrides the priority level set in the system manager. Only emergency calls have a higher priority than tactical.

SETUP

RADIO-1 - TALKGROUP 1
RADIO-1 - SITE - SITE 1
RADIO-2 - TALKGROUP 2
RADIO-2 - SITE - SITE 1
RADIO-3 - TALKGROUP 3
RADIO-3 - SITE - SITE 1
RADIO-4 - TALKGROUP 1
RADIO-4 - SITE - SITE 1
RADIO-5 - TALKGROUP 2
RADIO-5 - SITE - SITE 1
RADIO-6 - TALKGROUP 3
RADIO-6 - SITE - SITE 1
RADIO-7 - TALKGROUP 4 (If testing with TDMA mode)
RADIO-7 - SITE - SITE 1
CONSOLE-1 - TALKGROUP 1, TALKGROUP 2, and TALKGROUP 3

Note: The priority level for the talkgroups selected should be the same.

VERSION #1.030

2. TEST

Step 1. Simulate a busy system by disabling all voice paths except for one at SITE 1. (If this is a TDMA site, it will be necessary to have a call in progress with RADIO-7 for the duration of the test.)

Step 2. Initiate a Talkgroup Call with RADIO-1 and observe it is received by RADIO-4. Keep this call in progress until instructed to end the call.

Step 3. Key RADIO-2 and observe that the radio receives a busy. Key RADIO-3 and observe that the radio receives a busy.

Step 4. End the talkgroup call established in step 2. Verify RADIO-2 receives the first callback and make a call to RADIO-5 upon receipt of the callback indication.

Step 5. End the call between RADIO-2 and RADIO-5. Verify that RADIO-3 receives a call back and is able to communicate with RADIO-6.

Step 6. Enable Tactical Priority for TALKGROUP 3 from CONSOLE-1. Initiate a Talkgroup Call with RADIO-1 and observe that it is received by RADIO-4. Keep this call in progress until instructed to end the call.

Step 7. Key RADIO-2 and observe that the radio receives a busy then key RADIO-3 and observe that the radio receives a busy.

Step 8. End the Talkgroup Call established by RADIO-1. Verify RADIO-3 now receives the first callback and and is able to communicate with RADIO-6.

Step 9. End the call between RADIO-3 and RADIO-6. Verify that RADIO-2 receives a call back and is able to communicate with RADIO-5.

Step 10. Disable Tactical Priority for TALKGROUP 3.

Pass____ Fail____

Use or disclosure of this proposal is subject to the restrictions on the cover page.

6.1.37 Instant Recall Recorder (IRR) Operation

1. DESCRIPTION

The Instant Recall Recorder (IRR) allows for audio from a phone call or a radio call to be played back at the MCC 7500 or MCC 7100 Console position. Thirty minutes of audio is saved for radio and an additional thirty minutes for telephone. The audio is saved on the positions hard disk in the form of a .wav file.

SETUP

RADIO-1 - TALKGROUP 1
RADIO-2 - TALKGROUP 1

CONSOLE-1 - TALKGROUP 1 running IRR application.

VERSION #1.020

2. TEST

Step 1. Select a radio channel on the CONSOLE-1 application window.

Step 2. Select IRR from the CONSOLE-1 toolbar.

Step 3. Initiate radio communication between RADIO-1 and RADIO-2.

Step 4. Verify a new entry appears in the IRR log window.

Step 5. Select the new entry from the list.

Step 6. Press play and verify conversation replay.

Pass____ Fail____

Use or disclosure of this proposal is subject to the restrictions on the cover page.

6.1.38 Activity Log

1. DESCRIPTION

The Console activity log will show all traffic for the resource assigned to that console to include the time, radio alias, TG, PTT ID and Emergency Call.

The dispatcher has the capability of selecting a logged call within in the "Activity Log Window" for instant transmit on the corresponding logged resource.

This activity log can be logged to a text file for archival purposes.

Note: The log file in the ops will only be seen if you first check Log Activity in Elite Admin application then in folder options uncheck hide hidden system files. The location will be c:\Program Data\MCC7500\MessageMonitorLogs.

SETUP

RADIO-1 – TALKGROUP 1
RADIO-2 – TALKGROUP 2
RADIO-3 – TALKGROUP 3
RADIO-4 – TALKGROUP 4
CONSOLE-1 – TALKGROUP 1, TALKGROUP 2, TALKGROUP 3, TALKGROUP 4

VERSION #1.020

2. TEST

Step 1. On CONSOLE-1 select the "Show Activity Log" button on the tool bar to open the Activity Log Window.

Step 2. Initiate calls on RADIO-1, RADIO-2, RADIO-3 and RADIO-4 to log call information and verify calls are displayed in the activity log window.

Step 3. Select a logged call in the Activity Log Window and verify that the Channel Control Window (CCW) at the top of the Activity log window changes to the corresponding resource. Verify the dispatcher is capable of responding via the instant transmit button.

Step 4. Open the text file created by the Activity Log and verify call traffic has been archived to the document file.

Pass____ Fail____

Use or disclosure of this proposal is subject to the restrictions on the cover page.

6.1.39 Radio Check

1. DESCRIPTION

Radio Check is a RCM command used to verify that a radio is active in the trunking system. The Radio Check command causes the Zone Controller to poll for the radio requesting that the radio re-affiliate. When the radio re-affiliates, the RCM then has the knowledge that the radio is powered on and within system range. If the radio is involved in a conversation, whether group or interconnect, the RCM application displays a message to that effect.

The information displayed by the RCM in response to the Radio Check command is: current talkgroup affiliation, the multigroup that the talkgroup is attached to (assuming the talkgroup belongs to a multigroup), and the site where the radio is affiliated. If the radio does not respond to the Radio Check command, a message to that effect displays.

SETUP

RADIO-1 - TALKGROUP 1
RADIO-1 - SITE - SITE 1
RADIO-2 - TALKGROUP 1
RADIO-2 - SITE - SITE 2

VERSION #1.030

2. TEST

Step 1. Select the Status menu and then select the Radio Check item to open the Radio Check window.

Step 2. Enter the ID or alias of RADIO-2 into the entry box and click the Apply button.

Step 3. Observe the radio is polled and the current radio information is displayed on the RCM.

Step 4. Turn off RADIO-1.

Step 5. Enter the ID or alias of the RADIO-1 into the entry box and click the Apply button.

Step 6. Observe that the RCM displays "Radio Not Found."

Step 7. Depress and hold the PTT button of RADIO-2 until instructed to release.

Step 8. Enter the ID or alias of RADIO-2 into the entry box and click the Apply button. Observe that a busy for the radio is displayed on the RCM.

Step 9. Release the PTT button on RADIO-2.

Step 10. Observe the radio is polled and the current radio information is displayed on the RCM.

Pass____ Fail____

Use or disclosure of this proposal is subject to the restrictions on the cover page.

6.1.40 Dynamic Regrouping

1. DESCRIPTION

Dynamic Regrouping allows the Radio Control Manager (RCM) to assign individual radios operating in different talkgroups to a temporary talkgroup via the Regroup command. Network managers or supervisors can override individual radio talkgroup selections by steering regrouped subscribers to a new talkgroup containing users which need to communicate on a temporary basis. After receiving a Regroup command, a radio will ignore the current setting of the talkgroup selector and move to the target talkgroup specified in the Regroup command. Unless the supervisor issues a LOCK command, the radio user can deselect the target talkgroup by selecting another talkgroup using the radio selector. A unique location on the radio selector is reserved for the target talkgroup following a Regroup command.

Dynamic Regrouping assignments can be initiated rapidly, but not instantaneously. Regrouping is best suited for planned activities or occasional changes from normal routines. It is not intended for immediate responses such as high speed chases or for a rapid deployment on a per incident basis.

Regrouped radios receiving a second Regroup command will move to the new target talkgroup specified in the second command. When a regrouped radio receives a Regroup command, all information pertaining to the previous Regroup command is lost. A Cancel Regroup command or a Revert returns an individual radio to its normal operation.

Note - RCM user must be attached to primary and target talkgroup.

SETUP

RADIO-1 - TALKGROUP 1
RADIO-2 - TALKGROUP 1
RADIO-3 - TALKGROUP 2
RADIO-4 - TALKGROUP 2

VERSION #1.030

2. TEST

Step 1. With the RCM open from the main Command tab click on the “+” button . Choose Regroup.

Step 2. Enter TALKGROUP 3 in the target field.

Step 3. Enter the IDs or aliases of RADIO-1, RADIO-2, RADIO-3 and RADIO-4.

Step 4. Once all desired radio information is entered and appears in the command window click the submit to initiate the command.

Step 5. Observe all radios are regrouped and are able to communicate on TALKGROUP 3.

Step 6. Switch the Subscriber to the Dynamic Regroup channel.

Step 7. Observe that the radios are able to select different talkgroups and are not locked onto the regrouped mode. Note: The Talkgroup selector knob has to be set to the dynamic regroup position before switching to any other talkgroup.

Step 8. Observe that the Regroup task appears in the Command tab.

Step 9. Issue a Selector Lock command all four radios and verify their selectors have been locked.

Step 10. Revert both commands and verify the radios have returned to normal operation.

Pass____ Fail____

Use or disclosure of this proposal is subject to the restrictions on the cover page.

6.1.41 Selective Radio Inhibit

1. DESCRIPTION

The INHIBIT command issued by the Radio Control Manager (RCM) disables a radio, preventing it from transmitting or receiving any audio. All of the radio's functionality ceases while a radio is inhibited by the RCM. Once inhibited, the radio cannot be used to monitor voice channels or for any other radio user initiated activity. Note that an inhibited radio still monitors the control channel so that it can be re-enabled with the Cancel Inhibit command. Upon receiving the Cancel Inhibit command from the RCM, the radio returns to its normal operation.

SETUP

RADIO-1 - TALKGROUP 1
RADIO-1 - SITE - SITE 1

VERSION #1.030

2. TEST

Step 1. With the RCM open from the main Command tab click on the “+” button .

Step 2. Enter the IDs or aliases of RADIO-1.

Step 3. Select "Selective Inhibit" button.

Step 4. Once all desired radio information is entered and appears in the command window click the submit to initiate the command.

Step 5. Observe RADIO-1 is inhibited and appears to be dead.

Step 6. Observe that the Inhibit task appears in the Command tab.

Step 7. Cancel the Inhibit by selecting the task in the Command tab and clicking the Revert button to submit the task.

Step 8. Observe that the Cancel Inhibit task appears in the Command tab and that RADIO-1 is returned to normal operation.

Pass____ Fail____

Use or disclosure of this proposal is subject to the restrictions on the cover page.

6.1.42 Radio Snapshot

1. DESCRIPTION

Snapshot is a Radio Control Manager (RCM) command used to retrieve information about an individual radio. Information provided by the RCM application in response to the Snapshot command includes: the serial number of the radio, current talkgroup/multigroup and site affiliations; the Regroup, Inhibit, and Selector Lock state of the radio. Snapshot information is taken from the system databases. The Snapshot command does not initiate any communication with the target radio.

SETUP

RADIO-1 - TALKGROUP 1
RADIO-1 - SITE - SITE 1
RADIO-2 - TALKGROUP 1
RADIO-2 - SITE - SITE 2
RADIO-3 - TALKGROUP 2
RADIO-3 - SITE - SITE 3

* RADIO-1 and RADIO-3 must be programmed with Dynamic Regrouping capability.

*Make sure Radio Users are configured with a "Radio Primary Talkgroup Assignment" in the UCM.

VERSION #1.020

2. TEST

Step 1. Submit a Dynamic Regroup command for RADIO-1 and RADIO-3 to be regrouped to TALKGROUP 3.

Step 2. At the RCM, initiate the Snapshot command for RADIO-1.

Step 3. Verify that the RCM shows RADIO-1 affiliated to SITE 1 and that its current Regroup state is "Regroup."

Step 4. At the RCM, revert the dynamic regrouping on RADIO-1 and RADIO-3.

Step 5. Initiate the Snapshot command for RADIO-1.

Step 6. Verify RADIO-1 shows an affiliation to SITE 1 and that its current Regroup state is "Cancel Regroup."

Step 7. At the RCM, inhibit RADIO-2 and then initiate the Snapshot command for RADIO-2.

Step 8. Verify RADIO-2 shows an affiliation to SITE 2 and that its current Inhibit state is "Selective Inhibit."

Step 9. At the RCM, revert RADIO-2 and then initiate the Snapshot command for RADIO-2.

Step 10. Verify RADIO-2 shows an affiliation to SITE 2 and that its current Inhibit state is "Cancel Inhibit."

Pass____ Fail____

Use or disclosure of this proposal is subject to the restrictions on the cover page.

6.1.43 Unified Event Manager - Base Views

1. DESCRIPTION

The Unified Event Manager (UEM) in its base configuration provides a number of views. The purpose of this test is to demonstrate the key views available from the UEM.

The Physical Summary and Detail View (Physical Map) and Service Summary and Detail View (Service Map) in previous releases are deprecated and are replaced by the Zone Map. Custom views can be saved and retrieved by other NM Client users.

SETUP

NMclient01 - UEM session up and running.

VERSION #1.010

2. TEST

Step 1. Alarms View: In the navigation pane expand Fault Management and select Alarms. The view displays active alarms for managed resources, displaying impacted managed resources and specific objects on the managed resource along with selected alarm properties.

Step 2. Alarm View Search: Customize the Active Alarms display by selecting the View option from the menu bar, then select Search. Perform a Managed Resource search for channels, site controllers and routers by entering "Contains" and ch, sc, and z00 respectively in the search fields to perform the three separate searches. For each of the three searches a filtered alarm view is displayed that contains alarms for the appropriate device in the search.

Step 3. Network Events View: In the navigation pane expand Fault Management and select Network Events. The view displays recent events reported for managed resources, displaying impacted managed resources and specific object on the managed resource along with selected event properties. Alarming events are base for creating alarm objects.

Step 4. Physical Summary View: In the navigation pane expand Zone Views and Physical, then select Physical Summary View. The Physical Summary View provides an aggregated alarm severity status of the devices located at all subnets in the Zone.

Step 5. Service Summary View: In the navigation pane expand Zone Views and Service, then select Service Summary View. The Service Summary View provides a quick summary of the service status of sites in a Zone, including access to Channel status.

Step 6. Zone Map: In the navigation pane, expand Zone Views and select Zone Map. The Zone Map view provides an aggregated alarm severity status of the devices located at discovered sites in the Zone.

Step 7. Network Database: In the navigation pane select Network Database. The Network Database displays a list of all discovered Managed Resources and Sites. The display includes properties of each resource as well as overall severity of all objects and/or sub resources

Pass____ Fail____

Use or disclosure of this proposal is subject to the restrictions on the cover page.

6.1.44 Site Path Failure (Ethernet) Reports to the Unified Event Manager

1. DESCRIPTION

This test will demonstrate that the Unified Event Manager (UEM) alarms view is able to capture information about various failures at the system and zone level.

This test simulates a microwave/transport failure by removing a customer selected site data link and monitoring the alerts.

Note: If using a Simulcast site, this test refers to the Prime Site links. While failures would be seen at the subsite level if a Subsite link were failed, the site would not drop into Site Trunking.

SETUP

RADIO-1 - TALKGROUP 1
RADIO-1 - SITE - SITE 1
NMclient01 - UEM session up and running.

* RADIO-1 should be "Site Locked"

VERSION #1.030

2. TEST

Step 1. Remove the Ethernet cable(s) to the SITE 1 router(s) (If Simulcast, this refers to the Prime Site router(s)) at the site where RADIO-1 is affiliated. Be certain to remove the Ethernet cable from both routers if redundant site links are being utilized.

Step 2. Observe the UEM reports CommFailure alarms for the devices at the affected site.

Step 3. In addition, observe that the site is now in the Site Trunking mode.

Step 4. Reconnect the Ethernet cable(s) disconnected in Step 1.

Step 5. Observe the site returns to the Wide Area Trunking mode.

Step 6. Observe the topology and alarms/events that appear in the UEM, indicating the site is in recovery and after a period of time has recovered.

Pass____ Fail____

Use or disclosure of this proposal is subject to the restrictions on the cover page.

6.1.45 Station Power Amp Failure Reports to the Unified Event Manager (UEM)

1. DESCRIPTION

This test will demonstrate that the Unified Event Manager (UEM) alarms view is able to capture information about various failures at the system and zone level.
A station will be keyed while the output is unloaded to simulate a power amp failure. The failures will be monitored on the UEM.

Note: For safety, either power down the station or TX Inhibit it before disconnecting or re-connecting the dummy load to prevent accidental keying of the station.

Note: This test should be done on a site with more than 2 channels. Failsoft will occur if the test is done on a 2 channel site.

SETUP

RADIO-1 - TALKGROUP 1
RADIO-1 - SITE - SITE 1
RADIO-2 - TALKGROUP 2
RADIO-2 - SITE - SITE 1
NMclient01 - UEM session up and running.

* All Radios should be "Site Locked"

VERSION #1.020

2. TEST

Step 1. Verify that the power amp of the station to be tested has no active alarms against it.

Step 2. Disconnect the dummy load/antenna from the station.

Step 3. Make several talkgroup calls using RADIO-1 until the test station has been keyed.

Step 4. Observe that an alarm indicating a Power Amp failure appears on the UEM alarms view. For SmartX sites you will need to look at event view to see cause of alarm.

Step 5. Reconnect the dummy load/antenna disconnected in Step 3.

Step 6. In approximately 5 minutes, observe the changes to the alarm on the UEM, indicating the module is restored to service.

Pass____ Fail____

Use or disclosure of this proposal is subject to the restrictions on the cover page.

6.1.46 Core Router Failure Reports to the Unified Event Manager

1. DESCRIPTION

This test will demonstrate that the Unified Event Manager (UEM) alarms view is able to capture information about various failures at the system and zone level.

A Core Router/Gateway will be powered off to simulate a failure. The system health will be monitored on UEM.

NOTE: Powering a combine Core/Exit Router/Gateway down will affect both the Core and Exit routing functions.

SETUP

NMclient01 - UEM session up and running.

VERSION #1.040

2. TEST

Step 1. Verify that the Router/Gateway to be tested displays without failures (normal) on UEM. The core router is contained in the specific subnet that it is physically collocated with in the network.

Step 2. Power down the Router/Gateway.

Step 3. Observe that an alarm indicating a Router/Gateway failure appears on the UEM alarms view.

Step 4. Restore power to the Router/Gateway.

Step 5. Observe the changes to the alarm in UEM, indicating the Router/Gateway is enabling.

Step 6. Observe that alarm view updates in the UEM, indicating the Router/Gateway has recovered and is enabled.

Pass____ Fail____

Use or disclosure of this proposal is subject to the restrictions on the cover page.

6.2 SIGNOFF CERTIFICATE

By their signatures below, the following witnesses certify they have observed the system Acceptance Test Procedures.

Signatures

WITNESS: _____Date: _____

Please Print Name: _____ _____

Initials:

Please Print Title: _____

WITNESS: _____Date: _____

Please Print Name: _____ _____

Initials:

Please Print Title: _____

WITNESS: _____Date: _____

Please Print Name: _____ _____

Initials:

Please Print Title: _____

SECTION 7

WARRANTY AND POST WARRANTY SERVICES

Motorola has over 80 years of experience supporting mission critical communications for public safety and public service agencies. Motorola's technical and service professionals use a structured approach to life cycle service delivery and provide comprehensive maintenance and support throughout the life of the system. The value of support is measured by system availability, which is optimized through the use of proactive processes, such as preventive maintenance, fault monitoring and active response management. System availability is a function of having in place a support plan delivered by highly skilled support professionals, backed by proven processes, tools, and continuous training.

7.1 THE MOTOROLA SERVICE DELIVERY TEAM

Customer Support Manager

Your Motorola Customer Support Manager provides coordination of support resources to enhance the quality of service delivery and to ensure your satisfaction. The Customer Support Manager (CSM) is responsible to oversee the execution of the Warranty and Service Agreement and ensure that Motorola meets its response and restoration cycle time commitments. The CSM will supervise and manage the Motorola Authorized Servicer's functions.

Motorola System Technologists

The Motorola System Technologists (ST) are available to assist Motorola's Authorized Servicers when needed for network health and operations.

Motorola System Support Center

Located in Schaumburg, Illinois, the System Support Center (SSC) is a key component to the overall management and system maintenance. As detailed in this Customer Support Plan, the following services are provided by the System Support Center:

- Network Monitoring
- Dispatch Service
- Infrastructure Repair with Advanced Replacement
- Technical Support

Motorola Local Service Provider

Motorola's authorized service centers are staffed with trained and qualified technicians. They provide rapid response, repair, restoration, installations, removals, programming, and

Motorola has proven experience to deliver mission critical network support

- Extensive Experience – Motorola has over 80 years of experience supporting mission critical communications and the Public Safety community.
- Capacity to Respond – Motorola's network of local service centers, repair depots, system support center and parts support enable Motorola to provide quick and effective service delivery.
- Flexibility and Scalability – Motorola's Support Plans are customized to meet individual Customer needs.
- Skills and Process – Motorola uses a well-established, structured, and disciplined approach to provide service delivery. Motorola's team of well-trained and committed people understands the communications technology business.

scheduled preventive maintenance tasks for site standards compliance and RF operability. Motorola's authorized service centers are assessed annually for technical and administrative competency.

Motorola places great emphasis on ensuring that communications systems, such as the one proposed for City of Joplin, meet high standards for design, manufacture, and performance. To enhance the value of the communications system being acquired, Motorola offers customized warranty and post-warranty services as outlined in this section.

7.2 WARRANTY SERVICES

Motorola will provide warranty services per our standard warranty terms and conditions as outlined within the Communication Systems Agreement within this proposal. In addition to the Standard Commercial Warranty, the service products that comprise the Custom Warranty package are listed below along with a brief description.

7.2.1 Dispatch Service

Motorola's Dispatch Service ensures that trained and qualified technicians are dispatched to diagnose and restore your communications network. Following proven response and restoration processes, the local authorized service center in your area is contacted and a qualified technician is sent to your site. An automated escalation and case management process is followed to ensure that technician site arrival and system restoration comply with contracted response and restore times. Once the issue has been resolved, the System Support Center verifies resolution and with your approval, closes the case. Activity records are also available to provide a comprehensive history of site performance, issues, and resolution.

7.2.2 Infrastructure Repair with Advanced Replacement

Infrastructure Repair with our Advanced Replacement upgrade supplements your spares inventory with Motorola's centralized inventory of critical equipment. In advance of Motorola repairing the malfunctioning unit, a replacement unit is sent to you within 24 hours to ensure a spare unit is available. Upon receipt of the malfunctioning unit, Motorola repairs the unit and replace it in our centralized inventory.

7.2.3 Technical Support Service

Motorola Technical Support service provides an additional layer of support through centralized, telephone consultation for issues that require a high level of communications network expertise and troubleshooting capabilities. Technical Support is delivered by the System Support Center (SSC). The SSC is staffed with trained, skilled technologists specializing in the diagnosis and swift resolution of network performance issues. These technologists have access to a solutions database as well as in house test labs and development engineers. Technical Support cases are continuously monitored against stringent inbound call management and case management standards to ensure rapid and consistent issue resolution. Technical Support service translates into measurable, customer-specific metrics for assured network performance and system availability.

7.2.4 Network Monitoring Service

Network Monitoring Service can help keep your network at optimum availability so it is ready to serve mission critical communications needs. By watching over the network continuously, Network Monitoring Service takes action whenever needed, and resolves network problems. We often

intervene and correct the problem before you even know a problem exists. Network Monitoring Service provides improved productivity and enhanced network performance, which in turn helps to increase your technology Return-On-Investment.

Using a combination of network monitoring software, automated alerts, and remote diagnostics inquiries, our System Support technologists actively monitor your network to maximize network uptime and overall preparedness…for the expected *and* unexpected. Upon receiving an alert, our team immediately performs a series of diagnostics to assess the problem. Often the situation can be resolved remotely, but when additional attention is required, local field technicians are dispatched immediately to your site to achieve restoration.

Motorola's Network Monitoring service is a vital component of an intelligent communication support plan that keeps your business operating smoothly, your costs down, and assures maximum preparedness at all times.

Specifically, Network Monitoring Service provides:

- Improved network availability
- Remote and timely resolution to minimize downtime
- Cost efficiencies
- Optimize time at site due to assessment and knowledge transfer before dispatch
- Minimize unnecessary trips to site
- Mitigate need for 24x7 operations monitoring center
- Detailed Reports

7.3 POST WARRANTY SERVICES

As Motorola's continuing commitment to supporting your system, warranty services can be extended after the first year to provide maintenance and service support in future years. Any of the services that we identify can be customized in future years, and are available for purchase either in "System Support Services" packages or as individual service offerings. These system support services significantly benefit City of Joplin because the system can be effectively supported after the warranty period, thereby maximizing the operational capabilities and useful life of the system and protecting your investment in the system.

Warranty and Post Warranty Service Overview	Warranty Year	Post Warranty Year
Dispatch Service	✓	✓
Infrastructure Repair with Advanced Replacement	✓	✓
Technical Support Service	✓	✓
Network Monitoring Service	✓	✓

7.4 SUMMARY

Whether it's a routine service call, or a disaster situation, Motorola understands its responsibility and takes pride in its commitment to deliver proven response service to the public safety community. Motorola has the capability to provide the technical, administrative, consultative, and maintenance repair services needed to support, enhance, and maintain the effectiveness of your communications network. Motorola's goal is to provide City of Joplin with the qualified resources, to maintain and improve system operation and availability, and to deliver world class service support.

SECTION 8

PRICING SUMMARY

Description	Price $
Replace existing 7.1 switch with a new 7.16 switch. 5 MCC7500 Console Positions, AIS Trunked Logging Recorder, Console & Radio Licenses, Networking Mgmt License & Control Stations.	**$720,687**
System Implementation Services	**$287,630**
Total Cost with System Implementation Service:	**$1,008,317**

Lease Term Options	Lease Rate	Annual Payment
Five Years	**2.60%**	**$217,662**
Seven Years	**2.72%**	**$160,138**
Ten Years	**2.97%**	**$118,025**

Lifecycle Products (NSAD) w/o SUS	2018	2019	2020	2021	2022	2023
SUA II Total NSAD	**$85,766**	**$85,766**	**$85,766**	**$85,766**	**$85,766**	**$85,766**
Support Services	**$58,500**	**$58,500**	**$58,500**	**$58,500**	**$58,500**	**$58,500**
Yearly Total:	**$144,266**	**$144,266**	**$144,266**	**$144,266**	**$144,266**	**$144,266**
Total 6 Year Contract:						**$865,596**

Incentive

If contract is signed before or by November 21st, 2016. Motorola will include:
-System Management Training
-Single Channel Addition to Radio Site
-4 APX 6000 Portable Radios

SECTION 9

TERMS AND CONDITIONS

Terms and Conditions are included on the pages that follow.

Communications System Agreement

Motorola Solutions, Inc. ("Motorola") and City of Joplin, Missouri ("Customer") enter into this "Agreement," pursuant to which Customer will purchase and Motorola will sell the System, as described below. Motorola and Customer may be referred to individually as a "Party" and collectively as the "Parties." For good and valuable consideration, the Parties agree as follows:

Section 1 EXHIBITS

The exhibits listed below are incorporated into and made a part of this Agreement. In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement takes precedence over the exhibits and any inconsistency between Exhibits A through E will be resolved in their listed order.

Exhibit A	Motorola "Software License Agreement"
Exhibit B	"Payment Schedule"
Exhibit C	"Technical and Implementation Documents"
C-1	"System Description" (including System Diagrams) dated September 30, 2016
C-2	"Equipment List" dated September 30, 2016
C-3	"Statement of Work" dated September 30, 2016
C-4	"Acceptance Test Plan" or "ATP" dated September 30, 2106
C-5	"Performance Schedule" dated September 30, 2016
Exhibit D	Service Statement(s) of Work (Warranty and Post Warranty Services) dated September 30, 2016
Exhibit E	"System Acceptance Certificate"

Section 2 DEFINITIONS

Capitalized terms used in this Agreement have the following meanings:

2.1. "Acceptance Tests" means those tests described in the Acceptance Test Plan.

2.2. "Administrative User Credentials" means an account that has total access over the operating system, files, end user accounts and passwords at either the System level or box level. Customer's personnel with access to the Administrative User Credentials may be referred to as the Administrative User.

2.3. "Beneficial Use" means when Customer first uses the System or a Subsystem for operational purposes (excluding training or testing).

2.4. "Confidential Information" means any information that is disclosed in written, graphic, verbal, or machine-recognizable form, and is marked, designated, or identified at the time of disclosure as being confidential or its equivalent; or if the information is in verbal form, it is identified as confidential at the time of disclosure and is confirmed in writing within thirty (30) days of the disclosure. Confidential Information does not include any information that: is or becomes publicly known through no wrongful act of the receiving Party; is already known to the receiving Party without restriction when it is disclosed; is or becomes, rightfully and without breach of this Agreement, in the receiving Party's possession without any obligation restricting disclosure; is independently developed by the receiving Party without breach of this Agreement; or is explicitly approved for release by written authorization of the disclosing Party.

2.5. "Contract Price" means the price for the System, excluding applicable sales or similar taxes and freight charges.

2.6. "Effective Date" means that date upon which the last Party executes this Agreement.

2.7. "Equipment" means the equipment that Customer purchases from Motorola under this Agreement. Equipment that is part of the System is described in the Equipment List.

2.8. “Force Majeure” means an event, circumstance, or act of a third party that is beyond a Party’s reasonable control (e.g., an act of God, an act of the public enemy, an act of a government entity, strikes or other labor disturbances, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, and riots).

2.9. “Infringement Claim” means a third party claim alleging that the Equipment manufactured by Motorola or the Motorola Software directly infringes a United States patent or copyright.

2.10. “Motorola Software” means Software that Motorola or its affiliated company owns.

2.11. “Non-Motorola Software” means Software that another party owns.

2.12. “Open Source Software” (also called “freeware” or “shareware”) means software with either freely obtainable source code, license for modification, or permission for free distribution.

2.13. “Proprietary Rights” means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, and other intellectual property rights in and to the Equipment and Software, including those created or produced by Motorola under this Agreement and any corrections, bug fixes, enhancements, updates or modifications to or derivative works from the Software whether made by Motorola or another party.

2.14. “Software” means the Motorola Software and Non-Motorola Software, in object code format that is furnished with the System or Equipment.

2.15. “Specifications” means the functionality and performance requirements that are described in the Technical and Implementation Documents.

2.16. “Subsystem” means a major part of the System that performs specific functions or operations. Subsystems are described in the Technical and Implementation Documents.

2.17. “System” means the Equipment, Software, and incidental hardware and materials that are combined together into an integrated system; the System is described in the Technical and Implementation Documents.

2.18. “System Acceptance” means the Acceptance Tests have been successfully completed.

2.19. “Warranty Period” means one (1) year from the date of System Acceptance or Beneficial Use, whichever occurs first.

Section 3 SCOPE OF AGREEMENT AND TERM

3.1. SCOPE OF WORK. Motorola will provide, install and test the System, and perform its other contractual responsibilities, all in accordance with this Agreement. Customer will perform its contractual responsibilities in accordance with this Agreement.

3.2. CHANGE ORDERS. Either Party may request changes within the general scope of this Agreement. If a requested change causes an increase or decrease in the cost or time required to perform this Agreement, the Parties will agree to an equitable adjustment of the Contract Price, Performance Schedule, or both, and will reflect the adjustment in a change order. Neither Party is obligated to perform requested changes unless both Parties execute a written change order.

3.3. TERM. Unless terminated in accordance with other provisions of this Agreement or extended by mutual agreement of the Parties, the term of this Agreement begins on the Effective Date and continues until the date of Final Project Acceptance or expiration of the Warranty Period, whichever occurs last.

3.4. ADDITIONAL EQUIPMENT OR SOFTWARE. For three (3) years after the Effective Date, Customer may order additional Equipment or Software if it is then available. Each order must refer to this Agreement and must specify the pricing and delivery terms. Notwithstanding any additional or contrary

terms in the order, the applicable provisions of this Agreement (except for pricing, delivery, passage of title and risk of loss to Equipment, warranty commencement, and payment terms) will govern the purchase and sale of the additional Equipment or Software. Title and risk of loss to additional Equipment will pass at shipment, warranty will commence upon delivery, and payment is due within thirty (30) days after the invoice date. Motorola will send Customer an invoice as the additional Equipment is shipped or Software is licensed. Alternatively, Customer may register with and place orders through Motorola Online ("MOL"), and this Agreement will be the "Underlying Agreement" for those MOL transactions rather than the MOL On-Line Terms and Conditions of Sale. MOL registration and other information may be found at http://www.motorola.com/businessandgovernment/ and the MOL telephone number is (800) 814-0601.

3.5. MAINTENANCE SERVICE. During the Warranty Period, in addition to warranty services, Motorola will provide maintenance services for the Equipment and support for the Motorola Software pursuant to the Statement of Work set forth in Exhibit D. Those services and support are included in the Contract Price. If Customer wishes to purchase additional maintenance and support services for the Equipment during the Warranty Period, or any maintenance and support services for the Equipment either during the Warranty Period or after the Warranty Period, the description of and pricing for the services will be set forth in a separate document. If Customer wishes to purchase extended support for the Motorola Software after the Warranty Period, it may do so by ordering software subscription services. Unless otherwise agreed by the parties in writing, the terms and conditions applicable to those maintenance, support or software subscription services will be Motorola's standard Service Terms and Conditions, together with the appropriate statements of work.

3.6. MOTOROLA SOFTWARE. Any Motorola Software, including subsequent releases, is licensed to Customer solely in accordance with the Software License Agreement. Customer hereby accepts and agrees to abide by all of the terms and restrictions of the Software License Agreement.

3.7. NON-MOTOROLA SOFTWARE. Any Non-Motorola Software is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner on the Effective Date unless the copyright owner has granted to Motorola the right to sublicense the Non-Motorola Software pursuant to the Software License Agreement, in which case it applies and the copyright owner will have all of Licensor's rights and protections under the Software License Agreement. Motorola makes no representations or warranties of any kind regarding Non-Motorola Software. Non-Motorola Software may include Open Source Software. All Open Source Software is licensed to Customer in accordance with, and Customer agrees to abide by, the provisions of the standard license of the copyright owner and not the Software License Agreement. Upon request by Customer, Motorola will use commercially reasonable efforts to determine whether any Open Source Software will be provided under this Agreement; and if so, identify the Open Source Software and provide to Customer a copy of the applicable standard license (or specify where that license may be found); and provide to Customer a copy of the Open Source Software source code if it is publicly available without charge (although a distribution fee or a charge for related services may be applicable).

3.8. SUBSTITUTIONS. At no additional cost to Customer, Motorola may substitute any Equipment, Software, or services to be provided by Motorola, if the substitute meets or exceeds the Specifications and is of equivalent or better quality to the Customer. Any substitution will be reflected in a change order.

3.9. OPTIONAL EQUIPMENT OR SOFTWARE. This paragraph applies only if a "Priced Options" exhibit is shown in Section 1, or if the parties amend this Agreement to add a Priced Options exhibit. During the term of the option as stated in the Priced Options exhibit (or if no term is stated, then for one (1) year after the Effective Date), Customer has the right and option to purchase the equipment, software, and related services that are described in the Priced Options exhibit. Customer may exercise this option by giving written notice to Seller which must designate what equipment, software, and related services Customer is selecting (including quantities, if applicable). To the extent they apply, the terms and conditions of this Agreement will govern the transaction; however, the parties acknowledge that certain provisions must be agreed upon, and they agree to negotiate those in good faith promptly after Customer delivers the option exercise notice. Examples of provisions that may need to be negotiated are: specific lists of deliverables, statements of work, acceptance test plans, delivery and implementation schedules,

payment terms, maintenance and support provisions, additions to or modifications of the Software License Agreement, hosting terms, and modifications to the acceptance and warranty provisions.

Section 4 PERFORMANCE SCHEDULE

The Parties will perform their respective responsibilities in accordance with the Performance Schedule. By executing this Agreement, Customer authorizes Motorola to proceed with contract performance.

Section 5 CONTRACT PRICE, PAYMENT AND INVOICING

5.1. CONTRACT PRICE. The Contract Price in U.S. dollars is $1,046,250.00. If applicable, a pricing summary is included with the Payment Schedule. Motorola has priced the services, Software, and Equipment as an integrated system. A reduction in Software or Equipment quantities, or services, may affect the overall Contract Price, including discounts if applicable.

5.2. INVOICING AND PAYMENT. Motorola will submit invoices to Customer according to the Payment Schedule. Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a wire transfer, check, or cashier's check from a U.S. financial institution. Overdue invoices will bear simple interest at the maximum allowable rate. For reference, the Federal Tax Identification Number for Motorola Solutions, Inc. is 36-1115800.

5.3. FREIGHT, TITLE, AND RISK OF LOSS. Motorola will pre-pay and add all freight charges to the invoices. Title to the Equipment will pass to Customer upon shipment. Title to Software will not pass to Customer at any time. Risk of loss will pass to Customer upon delivery of the Equipment to the Customer. Motorola will pack and ship all Equipment in accordance with good commercial practices.

5.4. INVOICING AND SHIPPING ADDRESSES. Invoices will be sent to the Customer at the following address:

_____

_____

The address which is the ultimate destination where the Equipment will be delivered to Customer is:

_____

_____

The Equipment will be shipped to the Customer at the following address (insert if this information is known):

_____

_____

Customer may change this information by giving written notice to Motorola.

Section 6 SITES AND SITE CONDITIONS

6.1. ACCESS TO SITES. In addition to its responsibilities described elsewhere in this Agreement, Customer will provide a designated project manager; all necessary construction and building permits, zoning variances, licenses, and any other approvals that are necessary to develop or use the sites and mounting locations; and access to the work sites or vehicles identified in the Technical and Implementation Documents as reasonably requested by Motorola so that it may perform its duties in accordance with the Performance Schedule and Statement of Work. If the Statement of Work so indicates, Motorola may assist Customer in the local building permit process.

6.2. SITE CONDITIONS. Customer will ensure that all work sites it provides will be safe, secure, and in compliance with all applicable industry and OSHA standards. To the extent applicable and unless the Statement of Work states to the contrary, Customer will ensure that these work sites have adequate: physical space; air conditioning and other environmental conditions; adequate and appropriate electrical

power outlets, distribution, equipment and connections; and adequate telephone or other communication lines (including modem access and adequate interfacing networking capabilities), all for the installation, use and maintenance of the System. Before installing the Equipment or Software at a work site, Motorola may inspect the work site and advise Customer of any apparent deficiencies or non-conformities with the requirements of this Section. This Agreement is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.

6.3. SITE ISSUES. If a Party determines that the sites identified in the Technical and Implementation Documents are no longer available or desired, or if subsurface, structural, adverse environmental or latent conditions at any site differ from those indicated in the Technical and Implementation Documents, the Parties will promptly investigate the conditions and will select replacement sites or adjust the installation plans and specifications as necessary. If change in sites or adjustment to the installation plans and specifications causes a change in the cost or time to perform, the Parties will equitably amend the Contract Price, Performance Schedule, or both, by a change order.

Section 7 TRAINING

Any training to be provided by Motorola to Customer will be described in the Statement of Work. Customer will notify Motorola immediately if a date change for a scheduled training program is required. If Motorola incurs additional costs because Customer reschedules a training program less than thirty (30) days before its scheduled start date, Motorola may recover these additional costs.

Section 8 SYSTEM ACCEPTANCE

8.1. COMMENCEMENT OF ACCEPTANCE TESTING. Motorola will provide to Customer at least ten (10) days notice before the Acceptance Tests commence. System testing will occur only in accordance with the Acceptance Test Plan.

8.2. SYSTEM ACCEPTANCE. System Acceptance will occur upon successful completion of the Acceptance Tests. Upon System Acceptance, the Parties will memorialize this event by promptly executing a System Acceptance Certificate. If the Acceptance Test Plan includes separate tests for individual Subsystems or phases of the System, acceptance of the individual Subsystem or phase will occur upon the successful completion of the Acceptance Tests for the Subsystem or phase, and the Parties will promptly execute an acceptance certificate for the Subsystem or phase. If Customer believes the System has failed the completed Acceptance Tests, Customer will provide to Motorola a written notice that includes the specific details of the failure. If Customer does not provide to Motorola a failure notice within thirty (30) days after completion of the Acceptance Tests, System Acceptance will be deemed to have occurred as of the completion of the Acceptance Tests. Minor omissions or variances in the System that do not materially impair the operation of the System as a whole will not postpone System Acceptance or Subsystem acceptance, but will be corrected according to a mutually agreed schedule.

8.3. BENEFICIAL USE. Customer acknowledges that Motorola's ability to perform its implementation and testing responsibilities may be impeded if Customer begins using the System before System Acceptance. Therefore, Customer will not commence Beneficial Use before System Acceptance without Motorola's prior written authorization, which will not be unreasonably withheld. Motorola is not responsible for System performance deficiencies that occur during unauthorized Beneficial Use. Upon commencement of Beneficial Use, Customer assumes responsibility for the use and operation of the System.

8.4 FINAL PROJECT ACCEPTANCE. Final Project Acceptance will occur after System Acceptance when all deliverables and other work have been completed. When Final Project Acceptance occurs, the parties will promptly memorialize this final event by so indicating on the System Acceptance Certificate.

Section 9 REPRESENTATIONS AND WARRANTIES

9.1. SYSTEM FUNCTIONALITY. Motorola represents that the System will perform in accordance with the Specifications in all material respects. Upon System Acceptance or Beneficial Use, whichever

occurs first, this System functionality representation is fulfilled. Motorola is not responsible for System performance deficiencies that are caused by ancillary equipment not furnished by Motorola which is attached to or used in connection with the System or for reasons or parties beyond Motorola's control, such as natural causes; the construction of a building that adversely affects the microwave path reliability or radio frequency (RF) coverage; the addition of frequencies at System sites that cause RF interference or intermodulation; or Customer changes to load usage or configuration outside the Specifications.

9.2. EQUIPMENT WARRANTY. During the Warranty Period, Motorola warrants that the Equipment under normal use and service will be free from material defects in materials and workmanship. If System Acceptance is delayed beyond six (6) months after shipment of the Equipment by events or causes within Customer's control, this warranty expires eighteen (18) months after the shipment of the Equipment.

9.3. MOTOROLA SOFTWARE WARRANTY. Unless otherwise stated in the Software License Agreement, during the Warranty Period, Motorola warrants the Motorola Software in accordance with the terms of the Software License Agreement and the provisions of this Section 9 that are applicable to the Motorola Software. If System Acceptance is delayed beyond six (6) months after shipment of the Motorola Software by events or causes within Customer's control, this warranty expires eighteen (18) months after the shipment of the Motorola Software. TO THE EXTENT, IF ANY, THAT THERE IS A SEPARATE LICENSE AGREEMENT PACKAGED WITH, OR PROVIDED ELECTRONICALLY WITH, A PARTICULAR PRODUCT THAT BECOMES EFFECTIVE ON AN ACT OF ACCEPTANCE BY THE END USER, THEN THAT AGREEMENT SUPERCEDES THIS SOFTWARE LICENSE AGREEMENT AS TO THE END USER OF EACH SUCH PRODUCT.

9.4. EXCLUSIONS TO EQUIPMENT AND MOTOROLA SOFTWARE WARRANTIES. These warranties do not apply to: (i) defects or damage resulting from: use of the Equipment or Motorola Software in other than its normal, customary, and authorized manner; accident, liquids, neglect, or acts of God; testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by Motorola; Customer's failure to comply with all applicable industry and OSHA standards; (ii) breakage of or damage to antennas unless caused directly by defects in material or workmanship; (iii) Equipment that has had the serial number removed or made illegible; (iv) batteries (because they carry their own separate limited warranty) or consumables; (v) freight costs to ship Equipment to the repair depot; (vi) scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment; and (vii) normal or customary wear and tear.

9.5. WARRANTY CLAIMS. To assert a warranty claim, Customer must notify Motorola in writing of the claim before the expiration of the Warranty Period. Upon receipt of this notice, Motorola will investigate the warranty claim. If this investigation confirms a valid warranty claim, Motorola will (at its option and at no additional charge to Customer) repair the defective Equipment or Motorola Software, replace it with the same or equivalent product, or refund the price of the defective Equipment or Motorola Software. That action will be the full extent of Motorola's liability for the warranty claim. If this investigation indicates the warranty claim is not valid, then Motorola may invoice Customer for responding to the claim on a time and materials basis using Motorola's then current labor rates. Repaired or replaced product is warranted for the balance of the original applicable warranty period. All replaced products or parts will become the property of Motorola.

9.6. ORIGINAL END USER IS COVERED. These express limited warranties are extended by Motorola to the original user purchasing the System for commercial, industrial, or governmental use only, and are not assignable or transferable.

9.7. DISCLAIMER OF OTHER WARRANTIES. THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE EQUIPMENT AND MOTOROLA SOFTWARE PROVIDED UNDER THIS AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10 DELAYS

10.1. FORCE MAJEURE. Neither Party will be liable for its non-performance or delayed performance if caused by a Force Majeure. A Party that becomes aware of a Force Majeure that will significantly delay performance will notify the other Party promptly (but in no event later than fifteen days) after it discovers the Force Majeure. If a Force Majeure occurs, the Parties will execute a change order to extend the Performance Schedule for a time period that is reasonable under the circumstances.

10.2. PERFORMANCE SCHEDULE DELAYS CAUSED BY CUSTOMER. If Customer (including its other contractors) delays the Performance Schedule, it will make the promised payments according to the Payment Schedule as if no delay occurred; and the Parties will execute a change order to extend the Performance Schedule and, if requested, compensate Motorola for all reasonable charges incurred because of the delay. Delay charges may include costs incurred by Motorola or its subcontractors for additional freight, warehousing and handling of Equipment; extension of the warranties; travel; suspending and re-mobilizing the work; additional engineering, project management, and standby time calculated at then current rates; and preparing and implementing an alternative implementation plan.

Section 11 DISPUTES

The Parties will use the following procedure to address any dispute arising under this Agreement (a "Dispute").

11.1. GOVERNING LAW. This Agreement will be governed by and construed in accordance with the laws of the State in which the System is installed.

11.2. NEGOTIATION. Either Party may initiate the Dispute resolution procedures by sending a notice of Dispute ("Notice of Dispute"). The Parties will attempt to resolve the Dispute promptly through good faith negotiations including 1) timely escalation of the Dispute to executives who have authority to settle the Dispute and who are at a higher level of management than the persons with direct responsibility for the matter and 2) direct communication between the executives. If the Dispute has not been resolved within ten (10) days from the Notice of Dispute, the Parties may proceed to litigation.

11.3 INTENTIONALLY OMITTED.

11.4. LITIGATION, VENUE and JURISDICTION. If a Dispute remains unresolved for ten (10) days after receipt of the Notice of Dispute, either Party may then submit the Dispute to a court of competent jurisdiction in the state in which the System is installed. Each Party irrevocably agrees to submit to the exclusive jurisdiction of the courts in such state over any claim or matter arising under or in connection with this Agreement.

11.5. CONFIDENTIALITY. All communications pursuant to subsection 11.2 will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence and any additional confidentiality protections provided by applicable law. The use of these Dispute resolution procedures will not be construed under the doctrines of laches, waiver or estoppel to affect adversely the rights of either Party.

Section 12 DEFAULT AND TERMINATION

12.1 DEFAULT BY A PARTY. If either Party fails to perform a material obligation under this Agreement, the other Party may consider the non-performing Party to be in default (unless a Force Majeure causes the failure) and may assert a default claim by giving the non-performing Party a written and detailed notice of default. Except for a default by Customer for failing to pay any amount when due under this Agreement which must be cured immediately, the defaulting Party will have thirty (30) days after receipt of the notice of default to either cure the default or, if the default is not curable within thirty (30) days, provide a written cure plan. The defaulting Party will begin implementing the cure plan immediately after receipt of notice by the other Party that it approves the plan. If Customer is the defaulting Party, Motorola may stop work on the project until it approves the Customer's cure plan.

12.2. FAILURE TO CURE. If a defaulting Party fails to cure the default as provided above in Section 12.1, unless otherwise agreed in writing, the non-defaulting Party may terminate any unfulfilled portion of this Agreement. In the event of termination for default, the defaulting Party will promptly return to the non-defaulting Party any of its Confidential Information. If Customer is the non-defaulting Party, terminates this Agreement as permitted by this Section, and completes the System through a third Party, Customer may as its exclusive remedy recover from Motorola reasonable costs incurred to complete the System to a capability not exceeding that specified in this Agreement less the unpaid portion of the Contract Price. Customer will mitigate damages and provide Motorola with detailed invoices substantiating the charges.

12.3. CONVENIENCE. Customer may terminate this Agreement (in whole or part) at any time. To exercise this right, Customer must provide to Motorola formal written notice at least thirty (30) days in advance of the effective date of the termination. The notice must explicitly state the effective date of the termination and whether the contract termination is in whole or in part, and if in part, which part is being terminated. If Customer exercises this right to terminate for convenience, it will be liable to pay Motorola for (1) the portion of the Contract Price attributable to the Equipment and/or Software delivered, and all services performed, on or before the effective date of the termination; and (2) costs and expenses that Motorola incurs as a result of the termination of the Agreement, including but not limited to costs and expenses associated with cancellation of subcontracts, restocking fees, removal of installation or test equipment, etc. If the portion of the Contract Price and/or the recoverable costs and expenses attributable to the termination of the Agreement are not readily ascertainable, Customer will be liable to pay Motorola for the reasonable value of such Equipment, Software, services, costs and expenses. Notwithstanding the above, Customer shall have no right to terminate this Agreement if Motorola has given Customer a notice of default and such default has not been cured.

Section 13 INDEMNIFICATION

13.1. GENERAL INDEMNITY BY MOTOROLA. Motorola will indemnify and hold Customer harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Customer to the extent it is caused by the negligence of Motorola, its subcontractors, or their employees or agents, while performing their duties under this Agreement, if Customer gives Motorola prompt, written notice of any the claim or suit. Customer will cooperate with Motorola in its defense or settlement of the claim or suit. This section sets forth the full extent of Motorola's general indemnification of Customer from liabilities that are in any way related to Motorola's performance under this Agreement.

13.2. GENERAL INDEMNITY BY CUSTOMER. Customer will indemnify and hold Motorola harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Motorola to the extent it is caused by the negligence of Customer, its other contractors, or their employees or agents, while performing their duties under this Agreement, if Motorola gives Customer prompt, written notice of any the claim or suit. Motorola will cooperate with Customer in its defense or settlement of the claim or suit. This section sets forth the full extent of Customer's general indemnification of Motorola from liabilities that are in any way related to Customer's performance under this Agreement.

13.3. PATENT AND COPYRIGHT INFRINGEMENT.

13.3.1. Motorola will defend at its expense any suit brought against Customer to the extent it is based on a third-party claim alleging that the Equipment manufactured by Motorola or the Motorola Software ("Motorola Product") directly infringes a United States patent or copyright ("Infringement Claim"). Motorola's duties to defend and indemnify are conditioned upon: Customer promptly notifying Motorola in writing of the Infringement Claim; Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and Customer providing to Motorola cooperation and, if requested by Motorola, reasonable assistance in the defense of the Infringement Claim. In addition to Motorola's obligation to defend, and subject to the same conditions, Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim or agreed to, in writing, by Motorola in settlement of an Infringement Claim.

13.3.2. If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Motorola Product; (b) replace or modify the Motorola Product so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the Motorola Product and grant Customer a credit for the Motorola Product, less a reasonable charge for depreciation. The depreciation amount will be calculated based upon generally accepted accounting standards.

13.3.3. Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the combination of the Motorola Product with any software, apparatus or device not furnished by Motorola; (b) the use of ancillary equipment or software not furnished by Motorola and that is attached to or used in connection with the Motorola Product; (c) Motorola Product designed or manufactured in accordance with Customer's designs, specifications, guidelines or instructions, if the alleged infringement would not have occurred without such designs, specifications, guidelines or instructions; (d) a modification of the Motorola Product by a party other than Motorola; (e) use of the Motorola Product in a manner for which the Motorola Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to install an enhancement release to the Motorola Software that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from its indemnity obligation to Customer extend in any way to royalties payable on a per use basis or the Customer's revenues, or any royalty basis other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the infringing Motorola Product.

13.3.4. This Section 13 provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. Customer has no right to recover and Motorola has no obligation to provide any other or further remedies, whether under another provision of this Agreement or any other legal theory or principle, in connection with an Infringement Claim. In addition, the rights and remedies provided in this Section 13 are subject to and limited by the restrictions set forth in Section 14.

Section 14 LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of the Equipment, Software, or services with respect to which losses or damages are claimed. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. This limitation of liability provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account.

Section 15 CONFIDENTIALITY AND PROPRIETARY RIGHTS

15.1. CONFIDENTIAL INFORMATION. During the term of this Agreement, the parties may provide each other with Confidential Information. Each Party will: maintain the confidentiality of the other Party's Confidential Information and not disclose it to any third party, except as authorized by the disclosing Party in writing or as required by a court of competent jurisdiction; restrict disclosure of the Confidential Information to its employees who have a "need to know" and not copy or reproduce the Confidential Information; take necessary and appropriate precautions to guard the confidentiality of the Confidential Information, including informing its employees who handle the Confidential Information that it is confidential and is not to be disclosed to others, but these precautions will be at least the same degree of care that the receiving Party applies to its own confidential information and will not be less than reasonable care; and use the Confidential Information only in furtherance of the performance of this Agreement. Confidential Information is and will at all times remain the property of the disclosing Party, and no grant of any proprietary rights in the Confidential Information is given or intended, including any

express or implied license, other than the limited right of the recipient to use the Confidential Information in the manner and to the extent permitted by this Agreement.

15.2. PRESERVATION OF MOTOROLA'S PROPRIETARY RIGHTS. Motorola, the third party manufacturer of any Equipment, and the copyright owner of any Non-Motorola Software own and retain all of their respective Proprietary Rights in the Equipment and Software, and nothing in this Agreement is intended to restrict their Proprietary Rights. All intellectual property developed, originated, or prepared by Motorola in connection with providing to Customer the Equipment, Software, or related services remain vested exclusively in Motorola, and this Agreement does not grant to Customer any shared development rights of intellectual property. Except as explicitly provided in the Software License Agreement, Motorola does not grant to Customer, either directly or by implication, estoppel, or otherwise, any right, title or interest in Motorola's Proprietary Rights. Customer will not modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, distribute, sublicense, sell or export the Software, or permit or encourage any third party to do so. The preceding sentence does not apply to Open Source Software which is governed by the standard license of the copyright owner.

Section 16 GENERAL

16.1. TAXES. The Contract Price does not include any excise, sales, lease, use, property, or other taxes, assessments or duties, all of which will be paid by Customer except as exempt by law. If Motorola is required to pay any of these taxes, Motorola will send an invoice to Customer and Customer will pay to Motorola the amount of the taxes (including any interest and penalties) within thirty (30) days after the date of the invoice. Customer will be solely responsible for reporting the Equipment for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income or net worth.

16.2. ASSIGNABILITY AND SUBCONTRACTING. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

16.3 WAIVER. Failure or delay by either Party to exercise a right or power under this Agreement will not be a waiver of the right or power. For a waiver of a right or power to be effective, it must be in a writing signed by the waiving Party. An effective waiver of a right or power will not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

16.4. SEVERABILITY. If a court of competent jurisdiction renders any part of this Agreement invalid or unenforceable, that part will be severed and the remainder of this Agreement will continue in full force and effect.

16.5. INDEPENDENT CONTRACTORS. Each Party will perform its duties under this Agreement as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership or formal business organization of any kind.

16.6. HEADINGS AND SECTION REFERENCES. The section headings in this Agreement are inserted only for convenience and are not to be construed as part of this Agreement or as a limitation of

the scope of the particular section to which the heading refers. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

16.7. ENTIRE AGREEMENT. This Agreement, including all Exhibits, constitutes the entire agreement of the Parties regarding the subject matter of the Agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which shall constitute one and the same instrument. A facsimile copy or computer image, such as a PDF or tiff image, or a signature shall be treated as and shall have the same effect as an original signature. In addition, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each Party signs that document.

16.8. NOTICES. Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address shown below by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt:

Motorola Solutions, Inc.	Customer
Attn: Law Department	Attn: _____
500 W. Monroe Street, 43 rd Floor	_____
Chicago, IL 60661	fax: _____

16.9. COMPLIANCE WITH APPLICABLE LAWS. Each Party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of this Agreement or use of the System. Customer will obtain and comply with all Federal Communications Commission ("FCC") licenses and authorizations required for the installation, operation and use of the System before the scheduled installation of the Equipment. Although Motorola might assist Customer in the preparation of its FCC license applications, neither Motorola nor any of its employees is an agent or representative of Customer in FCC or other matters.

16.10. AUTHORITY TO EXECUTE AGREEMENT. Each Party represents that it has obtained all necessary approvals, consents and authorizations to enter into this Agreement and to perform its duties under this Agreement; the person executing this Agreement on its behalf has the authority to do so; upon execution and delivery of this Agreement by the Parties, it is a valid and binding contract, enforceable in accordance with its terms; and the execution, delivery, and performance of this Agreement does not violate any bylaw, charter, regulation, law or any other governing authority of the Party.

16.11. ADMINISTRATOR LEVEL ACCOUNT ACCESS. Motorola will provide Customer with Administrative User Credentials. Customer agrees to only grant Administrative User Credentials to those personnel with the training or experience to correctly use the access. Customer is responsible for protecting Administrative User Credentials from disclosure and maintaining Credential validity by, among other things, updating passwords when required. Customer may be asked to provide valid Administrative User Credentials when in contact with Motorola System support. Customer understands that changes made as the Administrative User can significantly impact the performance of the System. Customer agrees that it will be solely responsible for any negative impact on the System or its users by any such changes. System issues occurring as a result of changes made by an Administrative User may impact Motorola's ability to perform its obligations under the Agreement or its Maintenance and Support Agreement. In such cases, a revision to the appropriate provisions of the Agreement, including the Statement of Work, may be necessary. To the extent Motorola provides assistance to correct any issues caused by or arising out of the use of or failure to maintain Administrative User Credentials, Motorola will be entitled to bill Customer and Customer will pay Motorola on a time and materials basis for resolving the issue.

16.12. SURVIVAL OF TERMS. The following provisions will survive the expiration or termination of this Agreement for any reason: Section 3.6 (Motorola Software); Section 3.7 (Non-Motorola Software); if any payment obligations exist, Sections 5.1 and 5.2 (Contract Price and Invoicing and Payment); Subsection 9.7 (Disclaimer of Implied Warranties); Section 11 (Disputes); Section 14 (Limitation of Liability); and Section 15 (Confidentiality and Proprietary Rights); and all of the General provisions in Section 16.

16.13. NON-APPROPRIATION OF FUNDS. In the event funds are not appropriated and budgeted in any fiscal year for payments due under this Agreement, the Customer shall immediately notify Motorola 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 the Customer of any kind whatsoever. To the extent Motorola has delivered Equipment or performed Services prior to the last day of the fiscal year for which the appropriation was made, Customer shall be liable to pay for such Equipment or Services. It is expressly agreed that Customer shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this Agreement, but only as an emergency fiscal measure during a substantial fiscal crisis.

The Parties hereby enter into this Agreement as of the Effective Date.

Motorola Solutions, Inc.	**Customer**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Exhibit A

SOFTWARE LICENSE AGREEMENT

This Exhibit A Software License Agreement ("Agreement") is between Motorola Solutions, Inc., (“Motorola"), and City of Joplin, Missouri (“Licensee”).

For good and valuable consideration, the parties agree as follows:

Section 1 DEFINITIONS

1.1 “Designated Products” means products provided by Motorola to Licensee with which or for which the Software and Documentation is licensed for use.

1.2 “Documentation” means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.3 “Open Source Software” means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.4 “Open Source Software License” means the terms or conditions under which the Open Source Software is licensed.

1.5 “Primary Agreement” means the agreement to which this exhibit is attached.

1.6 “Security Vulnerability” means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

1.7 “Software” (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

Section 2 SCOPE

Motorola and Licensee enter into this Agreement in connection with Motorola's delivery of certain proprietary Software or products containing embedded or pre-loaded proprietary Software, or both. This Agreement contains the terms and conditions of the license Motorola is providing to Licensee, and Licensee’s use of the Software and Documentation.

Section 3 GRANT OF LICENSE

3.1. Subject to the provisions of this Agreement and the payment of applicable license fees, Motorola grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under Motorola’s copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.

3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source

Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, Motorola will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; (ii) identify the Open Source Software and provide Licensee a copy of the applicable Open Source Software License (or specify where that license may be found); and, (iii) provide Licensee a copy of the Open Source Software source code, without charge, if it is publicly available (although distribution fees may be applicable).

Section 4 LIMITATIONS ON USE

4.1. Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

4.2. Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of Motorola's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; *provided* that Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.

4.3. Unless otherwise authorized by Motorola in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto one other device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to Motorola of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to Motorola at the time temporary transfer is discontinued.

4.4. When using Motorola's Radio Service Software ("RSS"), Licensee must purchase a separate license for each location at which Licensee uses RSS. Licensee's use of RSS at a licensed location does not entitle Licensee to use or access RSS remotely. Licensee may make one copy of RSS for each licensed location. Licensee shall provide Motorola with a list of all locations at which Licensee uses or intends to use RSS upon Motorola's request.

4.5. Licensee will maintain, during the term of this Agreement and for a period of two years thereafter, accurate records relating to this license grant to verify compliance with this Agreement. Motorola or an independent third party ("Auditor") may inspect Licensee's premises, books and records, upon reasonable prior notice to Licensee, during Licensee's normal business hours and subject to Licensee's facility and security regulations. Motorola is responsible for the payment of all expenses and costs of the Auditor. Any information obtained by Motorola and the Auditor will be kept in strict confidence by Motorola and the

Auditor and used solely for the purpose of verifying Licensee's compliance with the terms of this Agreement.

Section 5 OWNERSHIP AND TITLE

Motorola, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, emulations to or derivative works from the Software or Documentation, whether made by Motorola or another party, or any improvements that result from Motorola's processes or, provision of information services). No rights are granted to Licensee under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in this Agreement. All intellectual property developed, originated, or prepared by Motorola in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in Motorola, and Licensee will not have any shared development or other intellectual property rights.

Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY

6.1. The commencement date and the term of the Software warranty will be a period of ninety (90) days from Motorola's shipment of the Software (the "Warranty Period"). If Licensee is not in breach of any of its obligations under this Agreement, Motorola warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by Motorola solely with reference to the Documentation. Motorola does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. Motorola makes no representations or warranties with respect to any third party software included in the Software.

6.2 Motorola's sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If Motorola cannot correct the defect within a reasonable time, then at Motorola's option, Motorola will replace the defective Software with functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee's paid license fee.

6.3. Warranty claims are described in the Primary Agreement.

6.4. The express warranties set forth in this Section 6 are in lieu of, and Motorola disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not Motorola knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, Motorola disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.

Section 7 TRANSFERS

Licensee will not transfer the Software or Documentation to any third party without Motorola's prior written consent. Motorola's consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement. If the Designated Products are Motorola's radio products and Licensee transfers ownership of the Motorola radio products to a third party, Licensee may assign its right to use the Software (other than RSS and Motorola's

FLASHport® software) which is embedded in or furnished for use with the radio products and the related Documentation; *provided* that Licensee transfers all copies of the Software and Documentation to the transferee, and Licensee and the transferee sign a transfer form to be provided by Motorola upon request, obligating the transferee to be bound by this Agreement.

Section 8 TERM AND TERMINATION

8.1 Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by Motorola, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by Motorola.

8.2 Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to Motorola that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to Motorola or destroyed by Licensee and are no longer in use by Licensee.

8.3 Licensee acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Licensee breaches this Agreement, Motorola may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

Section 9 UNITED STATES GOVERNMENT LICENSING PROVISIONS

This Section applies if Licensee is the United States Government or a United States Government agency. Licensee's use, duplication or disclosure of the Software and Documentation under Motorola's copyrights or trade secret rights is subject to the restrictions set forth in subparagraphs (c)(1) and (2) of the Commercial Computer Software-Restricted Rights clause at FAR 52.227-19 (JUNE 1987), if applicable, unless they are being provided to the Department of Defense. If the Software and Documentation are being provided to the Department of Defense, Licensee's use, duplication, or disclosure of the Software and Documentation is subject to the restricted rights set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 (OCT 1988), if applicable. The Software and Documentation may or may not include a Restricted Rights notice, or other notice referring to this Agreement. The provisions of this Agreement will continue to apply, but only to the extent that they are consistent with the rights provided to the Licensee under the provisions of the FAR or DFARS mentioned above, as applicable to the particular procuring agency and procurement transaction.

Section 10 CONFIDENTIALITY

Licensee acknowledges that the Software and Documentation contain Motorola's valuable proprietary and Confidential Information and are Motorola's trade secrets, and that the provisions in the Primary Agreement concerning Confidential Information apply.

Section 11 LIMITATION OF LIABILITY

The Limitation of Liability provision is described in the Primary Agreement.

Section 12 NOTICES

Notices are described in the Primary Agreement.

Section 13 GENERAL

13.1. COPYRIGHT NOTICES. The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

13.2. COMPLIANCE WITH LAWS. Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of Motorola and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

13.3. ASSIGNMENTS AND SUBCONTRACTING. Motorola may assign its rights or subcontract its obligations under this Agreement, or encumber or sell its rights in any Software, without prior notice to or consent of Licensee.

13.4. GOVERNING LAW. This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State to which the Software is shipped if Licensee is a sovereign government entity, or the internal substantive laws of the State of Illinois if Licensee is not a sovereign government entity. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

13.5. THIRD PARTY BENEFICIARIES. This Agreement is entered into solely for the benefit of Motorola and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

13.6. SURVIVAL. Sections 4, 5, 6.4, 7, 8, 9, 10, 11 and 13 survive the termination of this Agreement.

13.7. ORDER OF PRECEDENCE. In the event of inconsistencies between this Exhibit and the Primary Agreement, the parties agree that this Exhibit prevails, only with respect to the specific subject matter of this Exhibit, and not the Primary Agreement or any other exhibit as it applies to any other subject matter.

13.8 SECURITY. Motorola uses reasonable means in the design and writing of its own Software and the acquisition of third party Software to limit Security Vulnerabilities. While no software can be guaranteed to be free from Security Vulnerabilities, if a Security Vulnerability is discovered, Motorola will take the steps set forth in Section 6 of this Agreement.

Exhibit B

PAYMENT SCHEDULE

Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution and in accordance with the following milestones.

1. 25% of the Contract Price due upon contract execution;

2. 60% of the Contract Price due upon shipment of equipment;

3. 5% of the Contract Price due upon installation of equipment;

4. 5% of the Contract Price upon system acceptance or start of beneficial use; and

5. 5% of the Contract Price due upon Final Acceptance.

Motorola reserves the right to make partial shipments of equipment and to request payment upon shipment of such equipment. In addition, Motorola reserves the right to invoice for installations or civil work completed on a site-by-site basis, when applicable.

Exhibit C

TECHNICAL AND IMPLEMENTATION DOCUMENTS

Exhibit D

SERVICE STATEMENT(S) OF WORK

Exhibit E

System Acceptance Certificate

Customer Name: _____

Project Name: _____

This System Acceptance Certificate memorializes the occurrence of System Acceptance. Motorola and Customer acknowledge that:

1. The Acceptance Tests set forth in the Acceptance Test Plan have been successfully completed.

2. The System is accepted.

Customer Representative:	Motorola Representative:
Signature: _____	Signature: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

FINAL PROJECT ACCEPTANCE:

Motorola has provided and Customer has received all deliverables, and Motorola has performed all other work required for Final Project Acceptance.

Customer Representative:	Motorola Representative:
Signature: _____	Signature: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

AMENDED BILL NO. 2016-014 ORDINANCE NO. _____

AN ORDINANCE APPROVING A PLAN FOR AN INDUSTRIAL DEVELOPMENT PROJECT CONSISTING OF THE ACQUISITION, CONSTRUCTION, IMPROVEMENT AND EQUIPPING OF A FROZEN FOODS MANUFACTURING FACILITY; AUTHORIZING THE CITY OF JOPLIN, MISSOURI TO ISSUE ITS TAXABLE INDUSTRIAL DEVELOPMENT REVENUE BONDS IN A PRINCIPAL AMOUNT NOT TO EXCEED $44,250,000 TO FINANCE THE COSTS OF SUCH PROJECT; AUTHORIZING AND APPROVING CERTAIN DOCUMENTS; AND AUTHORIZING CERTAIN OTHER ACTIONS IN CONNECTION WITH THE ISSUANCE OF THE BONDS.

WHEREAS, the City of Joplin, Missouri (the "City") is a constitutional charter city and municipal corporation of the State of Missouri, duly created, organized and existing under and by virtue of the Constitution and laws of the State of Missouri; and

WHEREAS, the City is authorized under the provisions of Article VI, Section 27(b) of the Missouri Constitution, as amended, and Sections 100.010 to 100.200, inclusive, of the Revised Statutes of Missouri, as amended (collectively, the "Act"), to purchase, construct, extend, improve and equip certain projects (as defined in the Act) for the purposes set forth in the Act and to issue industrial development revenue bonds for the purpose of providing funds to pay the costs of such projects and to lease or otherwise dispose of such projects to private persons or corporations for manufacturing, commercial, warehousing and industrial development purposes upon such terms and conditions as the City shall deem advisable; and

WHEREAS, DEF, LLC, a Missouri limited liability company (the "Company"), has proposed a project consisting of acquiring, constructing, improving, purchasing, equipping and installing a frozen foods manufacturing facility on approximately 26 acres of land located on the north side of East 32nd Street at the intersection of East 32nd Street and Prairie View Road in the City (the "Project"); and

WHEREAS, the City, in accordance with Section 100.050 of the Act, prepared a plan for industrial development (the "Plan"), gave notice of the Plan on October 18, 2016 by mail to the taxing jurisdictions in accordance with Section 100.059.1 of the Act, and held a public hearing regarding the Plan on November 7, 2016, during which hearing those in attendance were given the opportunity to provide comments with respect to the Plan; and

WHEREAS, the City now desires to approve the Plan; and

WHEREAS, the City desires to finance the costs of the Project out of the proceeds of industrial development revenue bonds to be issued under the Act (the "Bonds"); and

WHEREAS, the City has and does hereby find and determine that it is desirable for the economic development of the City and within the public purposes of the Act that the City proceed with the issuance of the Bonds for the purpose described above; and

WHEREAS, Section 4.23 of the City Charter requires that all bonds sold by the City be sold at public sale upon sealed proposals after at least fifteen days' notice in a newspaper published in Joplin, Missouri; and

WHEREAS, a notice of sale was published in the *Joplin Globe* on November 4, 2016 inviting potential bond purchasers to submit bids for the Bonds and the City has received one bid for the bonds; and

WHEREAS, the City further finds and determines that it is necessary and desirable in connection with approval of the Plan and the issuance of the Bonds that the City enter into certain documents, and that the City take certain other actions and approve the execution of certain other documents as herein provided;

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

Section 1. Promotion of Economic Development. The Council hereby finds and determines that the Project will promote the economic welfare and the development of the City, and the issuance of the Bonds by the City to pay the costs of the Project will be in furtherance of the public purposes set forth in the Act.

Section 2. Approval of Plan. The Council hereby approves the Plan attached hereto as **Exhibit A** in accordance with Section 100.050 of the Act.

Section 3. Authorization and Sale of the Bonds. The City is hereby authorized to issue and sell its Taxable Industrial Development Revenue Bonds (DEF, LLC Project), Series 2016, in an aggregate principal amount not to exceed $44,250,000, for the purpose of providing funds to pay the costs of the Project. The Bonds shall be issued and secured pursuant to the herein authorized Trust Indenture and shall bear such date, shall mature at such time, shall be in such denominations, shall bear interest at such rate, shall be in such form, shall be subject to redemption, shall have such other terms and provisions, shall be issued, executed and delivered in such manner and shall be subject to such provisions, covenants and agreements as are specified in the Trust Indenture upon the execution thereof, and the signatures of the officers of the City executing the Trust Indenture shall constitute conclusive evidence of their approval and the City's approval thereof.

The City hereby determines that the sealed proposal for purchase of the bonds submitted by the company was the only bid submitted at the public sale of the Bonds and that it is in the best interest of the City to accept the bid submitted by the Company. The sale of the Bonds to the Company at the interest rate and upon the terms set forth in the Trust Indenture is hereby approved.

Section 4. Limited Obligations. The Bonds and the interest thereon shall be limited obligations of the City payable solely out of the payments, revenues and receipts derived by the City from the herein authorized Lease Agreement, and such payments, revenues and receipts shall be pledged and assigned to the Trustee as security for the payment of the Bonds as provided in the Trust Indenture. The Bonds and the interest thereon shall not be deemed to constitute a debt or liability of the City within the meaning of any constitutional provision, statutory limitation or City Charter provision and shall not constitute a pledge of the full faith and credit of the City. The issuance of the Bonds shall not, directly, indirectly or contingently, obligate the City to levy any form of taxation therefore or to make any appropriation for their payment.

Section 5. Approval and Authorization of Documents. The following documents (the "City Documents") are hereby approved in substantially the forms presented to the Council at this meeting (copies of which documents shall be filed in the records of the City), and the City is hereby authorized to execute and deliver the City Documents with such changes therein as shall be approved by the officials of the City executing such documents, such officials' signatures thereon being conclusive evidence of their approval thereof:

(a) Trust Indenture dated as of the date set forth therein (the "Trust Indenture"), between the City and Commerce Bank, as trustee (the "Trustee"), pursuant to which the Bonds shall be issued and the City shall pledge and assign the payments, revenues and receipts received pursuant to the Lease Agreement to the Trustee for the benefit and security of the owners of the Bonds upon the terms and conditions as set forth in the Trust Indenture;

(b) Lease Agreement dated as of the date set forth therein (the "Lease Agreement"), between the City and the Company, under which the City will provide funds for the acquisition, construction, improvement and equipping of the Project and lease the Project to the Company pursuant to the terms and conditions in the Lease Agreement, in consideration of rental payments by the Company which will be sufficient to pay the principal of, premium, if any, and interest on the Bonds;

(c) Bond Purchase Agreement dated as of the date set forth therein, between the City and the Company, pursuant to which the Company agrees to purchase the Bonds;

(d) Performance Agreement dated as of the date set forth therein, between the City and the Company, pursuant to which the City has granted the Company certain rights with respect to the abatement of ad valorem real property taxes on the Project in consideration for the Company's agreement to pay certain payments in lieu of taxes; and

Section 6. Execution of Documents. The Mayor of the City is hereby authorized and directed to execute the Bonds and to deliver the Bonds to the Trustee for authentication for and on behalf of and as the act and deed of the City in the manner provided in the Indenture. The Mayor, City Manager or Finance Director of the City is hereby authorized and directed to execute the City Documents and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance, for and on behalf of and as the act and deed of the City. The City Clerk of the City is hereby authorized and directed to attest to and affix the seal of the City to the Bonds and the City Documents and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

Section 7. Further Authority. The Mayor, City Manager, Finance Director, City Clerk and other officials, agents and employees of the City as required are hereby authorized and directed to take such further action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance and to carry out, comply with and perform the duties of the City with respect to the Bonds and the City Documents. The Mayor is authorized to grant on behalf of the City such consents and waivers relating to the Bonds, the Trust Indenture, the Performance Agreement or the Lease Agreement as may be requested during the term thereof and as the Mayor may deem appropriate with the advice and counsel of city staff; provided, such consents and/or waivers shall not increase the principal amount of the Bonds, increase the term of the Lease or the tax exemption as provided for therein, or materially change the nature of the transaction. The name of the single purpose entity, DEF, LLC shall be inserted in all of the related documents as the legal entity for the Project.

Section 8. Effective Date. This Ordinance shall take effect and be in full force from and after its passage and adoption by the City Council and approval by the Mayor.

PASSED by the City Council of the City of Joplin, Missouri and APPROVED by the Mayor this _____ day of December, 2016.

[SEAL]

_____
MICHAEL L. SEIBERT, MAYOR

ATTEST:

_____
Barbara L. Hogelin,
City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards,
City Attorney

EXHIBIT A

PLAN FOR AN INDUSTRIAL DEVELOPMENT PROJECT

City of Joplin **City Council Agenda Item**

REQUESTED COUNCIL MEETING DATE: November 7, 2016 (public hearing)
November 21, 2016 (first reading – bond sale)
December 5, 2016 (final readings)

ITEM: AMENDED Council Bill No. 2016-014 authorizing the City of Joplin, Missouri, to issue its Taxable Industrial Development Revenue Bonds and authorizing the execution of other documents connected therewith.

ORIGINATING DEPARTMENT: Legal Department
ATTACHMENTS: AMENDED Council Bill No. 2016-014; copy of Chapter 100 Plan, Bond Purchase Agreement; Trust Indenture; Lease Agreement; Performance Agreement.

DEPARTMENT HEAD:	Peter C. Edwards	**DATE:**
CITY MANAGER:	Sam Anselm	**DATE:**
FINANCE DIRECTOR:	Leslie Haase	**DATE:**

INTRODUCTION:

The Amended Council Bill authorizes the execution of documents and issuance of Bonds relating to an economic development project consisting of the acquisition of land for and construction of a frozen foods manufacturing facility by DEF, LLC, a Missouri Limited Liability Company. Council Bill No. 2016-014 authorizes the City to issue its Taxable Industrial Development Revenue Bonds for the purpose of acquiring, constructing, improving, purchasing, equipping and installing a frozen foods manufacturing facility on approximately 26 acres of land located on the north side of East 32nd Street at the intersection of East 32nd Street and Prairie View Road in the City, including the land and associated buildings, structures, fixtures and equipment (the "Project"). The Project is designed to be used for the manufacturing, packaging and distributing of frozen food products and the incentives will benefit a large frozen foods manufacturing company (the "Company"). The Council Bill authorizes the City to enter into certain agreements in connection with the issuance of the Bonds; and authorizes the City to take certain other actions in connection with the issuance of the Bonds. The Company is in the process of creating a special purpose entity that will enter into the transactions relating to the Bonds. When that entity is created, its name will be added to the Ordinance and the attached documents. This is anticipated to occur prior to the November 7 meeting.

DISCUSSION:

The project involves the acquisition of property and construction and equipping of a new facility with approximately Twenty Six Million Two Hundred Fifty Thousand Dollars ($26,250,000.00) in project costs for land and real property improvements and Eighteen Million Dollars ($18,000,000.00) in machinery and equipment. The Chapter 100 Plan provides 100% abatement for the real property improvements and equipment for 10 years after project completion and then 50% abatement for an additional 5 years. Payments in lieu of taxes represent taxes otherwise due on the value of the underlying real estate and 50% of the value of the real property improvements and equipment after the initial 10-year

period ends. The Project is anticipated to add 415 new jobs at the site.

Chapter 100 Revenue Bonds are authorized pursuant to Chapter 100 of the Missouri Revised Statutes. This funding vehicle provides for the City to be the actual owner of the project. The project then is leased to the Company. During the time the Bonds remain unpaid and the City owns the project, the project is exempt from real and personal property taxes because title to the project is held by the City as a tax-exempt entity. Chapter 100 Revenue Bonds are paid solely from revenue received from the project and such Bonds are not an obligation or debt of the City, except for the obligation to apply lease payments to the bond debt service. Thus, in the unlikely event that the Company was to default on the payment of its obligations under the Bond documents, the City is not liable to make such payments from any source other than revenue received from the project. In addition, because such Bonds do not constitute a debt of the City within the meaning of any constitutional or statutory limitation, the bonding capacity of the City is not affected by their issuance.

Since, as is stated above, the City will technically be the owner of all of this project, the sales taxes will be abated at one hundred percent (100%) for the construction materials purchased for the project in the State of Missouri and the real and personal property taxes will be abated as described above.

Additionally, the Performance Agreement requires that:

The Company will maintain 375 jobs at a base wage of $34,000 per year (adjusted for inflation) plus benefits at the project for so long as the Bonds are unpaid. In the event that the Company fails to maintain 375 jobs at the base wage and benefits at the project for two consecutive years, then the Company shall be required to pay a pro-rata portion of the property taxes abated in the second year (and any subsequent year in which the failure continues), based on the employment numbers. Also, if the Company fails to spend at least 80% of the projected investment at the project site, the Company will lose a portion of the abatement value. Additionally, if the Company vacates the project site for more than a year, the City can terminate the abatement incentives.

RECOMMENDATION:

Staff presents this Amended Council Bill to the Council for consideration.

PCE
attachments

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: November 21, 2016

Item: COUNCIL BILL NO. 2016-155
Originating Department: PUBLIC WORKS - AIRPORT

Attachments: 1) Copy of Agreement
2) Copy of Council Bill

Department Head: Nick Heatherly
Finance Department: Leslie Haase
City Attorney: Peter Edwards
City Manager: Sam Anselm

Recommended Action: Approval of License Agreement by and between the City of Joplin and Alpha Air Center, LLC to conduct an Airshow at the Joplin Regional Airport.

Summary: Alpha Air Center, LLC is a license Fixed Base Operator (FBO) doing business at the Joplin Regional Airport. They have requested authorization to hold an Airshow at the Airport in September of 2017. Josh Crooker, Manager Alpha Air, made the formal request to the Airport Board at the October meeting and the Board had no issue pending the approval of a license agreement. Since that time the Airport Staff has worked with the City Attorney's office to develop this agreement.

Discussion: This License Agreement will provide Alpha Air Center the authorization to use the Joplin Regional Airport facility for an Airshow. The agreement will require Alpha Air Center to submit for approval Operational Plans to the FAA and DHS/TSA in compliance with the requirements of both organizations. The agreement is very detailed as to the requirements of this usage in order to protect the Airport and its tenants.

The Airport staff will be involved in order to insure the compliance of the License agreement but will not have any financial liability with the Airshow. The agreement provides a License Fee of $2500 to help cover the Airport expenses for support of this event.

Recommendation: Staff requests approval of the Airshow License Agreement with Alpha Air Center, LLC on first reading.

LICENSE AGREEMENT

THIS LICENSE AGREEMENT made and entered into this _____ day of _____, 2016, by and between the CITY OF JOPLIN, MISSOURI, a municipal corporation, hereinafter referred to as "Licensor", and ALPHA AIR CENTER, LLC, hereinafter referred to as "Licensee".

W I T N E S S E T H :

For and in consideration of the mutual promises, covenants, agreements, and understandings herein made and contained, the Licensor hereby grants a non-exclusive license to the Licensee for the after-mentioned land and improvements located thereon, to use for the following purposes and subject to the following covenants and conditions, to-wit:

1. Demise and Term. Licensor licenses to Licensee and Licensee licenses from Licensor, the land and improvements, including the surrounding parking areas, known as Joplin Regional Airport (hereinafter referred to as the "Premises"), Joplin, Missouri. Said license is non-exclusive and in no way shall interfere or prevent the City of Joplin from exercising administration and control of the premises. The original term of this license shall commence on September 8, 2017 and shall terminate on September 10, 2017.

2. License Fee. A fee of Two Thousand Five Hundred and 00/100 Dollars ($2,500.00) shall be due no later than August 1, 2017 and payable the date hereof to the Director of Finance of the City of Joplin.

3. Deposit. A $500 deposit will be due to Licensor at the execution of this agreement. The deposit will be nonrefundable, except as provided in paragraphs 12 and 23.

4. Assignment and Subletting. Licensee will not assign this license in whole or in part without obtaining the prior written consent of the Licensor. Any assignment without Licensor's consent in writing shall be void.

5. Use of Premises by Licensee. Licensee is a limited liability company and the licensed premises shall be used solely for the purpose of conducting an "airshow," and other related uses, unless written permission is given by the Director of the Joplin Regional Airport. Operation shall not extend beyond 10:00 p.m. on September 8, 2017, and the premises shall be returned to their normal state by no later than 12:00 p.m. on September 10, 2017. Licensee shall not perform any acts or carry on any practices that may injure the premises or be a nuisance or menace. Licensee shall obtain such state, county, and local, permits or licenses as may be required.

6. Licensee's Responsibilities. This Agreement is conditioned upon Licensee's assurances that the subject "airshow" shall be maintained and operated solely by Licensee and no other person, corporation, association or legal entity whatsoever. All of Licensee's personnel and volunteers shall be the sole responsibility of Licensee. Licensee shall leave the premises in

the same condition as it was prior to the start of this Agreement. A full list of Licensee's responsibilities is attached hereto, as Exhibit "A."

7. Licensor's Responsibilities. A full list of Licensor's responsibilities is attached hereto, as Exhibit "B."

8. Fixtures and Alterations. Licensor and Licensee hereby agree that the premises are licensed in an "AS IS" condition. Licensee shall not make or cause to be made any alterations, additions or improvements.

9. Maintenance of Licensed Premises. Licensee shall at all times maintain the licensed premises in good condition and repair and keep the premises in a neat and orderly condition.

10. Insurance. Licensee shall, during the entire term of this license, keep in full force and effect policies of public liability and property damage insurance with respect to the licensed premises and the business operated by Licensor in the licensed premises, in which the limits of public liability shall not be less than a single limit of $5,000,000.00 for personal injury and damage to property in the aggregate. The policy shall name Licensor, any person, firms or corporations designated by Licensor, and Licensee as additional insureds. The insurance shall be in an insurance company acceptable to Licensor and a copy of the policy or a Certificate of Insurance shall be delivered to Licensor upon execution of this License Agreement.

11. Indemnification of Licensor. Licensee hereby assumes all risk of, and responsibility for, and agrees to indemnify and save harmless Licensor, from and against any and all claims, demands, suits, actions, recoveries, judgments and costs and expenses therewith made, brought or obtained on account of the loss of life or property or injury or damage to the person or property of any person or persons whomsoever, whether such person or persons be Licensor, their agents or employees, or Licensee, its agents or employees, or any third person in any way connected with the parties hereto, which loss of life or property, or injury or damage to persons or property, shall be due to, or arise out of, result from, or be in any way connected with, this license or any work done thereunder or business carried on by Licensee during the term of the License and on the licensed premises.

12. Damage or Destruction of Licensed Premises. In the event that the licensed premises are destroyed or damaged so as to be unfit for use by fire, storm, explosion, earthquake or other casualty, so as not to be capable of being economically rebuilt or restored by the date of this license, then this license shall be automatically terminated and deposit returned to Licensee..

13. Default of the Licensee. In the event of any failure by Licensee to pay any rental due hereunder within ten (10) days after the same shall be due, or any failure to perform any other of the terms, conditions or covenants of this license to be observed or performed by Licensee for more than five (5) days after written notice of such default shall have been given to Licensee, then Licensor, besides other rights and remedies it may have, shall have the immediate right of re-entry and may remove all persons and property from the licensed premises without service of notice or resort to legal process and without being deemed guilty of trespass or

becoming liable for any loss or damage which may be occasioned thereby. Should Licensor at any time terminate this license for any breach in addition to any other remedies it may have, it may recover from Licensee all damages it may incur by reason of such breach. Licensee further agrees to indemnify Licensor for any and all costs and expenses, including attorney fees, incurred by Licensor in any lawsuit against Licensee to enforce the terms of this license.

14. Right of Entry. Licensor or Licensor's agents shall have the right to enter the licensed premises at all reasonable times to examine the same and to make such repairs, alterations, improvements or additions as the Licensor may deem desirable, and Licensor shall have the right to enter the premises to conduct routine health inspections and other inspections as deemed necessary by Licensor.

15. Notices. All notices, requests, and other communications hereunder shall be in writing and shall be deemed to be duly given if delivered or deposited in the U.S. Mail, First Class Postage prepaid, Certified, Return Receipt Requested, (except for rent payments) to the Licensor as follows:

City of Joplin, Missouri
Sam Anselm, City Manager
602 South Main Street
Joplin, Missouri 64801,

and to Licensee as follows:

Jake Asbell, Managing Member
Alpha Air Center
5509 North Dennis Weaver Dr.
Joplin, Missouri 64801

Each party may, from time-to-time, designate a different address by notice given in conformity with this paragraph. The date of mailing as indicated on the U.S. Postal Return Receipt shall be the commencement date for calculating any time periods associated with the giving of notice hereunder.

16. Amendments. It is acknowledged that the covenants and obligations herein contained are the full and complete terms of this license Agreement, and no alteration, amendments or changes to such terms shall be binding unless first reduced to writing and executed with the same formality as this Agreement. This provision shall not apply to changes of address for forwarding of notice or rental payments.

17. Headings. The headings hereof are intended as guides only and shall not be construed as having any legal effect.

18. Compliance with Applicable Laws. Licensee shall comply with all applicable laws, ordinances, rules and regulations.

19. Entire Agreement. This instrument embodies the whole agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein and this Agreement shall supersede all previous communications, representations or agreements, either verbal or written, between the parties.

20. 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, or the United States District Court for the Western District of Missouri.

21. Heirs, Successors and Assigns. Each and every obligation contained in this License Agreement shall be jointly and severally binding upon the respective parties, their heirs, legal representatives, successors and assigns.

22. No Implied Waivers. The right of any party under any provision of this Agreement shall not be affected by its prior failure to require the performance by the other party under such provision or any other provision of this Agreement, nor shall the waiver by any party of a breach of any provision hereof constitute a waiver of any succeeding breach of the same or any other provision or constitute a waiver of the provision itself. A waiver of any right or obligation hereunder must be in writing and signed by the parties to this Agreement.

23. Cancellation or Termination. This Agreement shall govern all transactions between the parties until cancelled or terminated by the City. It is agreed that the City shall have the right to cancel or terminate this Agreement at any time on five (5) days written notice by certified mail, or by personal delivery, to Licensee prior to August 1, 2017. If the City cancels or terminates pursuant to this paragraph, the deposit referred to in paragraph 3 shall be returned to Licensee.

24. Contingent of City Council Approval. This Agreement is contingent on approval from the Joplin City Council.

IN WITNESS WHEREOF, the parties have caused these presents to be executed in duplicate as of the day and year first above written.

"LICENSOR"
CITY OF JOPLIN, MISSOURI, a
Municipal Corporation

By: _____
Samuel L. Anslem,
City Manager

ATTEST:

_____
Barbara Hogelin
City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards
City Attorney

"LICENSEE"
ALPHA AIR CENTER, a
Missouri Limited Liability Company

By:_____
Jake Asbell, Managing Member

ATTEST:

_____
Secretary

Exhibit A
Licensee's Responsibilities

The Licensee will:

1. Ensure all participants of the Air Show, their authorized officers, employees, agents, contractors, subcontractors, suppliers, service personnel, licensees, and other representatives, relating to the Licensee's use of the Airport and the performance of the Licensee's obligations, duties, and responsibilities under the terms and conditions of this Agreement, adhere to the air show operations manual, entitled *Operations and Instructions*, and the rules and regulations of the Federal Aviation Administration (FAA) and other federal, state and local agencies and governmental authorities having jurisdiction.

2. Comply with the air show operations manual entitled *Operations and Instructions*, the contents of which are to be mutually agreed to by City and Licensee. In case of conflict between the contractual terms set forth in this Agreement and the air show operations manual, *Operations and Instructions*, whether revised or original, this Agreement shall govern and take precedence over such manual and any other documents referenced in such manual. All drafts of this manual, submitted between the City and Licensee, shall be in Word-format on a compact disc.

3. Notify the City of coordination meetings involving the Air Show. The City may attend these meetings.

4. Provide and pay all direct expenses for all services and insurance required by Licensee for the successful accomplishment of the obligations of Licensee under this Agreement, in order to stage the Air Show at the Airport.

5. Negotiate and enter into all contracts, agreements, licenses and/or franchises with suppliers, performers, exhibitors, promoters, financiers, advertisers, radio, television, newspaper, magazine, billboard media, concessionaires and other parties relating to the promotion, management and/or operation of the Air Show. Licensee shall furnish City separate certificates of insurance for each such subcontractor that operates on the Airport with minimum coverage of $1 million, unless lesser coverage is approved by the Director.

6. Establish recognizable credentials for event personnel of the Licensee, concession stand personnel, and parking lot attendants each day of the Air Show. Licensee will provide personnel with appropriate qualifications and experience and in sufficient numbers to provide the services and security appropriate for the Air Show. When any employees, agents, officials, guests or invitees of Licensee shall conduct themselves in a manner that is unlawful, improper, offensive or otherwise detrimental to the health and safety of the public, in the opinion of the City, the City shall have the right to reject such persons from the premises and the Airport.

7. Repair all damage to the Airport, its parking premises and operating premises when such damage results from the careless, negligent, or intentional acts of the Licensee or Licensee's employees or agents, patrons, spectators, and/or participants, aside from what would be considered normal and reasonable wear and tear.

8. Deliver the following to the Joplin Regional Airport Manager addressed to the Director of Aviation:

a. A copy of the Air Show operations manual, entitled *Operations & Instructions*, by August 1, 2017.

b. A copy of the Air Show emergency plan, entitled *Emergency Plan;* by August 1, 2017; all drafts of the *Emergency Plan*, submitted between the City and Licensee, shall be in Word-format on a compact disc;

c. A plan for cleanup, entitled Clean-up Plan, by August 1, 2017;

d. An Advertising Sign Plan by August 1, 2017; and

e. A copy of the Air Show security plan, entitled Security Plan, by August 1, 2017. The Security Plan shall include the name of the agency providing each security function, and dates and times of coverage for each specific function as follows:

i. Uniformed Police traffic control on State Highways 171 & 43 to keep traffic flowing. These services will be needed during flight practice and over the weekend public event.

ii. Uniformed Police traffic patrols on State Highways 171 & 43 to deter vehicles from being parked where they will obstruct traffic during flight practice and weekend public event.

iii. Access control at all Airport Operations Area perimeter gates during periods of use by Event Licensee, to include keeping the Fire Lane open.

iv. Screening at event entrances on weekend public event.

v. Uniformed Police presence at entrances and inside venue with roving patrols over weekend public event to maintain order and handle disturbances and to respond to emergencies, incidents, and other possible contingencies, including cancellation of the remaining schedule of activities in event of an aircraft accident, incident or due to weather.

vi. Perimeter control along the show line to keep unauthorized persons from entering active Airport Operations Area during practice and the weekend public event.

vii. Uniformed Police traffic control to work the Terminal main parking lot, block traffic, and keep automobiles out of the bus loading lane at the conclusion of the public event each day.

viii. Crowd control to sweep the public from the aircraft ramps at the conclusion of the public event each day.

ix. Security will check for underage ground vehicle operators inside the Airport Operations Area.

9. Deliver the following no later than August 1, 2017, to the Airport Manager:

   a. A copy of all required FAA Waivers for the Air Show;

   b. A copy of all required NOTAMS for the Air Show;

   c. A copy of the Airport layout showing the affected areas for the Airshow Activities;

   d. A schedule of Air Show events and programs for each day;

   e. A list of all contracts entered into by the Licensee for the Air Show;

   f. A general listing of all food concession items to be sold to the public.

10. Remove all Air Show informational signs placed at the Airport when the Air Show is over.

11. Provide and advertise outside phone numbers to provide information about the Air Show and to which Aviation Department may forward calls. Licensee will provide to City a script to place on City's telephone system providing callers with recorded Air Show information.

12. Install snow fence, portable fence, and barricades along flight line for primary crowd and food control.

13. Assume responsibility to deliver and install white plastic show line and provide sufficient labor to spread and apply ballast to white line once it is unrolled. (Aviation Department will provide logistical assistance, apparatus and auxiliary labor to install the plastic show line and determine the appropriate amount of ballast required to properly secure the plastic show line.)

14. Provide and install event informational and all required safety banners, placards, and signs at various locations at the Airport, subject to the City's approval of the manner of and/or locations of the banners, placards or signs affixed to airport property.

15. Provide material, labor and construct elevated stage for air show announcers.

16. Unload exhibitor and vendor equipment and materials.

17. Perform traffic and crowd control as required by any activity associated with this event.

18. Provide and deliver ice for Licensee tents and various activities from own vendor.

19. Provide labor to handle or dispense beverages for all functions.

20. Sanitize, empty, relocate, upright, clean and otherwise service portable toilets during and after each day of the event.

21. Ensure that all ground vehicle operator, including those operating golf carts, inside Airport Operations Area are in possession of a valid driver's license.

22. Use City equipment, facilities, personnel or supplies only with the prior approval of Airport management.

23. Provide labor and material to assemble and erect various tents as needed and provide for repair of tents and tent poles as required.

25. Inventory and provide for sale to the public an adequate supply of potable drinking water at all times and in locations convenient and visible to the public, including in the nighttime hours.

26. Participate in a pre-event tenant meeting as scheduled by City and recognize the right of City to arbitrate any issues regarding tenant use of their occupied premises or access to their aircraft, apron or hangar during Licensee's event.

27. Provide temporary facilities, equipment, supplies and EMT personnel to provide first aid and initial medical response for the event.

Exhibit B
Licensor's Responsibilities

The Licensor will:

1. Have sole responsibility for all Aviation personnel normally staffed for Airport operations. It is understood that Aviation Department employees may volunteer their services at the Air Show on their own time and at their own risk. However, while on City duty, the Aviation Department will not authorize any staff to participate with any air show function, outside their normal airport operation duties.

2. Provide designated space at the Airport for Licensee to conduct all activities related to the Air Show.

3. Permit the Licensee to place signage on or about the Airport, as needed, for the purpose of providing Air Show information. All signs will be removed following the event.

4. Waive payment of landing fees, fuel flow fees, and tie down fees for any purpose related to Air Show business during the term of the Agreement.

5. Provide limited access to GA Terminal building lobby restrooms from ramp for use by Event Licensee staff and vendors during each day of the Air Show event. Public shall not be accorded access to GA Terminal lobby restrooms during the Air Show. Event Licensee shall provide adequate number of portable toilets, including the specified number of ADA units deemed sufficient by City.

6. Spruce up airport streets, parking lots, buildings, and landscaping prior to event.

7. Install yellow X surface markings on closed runway and taxiways per applicable Advisory Circular.

8. Install barricades and signs to close off streets, as required by Licensee, and parking lots under direct control of City to public access.

9. Maintain Ballast on white plastic show line on daily basis.

10. Provide access to equipment, operators, and vendors as necessary for logistical support to set-up tents and on airfield facilities. City will not provide manual labor to erect tents.

11. Permit temporary electrical service connections for event stage and trailers and provide power from existing City facilities. Vendors and concession operators to provide own connections and power. All connections and hookups will be supervised and approved by Aviation Department.

12. Provide non-potable water from existing City facilities.

13. Install temporary airport street traffic control signs as necessary.

14. Clean and restock Terminal lobby restrooms during and after each day of the event.

15. Issue appropriate NOTAMS as required by the air show per applicable Advisory Circular. Event Licensee to provide Aviation Department with information required to issue NOTAMS on or before August 1, 2017.

~~16.~~ Provide an accident/incident spokesperson from the Aviation Department.

17. Provide a City two-way radio with which to communicate with the Aviation Department in the event of an emergency.

18. Permit the installation of the public address system on terminal roof. Licensee to take all precautions so as to not damage roof membrane.

19. Provide aircraft crash rescue for the event.

COUNCIL BILL NO. 2016-155 ORDINANCE NO.

AN ORDINANCE Approval of License Agreement by and between the City of Joplin and Alpha Air Center, LLC to conduct an Airshow at the Joplin Regional Airport.

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

Section 1. That an License agreement by and between the City of Joplin and Alpha Air Center, LLC to conduct an Airshow at the Joplin Regional Airport, a true and accurate copy of said agreement being attached hereto and incorporated herein and the same is hereby approved.

Section 2. That the Director of Public Works of the City of Joplin, Missouri, is hereby authorized to execute said Agreement in substantial conformance with the attached, for and on behalf of the City of Joplin.

Passed by the Council of the City of Joplin, Missouri, this _____ day of _____, 2016, by a _____ vote.

_____

ATTEST: Michael L. Seibert, Mayor

_____

Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

COUNCIL BILL NO. 2016-382 ORDINANCE NO.

AN ORDINANCE adopting the 2016 City of Joplin Historic Preservation Plan Update.

WHEREAS, the 2016 Historic Preservation Plan shall serve the City of Joplin in preserving our community's heritage and guide future decision making; and

WHEREAS, the 2016 Historic Preservation Plan shall replace in full the 1990 Historic Preservation Plan and all subsequent amendments,

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

Section 1. That the 2016 Historic Preservation Plan having been recommended for approval by the Historic Preservation Commission and the Missouri State Historic Preservation Office, and

Section 2. That the Council of the City of Joplin, Missouri, does hereby adopt a new Historic Preservation Plan, to be known as the 2016 Historic Preservation Plan, a true and accurate copy of the same being on file in the City Clerk's office.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of _____, 2016.

_____

ATTEST: Micheal Siebert, Mayor

_____

Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____

Peter Edwards, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: November 21, 2016

Item: Council Bill 2016-382
Originating Department: Planning, Development and Neighborhood Services

Attachments: 1) Council Bill No 2016-382
2) 2016 Historic Preservation Plan

Department Head: Troy Bolander
Finance Department: Leslie Haase
City Attorney: Peter Edwards
City Manager: Sam Anselm

INTRODUCTION:

This Council Bill authorizes the City of Joplin to adopt the 2016 Historic Preservation Plan Update.

DISCUSSION:
Heritage Strategies and staff worked on an update to the 1990 Historic Preservation Plan. The group hosted three public meetings and meetings with stakeholders in the development of the plan.

The plan contains recommendations for action on the City's Historic Preservation Program, Downtown Revitalization, Neighborhood Preservation, Commercial Corridors, and Interpretation and Engagement. The items within are not mandates or guaranteed; action will be dependent on funding and feasibility.

RECOMMENDATION:

Staff recommends this Council Bill be approved.

HISTORIC PRESERVATION PLAN

FOR THE

City of Joplin, Missouri






Heritage Strategies, LLC

August, 2016

HISTORIC PRESERVATION PLAN

CITY OF JOPLIN

Joplin, Missouri

Prepared for the

Department of Planning, Development

and Neighborhood Services

City of Joplin

Prepared by

Heritage Strategies, LLC

Birchrunville, Pennsylvania

August, 2016

This Historic Preservation Plan has been funded primarily through a Historic Preservation Fund grant administered by the State Historic Preservation Office of the Missouri Department of Natural Resources with funds provided by the federal government's Certified Local Government Program as administered through the National Park Service. Additional funds and staff support have been provided by the City of Joplin.

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CHAPTER 1 – INTRODUCTION AND OVERVIEW

The recommendations of this plan are intended to provide a potential long-term program for historic preservation and community enhancement for the City, stakeholders and organizations, and residents. No recommendations in this plan are mandatory. Some recommendations may be implemented, and some may not. Some may be changed, adapted, or refined. Most recommendations build upon existing programs and endeavors and are not intended to require extraordinary expenditures of resources. All of the recommendations selected for implementation may be phased-in as time and financial resources become available.

The City of Joplin has prepared a Historic Preservation Plan that replaces a previous preservation plan prepared in 1990 and builds on significant recent developments in city-wide planning and the implementation of new projects. The May 2011 tornado in Joplin was a major event in the City's history and led to recovery efforts that have reshaped the community. We are now marking the tornado's five-year anniversary. It is time to recommit the City of Joplin and community stakeholders to continued revitalization and recovery. This preservation plan builds on recovery efforts and offers a vision and program for the next five years and beyond, merging efforts within the tornado zone with revitalization of Joplin's historic core.

This Historic Preservation Plan strengthens Joplin's historic preservation program by recognizing its accomplishments over the past thirty years and identifying strategies and actions to consolidate its focus for the future. Most importantly, the plan emphasizes that Joplin's historic character is central to its identity and

should be strengthened and enhanced through a wide variety of programmatic initiatives that go beyond the traditional realms of historic preservation.

With that perspective and building upon Joplin's 2012 Comprehensive Plan, the preservation plan embraces new and ongoing strategies for downtown revitalization, neighborhood revitalization, the enhancement of commercial corridors, and community engagement.

1.1 THE PLANNING PROCESS

Preparation of this Historic Preservation Plan was undertaken with funding provided by the Missouri State Historic Preservation Office through its Certified Local Government Program. Joplin has been a beneficiary of multiple grants to undertake historic preservation projects since it qualified as a Certified Local Government in 1986. Additional funding and staff support was provided by the City. The project was organized and managed by Joplin's Department of Planning, Development and Neighborhood Services. The Historic Preservation Commission worked closely with city staff in the planning process.

The city's planning consultant, Heritage Strategies, LLC, was introduced to Joplin during an initial visit in August, 2015, prior to the beginning of work on the project. The consultants were given a tour of the city, explored its neighborhoods, and were introduced to a number of interested stakeholders.

Work on the preservation plan began in October, 2015, after approval by City Council. Heritage Strategies reviewed background material on Joplin's history, historical development, city programs, economy, and demographics. In late October, the consultants undertook an extensive visual survey of the city, becoming familiar with its neighborhoods and assessing the condition of its historic resources. The consultants met with city staff, the Historic Preservation Commission, and stakeholders.

Following a period of background review and assessment, in January 2016, a series of focus groups convened to review issues around three key areas of interest: (1) Joplin's economy with a special focus on downtown revitalization, (2) Joplin's historic neighborhoods, and (3) history, arts and culture within the city. Representatives of stakeholders involved in these three areas discussed existing conditions, issues, and potential directions for future action to which the preservation plan could contribute.

One-on-one meetings were held with other key stakeholders as well. Heritage Strategies presented an overview of its assessment of Joplin's historical development and historic preservation issues at a public workshop held in Joplin's new high school.

In March 2016, the focus groups were reconvened to review and discuss Heritage Strategies' preliminary recommendations for the plan. Recommendations were organized into the topical chapters:

- Joplin's Historic Preservation Program;
- Downtown Joplin;
- Joplin's Historic Neighborhoods;

- Commercial Corridors; and
- Joplin's Stories – Interpretation and Engagement.

Additional stakeholder meetings were held to discuss strategies and roles, and a second public workshop was conducted with facilitated discussion about the plan. Further discussions were held with representatives of the Missouri State Historic Preservation Office, Missouri Main Street, and others.

The full draft Historic Preservation Plan was completed in June and July 2016 and finalized in August. Throughout the planning process the goal has been to build upon recent preservation initiatives and accomplishments. The plan has emphasized engaging stakeholders throughout the city in different areas of interest and organizing their activities in preserving and enhancing Joplin's historic character.

1.2 FOUNDATION OF THE PLAN

The foundation for this Historic Preservation Plan rests upon Joplin's recent history of growth and development, its economic base for future prosperity, and the role that historic character plays in quality of life for Joplin's residents. Joplin's position as a regional economic and commercial center is a direct consequence of its historic role as a center of the Tri-State Mining Area of Missouri, Kansas, and Oklahoma. This position is the underpinning of its current economy and prospect for future growth and prosperity.

Significant strategies and actions have been developed and undertaken to strengthen Joplin's economic future, and the city's quality of life and ability to attract businesses, institutions, visitors, and residents is central to those strategies. Joplin's historic character is an important asset that contributes to local quality of life. This preservation plan embraces the city's economic strategies and demonstrates how to make the best use of Joplin's historic assets in their realization.

The City of Joplin

Joplin is the second largest city in southwest Missouri and the largest city within the historic Tri-State Mining Area. Joplin's economic reach includes the corner of southwest Missouri as well as areas of adjacent southeast Kansas, northeast Oklahoma, and northwest Arkansas. The City of Joplin has a resident population of approximately 51,000 people. However, Joplin's daytime population grows to about 250,000 because of the city's role as a regional commercial center. Many people living over a broad regional area outside of the city commute to Joplin to work, shop, and access services.

Joplin's population has grown slowly over the last century following the city's initial boom in the early mining era and has remained stable in the face of economic change. This history is in contrast to that of many other mining and industrial centers across the country. The strength of Joplin's manufacturing and its diversification over the years as a regional commercial center have enabled the city to maintain a relatively stable economy. Joplin has been fortunate in being able to use the prosperity derived from the mining era to build its urban

infrastructure and develop other sectors of its economy in order to accomplish a successful economic transition.

Today Joplin's leading economic sectors are manufacturing (12.2%), retail (14.1%), health care (18.0%), and visitor services (accommodations and food service – 10.0%). These are closely followed by educational (8.0%) and transportation/warehousing (5.7%) (Novogradac 2012:14). The city's overall economic condition is good; its unemployment rate in December 2015 was an impressive 3.3%, significantly below the state-wide average of 4.4%, which is below the national unemployment rate of 5.0% (US BLS 2016).[1]

The three pillars of Joplin's economy are viewed as small manufacturing, regional retail (including accommodations and food service), and health care (including related services). Higher education is an area of growth and importance and has received particular attention in recent years. The quality of Joplin's health care sector is spurring growth in higher education.

Joplin is a solidly middle class community, in part because of the strength of its manufacturing-based economy that developed in support of the mining industry over the past hundred years. Despite Joplin's role as the mining industry's commercial and transportation center, Carthage, as the legal and political center of Jasper County, historically attracted many of the mining region's higher income and professional services residents. Joplin has a strong faith community – there are many different types and sizes of churches, most Protestant, some non-traditional, and a number evangelical. Churches are everywhere. Volunteerism and community support services are high.

In 2010, Joplin's population was 88% white and 12% minority, including 4.5% Hispanic, 3.2% African American, 1.8% Native American, and 1.5% Asian. The city's age distribution is relatively even, without the concentration of older residents seen in many older industrial communities (Novogradac 2012:Addendum C).

Joplin's median household income between 2009 and 2013 was $37,912, which is lower than the state average of $47,380. The percentage of persons living below the poverty level was 19%, higher than the statewide average of 15.5% (US Census 2015). In part, these figures may be affected by a lower cost of living within the region than the cost of living in other more populated areas of the state.

Quality of life is an important factor in Joplin's economic strategy. With four times as many people visiting Joplin each day as live here, there is opportunity to attract new residents. The character and quality of Joplin's urban infrastructure and community life are important in attracting the doctors, medical professionals, students, faculty, and support personnel that populate its health care and educational sectors. The quality and diversity of Joplin's retail stores and restaurants and the overall quality of the experience of shopping along Joplin's commercial corridors are important in attracting shoppers from the larger region,

[1] Note: Between December 2015 and March 2016, Joplin's unemployment rate rose to 4.3%, while the national unemployment rate remained at 5.0%

especially as competing commercial areas develop in other communities. Thoughtful, far-reaching planning and implementation strategies that reinforce and enhance community character over time are important to Joplin's economic success.



Overview of Conditions 1990 to 2010

During the two decades prior to the 2011 tornado, the City of Joplin had solidified a pattern of slow but stable economic growth. Following the end of the mining era after World War II, there was great concern that the city's economy would be in decline. However, buoyed by its diverse manufacturing base and strengthened by its longstanding role as a regional commercial center (both direct consequences of the mining era), Joplin's population and economy remained steady. During the two decades from 1990 to 2010, the city began to slowly grow again as these two pillars of its economy matured. The third pillar, healthcare, developed dramatically and, along with education, has become a critical component of the city's economic base.

During this period, the physical growth that took place in Joplin was located primarily around the city's edges, in developing commercial corridors and suburban neighborhoods. Downtown Joplin and surrounding older, inner-city neighborhoods became somewhat neglected and increasingly challenged.

However, momentum was building aimed at the revitalization of Downtown Joplin. During the period of urban renewal from the late 1950s into the early 1970s, a great deal of urban fabric was lost to demolition. Many downtown commercial and business uses relocated to the surrounding commercial corridors. New projects were unable to fill the gap. Concern about building loss

and the future of Downtown Joplin came to a head in 1978 with the demolition of the historic Connor Hotel, a downtown landmark.

In 1986, Joplin adopted a historic preservation ordinance and became a Certified Local Government, a federal historic preservation program managed by the Missouri State Historic Preservation Office. In 1988, a comprehensive architectural survey was completed of Downtown Joplin. A city-wide historic preservation plan was prepared in 1990, and several important buildings were listed on the National Register of Historic Places.

During the early 2000s, Joplin began an ambitious downtown revitalization initiative. Downtown Joplin Revitalization Plan (discussed further in Chapter 5) was prepared in 2002. In 2004, Joplin's zoning code was updated, a downtown design review district was created, and a program of extensive streetscape improvements was begun. The City of Joplin itself made a significant investment by rehabilitating the historic Newman Brothers Building in the center of downtown as the new City Hall.

Between 2008 and 2011, five separate National Register historic districts were created for different portions of downtown as funding became available. These National Register designations made possible the use of federal and state historic preservation tax credits for the rehabilitation of historic buildings. A program modeled on the National Trust's successful Main Street program was created to support and encourage private sector investment. Façade improvements, public events, and other programs were undertaken to activate the downtown district. These initiatives helped attract local entrepreneurs and private sector projects, making significant progress in revitalizing the downtown core.

2011 Tornado and Recovery

On May 22, 2011, a tornado struck Joplin and ripped over a mile-wide swath of devastation through the city south of downtown. The tornado damaged over 7,500 homes, of which approximately 4,000 were destroyed. In addition to homes, 553 businesses were lost. Many of the damaged and destroyed homes and businesses were part of the historic Blendville and South Joplin neighborhoods.

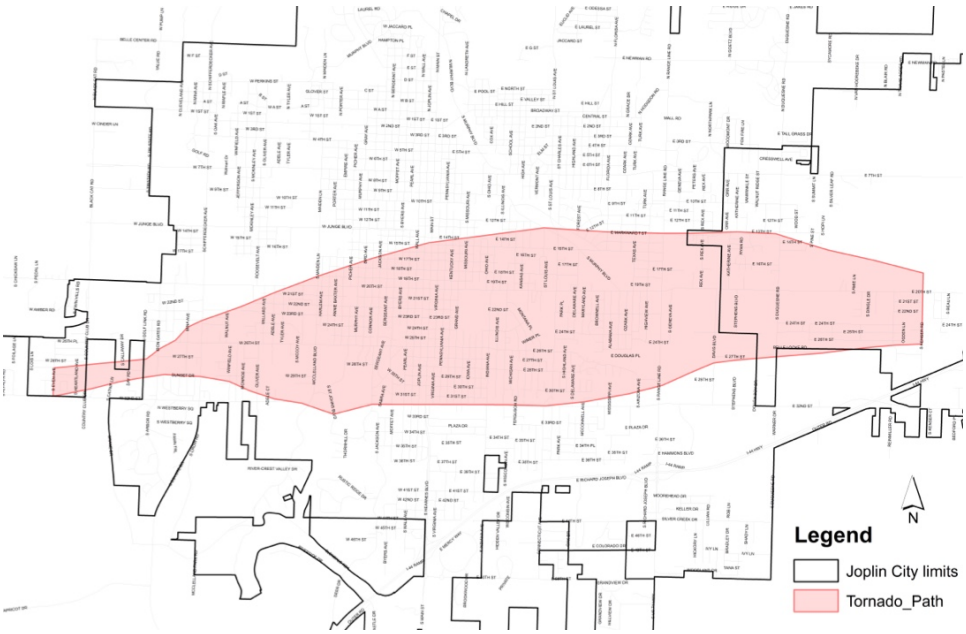
By early August 2011, debris in the areas of most extensive and catastrophic damage had been removed by federal contractors under the direction of the US Army Corps of Engineers. Most of the area of central Joplin between 20th/23rd Streets on the north and 28th Street on the south was left devoid of buildings and trees. Residents, businesses, organizations, and the City then began the long road to recovery. Many volunteers participated. With federal assistance, a citizen-based recovery effort was initiated with establishment of a Citizens Advisory Recovery Team (CART) through which a long-term recovery strategy was developed and is presently being implemented and adjusted on an on-going basis.

A series of recovery plans were prepared and programs were organized to implement various elements of the overall strategy. Over $158 million in federal funds was awarded to the City of Joplin through the US Department of Housing

and Urban Development for recovery projects that will be completed by 2019. Many of the projects, including new schools, infrastructure, parks, housing, and community support projects within the tornado recovery area, have already been completed. (City of Joplin 2015 Fact Sheet; 2014 Recovery & Resiliency Strategy)



Remaining vacant lot within the tornado zone with reconstructed homes behind.



Path of tornado devastation through Joplin's historic Blendville and South Joplin neighborhoods (City of Joplin).

2012 Comprehensive Plan

As part of the recovery effort and in direct response to recommendations of the Citizens Advisory Recovery Team, the City of Joplin updated its Comprehensive Plan in 2012. With community input, the planning process identified long-term goals and strategies for growth and development, especially related to the tornado recovery area. The Comprehensive Plan serves as the City's official policy guide for growth and development as well as the legal framework for its zoning and subdivision regulations. The Comprehensive Plan is the foundation of Joplin's plan for future growth. This Historic Preservation Plan embraces the Comprehensive Plan and builds on its concepts and strategies.

The 2012 Comprehensive Plan includes chapters on communitywide revitalization, transportation systems, future land use, and infrastructure. Its focus is on land use policy and recovery. The plan emphasizes three concepts:

- Mixed-use development corridors – encouraging new development along key streets with higher density mixed residential, commercial, and business uses and tying those corridors to existing adjacent neighborhoods.

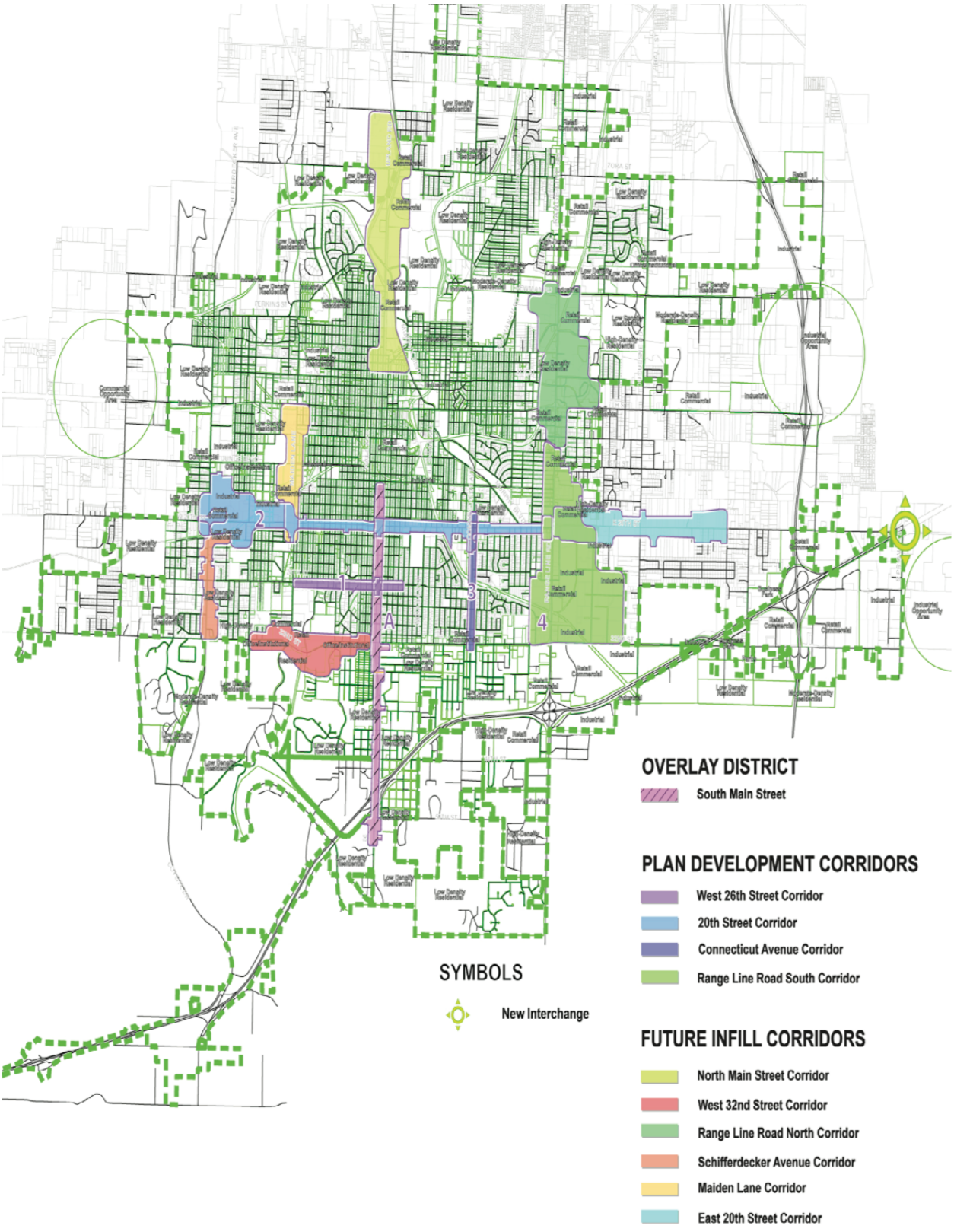
- Connectivity – creating automobile, pedestrian, and bicycle connections between neighborhoods, schools, parks, community facilities, and commercial areas. The plan embraces a 'complete streets' approach to Joplin's city streets.

- Development Standards – using high quality design and development standards for access, circulation, setbacks, and improvements to enhance new development and ensure design and land use compatibility with neighboring areas.

Three types of mixed-use development corridors have been adopted.

Overlay Districts have been identified in the Comprehensive Plan to encourage mixed-use development along primary road corridors. Specifically, a zoning Overlay District has been established along South Main Street in the tornado recovery area from the I-44 interchange north to 15th Street that encourages development projects with mixed retail/commercial, office/institutional, and moderate-density residential uses. These projects will be permitted by-right under the overlay zoning provisions within the zoning ordinance and will not require further rezoning. Site plans for new projects must meet established development standards for site access, circulation, and related site plan improvements. Projects must provide land uses that are compatible with adjacent neighboring uses.

The Overlay District promotes retail/commercial uses at the street level with higher density residential or office uses on second and third floors. New buildings should be sited directly adjacent to the Main Street sidewalk with on-street parking along Main Street and off-street parking areas behind the buildings. Landscaped buffer areas are to be provided to soften the relationships to adjacent residential neighborhoods.



2012 Comprehensive Plan Focusing on Mixed-Use Development Corridors.

Planned Development Corridors have been created in the recovery area to encourage reinvestment in locations where higher density and enhanced development standards are in the public interest. Within the designated Planned Development Corridors, developers may choose to implement projects under current zoning or may seek rezoning for Planned Development encompassing higher density mixed-use projects. In addition to the corridors themselves, higher density neighborhood residential projects may be proposed adjacent to but behind designated Planned Development Corridors.

The intent of Planned Development Corridors is to promote preferred mixed-use land development patterns and quality buildings along key corridors. Development standards established for the corridors accommodate needed private-market alternatives for developers while applying standards that promote compatible, high quality site planning and building design. The development standards are applied to projects under both current zoning and rezoning for Planned Development.

Planned Development Corridors for mixed residential, commercial, and office/institutional uses have been adopted along West 26th Street, 20th Street, and Connecticut Avenue within the recovery area. A Planned Development Corridor for commercial uses has been adopted along Range Line Road South.

Future Infill Corridors have been identified along designated linear corridors outside of the recovery area where infill development will occur over time in more standard patterns. The purpose of the Future Infill Corridor designation is to promote preferred infill and redevelopment of mixed-use and multi-use land development patterns and high quality building construction in key older, established corridors within the city. Developers may undertake projects under current zoning or may apply for rezoning for higher density Planned Development projects. Rezoning is limited to properties that are at least 180 feet in depth.

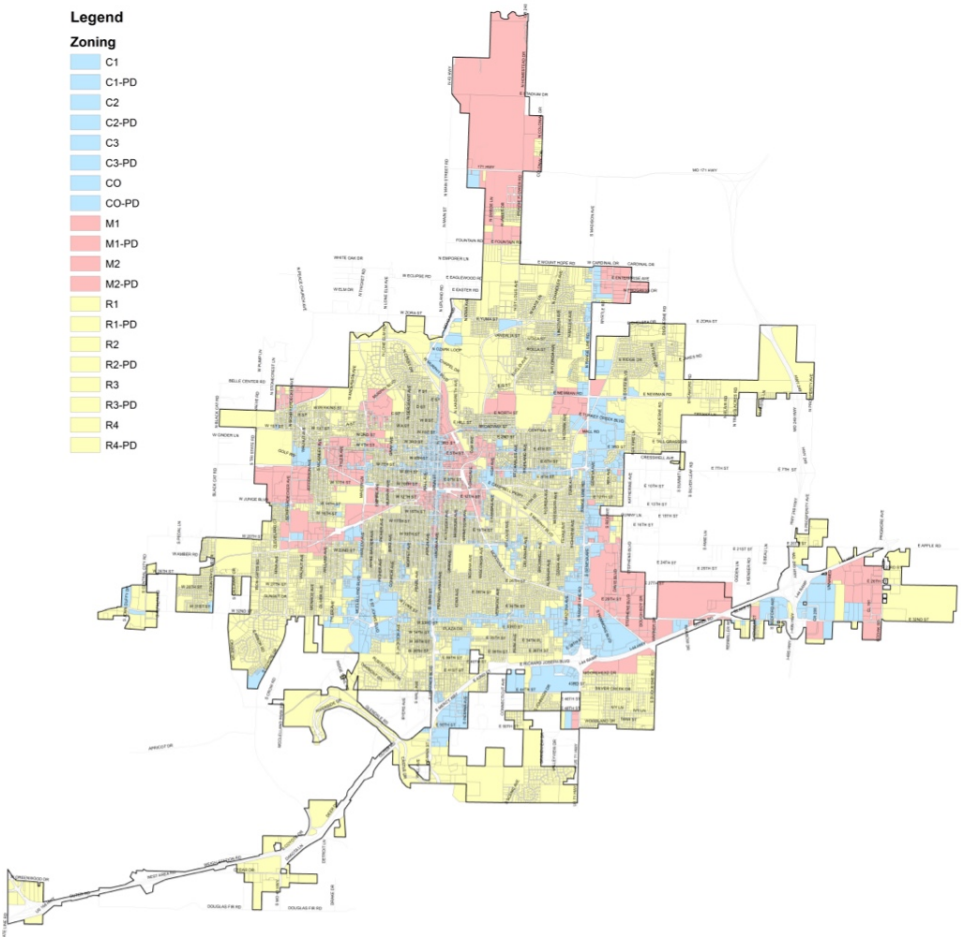
New development standards are applied along the infill corridors to assure higher quality projects. The development standards are intended to accommodate needed private-market alternatives for owners and developers along established and built-up principal streets while applying new standards that promote development compatible with what is already built.

Future Infill Corridors for multi-use residential, commercial, office/institutional projects have been designated along North Main Street and West 32nd Street. Future Infill Corridors for multi-use commercial projects have been designated along Range Line Road North, Schifferdecker Avenue, Maiden Lane, and East 20th Street (east of Range Line Road).

Comprehensive Plan and Additional Planning Documents

Joplin's 2012 Comprehensive Plan provides the foundation upon which this Historic Preservation Plan is based. As outlined in Chapter 3, Preservation Approach, the preservation plan is intended to fill out the Comprehensive Plan by focusing upon the revitalization of older residential neighborhoods, older commercial corridors, and Downtown Joplin within the framework and concepts provided by the Comprehensive Plan.

In addition, a number of other important planning documents developed by the City of Joplin and it stakeholders are important to the preservation plan. These include documents outlining the city's economic strategy, housing issues, neighborhood revitalization approach, heritage tourism program, trails and open space, and historic preservation initiatives, among others. These documents are discussed in the various relevant chapters below.



Commercial (blue), manufacturing (red), and residential (yellow) areas of Joplin (city of Joplin)

1.3 ORGANIZATION AND SUMMARY OF THE PLAN

The following paragraphs summarize the concepts and strategies presented in each chapter of the Historic Preservation Plan and serve as an executive summary of the plan.

Chapter 1 – Introduction and Overview

Chapter 1 provides a background, foundation, and summary of the Historic Preservation Plan. In particular, the chapter summarizes key concepts of Joplin's 2012 Comprehensive Plan upon which the preservation plan is based.

The foundation for this Historic Preservation Plan rests upon Joplin's recent history of growth and development, its economic base for future prosperity, and the role that historic character plays in quality of life for Joplin's residents. Joplin's historic character is an important asset that contributes to local quality of life. This preservation plan embraces the city's economic strategies and demonstrates how to make the best use of Joplin's historic assets in their realization.

The 2012 Comprehensive Plan emphasizes three concepts:

- Mixed-use development corridors;
- Connectivity; and
- Development Standards.

The Comprehensive Plan envisions an integrated and interconnected community with a high quality of life. Walkability, open space, and community character are emphasized. This preservation plan is intended to fill out the Comprehensive Plan by focusing upon the revitalization of older residential neighborhoods, older commercial corridors, and Downtown Joplin within the framework and concepts provided by the Comprehensive Plan.

Chapter 2 – Joplin's Historic Character

Chapter 2 reviews Joplin's history, historic resources, and historic character and how they contribute to life in Joplin today. Joplin is significant as the commercial center of the Tri-State Mining District encompassing portions of southwest Missouri, southeastern Kansas, and northeast Oklahoma. From its founding in the 1870s through World War II, Joplin has served as the marketing, commercial, and transportation hub of the mining district, providing a focus for an area well beyond its borders.

Since World War II, the city has continued to grow and evolve. Today, Joplin retains much of its historic character, particularly in its downtown core and surrounding residential neighborhoods. It is this historic character, its contributing features, and the quality of life that they provide that are the subject of the Historic Preservation Plan.

Chapter 3 – Preservation Approach

Chapter 3 presents a vision statement and nine goals for historic preservation in Joplin around the following topics:

1. Community Identity
2. Historical Research
3. Joplin's Economy and Quality of Life
4. Community Engagement
5. Historic Preservation
6. Downtown Joplin
7. Joplin's Neighborhoods
8. Joplin's Commercial Corridors
9. Community Programs

Historic resources play a prominent role in Joplin's community character and quality of life. Joplin's stable growth since its early boom years has resulted in the

presence of buildings, neighborhoods, and landscape resources surviving from every period of its development – especially in its residential neighborhoods and especially in those neighborhoods from its early periods. Joplin has an interesting story and a high degree of historical integrity. Joplin's strength is in the diversity and variety of its building types, forms, periods, and styles. No one type or style dominates; all are significant and all contribute.

The core idea of the preservation plan is to refocus on Joplin's historic downtown and residential neighborhoods by encouraging private sector interest and investment, especially home ownership. Public policy based upon concepts of the 2012 Comprehensive Plan can continue to encourage downtown projects, strengthen neighborhoods, and draw businesses and homeowners to livable places of great character.

Chapter 3 discusses the principles of historic preservation, especially the Secretary of the Interior's Standards for Rehabilitation, and how they relate to the appropriate treatment of historic buildings and landscapes. These principles should be applied to activities outlined in subsequent chapters of the plan.



Commercial buildings on South Main Street.

Chapter 4 – Joplin's Historic Preservation Program

Chapter 4 of the preservation plan outlines recommendations for strengthening Joplin's historic preservation program through the role of the Historic Preservation Commission. The plan seeks to broaden the city's preservation program by coordinating it with community development activities and applying it in new ways. The role of the Historic Preservation Commission is to monitor and help facilitate the program's use to the benefit of residents and property owners. The Historic Preservation Commission will promote recognition of the large

number of historic resources within the city and how they contribute to Joplin's quality of life.

Chapter 4 focuses on traditional historic preservation programs, tools, and methodologies. Its recommendations are based on six broad strategies:

- Strengthen Joplin's existing historic preservation program by continuing to creatively and effectively implement provisions of the Historic Preservation Ordinance;
- Continue to inventory and document Joplin's historic resources in coordination with neighborhood revitalization strategies;
- Monitor the condition of historic resources city-wide and how they are impacted by public and private activities;
- Provide information and guidance on historic resources and community character to city leaders, boards, commissions, stakeholders, and staff.
- Focus on ways to improve the treatment of historic properties by property owners city-wide; and
- Promote public interest in and appreciation of Joplin's history and historic resources through partnership programs with stakeholders.

Chapter 5 – Downtown Joplin

In the early-2000s, the city undertook an ambitious downtown revitalization initiative that had considerable success. Yet the sheer size of the downtown area has remained challenging. The 2011 tornado shifted the city's priorities to the recovery effort, and the momentum for downtown revitalization stalled. Nonetheless, entrepreneurs continue to invest in downtown buildings and programs.

Chapter 5 of the preservation plan recommends refocusing upon revitalization of Downtown Joplin and its surrounding historic neighborhoods as central components of the city's growth and development efforts. Revitalization should embrace the renewed sense of community that grew during the recovery and apply its energy to community revitalization and enhancement city-wide.

Chapter 5 supports concepts outlined in the 2012 Comprehensive Plan related to promoting mixed-use development, forging physical connections, and encouraging high quality development standards.

The Historic Preservation Plan embraces concepts and strategies outlined in the 2002 Downtown Joplin Revitalization Plan and proposes that they be revisited and refined. Recommendations for Downtown Joplin are organized under four topical headings:

- Planning for downtown – updating the 2002 Downtown Revitalization plan and coordinating various key partners in its implementation;
- Activating downtown Joplin – supporting the Downtown Joplin Alliance in developing and implementing a qualified Main Street program to benefit local businesses;

- Project support – working with stakeholders in implementation of key projects in the downtown area, one by one as resources and capabilities are available; and
- Facilitating adaptive reuse – emphasizing the preservation and adaptive reuse of historic buildings throughout downtown as economic assets.



Home in a historic residential neighborhood.

Chapter 6 – Joplin's Historic Neighborhoods

Joplin's neighborhoods are its strength as a community and desirable place to live. Growing outward from the downtown core, most of Joplin's neighborhoods date from the early twentieth century and have great appeal. They are the city's most significant historic resources.

The most important strategies for neighborhood revitalization are to encourage and support private sector home ownership while helping residents appreciate neighborhood character. Because Joplin's houses tend to be small, charming, and affordable, they have a natural market in young families, couples, singles, and seniors. The neighborhood attributes that attract such markets – walkability, public amenities such as parks and playgrounds, local schools, local churches, local shopping – are consistent with the mixed-use and community concepts of the city's 2012 Comprehensive Plan. These resources do not need to be built – they already exist in Joplin's historic neighborhoods.

This Historic Preservation Plan suggests that a comprehensive approach to neighborhood revitalization is good for Joplin's economy and will be good for historic preservation. Chapter 6 supports the city's Neighborhood Services initiative as a centerpiece of its preservation approach and a means through

which neighborhood revitalization can be achieved. Recommendations for Joplin's neighborhoods are organized under four topical headings:

- Neighborhood organization and engagement – helping local residents organize and implement neighborhood revitalization initiatives through their own grassroots action;
- Neighborhood planning – creating neighborhood plans that identify strengths, assess needs, outline strategies, and coordinate resources for revitalization in support of local goals;
- Targeted neighborhood revitalization – working with specific neighborhoods that demonstrate interest, commitment and capacity for implementation of revitalization programs; and
- Promoting good maintenance – providing the owners of historic homes the information, guidance and support for the appropriate maintenance and treatment of historic buildings and building fabric.



Historic commercial building on South Main Street.

Chapter 7 – Commercial Corridors

Joplin has extensive roadside commercial development that has grown since the beginning of the automobile era in the early twentieth century. Chapter 7 recommends that commercial corridors throughout Joplin be assessed for function and character and that long-term design improvements be planned to improve their character and appeal.

The plan recommends that older commercial and residential portions of the community be revitalized and enhanced as a fundamental strategy for future growth, building on concepts of the 2012 Comprehensive Plan and filling out its

recommendations beyond its focus on the tornado recovery area. The city should focus on strengthening existing commercial corridors and neighborhoods rather than promoting new development and construction around the community's edges.

Recommendations for Joplin's commercial corridors are organized under three topical headings:

- Joplin's commercial corridors – updating the 2012 Comprehensive Plan to include the revitalization of older commercial corridors within the city;
- Survey and preservation – identifying historic resources along the city's commercial corridors and working toward their preservation and rehabilitation; and
- Transportation and corridor enhancement – incorporating community character and historic preservation best practices into planning for transportation corridors.

Chapter 8 – Joplin's Stories – Interpretation and Engagement

Storytelling is way a to reach out to and engage residents about Joplin's character and special places. Interpretation can tell the stories of Joplin's natural and urban landscapes, bringing the city's places alive. Natural resources and context are an important part of the city's history and experience, especially the geology and natural systems that produced the ores of the mining district. Through interpretation, public awareness of Joplin's historic building and landscape resources can be enhanced and support for historic preservation can be increased.

Chapter 8 outlines a community-wide interpretive program for Joplin to engage residents and re-enforce community identity. Recommendations for interpretation and engagement are organized under three topical headings:

- Joplin's history – encouraging continued historical research and production of a new history of Joplin, telling its story in an engaging manner and bringing that story up to date;
- Community interpretation – implementing a community-wide interpretive program using public spaces and trails using exhibits, artifacts, places, and public art to tell Joplin's stories; and
- Education and events – supporting community-wide partners in organizing events and educational programing about Joplin and its people.

1.4 PRIORITIES FOR ACTION

The following is a summary of priority actions to be undertaken in the short-to-medium timeframe under the various topics as outlined in Chapters 4 through 8. Priority actions are focused on recommendations included in Chapters 5, 6 and 8 related to Downtown Joplin, historic neighborhoods, and community-wide interpretation and engagement.

Priorities for Joplin's Historic Preservation Program

Chapter 4 is focused on the role of the Historic Preservation Commission, the priorities of which should be to make sure they are continuing to perform their **duties and responsibilities** under the city's Historic Preservation Ordinance, outlined in Chapter 4's recommendations. This includes monitoring the status of historic resources throughout the city and providing guidance to City Council, boards, and commissions on policy and actions affecting historic resources.

Specifically with respect to the Historic Preservation Plan, the Historic Preservation Commission should take the lead in working with City Council for the plan's **adoption** as an amendment to the 2012 Comprehensive Plan and should **monitor and participate** in the short-term implementation of recommendations related to downtown revitalization, neighborhood revitalization, and community-wide interpretation and engagement.

Priorities for Downtown Joplin

First steps in the implementation of downtown revitalization strategies involves reconstituting a **Downtown Joplin Task Force** with a mandate for action from City Council as an integral part of the city's economic development strategy (Recommendation 5.1.A). The Task Force should identify short-term actions and initiatives that can be taken over the course of the next year to begin moving the revitalization effort forward. Longer term planning could then be undertaken.

Key among these would be supporting private and non-profit sector **projects** that seem likely to proceed. As the preservation plan was being completed, several private sector redevelopment projects were being discussed along with the Chamber's advanced technology manufacturing initiative and next steps for undertaking development of a Performing Arts Center. Coordinated efforts to support and move these projects would implement Recommendation 5.3.A.

At the core of Joplin's downtown revitalization initiative is working with local businesses and the Downtown Joplin Alliance to create and implement an accredited **Main Street program**. During the course of the project, discussions have been conducted with Missouri Main Street Connection, the state's official Main Street program, through which a grant may be available for training and development of an accredited program. Taking advantage of this opportunity would strengthen retail businesses along Joplin's Main Street corridor. Further discussion of this important step is included in Chapter 5.

Priorities for Joplin's Historic Neighborhoods

First steps in the implementation of a neighborhood revitalization program in Joplin have been underway as the Historic Preservation Plan project has been in progress. The city's Neighborhood Services Division has initiated a neighborhood **health assessment**, reached out to existing and potential **neighborhood groups**, and identified neighborhoods where **initial projects and programming** might be undertaken. These efforts are beginning to implement Recommendation 6.1.A and 6.1.B.

Based upon input from the neighborhood groups, a working process can be formalized that builds neighborhood **capacity**, identifies **needs and desires**, and coordinates **local action** as suggested in Recommendation 6.1.C. These beginnings lay the groundwork for more concerted **planning** efforts that can be undertaken over time, bringing city resources to bear in neighborhood revitalization as outlined in Recommendation 6.2.A and B and Recommendation 6.3.A through C.

Priorities for Commercial Corridors

Actions related to Joplin's commercial corridors as outlined in Chapter 7 are longer term in scope and involve the city's implementation of the 2012 Comprehensive Plan over time. In preparation, the Historic Preservation Commission should undertake the **survey** of historic resources along the city's older commercial corridors so that they can be incorporated into new development plans as they occur.

Priorities for Joplin's Stories – Interpretation and Engagement

Public engagement is an activity that should begin immediately. Many of the city's events and public programs already support recommendations for public programming. Planning should be undertaken for development of a **city-wide interpretive plan** as outlined in Recommendation 8.2.A, and the interpretive planning concept should be incorporated into trail and park planning and implementation projects.

The city and its partners are already experienced in implementing **public art projects**, which should be continued and incorporated into the interpretive panning process. Next steps should be planned as part of the broader concept. As the city's new library is completed, **public engagement programming** by the Post Foundation should be initiated, also coordinated with the broader concept of city-wide interpretation.



The revitalization of Downtown Joplin has been an important city initiative.



CHAPTER 2 – JOPLIN'S HISTORIC CHARACTER

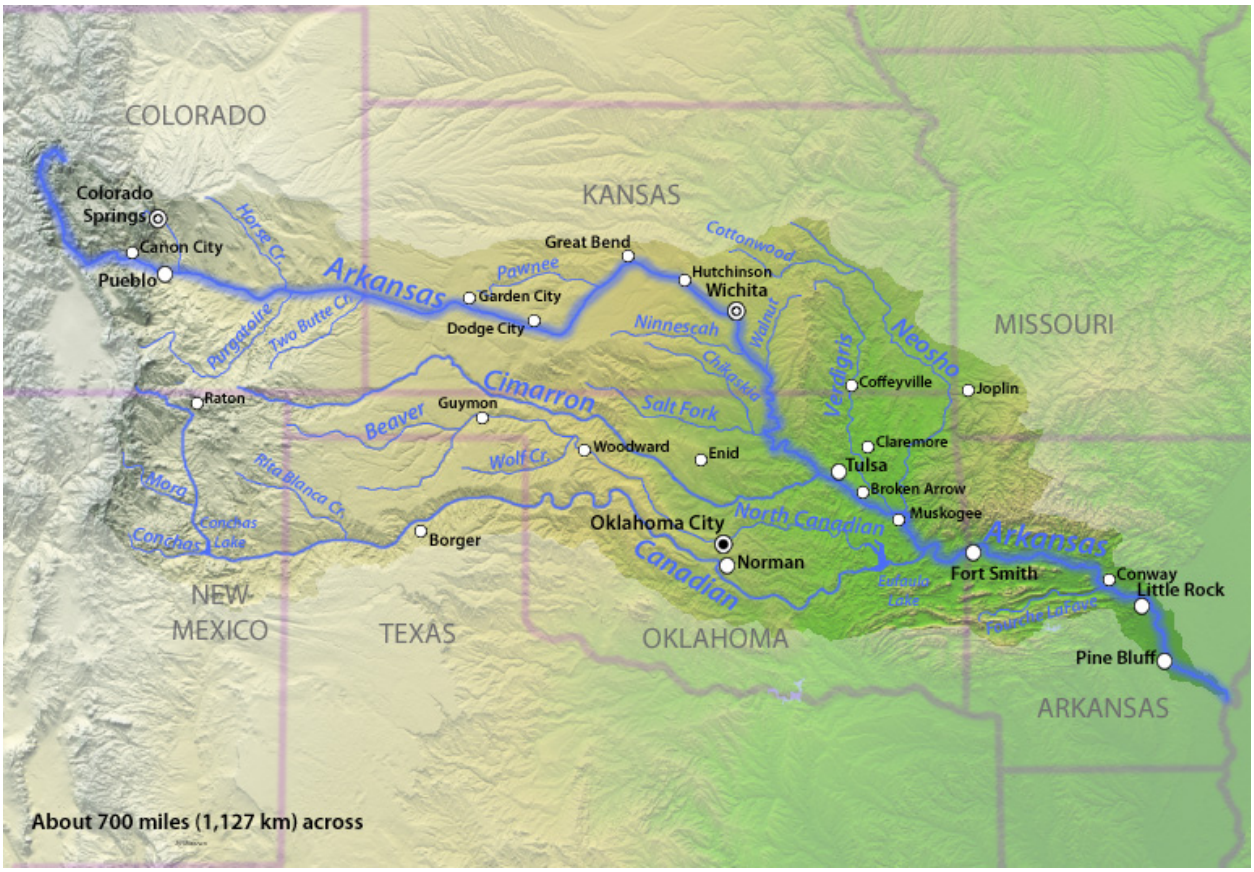
Joplin is significant as the commercial center of the Tri-State Mining District encompassing portions of southwest Missouri, southeastern Kansas, and northeast Oklahoma. From its founding in the 1870s through the mid-twentieth century, Joplin served as the marketing, commercial, and transportation hub of the mining district, providing a focus for a large area well beyond its borders.

After World War II lead and zinc mining within the region declined, yet Joplin has continued to grow and evolve. Today, Joplin retains much of its historic character, particularly in its downtown core and surrounding residential neighborhoods. It is this historic character, its contributing features, and the quality of life that they provide that are the subject of the Historic Preservation Plan.

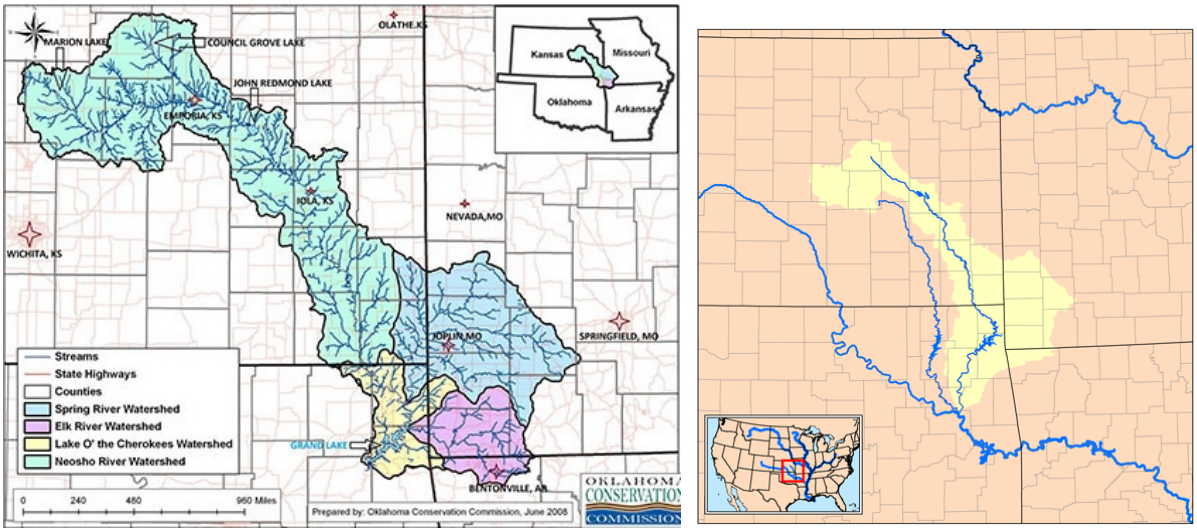
2.1 REGIONAL CONTEXT

Joplin is located within the watershed of the Spring River, a tributary of the Neosho River and the Arkansas River. Geographically, it is positioned at the northwest edge of the Springfield Plateau, a portion of the Ozark Highlands ecoregion.

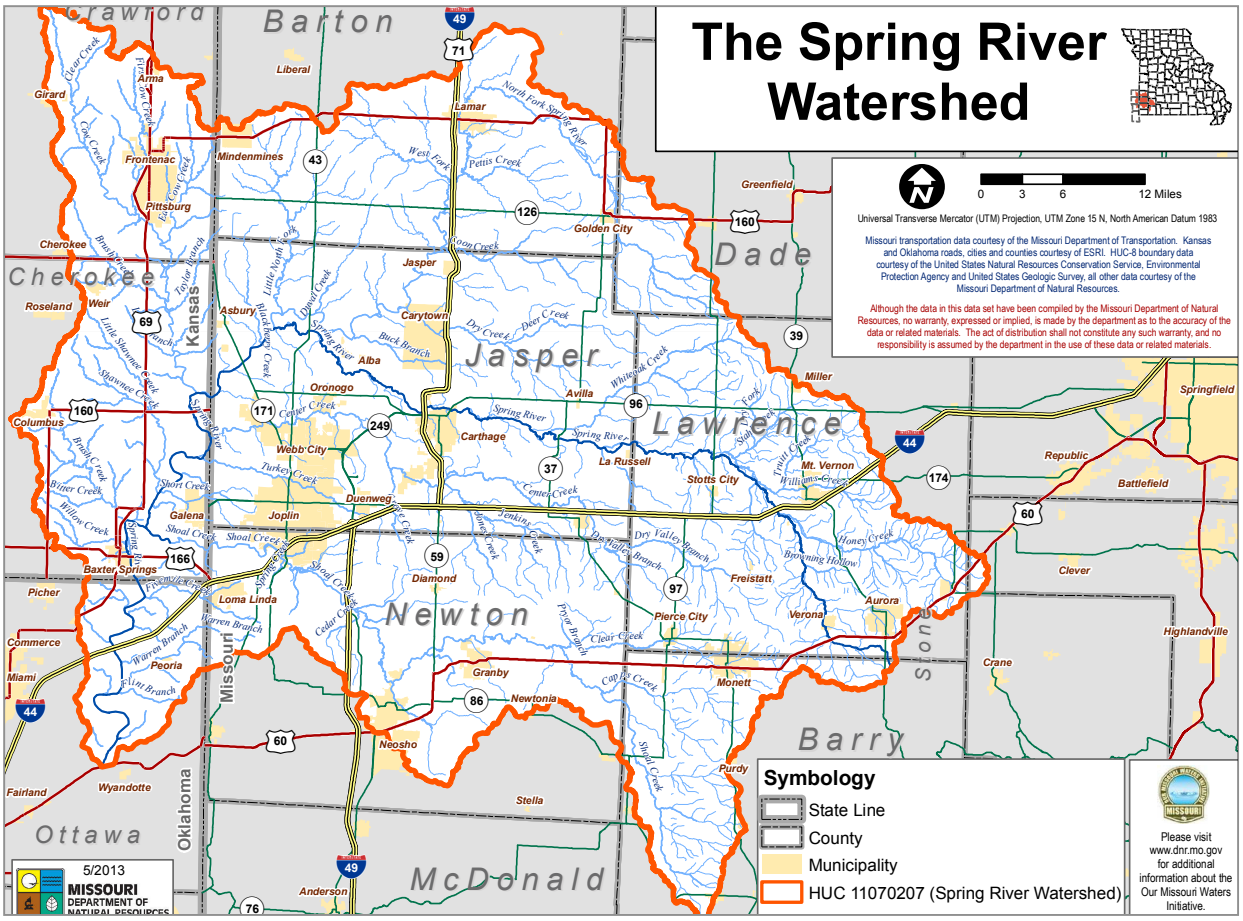
The Spring River originates near Aurora, Missouri and flows north and west toward the Missouri/Kansas border. About seventy-five percent of the river's watershed, 2,777 square miles, is within southwest Missouri. Once in Kansas, the river turns south, joining the Neosho River near Wyandotte in northeastern Oklahoma.



Arkansas River Watershed (Shanon1 2015).



Grand Lake and Neosho River Watersheds (Left: Kmussler 2015; Right: GLWAF 2015).



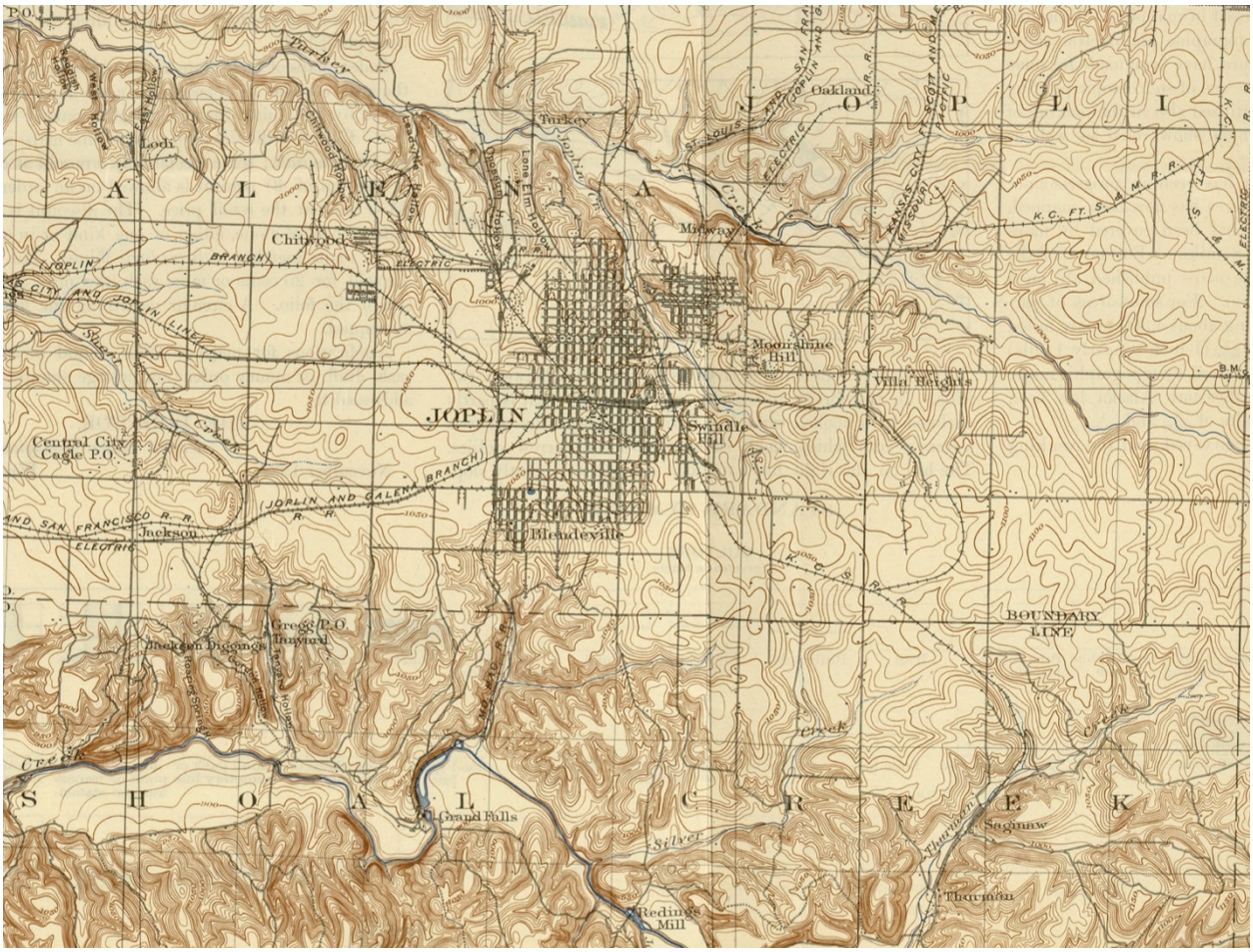
The Spring River Watershed (MO DNR).

Turkey Creek and Shoal Creek are tributaries of the Spring River and flow through Joplin. Turkey Creek is Joplin's primary watercourse. Its main channel flows east to west just north of the city, joining the Spring River at the Missouri/Kansas border.

Joplin Creek, a smaller tributary of Turkey Creek, flows diagonally southeast to northwest through the heart of the city. The City of Joplin was founded as two separate communities on either side of the valley of Joplin Creek. Between the two communities, on the east bank of the creek, was the location of a mine shaft sunk in August 1870 that struck a rich body of lead ore about thirty-five or forty feet below grade. This began the mining boom and led to Joplin's founding. The location of the discovery mine is believed to have been about 500 feet north of the old Broadway viaduct (Renner 1985:25).

In addition to mining activities, the valley of Joplin Creek provided level topography for development of an extensive railroad network that connected Joplin to the surrounding mines of the Tri-State Mining District and connected the Mining District to the nation. With the decline of mining after World War II and the subsequent removal of most of the railroads, the valley of Joplin Creek has become park land, Joplin's primary belt of open space and a valuable community resource.


JOPLIN
Webb City
Carterville
Duenweg
Oronogo
Galena
Empire City
Spring River
Shoal Creek
Turkey Creek
Center Creek
Short Creek
Joplin Creek
Buffalo Creek
Dry Fork
Cow Creek
Willow Branch
Lone Elm Creek
Prosperity
Zincite
Webb City and Carterville Electric Railway
Kansas City, Fort Scott and Memphis Railway
St. Louis and San Francisco Railroad
Missouri Pacific Railroad
Kansas City Southern Railway
Missouri and Kansas Interurban Railway
Joplin and Pittsburg Railway
Missouri, Kansas and Oklahoma Railroad
Frisco Railroad
Kansas City

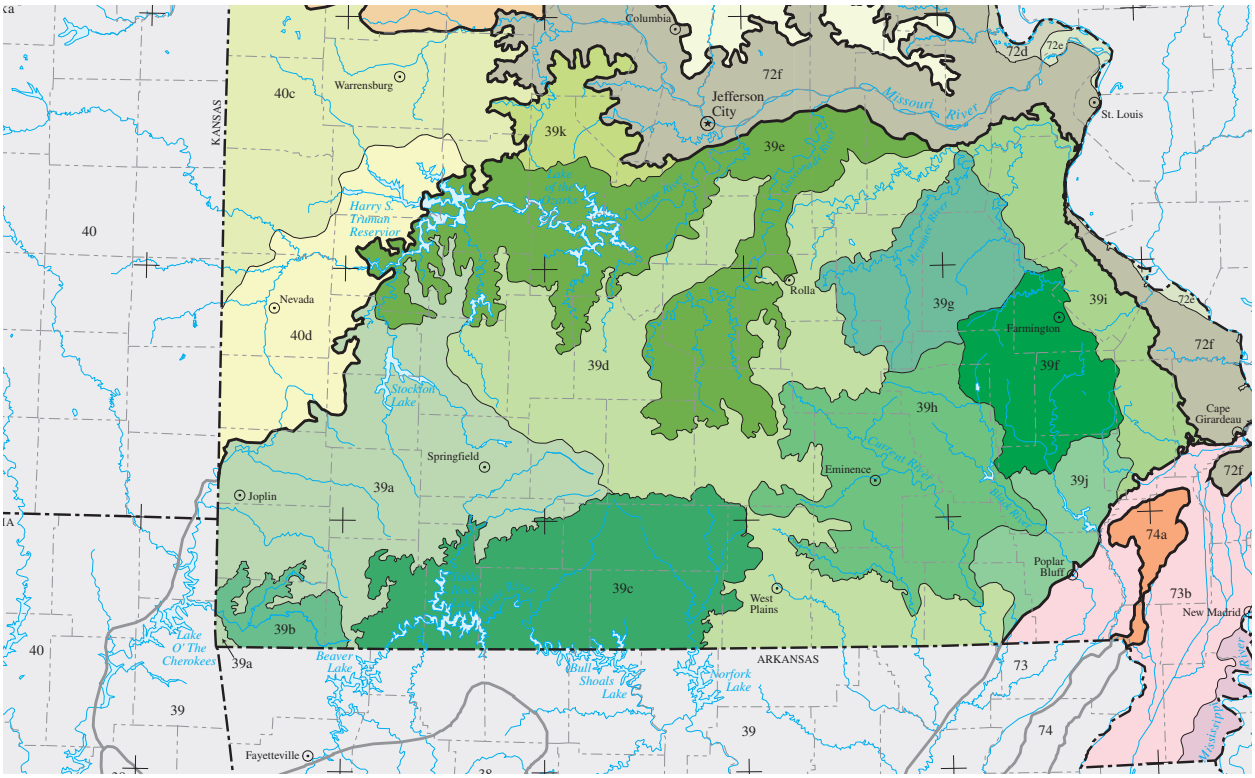


Joplin in 1900; detail of a USGS map of the Joplin District of Missouri and Kansas showing topography, creeks, roads, and railroads. A more complete view of the map is shown on the facing page. (U Texas 1900).

Shoal Creek flows east to west just south of Joplin and joins the Spring River just west of the Missouri/Kansas border. Larger than Turkey Creek, Shoal Creek has a wider, deeper valley known for its rock outcroppings, waterfalls, and wooded slopes. Shoal Creek has served as an important water source for Joplin as well as a recreational resource.

The Ozark Highlands is a large geographical area encompassing much of southern Missouri, northern Arkansas, and a portion of northeast Oklahoma and has been identified as a Level III ecoregion. Ecoregions denote areas of general similarity in ecosystems and in the type, quality, and quantity of environmental resources. Ecoregions are identified to serve as a framework for the research, assessment, management, and monitoring of ecosystems and ecosystem components (EPA 2014).

The Ozark Highlands is the most significant highland region in central North America due to its diverse topographic, geologic, soil, and hydrologic conditions supporting a broad range of habitat types. The Highlands are characterized by extreme biological diversity and the uniqueness of its species. Overall, its vegetation communities are dominated by open oak-hickory and shortleaf pine woodlands and forests (USGS 2009).



Ecoregions in southern Missouri – regions labeled 39 are part of the Ozark Highlands Ecoregion. The Springfield Plateau, labeled 39a, is a Level IV sub-region of the Ozark Highlands (US EPA 2002).

The Spring River watershed and Joplin are located within a sub-region of the Ozark Highlands known as the Springfield Plateau (also called the Springfield Plain). The Springfield Plateau is a broad dissected plain with less relief than neighboring, more rugged portions of the Ozark Highlands.

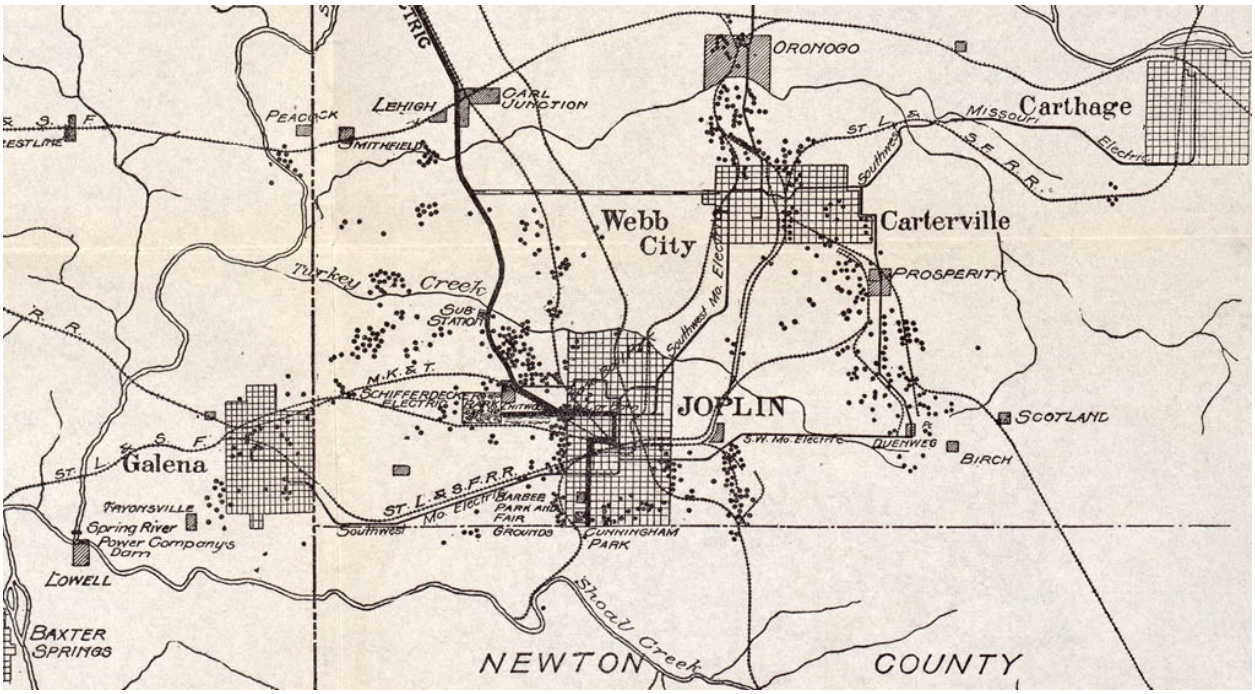
Geologically, the Springfield Plateau is largely underlain by the highly soluble and fractured limestone and chert of the Mississippi Boone Formation. Caves, sinkholes, and underground drainage occur, heavily influencing surface water availability, water temperature, and the potential for surface and groundwater pollution. Clear, cold, perennial spring-fed streams with gravel or bedrock bottoms are common. In addition, many small dry valleys occur where overland flow is entirely runoff-driven. Losing streams are common, which allows water to flow directly into the groundwater system through streambeds. During the summer dry period, springs and groundwater recharge sustain stream flows. Springs are a natural resurgence of groundwater, usually on a hillside or the valley floor. Soils are often cherty and have developed from carbonate rocks or interbedded chert, sandstone, and shale (GLWAF 2008:14; US EPA 2014).

Prior to the nineteenth century, uplands on the Springfield Plateau were dominated by oak-hickory forest with areas of savanna and tall grass prairie that were maintained by fire. The forests were particularly evident in dissected valleys such as that of Shoal Creek. Today, much of the forest, and nearly all of the prairie, have been replaced by pasture, hayland, and expanding residential areas (US EPA 2014; Teal 2013).

Lead and Zinc Ores

The limestone geology of the Springfield Plateau is particularly significant to the region's history due to its accumulation of lead and zinc ores. The sediments that solidified into the cherty limestone of the region were deposited at the bottom of an inland sea during the Mississippian period. They then became exposed at the surface and subjected to erosion. Over time, the softer limestone was leached from the beds, while the more resistant chert remained. Caves developed in some places, but in many places the removal of the limestone caused the beds to collapse. These collapsed beds contained mostly broken pieces of chert and were very porous and permeable. Later these beds became the sites of ore deposition.

Following this period of erosion, the seas returned and shale sediments were deposited on top of the Mississippian rocks. The lead and zinc ores found in the Tri-State Mining District are believed to have formed from hot, metal-bearing solutions that originated deep within the earth. These solutions probably rose along major faults and fractures until they reached the Mississippian beds. The shale that had been deposited over them (still evident in the northern portion of the watershed) acted as an impermeable barrier or cap to the rising metal-bearing solutions and forced them to migrate laterally. These solutions spread through the broken beds of chert and other porous and permeable layers in the Mississippian limestone, depositing the lead sulfide (galena), zinc sulfide (sphalerite), and other associated materials (KGS 2001:2). The presence of these rich lead and zinc ore deposits within the region are the basis for the Tri-State Mining District's development.

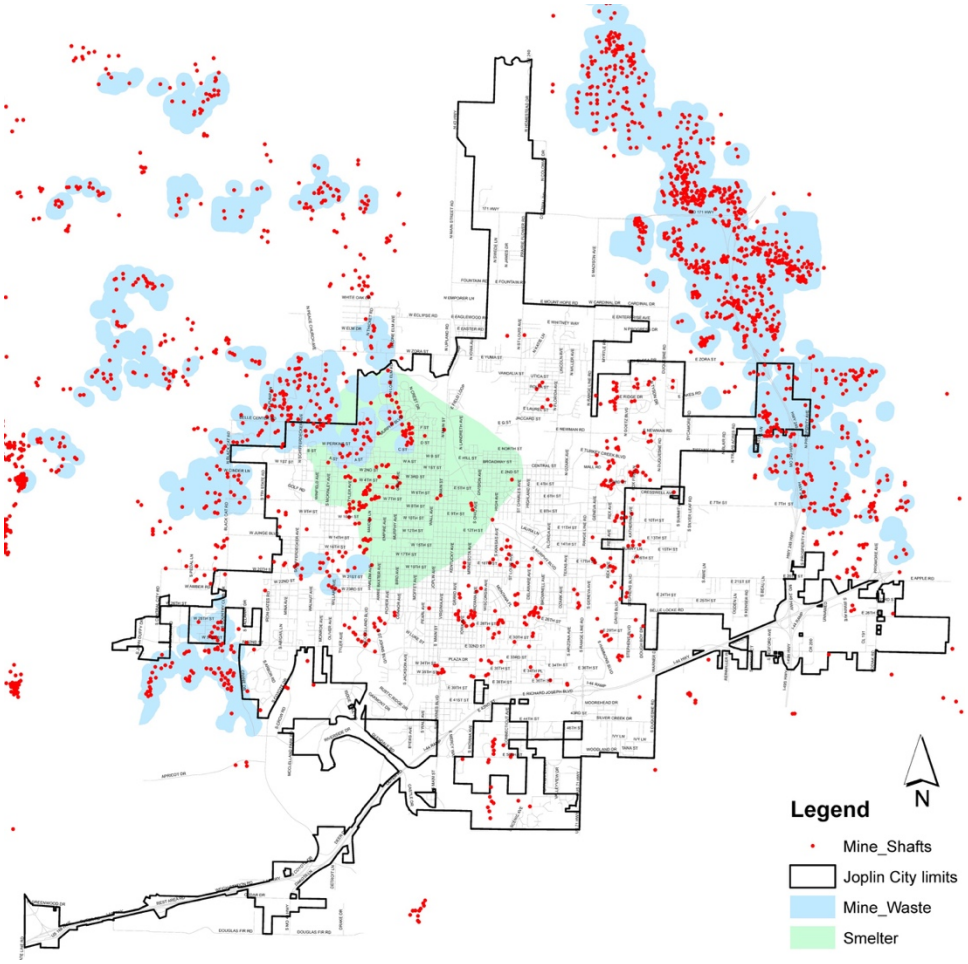


Railroad map from 1913 showing the distribution of mines in the vicinity around Joplin (U Texas 1913).

Environmental Legacy

The extensive mining operations undertaken in parts of the Tri-State Mining District and Spring River watershed from the mid-1800's to the mid-1900's had serious environmental consequences. The limestone and chert of the district contain moderately high concentrations of lead (Pb), zinc (Zn), cadmium (Cd), and other heavy metals that can be highly toxic, produce a number of detrimental health conditions, and tend to bioaccumulate in animal flesh with continued exposure.

As a result of the mining operations, large amounts of mine tailings (or "chat") were extracted from the ground and piled on the surface. Water flowing through ore-bearing rock at the surface, tailings, and abandoned mines below the surface leach heavy metals from the rocks into local water bodies. In addition, rocks and tailings exposed at the surface wash into local streams by overland erosion and are transported downstream in the form of metal-bearing stream deposits. These sediments contain heavy metal concentrations that far exceed the background soil conditions in the area (GLWAF 2008:21)



Distribution of mine shafts, mine waste, and smelter waste in and around Joplin (City of Joplin).

The problems with heavy metals are severe enough to have resulted in the listing of several Superfund sites within the Tri-State Mining District, including in Jasper

and Newton Counties in Missouri, the Cherokee County Superfund Site in southeast Kansas, and the Tar Creek Superfund Site in northeast Oklahoma.

Extensive areas of open mine tailings are located immediately north of Joplin. In the 1990s, lead contaminated soils in residential areas of Joplin, mostly in the central-west portion of the city, were remediated by soil removal and covering. Following the 2011 tornado, additional remediation of disturbed areas of soil was undertaken. Superfund cleanups continue within the region. Contamination with heavy metals remains the leading issue related to stream quality throughout the Spring River watershed and impacts the Neosho River and Grand Lakes downstream as well (GLWAF 2008:21; US EPA 2003 & 2015).

Landscape resources—geology, landforms, water, waterways, soils, plant communities, and wildlife—provide the context for the historical development of Joplin and the Tri-State Mining District. These resources are critical components of the city's cultural landscape.

2.2 WRITINGS ON JOPLIN'S HISTORY

A number of interesting books have been prepared on Joplin's history in recent years. All are illustrated histories that feature photographs of historic Joplin with background and commentary. Three of the illustrated histories were authored by Leslie Simpson of the Post Memorial Art Reference Library. One of her books features historic postcard images, and another features comparison then-vs-now photographs of lost buildings and their sites today (Simpson 1999, 2009 & 2011).

In 2013, Priscilla Purcell Brown completed work on an *Images of America* series paperback on Joplin featuring historic photographs from her personal collection and the collections of others. The Images of America series published by Acadia Publishing is one of the most widespread and important photographic records on American communities. They have helped make local history accessible to a broad public. It is good that Joplin is among them (Brown 2013).

Between 2005 and 2015, The Joplin Globe published three books in what hopefully is a continuing series on periods in Joplin's history. Books in 2005 and 2015 feature the images of Joplin photographer Murwin Moser. The 2015 book includes photographs specifically from the decade of the 1940s. Both books were authored by Brad Belk, Executive Director of the Joplin Historical & Mineral Museums Inc. The third book, published in 2014, is a collection of images contributed by residents representing Joplin history through 1969 to which Brad Belk contributed as well (Joplin Globe 2014 & 2015). These are all excellent books and help visitors and residents appreciate Joplin's history.

The most recent general history of Joplin is G.K. Renner's *Joplin, From Mining Town to Urban Center* published in 1985. Also described as an illustrated history, the book captures the broad history of Joplin through its successive periods of growth and development. Renner's book was published in recognition of Joplin's centennial. It is the best history available, but as Renner notes in his introduction, the book is a commemorative publication and very general and that a more thorough history of Joplin needs to be prepared.

The best overview of Joplin's physical development is in a 2008 Multiple Property Document Form prepared by Sally Schwenk Associates, Inc. for the Joplin Historic Preservation Commission through a Certified Local Government grant received through the Missouri State Historic Preservation Office. Though based on Renner and a limited number of other available source documents, The Multiple Property Document Form thoughtfully traces Joplin's physical development and relates it to national historic contexts. This document provides a basis for the future survey and documentation of Joplin's historic resources.

National Register nominations have been prepared for portions of Downtown Joplin and have focused on the commercial development of the city's downtown core. The histories included in these nominations are based primarily on the Multiple Property Documentation Form noted above and some of the references it cites. The nomination forms have begun citing each other, beginning a cycle of circular referencing that indicates a limit has been reached with the information available in existing secondary sources. New research needs to be undertaken using primary sources to better document and understand Joplin's history and historical development.

The Joplin Museum and Joplin Historical Society have been active in undertaking research on the city's history but have been limited by manpower and time. There is need for a new comprehensive, contemporary history of Joplin relating the city and its resources to regional, state and national contexts, which is discussed in Chapter 4 of this preservation plan.

2.3 JOPLIN'S HISTORIC RESOURCES

The Multiple Property Documentation Form prepared for Joplin in 2008, noted above, provides the background for understanding and documenting Joplin's historic resources (Schwenk 2008). This section of Chapter 2 summarizes and provides commentary on the information included in the Multiple Property Documentation Form and an extensive field review of the city's historic resources undertaken as part of this preservation plan.

The City of Joplin's 1990 Preservation Plan includes historical information, much of which has been incorporated into the historical overview in the Multiple Resource Documentation Form. The 1990 Preservation Plan also divides the city into survey areas based upon historic neighborhoods that were developed as the city expanded. Brief historical overviews of each historic neighborhood were prepared by Leslie Simpson of the Post Memorial Art Reference Library. Both the brief histories and the identified neighborhoods remain relevant and are a good starting point for understanding and working with Joplin's physical development. They have been incorporated into the discussion below (Casey/Hill 1990).

The Multiple Property Documentation Form identifies five historic contexts through which Joplin's historic resources are related and understood. Historic contexts are patterns, events, or trends in history that occurred within the time period for which a property is being evaluated. Historic contexts help to clarify the historical importance of a property by allowing it to be compared with other places that can be tied to the context. Historic contexts related to Joplin and its

historic resources span from pre-history to the present. The historic contexts identified in the Multiple Resource Documentation Form use 1960 as an end date and include:

- A Native Landscape: Pre-1830
- Early Settlement: 1830-1870
- Evolution of Joplin as a Regional Commercial and Industrial Center: 1871-1960
- Community Development Patterns in Joplin: 1871-1960
- Architectural Styles and Vernacular Property Types: 1830-1960

The first context, A Native Landscape, outlines the natural history and natural resources of the landscape over which the city developed, discussed at the beginning of this chapter. It also includes the human development of Native American cultures in Southwest Missouri prior to the region's settlement by people of European descent. Joplin's early settlement and historic resources are addressed in the Early Settlement historic context.

The last three historic contexts address the city's development from its founding in the 1870s, the beginning of the era of intensive mining and development, to 1960, by which time mining had ended. These three contexts address Joplin's commercial and industrial development, its neighborhood development, and how it's architecture relates to national trends. These historic contexts can be extended to the present and are in the discussion of historic resources in subsequent chapters of this preservation plan.

The Natural Landscape

The natural landscape outlined in the discussion of regional context above provides the background for Joplin's historical development. An understanding and appreciation of Joplin's historic resources begins with an appreciation of the city's natural resources, the basis for why settlement happened here and how geology, topography, water resources, and plant communities influenced the city's development over time.

Prehistoric aboriginal peoples occupied Southwest Missouri for thousands of years prior to the first documentation available in the historical record. Archeological investigations verify this documentation and begin to piece together how cultures and life-ways of these peoples evolved over time. The Osage tribe of native Americans dominated Missouri from the 1500s to 1825. Their hunting grounds and seasonal villages include the watersheds and tributaries of the Spring River and Shoal Creek.

While Joplin's historical development and mining activity have wiped out much of the physical record of their presence within the city limits, the river valleys of Turkey Creek, Joplin Creek, and Shoal Creek are the most likely locations where archeological evidence of their presence may remain. Much of this bottomland is now protected as floodplain and for water quality. A good portion of it is also park land. Continued awareness and protection with respect to its archeological significance and potential to yield information about Native American occupation and culture is also warranted.

The first Europeans to explore Southwest Missouri were French explorers and traders who arrived beginning about 1719 and interacted with the native Americans throughout the state, making contact and beginning to alter their culture. In 1808, the federal government purchased the territory of what is now Jasper County from the Osage Nation (Schwenk 2008:F-3,4).

Early Settlement

Most of the early history of the area is related to the early settlement of Jasper County. By the 1830s, Jasper County began to be settled with small, largely self-sufficient farms. Corn and hay were principal crops, though some cotton was grown for cloth and sheep were raised for wool. Cattle grazed on the abundant grass in the prairies. The Mexican War in the 1840s, the California Gold Rush in 1849, and the extension of cotton cultivation into the Mississippi Valley provided a growing market regionally for livestock—cattle, horses, and mules (Renner 1985:18).

Little information is provided on the settlement and physical development of the Joplin area specifically. Joplin's first settler is understood to have been John C. Cox from Tennessee, who scouted the area in 1836 and returned with his young family in 1838 to build a log cabin on Turkey Creek. In 1841, Cox constructed a more substantial log house at today's 615 Persimmon Street and a store nearby. Cox named the store and the post office associated with it Blytheville (Renner 1985:15).

Reverend Harris G. Joplin, a Methodist minister, settled here with his family on an eighty-acre farm in 1839 and built a cabin at a spring near the intersection of today's Fifth and Club Streets. Reverend Joplin moved away in 1844, but his name became attached to the spring and the creek which it fed about one-half mile to the west, ultimately providing the name for the community (Renner 1985:18).

Small deposits of lead ore had been discovered within the region as early as 1836. In 1839, a young slave owned by John Cox found a rock of lead ore by the bank of Joplin Creek. Cox rode to Springfield to have the section of land entered in his name (Casey/Hill 1990:3).

Serious development of ore bodies within the region did not begin until 1849 when an experienced miner found lead ore and developed a mine on a farm about two miles northwest of present-day Joplin. Ore was discovered and mines and mining camps were developed near Oronogo, north of Joplin, and on Shoal Creek near Granby, southeast of Joplin, by 1850. The arrival of professional miners signified a growing awareness that the deposits were extensive enough to support full-scale mining (Renner 1985:18-19).

Miners migrated into the area and joined local farmers who engaged in mining shallow deposits by hand. Despite this growth, large expanses of the county remained unsettled and the largest communities were small villages (Schwenk 2008:E-6; Renner 1985:19). By the outbreak of the Civil War in 1860, mining operations were well established at several locations in Newton and Jasper Counties. However, the dependency upon wagon transport limited the extent of mine development.

Mining activities were interrupted by the war, but afterward mining resumed and acted as a stimulus to attract settlers to the region. In 1867 the Granby Mining and Smelting Company began acquiring large tracts of land in the region which it leased to small miners. In 1870, with $500 obtained from a company prize for the most amount of lead produced in a four-month period, two Oronogo miners leased a ten-acre tract on Joplin Creek and began sinking a shaft on the creek's east bank. The mine, known as the "Discovery Shaft," was located about 500 feet north of the former Broadway viaduct. They discovered a rich body of ore at about the thirty-five or forty-foot level. News of their discovery sparked a sustained boom that led to the founding of Joplin and eventually made it the leading city of the Tri-State Mining District (Renner 1985:25).

Early Settlement Resources

Few historic resources remain from the period of Joplin's early settlement. Most significant and representative is the Cox Homestead north of the East Town neighborhood and East Persimmon Street.

In 1866, John Cox constructed a brick house north of his earlier log residence at 615 East Persimmon Street. The house and its surrounding property remain in the ownership of Cox family descendants today. A large property, the Cox Homestead still reflects the agricultural nature of the early settlement period. Its study as a cultural landscape could provide insight into the nineteenth century use of agricultural land in the Joplin area. The property includes the Cox family cemetery.



The Cox Homestead just north of the East Town neighborhood; The 1866 brick residence is just left of center. The Cox family cemetery is left of center at the top (Google Earth).

Information on other properties of the early settlement period have not been found in the limited secondary sources referenced for this preservation plan.

Early histories of Joplin and primary source documents could provide more information and should be a topic of future study.

Primarily agricultural in nature, Joplin's pre-mining history is closely related to the use of the natural landscape, such as proximity to springs for residences and barns, creek bottomlands for crops, upland prairie for pastureland, and woodlands for fuel and wood products. The layout and use of the Cox Homestead or Reverend Joplin's 80-acre farm as referenced in Renner is closely related to the natural resources available within the property boundaries.

Mapping property boundaries from this era; the known locations of buildings and farmsteads; early wagon roads; springs and watercourses; topography; and soils would help provide a picture of how the Joplin area appeared and developed in the decades before the mining boom. With the establishment of a store and a post office, clearly there was more here than has been referenced in recent secondary sources.

The Mining Landscape

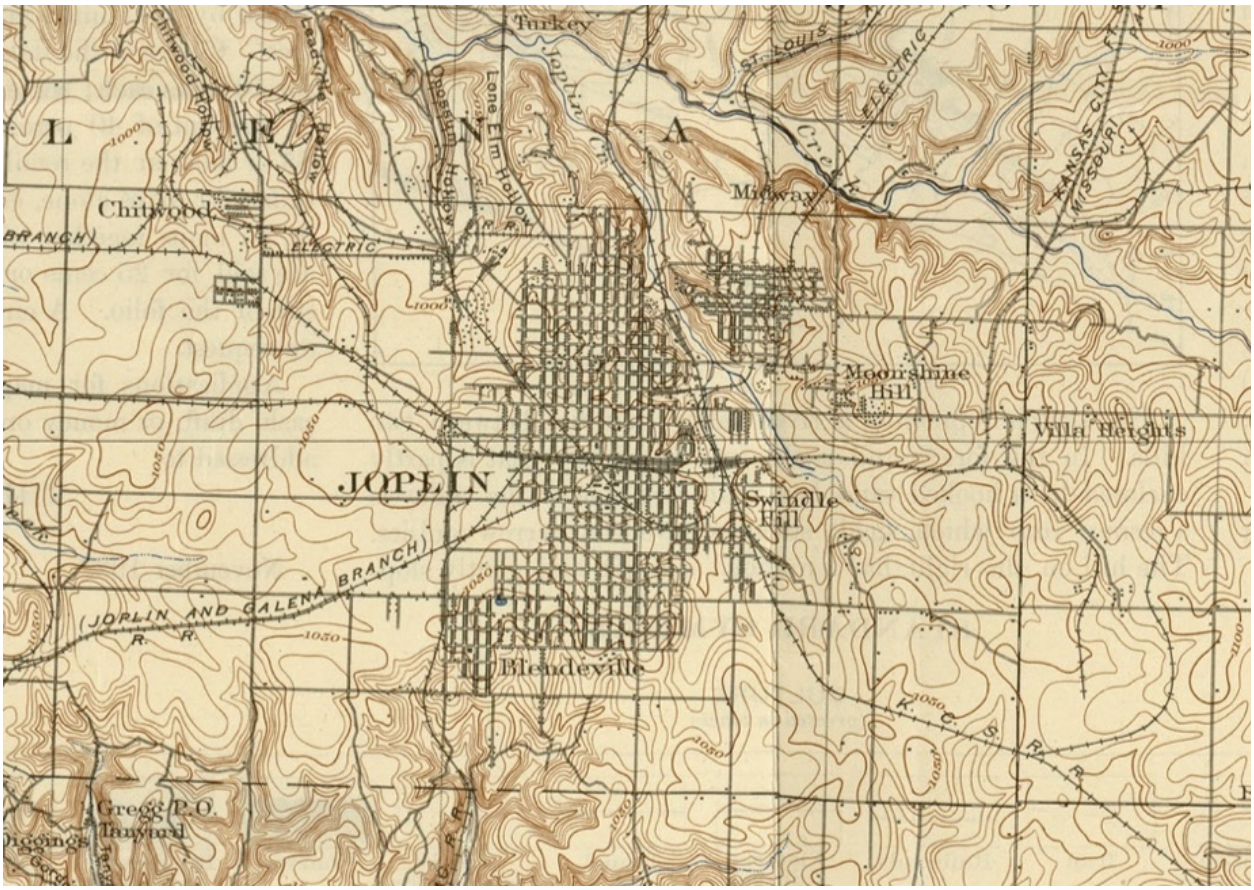
With the discovery of large, shallow deposits of lead within what would become the Joplin city limits, miners flocked to the area. By the summer of 1871, a year after the initial discovery, some 500 people had settled within the valley of Joplin Creek, creating a mining camp and living in tents, pole shelters covered with brush, and makeshift box houses. In the fall of 1871, investors organized the Joplin Mining and Smelting Company and purchased 120 acres of John Cox's land located in the valley north of today's 4th Street. Within a year, the area had increased to a population of 2000 (Renner 1985:25-26; Casey/Hill 1990:4).

The shallow deposits along Joplin Creek required only a shovel, pick, bucket, and windlass for hoisting the ore bucket out of the mine. The majority of early mines were small, each camp having its own smelter. The limitations of wagon transportation kept the initial camps small. Wagons carried the ore to the Spring River where it was loaded onto flatboats and floated west to the Grand River and on to the Arkansas and Mississippi Rivers, eventually reaching New Orleans (Schwenk 2008:E-14).

Wagon freighting connected the area to railheads that had been established within the region. Most heavy freight came by rail to Baxter Springs, thirteen miles due west, and then was teamed to Joplin, a route that involved fording both Spring River and Shoal Creek. The first railroad was completed into Joplin in 1877, connecting to Girard, Kansas. Others followed in the 1880s (Renner 1985:30).

Joplin's early boom lasted until 1877, when the city's shallow deposits of lead were nearly exhausted and important discoveries were made in other areas within the mining district. But with changes in the mining industry in the late nineteenth century, particularly mechanization driven first by steam power and then by electrically driven machines beginning in 1890, Joplin's deeper ore beds could be exploited. Mining activities spread across the Joplin landscape, organized through a leasing system in which land companies leased tracts to mine operators and provided them with services. Joplin experienced its most rapid growth between 1890 and 1910 (Renner 1985:37).

The landscape that resulted is difficult to see today. Maps produced in 1900 show the extent of mining activity that spread across the landscape. The USGS topographic survey prepared in 1900, reproduced below and earlier in this chapter, shows the extent of the city that had developed by that time along with the network of railroad lines that had been established.



Further enlargement of the 1900 USGS map showing extent of Joplin's physical development by that date.

Sanborn maps also produced in 1900 show the extent of mine development in more detail. Mining operations were spread across the city. A map reproduced earlier in this chapter shows the locations of mine shafts, mine waste, and smelter waste across Joplin. Mine shafts were located throughout the city with intense concentrations in the west and to the northeast.

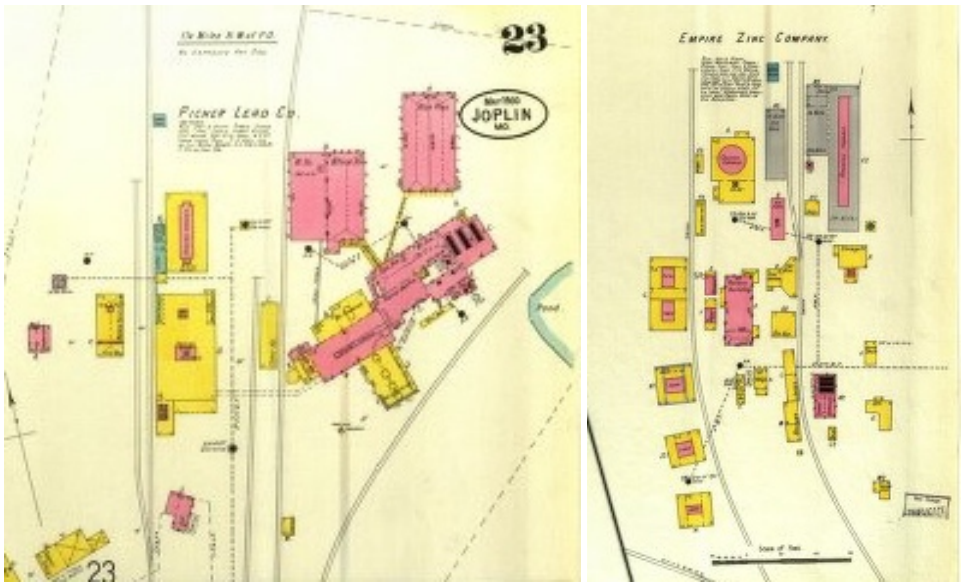
The Sanborn maps show each mining operation in detail, with its configuration of shafts, smelters, outbuildings, and waste ponds. Some mine operations were located within residential neighborhoods, with residential lots and houses around them. Others were located outside of the settled area. However, over time as the city has grown, these operations as well have been developed into today's residential neighborhoods.

Mining Landscape Resources

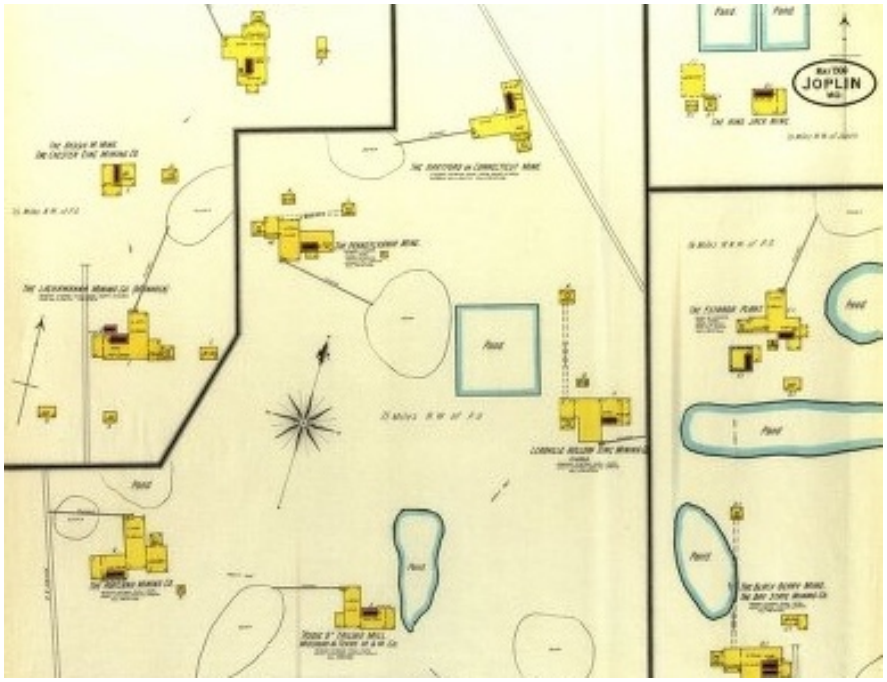
The mining landscape throughout Joplin was pervasive and complex. Today it is hard to appreciate because almost all of the mine structures have been removed. Mine operations included numerous buildings in a fully industrialized landscape.



Mining landscape of the Joplin district from a 1907 industry publication.



The detailed layouts of two larger operations within Joplin in 1900 (U MO 1900).



Sanborn map with examples of the many smaller mine operations located outside of the settled area of the city in 1900 but today within the city's boundaries (U MO 1900).



Portion of the North Heights neighborhood between C and D Streets in 1900 (left) and today (right); the Sanborn map shows a mine operation with mine shafts, buildings, and waste pond along a platted but unopened West D Street. Small residences are located on lots immediately to the south. Today this is a thriving neighborhood.

Mine operations included the shafts, smelters, support buildings, haul roads, railroad lines, tailing piles, waste ponds, electric lines, and other structures. Some operations were located within platted residential areas, with miners' housing developed around them. Networks of interconnected mine shafts followed the geology of the ore beds below the ground. Above ground, tailing piles accumulated and the areas were devoid of vegetation.

Today, the character and extent of the mining landscape within Joplin's city limits is difficult to see. The mining operations exist as a ghost image across today's community. Mine shafts have been closed and capped throughout the city. Structures have been removed. Mine operations that were located within residential neighborhoods have been cleaned away and developed into residential lots. Contaminated soils within residential areas have been remediated.

Residential areas have expanded over the decades and encompassed areas outside of the early settled area that were formerly mined. Remnant residential areas that had developed around mines that were further away now exist independently and have themselves grown after the mines have been removed. In some cases, odd configurations of open space, particularly in the western portion of the city, are a reminder of remaining waste sites. Abandoned railroad rights-of-way thread through the city showing the network that once existed. Large moonscape areas devoid of vegetation and with mountains of chat are located northwest, just outside the city boundaries.

Using the Sanborn maps from the early twentieth century Joplin's mining landscape could be studied in detail and interpreted. A long-term project of superimposing mine structures shown in the Sanborn maps into the city's GIS database would portray the physical layout of mining infrastructure across the city's landscape. Research into the individual operations would provide a detailed picture of how operations within the city evolved. How subsequent development occurred after mining ceased would be of interest.

Commercial Center of the Tri-State Mining District

In response to the influx of miners in 1871, John Cox platted seventeen acres for a town site on the hill on the east side of Joplin Creek centered at about today's Broadway and Cox Streets. He later platted an additional twenty-three acres for the town. On the west side of the creek, investors purchased forty acres of land from Oliver Picher and filed a plat for a new town centered at about today's 4th and Main Streets.

The two towns grew rapidly. On the west side, lead investors Patrick Murphy and William Davis built a miners supply store at 1st and Main Streets and, shortly after, a smelter. Lots were sold on liberal terms. Whereas John Cox sold land to others to develop, Murphy and Davis were themselves aggressive entrepreneurs. It was the west side of creek that would become the commercial center of the new community once the two towns were finally unified with the name of Joplin in 1873 (Renner 26-27).

By 1875, fifty-two mercantile establishments had already opened in the young city. A gas system with gas produced from coal was installed in 1877 for street lighting and houses. Joplin grew rapidly in the 1880s. A public water system pumping water from Shoal Creek four miles to the south was completed in 1881, the same year that telephones were introduced. The first street trolley, pulled by mules, was introduced in 1882. The first electric generating plant was built in 1887. That year, citizens voted in favor of becoming a third-class city, which opened the way for additional civic improvements such as street paving and the construction of sewer lines (Renner 1985:32-34).

Joplin experienced its most rapid growth between 1890 and 1910. The city's population in 1890 was 9,943 compared to about 2,000 in 1872. By 1900, Joplin's population was 26,023, and by 1910 it was 32,073. Joplin had grown from a remote mining camp to a significant city in less than thirty years (Renner 1885:37,40,46).

With this growth, Joplin emerged as the hub and leading city of the Tri-State Mining District. Reasons for its leading role include the development of significant railroad connections, dominance in the manufacturing of mining machinery, and importance in the financing and administration of mining. Located within a ten-mile radius of Joplin were eleven towns with an aggregate population of 80,000 by 1910. These towns became tied to Joplin by roads, railroads, and an extensive electric trolley system (Renner 1985:37,46).

By 1910, development of Joplin's railroad network was complete. The city's several railroads collaborated in the construction of Union Station in 1911. The

Frisco Railroad, however, did not participate and instead constructed its own eight-story depot and office at 6th and Main Streets in 1913, Joplin's first high-rise building, which still remains (Renner 1985:55).

As the region's railroad hub, the city became a center for warehousing, wholesale distribution, and factories. An important factor in Joplin's dominance of mining was its growing role in the manufacturing of mining machinery. The low-grade, scattered ore deposits characteristic of mines within the region stimulated the development of specialized machines that were invented and perfected locally. Many of these highly specialized machines that were designed, patented, and produced by Joplin firms then enjoyed a world-wide market (Renner 1985:39,55,57). Joplin's manufacturing industry lasted well into the twentieth century and was a factor in the city's economic transformation after the mining era ended.



Main Street in 1919 at the peak of its development; this is a featured photograph in The Joplin Globe's 2014 publication, *Joplin Memories, The Early Years*.

In the two decades between 1910 and 1930 Joplin's growth slowed, but expansion of the area's interurban trolley system and construction of a modern highway network continued to strengthen the city's central role within the region. As growth slowed and mining shifted away from Joplin's immediate environs, the city's population and economic base underwent a transformation into that of a more mature and urbanized center. The shift away from local mining caused the population to become less transitory and more stable, developing into a mix of trades people, laborers, merchants, and professionals (Renner 1985:49,59).

Ore production in the Joplin portion of the Tri-State District began to drop as early as 1906. However, discovery of the Picher field in nearby Oklahoma in 1914, the richest body of lead and zinc ever discovered within the District, increased regional production overall. District-wide production peaked in the years 1925 and 1926.

While no longer a center of production, Joplin maintained its role as the center of transportation, commerce, and manufacturing within the region. The city's businesses became more diversified and by 1925 included 141 manufacturing businesses as well as agriculture-related industries such as grain mills, feed processing plants, packing establishments, and creameries. Joplin's downtown shopping district included three large department stores as well as many smaller shops (Renner 1985:49,57). Linked throughout the region by the electric trolley system, Joplin was accessible to a large regional population. The trolley system peaked in use in 1918 before beginning its decline in the 1920s with the increased use of the automobile (Renner 1985:54).

As outlined above, Joplin grew from a mining town to a prominent city between 1871 and 1910. It then stabilized and matured over the next two decades. With the beginning of the Great Depression in 1929, the regional mining industry began to decline, its higher-grade lead and zinc deposits exhausted. The City of Joplin suffered under the Depression, but because of the increased diversity of its economy that had occurred since 1910, it fared better than other surrounding communities (Renner 1985:61). Joplin's challenge in the mid- and late-twentieth century was to complete the transformation of its economy away from mining to other sectors, which it was slowly able to accomplish.

Commercial and Industrial Resources

Joplin's rapid early twentieth century growth created an extensive downtown commercial and industrial core serving the entire Tri-State Mining District. Extending from the valley of Joplin Creek on the east nine blocks west to Byers Avenue and from 1st Street on the north to 10th Street on the south, Downtown Joplin was a regional center, considerably larger than the population of the city alone would normally support. This center is comprised of a rich variety of historic retail, office, institutional, industrial, warehouse, and residential buildings.

Geographically, Downtown Joplin is influenced by two primary factors. The valley of Joplin Creek serves as its eastern boundary and was the location of the first strike and initial mining activity in 1871 that led to the city's founding. Later, after the relatively shallow ore beds within the creek's bottomland were exhausted, the creek valley served as a natural location for the north-south railroad lines serving the city. Over time, this led to the predominance of industrial, manufacturing, and warehouse uses along the eastern side of downtown, where there was direct access to the railroads.

The other primary geographical factor was the north-south layout of Main Street on the heights west of the creek along with the grid of blocks and lots associated with it. Main Street became the primary commercial street in the city. While it started out in 1871 as a line of tents and shacks providing minimal accommodations for the initial businesses of the mining boom town, Main Street became fully developed as a regional urban center by 1910.

To the north, Main Street terminated about four blocks north of 1st Street at the steep bluff looking down over the diagonally trending creek. To the south, beyond the city's boundary, the extension of Main Street varied from the city's grid and wound its way down to Reddings Mill in the valley of Shoal Creek. Neither extension of Main Street was of transportation or economic significance. Main Street was thus an artificial creation intended solely as the town's commercial center.

The railroads and the electric trolley lines made Joplin into a regional center. Between 1878 and 1888 several railroads built lines connecting to Joplin. The 1910 map shows eight railroad lines radiating out from the city in all directions. While the valley of Joplin Creek became a primary north-south railroad corridor, the primary east-west corridor through the city was the rail yard at 10th Street, the de facto southern terminus of Downtown Joplin.

The railroads connected Joplin to the nation, and the electric trolley lines connected the communities of the Tri-State Mining District to Joplin. The first electric trolley line was introduced to Joplin in 1890, beginning the replacement of earlier mule-car lines. By 1907, an elaborate electric trolley system was in place that served most of the mining district. Approximately 90 percent of the system's business was miners, who could commute from their homes to mines located throughout the district. New residential suburbs were created along its routes. The system also linked smaller communities throughout the district to Downtown Joplin. As noted above, use of the trolley system peaked in 1918 and then declined through the 1920s as the automobile gained prominence (Renner 1985:52-54).

Joplin's railroads and trolley lines are lost historic landscape resources that had a significant impact on the physical development of the city. Traces of the trolley lines are almost entirely gone, though several roads and the layouts of some neighborhoods provide evidence of their existence.



Few remaining railroad-related buildings still exist in Joplin. The building at left is a rare remaining roundhouse.

Only a few active railroad lines remain in Joplin; most have been removed. However, the vacant rights-of-way of former lines are visible throughout the city, ghosts of the era of railroad dominance. Like Joplin's mining operations, which they served, these rights-of-way are elements of a lost landscape. Remaining resources include the rights-of-way themselves, spurs that served former mines and manufacturing operations, remnant infrastructure such as concrete culverts, and in some places metal rails under roads that have been paved over but cause cracking of pavement when they expand. Very few railroad-related buildings

remain along the railroad lines beyond downtown. Like those of the mining operations, most have been removed. Rights-of-way provide future locations for possible pedestrian trails throughout the city.



Remaining railroad infrastructure; most significant are the rights-of-way themselves. The steel rails of abandoned lines are still present beneath paved roads as in the center photograph here.

The structure of Downtown Joplin is comprised of three parts: (1) commercial uses along Main Street and some adjacent streets; (2) industrial, manufacturing, and warehouse uses to the east toward the railroad, and (3) predominantly institutional and residential uses to the west, blending into the surrounding neighborhoods.

A comprehensive survey of most of the downtown area was undertaken in 1988 and provides a valuable assessment of historic buildings existing at that time. Evaluations of buildings with respect to historic use and integrity were made which provide a basis for further assessment today. The 2008 Multiple Property Documentation Form for Joplin provides a framework for the evaluation of significance for historic buildings in Joplin in relation to the city's history and historic contexts. The 2008 study identifies historic building types to which most of Joplin's historic buildings relate.

Joplin has a wide range of historic commercial buildings along Main Street and on adjacent blocks. A significant number of historic buildings were lost to demolition during the period of urban renewal in the late 1950s into the 1970s. Downtown Joplin was fully developed by 1910 and continued to add new buildings into the 1920s. Commercial buildings along Main Street and on adjacent blocks range from older, traditional two- and three-story retail stores, high-rise offices and department stores, to later one-story automobile related businesses and showrooms.



Three of Downtown Joplin's prominent high-rise buildings; the center photograph is the eight-story Frisco Building at 6th and Main Streets constructed in 1913 to serve as a depot and offices for the Frisco Railroad.



Traditional two- and tree-story retail buildings in Downtown Joplin's commercial district



One-story commercial buildings like the two at the right date from the 1920s and are related to the increased use of the automobile. A number are found along South Main Street and on adjacent blocks. The building at right is the smallest on Main Street.

To the east of Main Street are many buildings used by businesses that needed access to the railroad lines in the valley of Joplin Creek. Many of these buildings are underutilized today and represent a long-term opportunity for revitalization and growth downtown. There are a significant number of open lots where buildings appear to have been lost as well, which provides an opportunity for new construction.



A range of manufacturing and industrial buildings on the east side of Downtown Joplin; the two buildings at right are immediately adjacent to the rail lines in the creek valley. The building at right is one block off of Main Street.



As a regional center, Joplin developed warehousing and wholesaling businesses that served the entire Tri-State Mining District. The three buildings above were all related to food distribution and are located immediately adjacent to the rail lines in Downtown Joplin. The building in the center has been rehabilitated and is a model project, noted in Chapter 3.

To the west of Main Street, the most prominent buildings were institutional in nature and represent the array of social entities that became established in larger communities. These buildings give way to residential neighborhoods to the west, north, and south. Included with them were a few large apartment buildings, unusual in a community known for its small miners' residences. These apartment buildings, other large buildings that could be rehabilitated, and additional open space that has resulted from demolition provide opportunities for residential development within the downtown core.



A Carnegie Library, a Masonic Temple, and a federal courthouse and post office are representative of the more prominent institutional uses located on the west side of Downtown Joplin. These are the community's most dignified and respected buildings.



Churches and schools, the centers of community life, are also located here. Churches located downtown were constructed by the denominations prevalent in the early twentieth century.



Large apartment buildings in and near Joplin's downtown core seem unusual in the community known for its neighborhoods of small homes. Yet they represent the city's historic role as a regional center and provide an opportunity for urban redevelopment.

Joplin's Neighborhoods

Joplin's residential neighborhoods spread outward from its downtown commercial core to the east, west, and south. The valley of Turkey Creek to the north acted as a barrier to easy expansion in that direction. With the rapid growth in population first in the 1870s and then between 1890 and 1910, land owners and investors took advantage of the persistent shortage of housing by platting new neighborhoods and selling lots. Numerous subdivisions were annexed into the city's boundaries in the twenty-year period ending in 1910 (Renner 1985:40).

Many of the early neighborhoods developed around active mines that were located close to the city center. As these mines played out in favor of richer ore beds further away, the large mining companies that controlled the land sold tracts to groups of investors who developed them as residential neighborhoods. The residential areas first grew westward, then southward. Small independent villages such as Blendville, a mile-and-a-half southwest of the city center, grew up around independent mining operations and were absorbed into the city. The Blendville area was annexed in 1892. By the early 1900s, real estate values were dramatically increasing as the city's rapid growth spread south across the open farmland.

The region's network of electric trolleys or streetcars, discussed above in its relation to Joplin's commercial connections within the Tri-State Mining District, linked the growing neighborhoods not only to the downtown center but also to other communities and mining operations throughout the district. As mining ended in the immediate vicinity of Joplin, miners living in the city could commute to other places for work. By 1930, most of the historic residential areas in Joplin that we know today were fully developed.

Joplin's residential neighborhoods are among the city's greatest assets. Today, the neighborhoods have matured into places of great charm. In part, this charm derives from the streetscapes of large deciduous canopy trees that shelter, shade, and provide scale to neighborhood residences. In part this charm also derives from the character of the residences themselves.

Joplin's residential neighborhoods are made up primarily of small homes in a great variety of different types and styles. Most neighborhoods were created to serve miners or related trades. Houses were small and affordable. Most were

wood-framed, though the scattering of small houses with stone exteriors is remarkable. Rarely are two side-by-side homes of the same type or style. Most of the houses are vernacular, but some very small houses were built in Tudor or other popular styles. Most have front porches, relating the homes to the streetscape. Alleyways in most early blocks service the homes from behind. Because the homes are small and mostly made of wood, they are easy to maintain. Today, these neighborhoods have great character and are attractive to special markets, such as young families, couples, singles, and empty nesters.

Joplin's 1990 Preservation Plan divided the core of the city into historic neighborhood areas that are useful in considering how the city expanded. The city's Neighborhood Services Division has identified functional neighborhoods within these historic areas that can be used for neighborhood engagement, planning, and revitalization (discussed in Chapter 6 of this plan).

To date, only two of Joplin's neighborhoods have been professionally surveyed with respect to historic preservation. The working class neighborhood in the southeast corner of Downtown Joplin was surveyed in 1988. The more affluent neighborhood of Murphysburg was surveyed in 2012. A portion of Murphysburg's surveyed area was listed on the National Register of Historic Places in 2015.

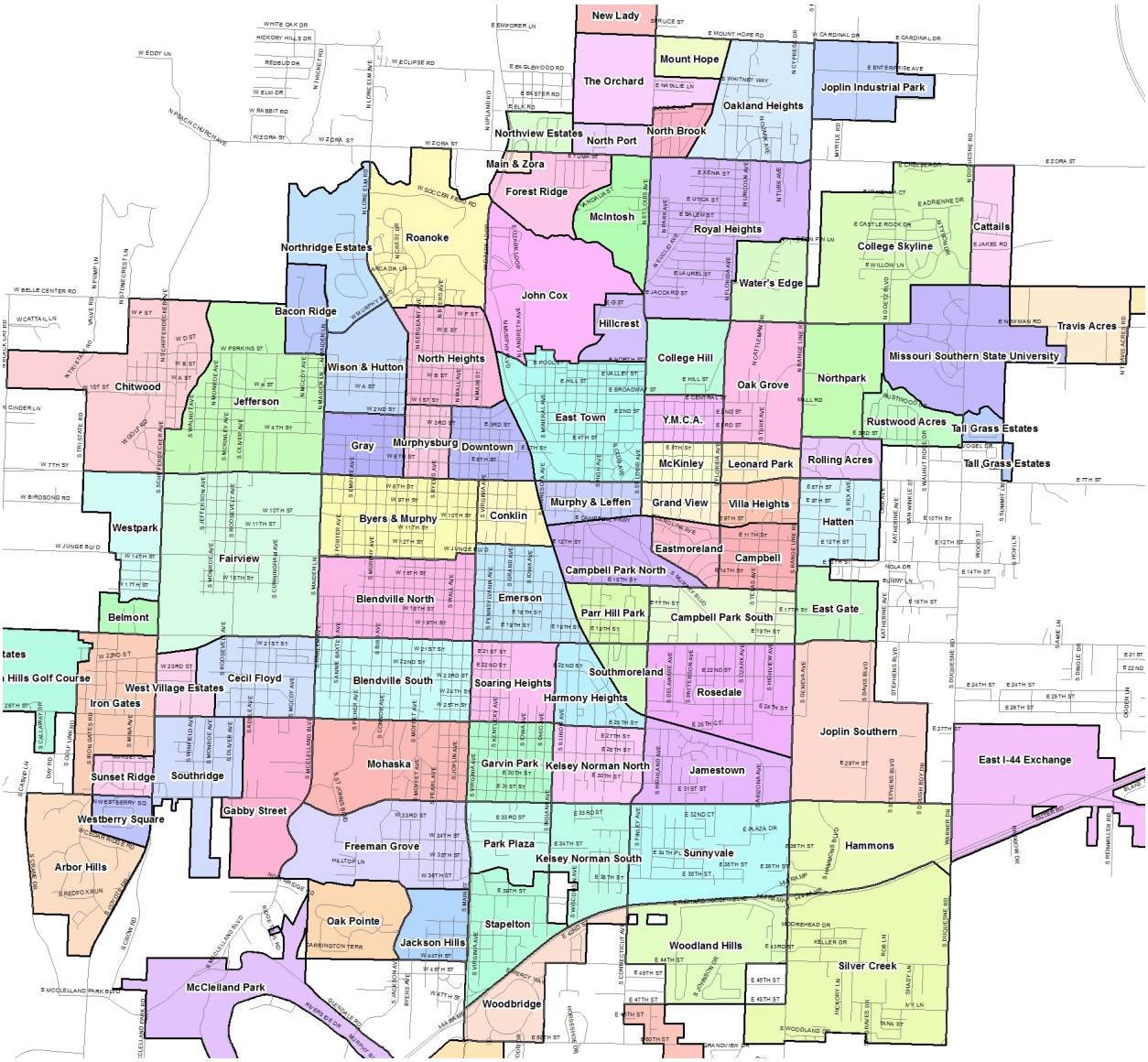
The long-term need to continue research and the survey of Joplin's residential neighborhoods is discussed in Chapter 4 and Chapter 6 of this plan. By studying the homes in existing neighborhoods, a better understanding of their history, development, and character can be obtained and can be used to support neighborhood engagement and revitalization.

The basis for the continued survey of neighborhoods is included in the 2008 Multiple Property Documentation Form prepared for Joplin (Schwenk 2008). This study includes a background summary of the city's growth and a discussion of the types of vernacular housing that make up most of Joplin's neighborhoods.

The historic neighborhood areas identified in the 1990 Preservation Plan include:

- Joplin City (today the East Town neighborhood);
- Murphysburg;
- North Heights;
- Roanoke;
- Blendville;
- South Joplin; and
- South Main Street.

Together, these areas include most of the city's historic neighborhoods that had developed by 1930. What they do not include are the neighborhood of Leonard Park that developed east of Joplin City (East Town), the trolley suburb of Royal Heights to the northeast, and the small mining neighborhoods of west Joplin that still survive. And of course, they do not include the suburban neighborhoods of the 1950s and 1960s, mostly to the south and southeast, that should now also be recognized for their distinctive character. The future detailed study of Joplin's neighborhoods envisioned by the Historic Preservation Commission and Neighborhood Services Division, discussed in Chapters 4 and 6, should include all of Joplin's neighborhoods.



Map of Joplin's neighborhoods with the historic neighborhood areas identified in the 1990 Preservation Plan superimposed.

Below are discussions of the historic neighborhood areas identified in the 1990 Preservation Plan with background on their history and character.

Joplin City (East Town)

Joplin City, located on the hilltop east of Joplin Creek, was the first settlement of Joplin and retains much of its original landscape character. Centered on Broadway Street, this area is known today as the East Town neighborhood. John Cox platted his new town in this location in 1871 soon after the discovery of a rich vein of lead ore on land he owned and leased to miners in the valley of Joplin Creek just to the west. The competing town of Murphysburg was being platted at the same time on the west side of the creek, and the two towns finally became joined as Joplin in 1873.

As the community west of the creek was growing faster with more business development, the Joplin City area remained predominantly residential. Perhaps because of its slow growth, the Joplin City area retains some of the best examples of construction from before and immediately after the Civil War. Its houses are predominantly wood frame, single story structures of early cottage and shot-gun styles. There are some stone and early brick buildings, most of which are of commercial or religious use.

Many of the area's commercial buildings are located along Broadway Street, which was one of the main roads into Joplin from the east and northeast. The Cox residence and cemetery are preserved in their original landscape setting to the north of the neighborhood.



Homes and a church in East Town, the original Joplin City

Throughout the early to mid-nineteenth century, as the neighborhoods in the northeast part of town declined due to suberbanization, African American presence in this area expanded, and the neighborhood became a center of Joplin's black community. As one of the first settlements of Joplin, this area contains remaining elements of the original community with churches, commercial properties, buildings associated with transportation, and city parks. Many buildings have been lost within this area, however, and a large number of vacant lots are available for future development (Casey/Hill 1990:15; Schwenk 2008:E-39,40).

Murphysburg

To the west of downtown is the residential neighborhood of Murphysburg. Named after the original town established west of Joplin Creek in 1871, this neighborhood was an extension of downtown and contained a mix of residences of different socio-economic groups dating from the boom years of the 1870s through well into the twentieth century.

The residences in the northern portion, particularly those bounded by West 1st and West 6th Streets north-south and Pearl and Jackson Streets east-west, were the homes of some of the city's prominent families, while the homes to the south housed the working class of Joplin. As the commercial downtown core spread west, many early houses close to downtown were demolished for institutional and commercial uses.

The Murphysburg neighborhood includes a broad mix of building styles and types related to its different economic groups. Many of the homes to the north are high style residences built by many of the prominent business leaders and families. Except for these few homes in Murphysburg, large high style residences are rare in Joplin. The homes to the south that housed working class families are predominantly vernacular and are more typical of Joplin.



High style residences in north Murphysburg's historic district above; workers' housing in the southern portion of the neighborhood below

Murphysburg is predominantly residential, mostly single family homes but also including a few multiple family residences. The homes vary in style from Queen Anne to vernacular with Foursquare, Two-door Miners' Cottages, and Bungalows mixed in. The historic integrity of the neighborhood is intact and very little modern construction or demolition has taken place.

Many of Joplin's founding families built homes in this area, and their wealth is reflected in the size and workmanship of the buildings, both the interior and exterior. The simplicity of the workers' housing reflects the stature and economic base of the majority of Joplin's residents (Casey/Hill 1990:23; Schwenk 2008:E-36).

The northern portion of the Murphysburg neighborhood has been listed as a historic district on the National Register of Historic Places and is also a local historic district.

North Heights

The land north and west of 1st and Main Streets was open prairie land at the time of the city's founding. During the 1870s and 1880s, it was mined extensively by the Granby Mining and Smelting Company, one of the largest mining landholders in the district. In 1891, a large portion of the land was sold to the City of Joplin, which soon began developing it for residential use. The North Heights addition, north of C Street, was one of the first developed. The following year, the school district erected Columbia School at the corner of E Street and Moffet Avenue establishing a distinct neighborhood. The city's streetcar lines provided transportation to and from North Heights.

Over the ensuing two decades the North Heights residential district grew, bounded by F Street on the north, Main Street on the east, B Street on the south, and Gray Avenue on the west. The area contains many of the homes of the city's founding fathers as well as individuals prominent in the city at the turn-of-the-century. The area also contains the houses of the middle class and the city's earliest purpose-built apartment buildings.



Range of residential buildings and one former commercial building developed in North Heights

North Heights is predominantly residential, ranging from single family homes to multiple family apartments. The homes vary in style from Queen Anne to vernacular with Foursquare, Cottages, and Bungalows mixed in. The historic integrity of the neighborhood is intact and has little modern construction or demolition. There are some commercial and institutional uses in the area. Many of the houses are reasonably maintained, but some are in need of rehabilitation work (Simpson in Casey/Hill 1990:28; Schwenk 2008:37).

Roanoke

In 1907, the Granby Mining and Smelting Company sold forty acres adjacent to North Heights to the Roanoke Realty Company for residential subdivision. The developers envisioned that the rolling topography adjoining North Heights would be filled in with fine homes in a few years. Scoffers thought it would never work;

the topography was rough, and its streets were too steep. In addition, the lots were being offered at $1000 each, an exorbitant amount at that time, and carried restrictions as to their use.

In spite of the naysayers, the Roanoke neighborhood quickly developed into an attractive subdivision for new, high style homes. The winding streets and varying lots are fine examples of the type of City Beautiful urban subdivision design being introduced in other large cities around the country. Located on the bluffs above Turkey Creek, the rolling topography and inaccessibility provided natural beauty, privacy, and exclusivity.

Often called "Snob Hill," Roanoke is the most concentrated neighborhood of high style housing in the city. Many different styles popular in the early twentieth century are represented: Tudor, Spanish, Colonial, Neoclassical, Bungalow, Shingle, Prairie, and others. The Roanoke neighborhood continued to be developed into the 1920s and 1930s. The homes in this area have been well maintained.



Affluent homes in the Roanoke neighborhood on the bluffs above Turkey Creek

The later Roanoke Crest subdivision continues to the north with Sergeant Avenue becoming Crestwood Drive. Some of the homes along this drive and to the west were built in the late 1930s. Others were built in the mid- and late-twentieth century (Simpson in Casey/Hill 1990:32).

Blendville

Blendville was an unincorporated mining community that sprang up in 1876 about a mile and a half southwest of the city center after several mines opened in the area. Blendville was typical of the small mining settlements that developed around Joplin, as miners clustered their homes around the mines where they worked. The village, originally called Cox Diggings, occupied 160 acres that today is bounded on the west by Maiden Lane and spreads southward from 20th Street to 26th Street. In 1880, the village was renamed Blendeville—blende is the common name for the zinc sulfide ore that was mined in the area. The "e" was later dropped from the name.

An important pioneer citizen, Thomas W. Cunningham, owned a 40-acre farm that became the nucleus of the residential section of Blendville. He laid out the farm into town lots and priced them low enough that miners could afford to buy them. He also donated lots for three churches and a school. In 1898, he donated a large piece of wooded land at 28th and Maiden Lane to the city for the city's first

park, Cunningham Park. Blendville was mostly residential and occupied by miners who worked in the nearby mines.

Many of the area's commercial buildings are gone, but a few plain brick structures remain. The city's Water Works Department, built in 1881, is located here. Its red brick buildings are ornamented with arched windows, a tower, and cut stonework. The area surrounding the Water Works is historically significant to Joplin because of its role in the rapid development of the city.



Views of the Blendville neighborhood around Cunningham Park, destroyed by the 2011 tornado

The 2011 tornado that struck Joplin ripped through the southern portion of Blendville and destroyed most of the homes south of 23rd Street. Most of the homes north of 23rd Street survived intact. These homes consist mostly of simple frame cottages, with some more ornate Victorian styles as well as Foursquares and Bungalows. The majority of surviving buildings are in good condition, although some are in need of maintenance and repair (Casey/Hill 1990:36).

South Joplin

South Joplin encompasses a narrow band extending from the 10th Street rail yards east of Main Street south to the rolling hills west of Main Street at 36th Street. As the city limits of Joplin grew southward from the early 1900s through the 1930s, a number of residential subdivisions of farmland occurred both before and after annexation. In 1900, the Missouri Lead and Zinc Company laid out a parcel of land for 350 shotgun houses between Missouri Avenue and the railroad to the east (Renner 1985:38).

John C. Cox Jr., son of Joplin founder John C. Cox, was one of the early residents of the area and owned a large farm and a house which stood at the intersection of 16th Street and Joplin Avenue. Cox and other landowners parceled off lots for development. The area was annexed as Cox's Addition to meet the city's critical need for new housing.



Appealing vernacular and styled housing in the northern portion of South Joplin, east of Main Street

In 1906, a popular ballpark with its grandstand and bleachers at 16th and Main Streets was demolished to make way for commercial and residential lots. The demand for these lots was so great that their value rose from $200 in 1908 to anywhere from $350 to $1550 by the end of the year.

The early twentieth century homes developed in the northern part of this area are typical of the small, wood-framed dwellings found elsewhere in Joplin. These homes vary in style from simple Queen Ann to many forms of vernacular. Houses at the south end were developed in the 1920s and 1930s and, though small, include English Cottage and Tudor styles, Spanish Mission, Colonial Revival, Bungalows, and American Foursquare. The later neighborhoods on the rolling hills south of 32nd Street are particularly appealing.



Highly styled but small homes from the 1920s and 1930s in the southern portion of Oak Ridge in South Joplin

The 2011 tornado severely impacted South Joplin, cutting directly though it and destroying most homes between 20th and 23rd Streets to the north and 28th Street to the south. The majority of surviving buildings both north and south of the tornado destruction are in good condition and are well maintained. Older houses closer to the rail yards in the northern portion of South Joplin are more likely to be in need of appropriate maintenance (Simpson in Casey/Hill 1990:40; Schwenk 2008:E-38).

The South Main Street Corridor

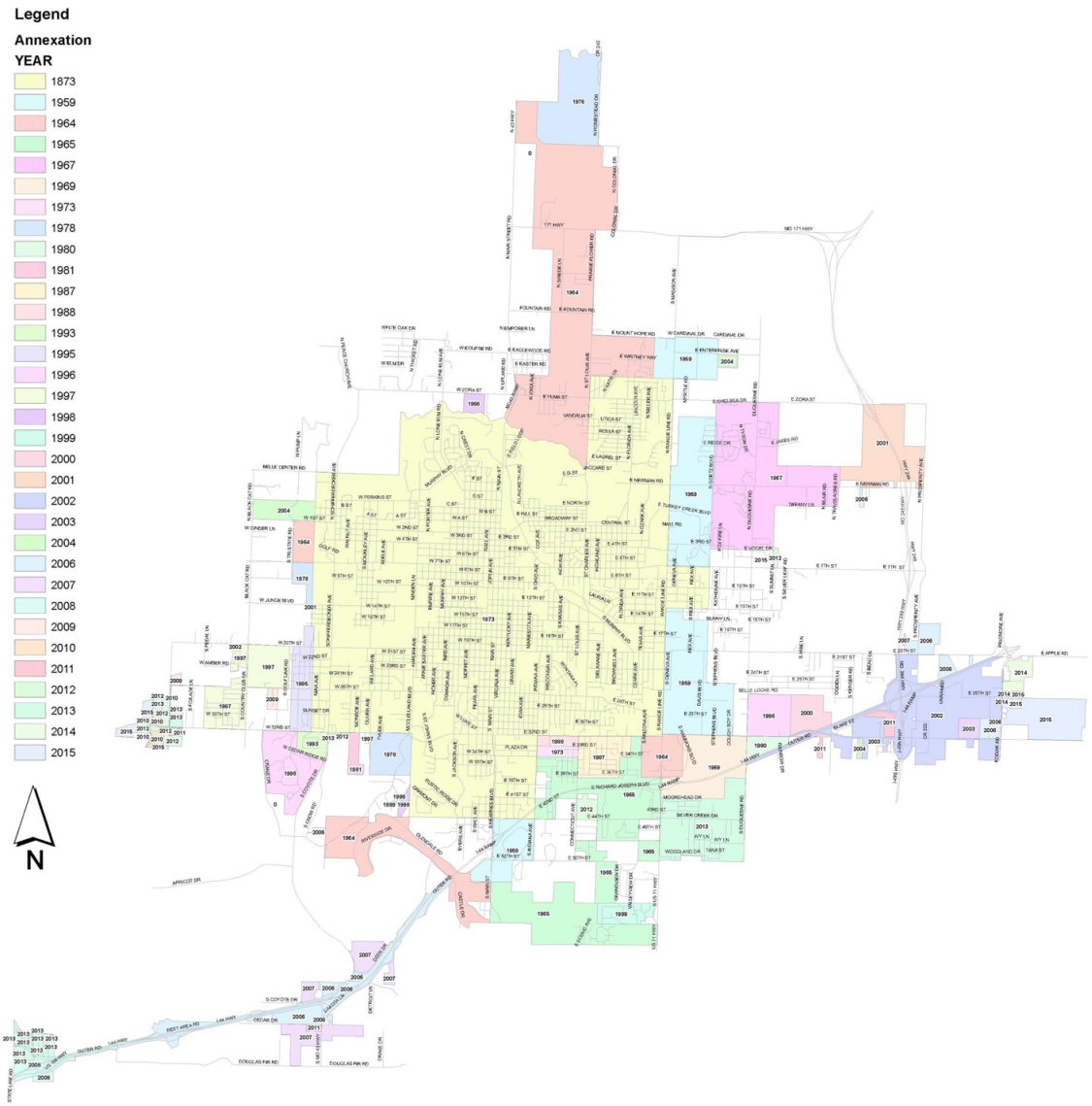
The South Main Street Corridor identified in the 1990 Preservation Plan extends from 10th Street to 26th Street; historic buildings can be found further south as well. 1906 was the pivotal year for Joplin's development southward from the city's downtown core.



View south down Main Street above the tornado damage (left); view north from 29th Street showing new commercial redevelopment within the area of tornado damage (center); surviving stone residence along Main Street at 29th Street (right).

That year the city spent $15,000 to extend Main Street four miles south to Reddings Mill on Shoal Creek, resulting in one of the state's longest main streets. Fifteen new additions were annexed into the city, many of which were in South Joplin. Real estate values increased 100% that year. Prices for lots on Main Street were highest due to their commercial value.

Many of the commercial buildings on Main Street south of 10th Street represent styles and types that were prominent throughout the nation from the 1880s to the 1940s and to the present. The 2011 tornado destroyed buildings along Main Street in an area bounded by 20th Street to the north through 29th Street to the south. Above 20th Street, the character and integrity of the commercial district remains intact. Below 20th Street new commercial and mixed-use development is being encouraged. A few one story stone residences along Main Street in the vicinity of 29th Street survived (Simpson in Casey/Hill 1990:44).



Annexation map of Joplin showing the city of the early twentieth century in yellow and additions that have been made since 1959 (City of Joplin; the date 1873 in the legend is incorrect)



CHAPTER 3 – PRESERVATION APPROACH

Historic resources play a prominent role in Joplin's community character and quality of life. Joplin's stable growth since its early boom years has resulted in the presence of buildings, neighborhoods, and landscape resources surviving from every period of its development – especially in its residential neighborhoods and especially in those neighborhoods from its early periods. Joplin has an interesting story and a high degree of historical integrity. Joplin's strength is in the diversity and variety of its building types, forms, periods, and styles. No one type or style dominates; all are significant and all contribute.

Great strides have been made in revitalizing Downtown Joplin through both public investment and private initiative. These efforts should continue and be reinforced. Progress may seem difficult or slow due to the large size of the downtown area and the incremental nature of change, but progress has been significant and recognizable. Joplin's historic residential neighborhoods are extensive and have great charm. They tend to be vernacular in type – simple, livable, affordable. They are Joplin's strongest asset.

The core idea of this preservation plan is to refocus on Joplin's historic downtown and residential neighborhoods by encouraging private sector interest and investment, especially home ownership. Public policy based upon concepts of the 2012 Comprehensive Plan can continue to encourage downtown projects, strengthen neighborhoods, and draw businesses and homeowners to Joplin's livable places of great character. The preservation plan promotes using clear

vision, selected initiatives, and incremental change to continue strengthening and enhancing the community over time.

3.1 VISION STATEMENT FOR HISTORIC PRESERVATION

The following vision statement has been developed to guide the preservation plan:

> *As residents of the City of Joplin, we recognize the rich heritage of our community and how the character of our historic neighborhoods and downtown contributes to our daily lives. We work together to build community spirit, awareness, and identity for the benefit of our children and future generations. Joplin's story is one of resilience, strength, and community. Our historic buildings and landscapes help to bring our enduring story alive.*

In part, this vision is based upon the stories of resilience and community spirit that have grown out of the experience of the 2011 tornado and its aftermath. Throughout the preparation of this preservation plan, stories of volunteerism, faith, support, assistance, and hard work have been shared by many project participants. This sense of community and shared experience helps forge identity and reinforces local commitment to building and rebuilding together for the future. This preservation plan embraces this spirit and hopes to help shape its continuing focus.

3.2 GOALS FOR HISTORIC PRESERVATION

Nine broad goals have been identified that together express the ways in which historic preservation can be incorporated into planning for Joplin's future. These goals have been expressed through the strategies and recommendations presented in Chapters 4 through 8 of this preservation plan. In the introduction to each chapter, the strategies that chapter emphasizes are noted.

Goal 1 – Community Identity:

Make Joplin's historic buildings and landscapes central to its community identity.

Community identity is an important component of economic development and community engagement. Businesses want to locate in places with high quality of life—places where their employees will want to be and to which they can attract the best talent. Communities with strong positive identity have a competitive advantage.

Joplin is known for its high level of volunteerism and community engagement, a characteristic that was highlighted and strengthened in the aftermath of the tornado. Joplin has become known nationwide for its recovery effort. A strong identity engenders pride of place and encourages residents to support each other.

Joplin's historic buildings, neighborhoods, and landscapes embody community character and identity. Today's sense of community is a continuum of generations

of work and life in this place. Strengthening community identity will help preserve historic buildings and engage residents in their surroundings.

Goal 1 is addressed in Chapters 5, 6, and 8. Chapter 5 focuses on strengthening Downtown Joplin's identity as the historic center of the community. Chapter 6 emphasizes residents' engagement with their own neighborhoods, recognizing and appreciating their character and character-defining features. Chapter 8 proposes a community-wide interpretive presentation with the intent of engaging residents and visitors with the stories of the community in the places where those stories happened.

Goal 2 – Research:

Deepen understanding and appreciation of Joplin's heritage and its related building and landscape resources through an ongoing program of research and investigation.

Joplin has had a small devoted corps of local historians who have studied local history and preserved historic information. The Joplin Museum has an outstanding collection on Joplin and the Tri-State Mining District. Chapters 2 and 3 discuss the need for a new comprehensive history of Joplin that will tell the city and regional story engagingly and professionally and can be used as the touchstone for interpretive initiatives city-wide.

An ongoing program of research is needed to explore the city's many stories. Every neighborhood should know its own story within the context of the city and regional history. An ongoing program of research is proposed in Chapter 3.



The degree to which Joplin's historic buildings and landscapes contribute to community identity, community engagement, and quality of life is a key concept of the preservation plan.

Goal 3 – Economy and Quality of Life:

Ensure that Joplin's historic resources and community character contribute visibly to the City's economy and quality of life.

Historic resources are assets that contribute to the economic vitality of Joplin. The adaptive reuse of historic buildings is a strategy for revitalization of historic city centers and commercial corridors that has proven successful across the country since the mid-1970s. Every part of Joplin has a role in the city's economic development strategy.

As outlined in Goal 1, community character and identity can help attract new businesses and keep existing businesses. The relationship between Joplin's economy and its historic resources is stressed in Chapter 5 on downtown revitalization and Chapter 6 on Joplin's historic neighborhoods. The economic importance of Downtown Joplin as a historic commercial center is obvious. By strengthening Joplin's historic neighborhoods, they will become increasingly attractive as places to live and the local housing market will be improved.

Goal 4 – Community Engagement:

Engage residents and visitors in as many ways as possible by presenting Joplin's story through the experience of its buildings and landscapes.

Community engagement is essential to strengthening community character. Neighborhoods are improved when local residents become involved and work together to get things done. Chapters 4, 5, 6, and 8 emphasize the importance of community engagement.

Chapter 4 outlines the role of the Historic Preservation Commission in supporting educational programming that helps residents appreciate where they live and provides guidance in the appropriate treatment of their historic buildings and landscapes. Chapter 5 discusses activating Downtown Joplin as a center for community performances, art, and culture—as well as shopping.

Chapter 6 emphasizes engaging residents with their neighborhoods to encourage grassroots action. The community-wide interpretive presentation in Chapter 8 is a means of engaging residents and visitors throughout the city.

Goal 5 – Preservation:

Proactively identify and preserve threatened historic resources.

Too many historic buildings and landscape features have been lost in Joplin over the decades. The urban renewal of the late 1950s an the 1960s in which blocks of historic buildings were demolished in downtowns led to the creation of a national historic preservation program. In Joplin, the loss led to the implementation of a local preservation program.

Chapter 4 notes the importance of the Historic Preservation Commission's role as watchdog over the city's historic resources. Resources being lost are always the most vulnerable. Strategies and actions must be developed to address threats to historic resources on an ongoing basis.

Goal 6 – Downtown Joplin:

Continue to strengthen Downtown Joplin's historic role as the commercial and community center of the City.

The role of Downtown Joplin in community identity and the city's economic development strategy are addressed in Chapter 5. Actions undertaken to revitalize Downtown Joplin in the early 2000s were impressive and yielded important results. Chapter 5 recommends ways to renew and refresh those efforts.

Goal 7 – Joplin's Neighborhoods:

Make healthy neighborhoods and neighborhood vitality central components of Joplin's growth and development strategy.

Encouraging and supporting healthy neighborhoods is a key historic preservation strategy in Joplin as well as an economic and community development strategy. Strengthening Joplin's historic neighborhoods is addressed in Chapter 6 and emphasizes the city's Neighborhood Services program. Local residents will be engaged to improve their neighborhoods, and the city will assist with focused planning, programming, and infrastructure initiatives.

Goal 8 – Joplin's Commercial Corridors:

Use evolving commercial corridors to reinforce existing community character and build upon that character for the future.

Joplin's commercial corridors are an important part of its economy. These commercial corridors will continue to evolve and change. The city needs a long-term strategy to keep the commercial corridors strong as regional centers, including using ongoing change to improve their physical and visual character. Preserving and adaptively reusing historic buildings along Joplin's older commercial corridors needs to be part of that strategy and is addressed in Chapter 7.

Goal 9 – Community Programs:

Ensure that public and private community development and related programs recognize, preserve, and reuse historic resources as valued community assets.

The core idea behind this Historic Preservation Plan is that Joplin's historic resources are central to its character and identity and that preservation and adaptive reuse strategies should be embedded in every program the city and its private partners undertake. Historic preservation is good for Joplin, its businesses, and its residents.

3.3 LANDSCAPE APPROACH

This preservation plan takes a landscape approach to historic preservation in Joplin, emphasizing the relationship of historic buildings to their surrounding neighborhood contexts. By strengthening neighborhoods, by recognizing and enhancing their character defining features—including buildings—historic preservation strategies and best practices will be embedded in grassroots initiatives to enhance the places in which people live. This preservation plan emphasizes engaging residents and encouraging private sector preservation initiatives.

The idea of highlighting Joplin's neighborhoods was incorporated in the city's 1990 preservation plan, which identified the city's historic neighborhoods and outlined their histories. The present plan builds upon that idea by suggesting a wide range of ways in which neighborhoods—including Downtown Joplin—can be strengthened.

Joplin's neighborhoods are cultural landscapes that have been shaped by natural characteristics and human actions since the city's founding in the late nineteenth century. Historic resources remain from all periods of the city's development and are valuable both as expressions of community character and the opportunities they provide as excellent places to live.

In the practice of historic preservation, cultural landscapes are defined as geographic areas including both natural and cultural resources associated with a historic event or activity, or exhibiting other cultural or aesthetic values. There are four general types of cultural landscapes, not mutually exclusive: historic sites, historic designed landscapes, historic vernacular landscapes, and ethnographic landscapes (NPS 2015, Guidelines for the Treatment of Cultural Landscapes).

Joplin's historic neighborhoods are most appropriately considered as historic vernacular landscapes expressive of the Midwest, the Tri-State Mining District, and the people who lived and worked here.

Over the past thirty or forty years, historic preservation has taken an increasingly broader perspective in moving away from a concentration upon historic buildings as isolated objects toward a more holistic appreciation of buildings and related historic resources in their landscape context. Joplin's recognition of portions of Downtown Joplin as National Register and local historic districts is part of that broader perspective.

The National Park Service has led the recognition and study of cultural landscapes in the United States and has developed methodologies and guidelines for their identification, assessment, and treatment. These methodologies and guidelines can be useful in helping us to understand Joplin's neighborhoods as cultural landscapes that have developed over time. They provide a set of best practices that can help us recognize and preserve character defining features of the landscape significant to neighborhood character.

In general, the identification and analysis of landscape characteristics and features include the landscape's:

- Spatial organization and land patterns,
- Views and vistas,
- Topography,
- Natural systems and features,
- Vegetation,
- Circulation,
- Land use,
- Buildings and structures,
- Small-scale features, and
- Other special considerations.



Joplin's neighborhood streets with their large deciduous canopy trees are significant community landscapes and have great charm.

In Joplin, landscape character begins with the geology, topography, and patterns of streams and tributaries. As outlined in Chapter 2, geology predicated the city's founding, and access to locations of lead mineral deposits drove land use patterns.

Streams and tributaries give structure to the landscape, both the city as a whole as well as individual neighborhoods. Some tributaries have been channelized and some have been piped, but many can be seen in the layouts of blocks, streets, and lots. Topography influenced the pattern of early regional roads and the location of railroad lines, which sweep through the city along stream corridors and in broad arcs.

At the neighborhood level, blocks, streets, and lot configurations give structure to spatial organization and land use patterns. Views and vistas are often down streetscapes. Canopy trees provide spatial definition to the street and to adjacent homes and yards. Curbs, sidewalks, and low walls are familiar character defining features of the streetscape. Steel inlets and grates are historic artifacts installed in the early twentieth century. Brick walks and road remnants remain in some places.

Individual homes have yards with patterns of use—front yards for public sharing, rear yards for private activities, alleys for rear access—that together create consistency and rhythm. Streetscape features, especially large street trees, contribute greatly to creating pleasing neighborhood character.

Individual features in the landscape should never be viewed in isolation, but in relationship to the landscape as a whole. Each situation may vary, and some features may often be more important than others. Overall, it is the arrangement and the interrelationship of these character defining features that is most critical to consider. Landscape features should always be assessed as they relate to a neighborhood or a property as a whole.

Joplin's historic landscape is an important asset for community revitalization. The city's Comprehensive Plan recognizes the importance of landscape attributes and focuses upon their development and enhancement over time, emphasizing mixed uses, connectivity, and development standards.



Stone curbs, stone walls, brick and stone sidewalks, cast iron inlets, and steel fire hydrants are contributing features to the character of the streetscape.

3.4 LOCAL, STATE AND NATIONAL HISTORIC PRESERVATION PROGRAMS

Joplin's Historic Preservation Program is discussed in Chapter 4 of this plan, including guidance and recommendations for its ongoing implementation. Joplin's program is the most important part of an integrated local, state, and national structure for historic preservation. The preservation and adaptive reuse of historic buildings and landscapes is conducted primarily at the local level through the actions of private individuals, businesses, and community organizations, including local governmental entities. State and national preservation programs provide support and incentives for local actions.

Over the decades, the Federal government has established historic preservation programs in recognition of its responsibility to protect historic, cultural, and natural resources on federally owned lands and on other lands where federally sponsored activities are undertaken. Together, these programs have evolved into a comprehensive National Historic Preservation Program. Through example and through a network of nationwide partnerships, the Federal government provides leadership, encouragement, and support in the stewardship of historic resources associated with our nation's heritage.

The cornerstone of the national program is the *National Historic Preservation Act of 1966*. The National Historic Preservation Act establishes as Federal policy that the government will provide leadership in the preservation of historic resources and will administer a national preservation program in partnership with states, Indian tribes, and local governments. In addition, the act establishes that Federal policy should contribute to the preservation of non-federally owned historic resources and provide encouragement to organizations and individuals undertaking preservation by private means (ACHP 2008).

Missouri State Historic Preservation Program

The National Historic Preservation Act establishes a partnership through which State Historic Preservation Officers (SHPOs) in each state administer the National Historic Preservation Program at the state and local levels. In Missouri, the Director of the Missouri State Historic Preservation Office, a division within the Department of Natural Resources, is the Missouri SHPO. Federal funding is provided to support the work of the Missouri State Historic Preservation Office through the Historic Preservation Fund, a yearly allocation authorized by Congress in the federal budget and administered through the National Park Service.

Among the duties of the State Historic Preservation Office are to:

- Survey and maintain an inventory of historic resources;
- Manage the National Register process at the state and local levels;
- Prepare and implement a statewide historic preservation plan;
- Assist local governments in developing local historic preservation plans and in becoming Certified Local Governments;

- Administer Federal grant and other assistance programs for historic preservation;
- Review rehabilitation tax credit projects being administered by the Department of Economic Development for compliance with the Secretary of the Interior's Standards for Rehabilitation;
- Consult with Federal agencies in the Section 106 (environmental compliance) program;
- Provide public information, education, and training, and technical assistance in historic preservation; and
- Cooperate with all levels of government and the private sector to ensure that historic properties are taken into consideration at all levels of planning and development.

State Historic Preservation Offices are the backbone of the National Historic Preservation Program. They connect the national program to the local level and assure that it is customized to state and local circumstances and interests in accordance with established national standards.



Joplin's Union Depot is listed on the National Register of Historic Places.

Certified Local Government Program

The National Historic Preservation Act establishes a program through which local governments can become certified to participate in the National Historic Preservation Program. The Certified Local Government Program is a preservation partnership between local, state and national governments focused on promoting historic preservation at the grassroots level. In Missouri, the program is jointly administered by the National Park Service and the Missouri State Historic Preservation Office. Interested local communities work through a certification process to become recognized as a Certified Local Government (CLG).

Through CLG recognition a community demonstrates the commitment and capability to implement historic preservation planning at a professional level. As a CLG, a local government has access to Federal grants specifically designated to support local preservation planning as well as to technical assistance provided by the Missouri State Historic Preservation Office and National Park Service. Local governments have the opportunity to network with other CLGs through the National Alliance of Preservation Commissions and other programs such as the Main Street programs.

The City of Joplin has been a recognized CLG since 1986, and many of the city's historic preservation planning efforts (including this preservation plan) have been funded through CLG grants. Joplin's Historic Preservation Ordinance, an appendix to the municipal zoning ordinance, outlines the city's historic preservation and CLG program.

Projects have included historic resource surveys, National Register nominations, and other studies of Joplin's historic resources. As outlined further below, the designation of National Register Historic Districts in Joplin has enabled local business and property owners to receive tax credits as an incentive in support of rehabilitation and revitalization projects.

National Register of Historic Places

The National Historic Preservation Act authorizes the Secretary of the Interior to maintain the National Register of Historic Places composed of districts, sites, buildings, structures, and objects significant in American history, architecture, archaeology, engineering, and culture. The National Register is the nation's official list of historic resources that have been determined worthy of preservation. Resources may be significant at the local, state, or national level.

The National Register is administered by the National Park Service and supports the efforts of public agencies, private organizations, and individuals to identify, evaluate, and protect significant historic and archeological resources. The National Register lists over 90,000 properties representing 1.4 million individual resources (NPS 2016, National Register of Historic Places).

The National Register is the core designation program within the National Historic Preservation Program. ***Listing on the National Register is purely an honorary recognition.*** It recognizes the importance of a historic resource without placing any obligations or restrictions on the resource owner. Listing does not give the federal, state, or local government any ownership rights or regulatory controls with respect to a property.

Listed properties are recognized as having met professionally developed criteria for historical significance at the national, state, or local level. In addition, listing in the National Register:

- makes the resource eligible for rehabilitation tax credits;
- provides the resource with protection from federal actions under the Section 106 review process; and
- qualifies a resource for federal historic preservation grant programs.

In Missouri, National Register evaluations are undertaken by the National Park Service in partnership with Missouri State Historic Preservation Office, which guides the nomination process at the state and local levels.

Although a national program, the National Register is important on a local level because it identifies and evaluates resources according to uniform, professionally recognized standards. These criteria are specifically designed to help state and local governments, organizations, and individuals identify important historic and archeological resources worthy of preservation and consideration when making local planning and land development decisions.

Joplin has listings for fourteen individual buildings on the National Register of Historic Places along with five historic districts. Several of the individual listings and all five historic districts have contributed to the revitalization of Downtown Joplin by enabling the use of federal and state tax credits, discussed below, for the rehabilitation of historic buildings.

A Multiple Property Documentation Form study completed in 2008 and funded through a CLG grant has laid the groundwork for additional future National Register nominations by establishing the background and documentation for the designation of a wide range of historic buildings within the city. The Multiple Property Documentation Form is discussed in Chapter 2 of this plan.

Rehabilitation Tax Credits

Federal and Missouri state rehabilitation tax credits are available to assist property owners with the rehabilitation of historic buildings. Federal rehabilitation tax credits have been widely used for rehabilitation projects since 1976 and have been a primary factor in the revitalization of downtown areas nationwide. Many important rehabilitation projects would not have been financially viable without them. Missouri state rehabilitation tax credits have been available since 1998 and have been used throughout the state for commercial and residential projects.

In general, federal tax credits have been used for projects of larger size, and the review and approval process can be rigorous. State tax credits have been used for smaller projects as well, and the review process can be simpler. Both forms of tax credits have been important for the revitalization of historic buildings in Downtown Joplin.

Federal Rehabilitation Tax Credits

The Federal Historic Preservation Tax Incentives program, also known as rehabilitation tax credits, was established in 1976 to foster private sector investment in historic preservation projects and promote community revitalization. It is one of the nation's most successful and cost effective community revitalization programs. Federal rehabilitation tax credits have leveraged over $78 billion in private investment to preserve over 41,250 historic properties nationwide since its inception (NPS 2016, Federal Historic Preservation Tax Incentives Program).

Federal rehabilitation tax credits are targeted for income-producing properties and require that properties be rehabilitated in accordance with the *Secretary of*

the Interior's Standards, discussed below in this chapter. Eligible properties are those that are determined to be certified historic structures and include properties that are (a) National Historic Landmarks, (b) listed in the National Register of Historic Places, (c) contribute to a National Register Historic District, or (d) have been determined eligible for the National Register. In Downtown Joplin, all properties within the five National Historic Districts that have been designated that are listed as contributing to the historic districts are certified and eligible to use the federal tax credit program.



The Inter-State Grocer Company Building on South Main Street was rehabilitated into offices and commercial space using rehabilitation tax credits.

Federal rehabilitation tax credits are available to the owners of historic properties and may be taken as a federal income tax credit equal to 20 percent of the property owner's investment in their historic building's rehabilitation. The tax credit effectively lowers the amount of tax owed—in general, a dollar of tax credit reduces the amount of income tax owed by one dollar.

The tax credit is only available to properties that will be used for a business or other income-producing purpose. After rehabilitation, the building must remain income-producing for at least five years.

The application process for the federal rehabilitation tax credit is managed by staff of the Missouri State Historic Preservation Office in partnership with the National Park Service. Final decisions on meeting requirements of the Secretary of the Interior's Standards for a proposed project are made by the National Park Service.

Missouri State Rehabilitation Tax Credits

The Missouri state rehabilitation tax credit program was established in 1998 and is available for both residential and commercial buildings. As for federal tax credits, qualified buildings are those listed on the National Register of Historic Places or identified as contributing buildings within National Register Historic Districts.

The program provides state tax credits equal to 25% of eligible costs and expenses in the rehabilitation of qualified historic structures. The tax credits are available to owners of the historic properties but may be sold or transferred to others. The tax credits may be taken against state income tax, bank tax, insurance premium tax, or other financial institution tax. They may be carried back three years or forward ten years.

The application process for the state rehabilitation tax credit is managed by the Missouri Department of Economic Development in partnership with the Missouri State Historic Preservation Office. When a project is completed and expenses have been paid, a final application is submitted along with expense documentation and required application materials. After the final materials are received by Department of Economic Development, the State Historic Preservation Office performs a final review of the technical project work and Department of Economic Development performs an audit of the expenses. After approval of the project work and expenses and issuance fee payment, a tax credit certificate for 25% of qualified rehabilitation expenditures is issued and mailed to the applicant.

The state rehabilitation tax credit has been an important component in the financing of rehabilitation projects in Downtown Joplin. With the recent designation of the Murphysburg National Register Historic District in Joplin, the tax credit is now also available to residential homeowners there.



Federal and state rehabilitation tax credits help make commercial projects economically viable and support Main Street's revitalization.

3.5 PRESERVATION PRINCIPLES AND TREATMENTS

The strategies, recommendations, and actions included in Joplin's Historic Preservation Plan should be informed and guided by the principles of historic preservation that have been developed and honed by practitioners in the field over the years. Preservation is a practical discipline that can accommodate growth and change while continuing to preserve the characteristics that make a place special. The principles that have been developed in the field of historic preservation in general recognize the importance of preserving authentic historic fabric to the maximum extent possible.

Building uses come and go, but once lost, original historic fabric can never be recovered. The maintenance and preservation of original historic fabric, features, materials, and design elements, therefore, is central to a sound preservation approach. A key objective of Joplin's Historic Preservation Plan is to encourage and promote the preservation and maintenance of historic building and landscape fabric in as many ways as possible—whether in individual private projects or in larger city initiatives.

The principles of historic preservation are embodied in the topic of *Preservation Treatments* and in *The Secretary of the Interior's Standards for the Treatment of Historic Properties*, both of which are discussed below.

The principles and thinking they convey should guide the actions undertaken as a result of this preservation plan. The extent to which the plan's strategies and actions succeed in implementing these principles in real projects within the community and help to make them widely known and appreciated should be a measure by which the strategies and actions are evaluated.

Preservation Treatments

The historic preservation field uses a variety of terms to describe the treatments that may be applied to historic building and landscapes. Although sometimes these terms are used loosely in discussion, they have specific meanings that are important to distinguish. The four key preservation treatments include: Preservation, Rehabilitation, Restoration, and Reconstruction.

Preservation is defined as the process of applying measures necessary to sustain the existing form, integrity, and materials of an historic property. Work, including preliminary measures to protect and stabilize features, generally focuses on the ongoing maintenance and repair of historic materials and features. Removals, extensive replacement, alterations, and new additions are not appropriate.

Preservation stresses protection, repair, and maintenance, and is a baseline approach for all historic resources. As the exclusive treatment for a historic property, preservation implies minimal or no change. It is therefore strictly applied only to buildings and resources of extraordinary significance that should not be altered.

Rehabilitation is defined as the process of creating a compatible use in a historic property through carefully planned minimal alterations and compatible additions. Often referred to as adaptive reuse, rehabilitation protects and

preserves the historic features, materials, elements, and spatial relationships that convey historical, cultural, and architectural values.

Rehabilitation acknowledges the need to alter or add to a property to meet continuing or new uses while retaining historic character. New, expanded, or upgraded facilities should be designed to avoid impacts to historic elements. They should also be constructed of compatible materials. Retention of original historic fabric should be a primary consideration in undertaking a program of rehabilitation and adaptive reuse.

Rehabilitation is perhaps the most important and widely used treatment in the field of historic preservation, particularly in communities that are revitalizing and adapting to new uses. *Rehabilitation is the appropriate treatment for most historic residential and commercial buildings throughout Joplin.*



Rehabilitation supports upgrading historic buildings, structures, and landscapes so they accommodate contemporary programs and needs while retaining historic character.

Restoration refers to returning a resource to its appearance at a specific previous period of its history. Restoration is the process of accurately depicting the form, features, and character of a property as it appeared at a particular time by means of removal of features from other periods in its history and the reconstruction of missing features from the restoration period.

In restoring a property to its appearance in a previous era, historic plans, documents, and photographs should be used to guide the work. Limited and sensitive upgrading of mechanical, electrical, and plumbing systems, as well as code-related work to make a property functional, are all appropriate within a restoration project.

Reconstruction is defined as the process of accurately depicting the form, features, and character of a non-surviving historic property using new construction for the purpose of replicating its appearance at a specific period of time and in its original location. A reconstruction is a new resource made to replace an historic resource that has been lost. Reconstruction is a rarely used preservation treatment applicable primarily in educational and interpretive contexts.

Of these four terms, *Preservation* requires retention of the greatest amount of historic fabric, features, and materials. *Rehabilitation* acknowledges the need to alter or add to a property to meet continuing or new uses while retaining historic character. *Restoration* allows for an accurate depiction of the property's appearance at a particular time in its history. *Reconstruction* establishes a framework for re-creating vanished historic elements with new materials. Preservation and Rehabilitation are the most appropriate and applicable treatments for most historic buildings and landscapes in Joplin.

Secretary of the Interior's Standards

The philosophy that guides the implementation of recommendations included in this Historic Preservation Plan is based on a set of guidelines entitled *The Secretary of the Interior's Standards for the Treatment of Historic Properties*, commonly called the "Secretary of the Interior's Standards" or simply the "Standards."

The *Secretary of the Interior's Standards* were created by historic preservation professionals to provide guidance in the appropriate treatment of historic resources. The *Standards* were first established by the federal government in 1966 to provide guidelines for the appropriate treatment of buildings and resources impacted by federal projects. Because of their usefulness, they have been adopted throughout the field of historic preservation.

All federally funded and permitted activities affecting historic resources are evaluated with respect to these standards, including the use of rehabilitation tax credits. The *Standards* were developed specifically to prevent unintended damage to or loss of historic resources by federal actions, such as those that occurred as the result of the wholesale demolition of historic neighborhoods though urban renewal, discussed above in this chapter.

An individual set of standards was developed for each of the four preservation treatments noted above. Just as the treatment of Rehabilitation is appropriate for most projects, the ***Standards for Rehabilitation*** are applicable to most projects being undertaken for historic buildings and landscapes in Joplin.

In the language of community planners, *The Secretary of the Interior's Standards* are a list of "best practices" for historic preservation. They are a touchstone for all activities affecting historic buildings and landscapes and help ensure that important issues about the care of historic buildings and landscapes are not forgotten in the process of making decisions about other issues. When the *Standards* are used in the context of a new construction project involving an historic building, they provide a starting point for the discussion of proposed

changes to the building's historic character and fabric. They were developed to ensure that policies toward historic resources were applied uniformly, even if the end result may be different in every case.

All preservation activities, whether they are publicly or privately funded, can be informed and enhanced by understanding the *Secretary of the Interior's Standards*. Because the *Standards* outline a sensitive approach for assessing changes to historic properties, they are often included in design guidelines, preservation plans, ordinances, and regulations that govern activities affecting local historic districts. These *Standards* articulate basic principles that are fundamental to historic preservation. Although they have been modified over the years to accommodate changing views of historical significance and treatment options, their basic message has remained the same.

The durability of the *Standards* is testimony not only to their soundness, but also to the flexibility of their language. They provide a philosophy and approach to problem solving for those involved in managing the treatment of historic buildings, rather than a set of solutions to specific design issues. Following a balanced, reasonable, and disciplined process is often more important than the exact nature of the treatment option that is chosen. Instead of predetermining an outcome in favor of retaining or recreating historic features, the *Standards* help ensure that the critical issues are considered.

For federal projects and federal agencies, the language of *The Secretary of the Interior's Standards for the Treatment of Historic Properties* is codified in 36 CFR Part 68 (the Code of Federal Regulations, Title 36, *Parks, Forests and Public Property*, Chapter 1 *National Park Service, Department of the Interior*, Part 68). A related federal regulation, 36 CFR Part 67, addresses the use of the *Standards* in the certification of projects receiving federal rehabilitation tax credits.

The *Standards* are published by the U.S. Department of the Interior, National Park Service, and are available online, including definitions for the four preservation treatments discussed above (NPS 2016).

The Secretary of the Interior's Standards for Rehabilitation are particularly useful when considering the appropriate maintenance of historic buildings; the alteration of older buildings as necessary for reuse, safety, and accessibility; and the construction of new buildings in an historic context. The ten standards that comprise the *Standards for Rehabilitation* are quoted below followed by a brief discussion of the implications of each. Additional discussion of the *Standards for Rehabilitation* may also be found online.

STANDARD 1 – *A property will be used as it was historically or be given a new use that requires minimal change to its distinctive materials, features, spaces, and spatial relationships.*

Standard 1 recommends compatible use in the context of adaptive reuse and changes to historic buildings and landscapes. This standard encourages property owners to find uses that retain and enhance historic character, not detract from it. The work involved in reuse projects should be carefully planned to minimize impacts on historic features, materials, and spaces. The destruction of character-defining features should be avoided.



Every preservation project should begin with the identification of a building's character-defining features, which should be preserved and appropriately treated.

STANDARD 2 –*The historic character of a property will be retained and preserved. The removal of distinctive materials or alteration of features, spaces, and spatial relationships that characterize a property will be avoided.*

Standard 2 recommends the retention and preservation of character-defining features. It emphasizes the importance of preserving integrity and as much existing historic fabric as possible. Alterations that repair or modify existing historic fabric are preferable to those that require total removal.

STANDARD 3 – *Each property will be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or elements from other historic properties, will not be undertaken.*

Standard 3 focuses on authenticity and discourages the conjectural restoration of an entire property, feature, or design. It also discourages combining and/or grafting historic features and elements from different properties, and constructing new buildings that appear to be historic. Literal restoration to an historic appearance should only be undertaken when detailed documentation is available and when the significance of the resource warrants restoration. Reconstruction of lost features should not be attempted without adequate documentation.

STANDARD 4 – *Changes to a property that have acquired historic significance in their own right will be retained and preserved.*

Standard 4 recognizes that buildings change, and that many of these changes contribute to a building's historical significance. Understanding a building's history and development is just as important as understanding its original design, appearance, and function. This point should be kept in mind when considering treatments for buildings that have undergone many changes.

Most historic buildings contain a visual record of their own evolution. This evolution can be identified, and changes that are significant to the history of the building should be retained. The opportunity to compare multiple periods of time in the same building lends interest to the structure and helps communicate changes that have occurred within the larger landscape and community context.

STANDARD 5 – *Distinctive materials, features, finishes, and construction techniques or examples of craftsmanship that characterize a property will be preserved.*

Standard 5 recommends preserving the distinctive historic components of a building or landscape that represent its historic character. Workmanship, materials, methods of construction, floor plans, and both ornate and typical details should be identified prior to undertaking work.



Repair of authentic historic building fabric is almost always preferred over replacement. Though in poor condition, the elements of this significant historic window can be repaired.

STANDARD 6 – ***Deteriorated historic features will be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature will match the old in design, color, texture, and, where possible, materials. Replacement of missing features will be substantiated by documentary and physical evidence.***

Standard 6 encourages property owners to repair historic character-defining features instead of replacing them when historic features are deteriorated or even missing. In cases where deterioration makes replacement necessary, new features should closely match historic conditions in all respects. Before any features are altered or removed, property owners are urged to document existing conditions with photography and notes. These records assist future choices that are appropriate to the property's historic character.

STANDARD 7 – ***Chemical or physical treatments, if appropriate, will be undertaken using the gentlest means possible. Treatments that cause damage to historic materials will not be used.***

Standard 7 warns against using chemical and physical treatments that can permanently damage historic features. Many commercially available treatments are irreversibly damaging. Sandblasting and harsh chemical cleaning, in particular, are extremely harmful to wood and masonry surfaces because they destroy the material's basic physical properties and speed deterioration.

STANDARD 8 – ***Archeological resources will be protected and preserved in place. If such resources must be disturbed, mitigation measures will be undertaken.***

Standard 8 addresses the importance of below-ground prehistoric and historic features. This issue is of most importance when a construction project involves excavation. An assessment of a site's archeological potential prior to work is recommended. If archeological resources are present, some type of mitigation should be considered. Solutions should be developed that minimize the need for excavation of previously unexcavated sites.

STANDARD 9 – ***New additions, exterior alterations, or related new construction will not destroy historic materials, features, and spatial relationships that characterize the property. The new work shall be differentiated from the old and will be compatible with the historic materials, features, size, scale and proportion, and massing to protect the integrity of the property and its environment.***

STANDARD 10 – ***New additions and adjacent or related new construction will be undertaken in a such a manner that, if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.***

Standards 9 and 10 are linked by issues of the compatibility and reversibility of additions, alterations, and new construction. Both standards are intended to 1) minimize the damage to historic fabric caused by building additions, and 2) ensure that new work will be different from, but compatible with, existing historic conditions. Following these standards will help to protect a building's historic integrity.

In conclusion, the basis for the *Standards* is the premise that historic resources are more than objects of aesthetic merit; they are repositories of historical information. It is important to reiterate that the *Standards* provide a framework for evaluating preservation activities and emphasize preservation of historic fabric, honesty of historical expression, and reversibility. All decisions should be made on a case-by- case basis. The level of craftsmanship, detailing, and quality of materials should be appropriate to the significance of the resource.



The Secretary of the Interior's Standards are best practices applicable to the treatment of any historic building.



CHAPTER 4 – JOPLIN'S HISTORIC PRESERVATION PROGRAM

Joplin has an active historic preservation program that has recognized the significance of the city's historic buildings and neighborhoods and supported downtown revitalization. Through a series of grants made available by participation in Missouri's Certified Local Government program, Joplin has documented historic resources and created National Register Historic Districts that have enabled the use of federal and state rehabilitation tax credits by building owners.

Chapter 4 of the preservation plan outlines recommendations for strengthening Joplin's historic preservation program through the role of the Historic Preservation Commission. The plan seeks to broaden the city's preservation program by coordinating it with community development activities and applying it in new ways.

The role of the Historic Preservation Commission is to monitor and help facilitate the city's historic preservation program's use to the benefit of residents and property owners. The Historic Preservation Commission promotes recognition of the large number of historic resources within the city and how they contribute to Joplin's quality of life.

Chapter 4 focuses on monitoring and coordinating all nine of the preservation plan's goals presented in *Chapter 3, Preservation Approach,* by applying traditional historic preservation programs, tools, and methodologies to their implementation where possible and appropriate. The chapter's

recommendations are based on six broad strategies, each of which is included in the recommendations that follow:

- Strengthen Joplin's existing historic preservation program by continuing to creatively and effectively implement provisions of the Historic Preservation Ordinance;
- Continue to inventory and document Joplin's historic resources in coordination with neighborhood revitalization strategies;
- Monitor the condition of historic resources city-wide and how they are impacted by public and private activities;
- Provide information and guidance on historic resources and community character to city leaders, boards, commissions, stakeholders, and staff;
- Focus on ways to improve the treatment of historic properties by property owners city-wide; and
- Promote public interest in and appreciation of Joplin's history and historic resources through partnership programs with stakeholders.

4.1 JOPLIN'S HISTORIC PRESERVATION COMMISSION

The City of Joplin initiated a city-wide historic preservation program in 1986 when it adopted a historic preservation ordinance and became a designated Certified Local Government (CLG). As outlined in Chapter 3, the CLG program is a federal program managed in Missouri by the Department of Natural Resources' State Historic Preservation Office in cooperation with the National Park Service. Established by Congress in 1980, the program is a preservation partnership between local, state and national governments focused on promoting historic preservation at the grassroots level.

The requirements for participation in the CLG program include enacting a historic preservation ordinance, appointing a preservation commission, conducting an ongoing survey and inventory of historic properties, and conducting public outreach and education. Benefits include access to federal grants specifically designated to support local preservation planning and access to technical assistance provided by the Missouri State Historic Preservation Office and National Park Service.

Implementing a historic preservation program at the local level is the best means of encouraging the preservation and appropriate treatment of historic resources within a community. Designation as a CLG recognizes that a community has demonstrated the commitment and capability to implement historic preservation planning at a professional level.

Through the local program, the community and its residents determine what is important and the nature and extent of the protection to be given to specific historic resources. Most important is the local program's ability to engage businesses and residents to broaden recognition of the importance of historic resources to community character and to encourage and support historic preservation through private sector initiatives.

The purpose of Joplin's Historic Preservation Ordinance is to promote the educational, cultural, economic, and general welfare of the community by:

- Providing a mechanism to **identify and preserve** the historic and architectural characteristics of Joplin representing elements of its history;
- Fostering **civic pride** in the beauty and accomplishments of the past as represented in Joplin's landmarks and historic districts;
- Conserving and improving the **value of property** designated as landmarks or within historic districts;
- Protecting and enhancing the attractiveness of the city to home buyers, tourists, visitors, and shoppers, and thereby supporting and promoting business, commerce, industry, and **providing economic benefit to** the city; and
- Fostering and **encouraging preservation**, restoration, and rehabilitation of structures, areas, and neighborhoods and thereby preventing future urban blight.

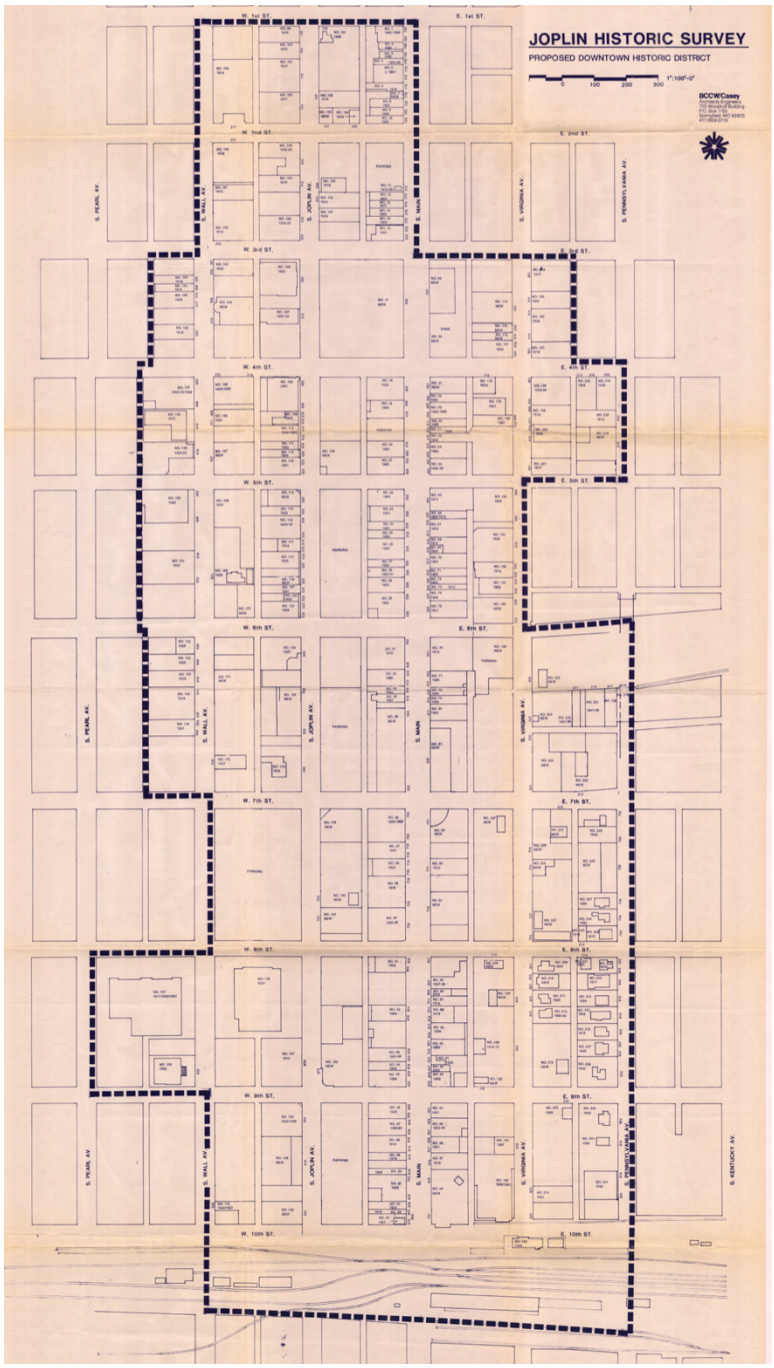
As evidenced in the 2008 Multiple Resource Documentation Form prepared for Joplin as well as in the city's 1990 Preservation Plan, the presence of historic building and landscape resources is extensive throughout the community. Practically every neighborhood over fifty years of age in Joplin is of significance to the city's historical development and could be recognized as a National Register or local historic district. Programs and concepts outlined in the Historic Preservation Ordinance could be applied to most residential and commercial neighborhoods, and most buildings and landscape features within neighborhoods would be considered contributing to its historic character.

The Historic Preservation Ordinance can therefore be considered applicable throughout Joplin and can provide a basis for city-wide community revitalization. Historic preservation revitalization strategies have already been applied to Downtown Joplin and are currently being applied to the historic Murphysburg neighborhood. Historic preservation strategies can be extended to other older neighborhoods as well, and the Historic Preservation Commission can play an important role in their revitalization.

Survey and Documentation

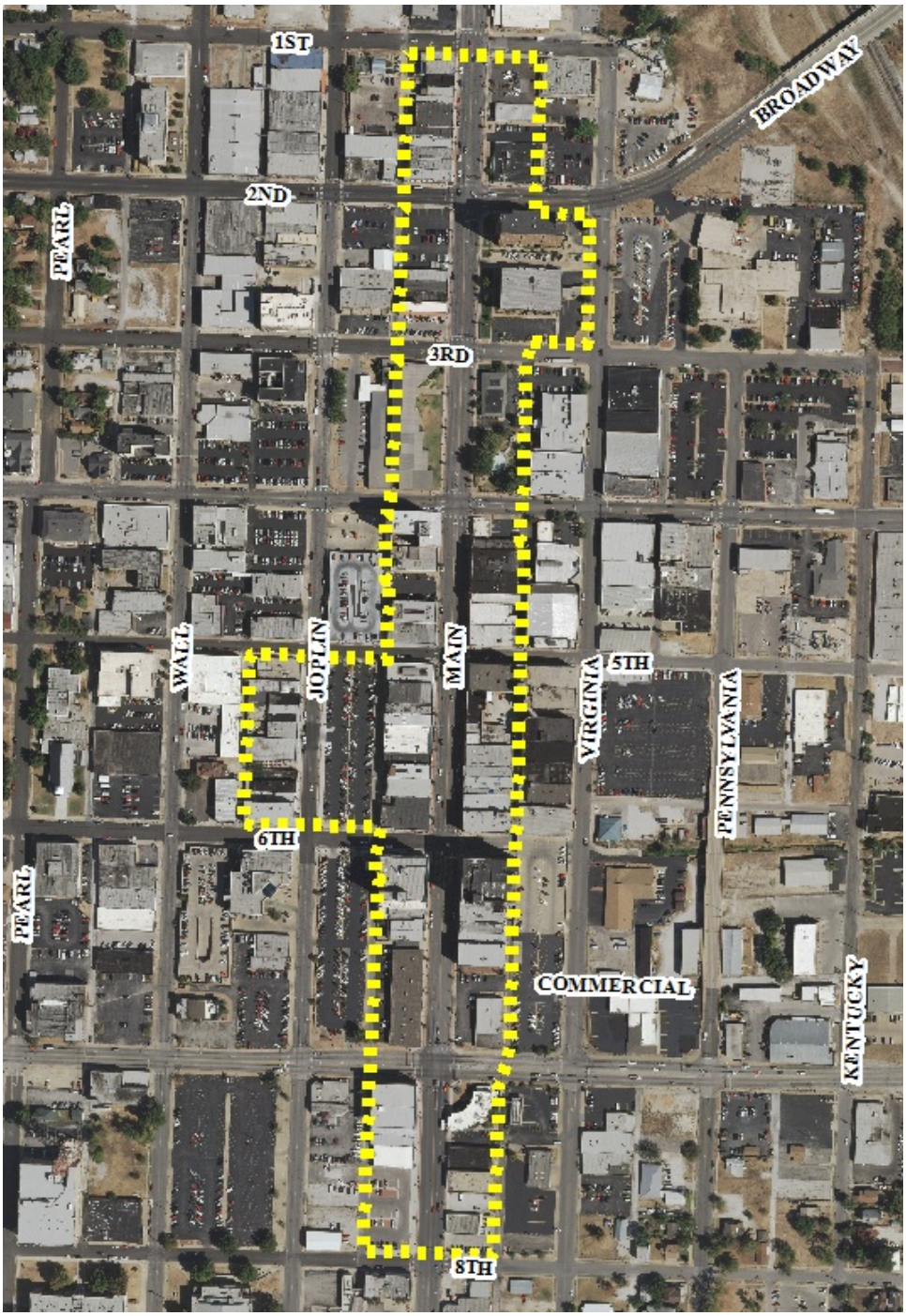
Since adoption of the Historic Preservation Ordinance in 1986, the City of Joplin has taken advantage of CLG grants to document and revitalize historic resources. In 1988, a comprehensive historic resource survey was undertaken of the city's downtown core, from Pennsylvania Avenue on the east to Wall Street on the west (four blocks wide) and from 1st Street on the north to 10th Street on the south (nine blocks long). The original intent was to create a National Register Historic District for the entire area. However, due to funding constraints, five separate smaller National Register Historic Districts were created between 2006 and 2011

for portions of the larger area to support downtown revitalization by qualifying for the use of rehabilitation tax credits by property owners.



Area of Downtown Joplin surveyed in 1988 (BCCW/Casey 1988).

In 2006, the core of the larger area along Main Street was designated as a Local Historic District, known as the Sunshine Lamp District. Proposed construction projects within the district undergo review by the Historic Preservation Commission in accordance with established design guidelines to preserve and enhance the historic character of Joplin's Main Street corridor.



Downtown Joplin's Sunshine Lamp District, a Local Historic District established as a zoning overlay through the city's Historic Preservation Ordinance (City of Joplin).

In 2008, a Multiple Property Documentation Form was prepared for the City of Joplin that is important in providing the historic context for recognition of the significance of Joplin's many historic buildings and neighborhoods. Almost any historic building in the city can find its place and identify its significance within the framework of the Multiple Property Documentation Form.

In 2012, a comprehensive historic preservation survey was undertaken for the Murphysburg residential neighborhood west of downtown. In 2015, a portion of the surveyed area was designated as a National Register Historic District. The area has also been designated as a Local Historic District. The City has also designated eleven significant individual buildings as local Landmarks.



Murphysburg National Register Historic District (Taylor & Taylor 2012).

The Difference between National Register and Local Historic Districts

National Register Historic Districts are different from Local Historic Districts. National Register Historic Districts are reviewed and designated upon request by the Missouri State Historic Preservation Office and National Park Service in accordance with a nationwide process as discussed in Chapter 3. Local Historic Districts are established by Joplin City Council through a process outlined in Joplin's Historic Preservation Ordinance.

Listing on the National Register is purely an honorary recognition and does not place any obligations or restrictions on the property owner. Designation as a National Register Historic District does not give the federal, state, or local government any ownership or regulatory controls with respect to a property.

However, designation as a National Register Historic District provides the benefit of enabling property owners to use federal and state rehabilitation tax credits for construction projects rehabilitating their historic buildings as outlined in Chapter 3. Rehabilitation tax credits can be an important financial incentive in facilitating community revitalization, as has been the case in Downtown Joplin.

In contrast, Local Historic Districts are created to promote historic preservation by allowing design review of proposed construction projects in accordance with established design guidelines. The design review process encourages the use of appropriate best practices for historic preservation to preserve and enhance the character of the district.



The designation of National Register and Local Historic Districts has been instrumental in the revitalization of Downtown Joplin.

Historic Preservation Commission Responsibilities

Joplin's Historic Preservation Commission has the responsibility to identify historic resources significant to the city's history and character and to encourage their preservation and appropriate treatment. The Commission accomplishes this by overseeing the implementation of the city's local historic preservation program outlined in this plan.

Joplin's Historic Preservation Ordinance created the Historic Preservation Commission and gives it the powers and duties necessary to create and implement the city's local historic preservation program, including:

- Conduct ongoing **surveys** to identify historically and architecturally significant properties, structures, and areas;
- Recommend the **designation of** properties or structures as **Landmarks**;
- Recommend the **designation of Local Historic Districts**;
- Make recommendations for the **marking** of streets and routes from one Landmark or Local Historic District to another;
- **Advise property owners** on the preservation, rehabilitation, and reuse of Landmarks and properties within Local Historic Districts;
- Nominate Landmarks and districts to the **National Register** of Historic Places;
- Inform and **educate** the citizens of Joplin on the history and architectural heritage of the city;
- Review and **approve applications** for work to be undertaken on Landmarks and properties within Local Historic Districts;
- Develop **design guidelines** for work to be undertaken on Landmarks or properties within Local Historic Districts;
- **Review zoning amendments of applications** for special use permits or zoning variances for Landmarks or properties within Local Historic Districts;
- Administer **property or easements** on behalf of the city;
- Testify before **boards and commissions** on matters affecting historically and architecturally significant properties;
- Confer **recognition** upon the owners of Landmarks or properties within Local Historic Districts;
- Develop a **preservation component** in the general plan of the city;
- Review the city's **zoning ordinance** and recommend amendments; and
- Undertake **any other action** or activity necessary or appropriate to the implementation of its powers and duties or to implement of the purpose of the ordinance.

The Historic Preservation Commission should participate actively in city government and be integral to city activities, policies, and programs. As an advisory body, the Historic Preservation Commission should make sure that other municipal entities have the information and guidance they need to make informed decisions about actions that may have an impact upon historic areas, buildings, structures, and sites.



The Historic Preservation Commission should be active in city planning initiatives. The city's abandoned historic railroad lines, for instance, have the potential to become a network of community trails through open space and trail planning.

The Historic Preservation Commission should work closely with City Council, the Planning and Zoning Commission, and any other board or department that is likely to have an impact on the physical character of the community. It should make recommendations to these bodies on issues related to historic preservation and advocate for the appropriate treatment of historic resources.

Based upon powers and duties listed above and the six strategies outlined at the beginning of this chapter, recommendations for Historic Preservation Commission activities are organized in this chapter under four topical headings:

- Inventory and Documentation;
- Monitoring Historic Resources;
- Designation of Historic Resources;
- Design Review;
- Information and Guidance to Boards and Commissions; and
- Public Outreach.

Recommendations for the operation of the Historic Preservation Commission in recognizing and addressing its roles and responsibilities are outlined here.

RECOMMENDATION 4.1.A: Clearly delineate the responsibilities of Historic Preservation Commission members.

- Prepare a **summary of the responsibilities** of members of the Historic Preservation Commission and expectations for their leadership and involvement in serving.

- Conduct **regular monthly meetings** of the Historic Preservation Commission to review ongoing issues and to determine courses of action when needed. Prepare an agenda that lists issues of concern organized by the city entity through which the issue is being addressed.

- Maintain a spreadsheet with a **running list of projects** and issues under consideration by city boards and commissions affecting historic resources. Include subdivision and land development projects under review by the Planning and Zoning Commission. Note the status of each project and dates by which action is required.

- Organize **assignments for members** for ongoing work of the Commission. Assign members to be liaisons to other city boards and commissions. Assign members to follow developments related to particular projects of interest or concern.

- Create **subcommittees** for special issues and ongoing projects that require sustained work over a period of time. Consider establishing subcommittees for inventory and documentation, monitoring of historic resource conditions, and public outreach.

- Expect Historic Preservation Commission members to **become informed** about the history of Joplin and the city's historic resources. Expect members to **become educated** about historic preservation best practices and to attend periodic training sessions. Expect members to **participate i**n the monitoring of historic resource issues and conditions, to **be engaged** in city affairs, and to **be effective ambassadors and advocates** for preservation and the appropriate treatment of the city's historic resources.

RECOMMENDATION 4.1.B: Organize the Historic Preservation Commission to engage city boards and commissions and be informed of city affairs.

- Maintain a list of **city boards and commissions**, their meeting times, current membership, and contact information. Confirm Historic Preservation Commission assignments as liaisons (discussed above). **Attend meetings** and **cultivate relationships** with the members of other boards and commissions.

- Retain a **professional consultant** experienced in historic preservation to be on call to advise the Historic Preservation Commission on issues as they arise as well as with respect to special projects.

- Have the Planning staff obtain the **agendas and minutes** of other boards and commissions, maintain them in files, and provide them to Historic Preservation Commission members on an ongoing basis.



Grants and technical assistance obtained through the Missouri State Historic Preservation Office have been used to survey historic buildings in Downtown Joplin.

RECOMMENDATION 4.1.C: Maintain an ongoing relationship with the Missouri State Historic Preservation Office as a Certified Local Government. Take advantage of State Historic Preservation Office programs and support implementation of the State Historic Preservation Plan.

- Continue to meet requirements of the **Missouri Certified Local Government Program**. Consult with State Historic Preservation Office staff responsible for the CLG program at least twice a year to review conditions and programs in Joplin. Take advantage of the technical assistance, advice, and support they provide.

- Review the Missouri Comprehensive State Historic Preservation Plan, ***Preservation Horizons: 2011-2017***. Be cognizant of state programs and issues. Identify areas in which Joplin can participate and help meet statewide goals. Participate actively in the updating of the State Historic Preservation Plan for 2018-2023.

- Consult with State Historic Preservation Office staff on **survey and mapping** of historic resources in Joplin. Review and obtain recommendations and support for new surveys to be undertaken.

- Participate as an interested party in **Section 106** and other state and federal environmental review processes in Joplin managed by the State Historic Preservation Office.

- Continue to apply for **Historic Preservation Grants** to support survey, documentation, planning, and other historic preservation projects in Joplin.

RECOMMENDATION 4.1.D: Undertake special projects to be completed over the long term as recommended in this preservation plan or as otherwise determined.

- Create a yearly **work plan** for projects to be undertaken or overseen by the Historic Preservation Commission. Prioritize projects with the assistance of Planning staff taking need, time limitations, and budget into consideration. Monitor progress on projects over the course of the year.

RECOMMENDATION 4.1.E: Prepare an annual report for City Council and the Planning and Zoning Commission reviewing the condition of historic resources in Joplin.

- Monitor the **progress of implementation** of this Historic Preservation Plan on an ongoing basis. Consult with other city boards, commissions, and staff involved in different aspects of its implementation. Work with local stakeholders and neighborhood groups in implementing aspects of the plan that relate to their interests and activities. Report on progress in the annual report to City Council.

4.2 INVENTORY AND DOCUMENTATION

The City of Joplin has undertaken historic preservation surveys of two large areas within the city, Downtown Joplin in 1988 and and the Murphysburg neighborhood in 2012. There is need to continue the surveying of historic neighborhoods as an ongoing, long-term initiative. Use the 2008 Joplin Multiple Property Documentation Form as a base for documentation and assessment. Survey of Joplin's historic neighborhoods should be coordinated as an aspect of neighborhood planning (see Chapter 6).

RECOMMENDATION 4.2.A: Continue to document and improve information on Joplin's historic resources. Coordinate with and make information accessible for neighborhood planning.

- Support local historians, students, and organizations such as the Joplin Museum in **undertaking research** on Joplin's history. Develop research contexts on topics of particular importance and interest within which more detailed studies could be undertaken. Organize, coordinate, and digitize research papers. Support publication.

- Continue to undertake and expand the **survey of historic resources** by neighborhood city-wide using Missouri State Historic Preservation Office survey forms and methodologies. Continue to use CLG grants and professional consultants to undertake historic resource surveys. In consultation with the State Historic Preservation Office, prioritize historic neighborhoods to be surveyed over time.

- Coach and support neighborhood associations and local neighborhood **volunteers** to undertake historic resource surveys as part of neighborhood planning and support initiatives.

- Include historic resource surveys as layers in Joplin's city **GIS database**. Identify individual historic properties in the GIS database. Work with Planning staff and State Historic Preservation Staff to assign attributes to the database that would be useful in neighborhood planning. Consider attributes such as building date, type, style, construction, integrity, and condition.



The large majority of Joplin's historic neighborhoods have not yet been surveyed or assessed. The monitoring of threatened buildings and resources needs to be an ongoing process.

4.3 MONITORING HISTORIC RESOURCES

The Historic Preservation Commission should undertake an ongoing, long-term program of monitoring the condition of historic resources throughout Joplin and identifying threats to their integrity. Monitoring involves both being aware of activities that are being undertaken throughout the city on an ongoing basis and undertaking a systematic process of review and documentation.

RECOMMENDATION 4.3.A: Maintain an ongoing awareness of activities that are being undertaken throughout Joplin that might negatively impact the preservation and integrity of historic resources.

- Maintain contact and communication with city **boards and commissions** as outlined in recommendations above. Be aware of issues and timeframes within which actions will be taken. Try to anticipate issues that may arise with respect to historic resources before events proceed too far along.

- Stay **informed of local affairs** by reading the local newspaper, joining local organizations, and receiving newsletters and publications.

- Attend meetings of **neighborhood associations** on a periodic basis. Maintain a list of contacts for neighborhood associations and cultivate relationships with their representatives.

- Be open to **contact with local residents** with concerns about historic resources. Be on call to speak with and meet residents who raise concerns.

RECOMMENDATION 4.3.B: Undertake a systematic, long-term program of monitoring the condition of historic resources throughout Joplin.

- Maintain a list of **historic resources that are threatened** due to vacancy, inappropriate use, lack of maintenance, or demolition by neglect. Monitor their condition on a regular basis.

- Identify **areas of increased potential threat** to historic resources. Monitor conditions of historic resources within each area of the city on a rotating basis covering all areas within a three-year period. Digitally photograph threatened resources in these areas from the public way and maintain photographs in the survey files of the Commission. Include areas to be monitored in a given year in the Commission's yearly work plan.

4.4 DESIGNATION OF HISTORIC RESOURCES

The Historic Preservation Ordinance authorizes the Commission to designate significant historic resources as Landmarks and significant historic areas as Local Historic Districts. Such designations should be promoted as an honor to be achieved due to the special significance, quality, and meaning of the resource to the city and the community.

The designation of additional Landmarks and Local Historic Districts is a long-term objective that can be achieved over time. Landmarks are individual properties of special significance to the community at large. Local Historic Districts are historic areas and neighborhoods that have achieved a particular level of identity and organization. Special programs and incentives should be developed to recognize and reward Landmarks and Local Historic Districts.



Joplin's Carnegie Library is a Landmark of particular community-wide significance.

RECOMMENDATION 4.4.A: Continue to designate significant historic properties as Landmarks in accordance with the city's Historic Preservation Ordinance.

- Prepare a list of **properties of city-wide public significance** that could be designated as Landmarks in Joplin. Focus on properties of public use and interest such as schools, social centers, theaters, historic churches, stores, and other sites that serve as public gathering places.

- Prepare a list of **properties of special historical significance** that merit designation as Landmarks. Such properties might include industrial, manufacturing, and transportation sites whose role and significance is no longer widely known and that might be threatened.

- **Prioritize** the lists and consult with property owners on the possibility of designation. **Work with owners** to recognize and designate properties over time.

- Create a program for the **recognition** of existing and potential Landmarks. Include public presentations and educational events on the history of specific properties and how they relate to larger themes of Joplin history. Include special tours of historic properties. Use the resources as the focus of ongoing research and public outreach.

RECOMMENDATION 4.4.B: Continue to designate significant historic neighborhoods as Local Historic Districts in accordance with the city's Historic Preservation Ordinance.

- Work with **neighborhood associations** and the city's Neighborhood Services Division as outlined in Chapter 6 to highlight and promote the history and historical significance of specific neighborhoods.

- Create a program for the **recognition** of historic neighborhoods. Include public presentations and educational events on the history and historical development of specific neighborhoods. Include special tours and events hosted and conducted by neighborhood associations for other residents of the city.

- **Promote designation** as a Local Historic District as an honor and special recognition to be achieved over the long term. Create special services to be provided to Local Historic Districts through the Neighborhood Services program.

RECOMMENDATION 4.4.C: Identify properties and historic districts that should be listed on the National Register of Historic Places as an ongoing, long-term initiative.

- Develop a prioritized list of potential National Register Historic Districts in Joplin. Following the completion of surveys of specific historic neighborhoods, consider the preparation of **National Register nominations** for the neighborhoods. Work with neighborhood associations and residents on the potential for nomination. The preparation of National Register nominations is valuable in providing information and professional level evaluations of significance whether or not the listing process is completed.

4.5 DESIGN REVIEW

Designation as a Landmark or Local Historic District includes the responsibility of undergoing design review for proposed construction projects. The purpose of the design review process is to promote change that preserves and enhances historic character. Design review of construction projects proposed for Landmarks and Local Historic Districts is performed as a task of the Historic Preservation Commission.

For Landmarks, design review helps ensure that resources of special public significance are preserved and appropriately treated. For Local Historic Districts, design review protects neighbors and neighboring properties from possible inappropriate changes that could negatively impact the historic character of the neighborhood as a whole.

Design review is particularly important in commercial areas and has been a successful component of downtown revitalization in Joplin's Sunshine Lamp District along Main Street. Design guidelines have been prepared for the Sunshine Lamp District for the benefit of both property owners and reviewers.

Design review should be a supportive process that engages property owners and designers in a positive way. Chapter 3 outlines the principles of historic preservation and design review as embodied in the *Secretary of the Interior's Guidelines for Rehabilitation.* Early consultation with Planning staff and the Historic Preservation Commission for projects undergoing design review is encouraged.



Design review in Joplin's Sunshine Lamp District has been an important component in support of downtown revitalization.

RECOMMENDATION 4.5.A: Use the design review process to strengthen the identity, historic character, and economic prosperity of commercial Local Historic Districts.

- Ask applicants to **identify** a building's historic fabric before beginning the design process.
- Emphasize the **preservation and appropriate treatment** of authentic historic building fabric in rehabilitation projects.
- **New construction** should be appropriate to the historic character of the building but should be contemporary in design.
- Emphasize **quality and creativity** in all aspects of rehabilitation projects in commercial Local Historic Districts.

RECOMMENDATION 4.5.B: Use the design review process to support neighborhood revitalization in residential Local Historic Districts.

- Help homeowners identify and appreciate the **character-defining features** of the particular form and style of their residences.
- Emphasize the **preservation and appropriate treatment** of authentic historic building fabric in rehabilitation projects.
- Encourage **repair rather than replacement** of historic features and materials, such as original windows and wood siding and detailing.
- Encourage **maintenance techniques** appropriate to the specific historic materials of a building as recommended in preservation literature.



Joplin's parks are historically significant landscapes and feature many historic resources. The Historic Preservation Commission should provide advice and support when appropriate.

4.6 INFORMATION AND GUIDANCE TO BOARDS AND COMMISSIONS

As discussed above, the Historic Preservation Commission should participate actively in local government and be integral to local government activities, policies, and programs. The Historic Preservation Commission is an advisory body to City Council and other city boards and commissions on issues affecting historic resources and community character. The Commission should make sure that other municipal entities have the information and guidance they need to make informed decisions about actions that may have an impact upon historic buildings, neighborhoods, and sites.



The preservation of Joplin's remaining brick sidewalks, stone curbs, and other historic neighborhood features needs to be coordinated through the Public Works Department, an example of the need to work with other boards, commissions, and city departments.

RECOMMENDATION 4.6.A: Provide information, guidance, and advice to City Council, boards, commission, committees, and departments in the City of Joplin on issues related to historic preservation and community character.

- Where a property involves historic resources, the Historic Preservation Commission should provide information and prepare **written recommendations** on historic preservation aspects of the project to the Planning and Zoning Commission or other body for their consideration. Historic Preservation Commission members should make a verbal presentation of their information and recommendations at Planning and Zoning Commission or other review meetings.

- For projects involving significant historic resources or difficult preservation issues, retain a professional **historic preservation consultant** to advise and assist the Historic Preservation Commission and

Planning and Zoning Commission in assembling information and making recommendations.

RECOMMENDATION 4.6.B: Take a cultural landscape approach to historic preservation interests city-wide. Focus not just on buildings but on the historic landscape and neighborhood character.

- Consider historic buildings within their **neighborhood contexts**. Work to enhance the overall character of neighborhood landscapes as a way to provide an appropriate setting for historic buildings, increase property values, and to encourage property owners to take good care of the historic buildings.

4.7 PUBLIC OUTREACH

Building public interest and support for historic preservation in Joplin is important to the mission of the Historic Preservation Commission. The Historic Preservation Ordinance states that the Commission's duty is "to inform and educate the citizens of Joplin concerning the historic and architectural heritage of the city by publishing appropriate maps, newsletters, brochures, and pamphlets, and by holding programs and seminars."

Engaging the public and helping residents learn about the places where they live is the best way to gain support for historic preservation, neighborhood revitalization, and enhancing community character.

Chapter 8 of this plan, *Joplin's Stories,* outlines recommendations for implementing a city-wide interpretive presentation for residents and visitors. The Historic Preservation Commission should be a lead partner in this endeavor. In addition, the Historic Preservation Commission should consider the following recommendations for public outreach focusing on building awareness and providing technical assistance to residents and local groups interested in historic preservation.

RECOMMENDATION 4.7.A: Collaborate with and support local organizations such as the Post Foundation, Joplin Museum, and Joplin Historical Society in undertaking research, producing publications, and offering programming related to Joplin's history.

- Maintain a **close working relationship** with the Post Foundation, Joplin Museum, and Joplin Historical Society. Develop a yearly calendar of projects, events, and activities in which each organization contributes within its interest and capabilities.

RECOMMENDATION 4.7.B: Provide information and technical assistance to residents on the maintenance and appropriate treatment of historic buildings and landscapes.

- Develop a page on the city's **website** that provides information on the history of Joplin, Joplin's historic resources. and the maintenance and treatment of historic buildings and landscapes. Feature the web page as

a resource for residents who own historic buildings. Include links to publications such as the 2008 Joplin Multiple Property Documentation Form, surveys, and National Register nominations.



Guidelines and technical assistance on home improvements and the appropriate treatment of historic building fabric can be provided through neighborhood engagement.

- Provide links on the website to resources such as **Preservation Briefs** published by the National Park Service through its online Technical Preservation Services with practical information on the appropriate maintenance and treatment of historic building fabric. Publish and promote the availability of the website.

- Establish relationships with **neighborhood associations** providing consultation, support, and technical assistance to residents on matters related to the appropriate treatment of historic buildings and landscapes. Identify local and regional contractors and consultants who are qualified to provide such technical assistance. Establish a small fund to reimburse qualified consultants for technical assistance services.

- Offer **workshops, programming, and consultation** for neighborhood associations and the owners of historic residences on the appropriate maintenance and treatment of historic building fabric.

- Partner with the Chamber of Commerce, qualified local contractors, and Missouri State Historic Preservation Office in offering **technical training**

to small contractors on the appropriate maintenance and treatment of historic building fabric. Include a listing of contractors that have successfully completed the training for access by the public.

- Present **annual awards** in historic preservation for work on historic buildings and landscapes and in community involvement with respect to historic preservation.



Joplin's history is a catalyst for neighborhood identity and engagement.



CHAPTER 5 – DOWNTOWN JOPLIN

Downtown Joplin developed rapidly as a prosperous commercial and transportation center for the Tri-State Mining District in the early twentieth century. By the 1920s, the downtown core was a large commercial and industrial area stretching from the railroad lines along Joplin Creek on the east to Pearl Avenue on the west and from 1st Street on the north to the rail yards at 10th Street on the south. The downtown area included buildings of many sizes and types: retail, hotel, office, commercial, religious, institutional, industrial, and warehouse. It was a mature urban center.

Because it was a commercial and transportation center for the entire Tri-State Mining District, Downtown Joplin was significantly larger than would be expected for the actual population of the city. This factor presented both advantages and disadvantages. On the one hand, the quality of the building stock is excellent both in design and construction. On the other hand, the City of Joplin does not have the level of population or economic activity on its own to keep the downtown core thriving.

With the decline of the mining industry following World War II and the subsequent shift of retail and business activity to suburban commercial corridors in the 1950s, Downtown Joplin experienced decline. Urban renewal from the late 1950s into the mid-1970s saw the demolition of whole city blocks leaving large open areas within the downtown core. The limited number of new construction projects that followed did not fill the gap, and many of the open areas remain today.

As a consequence, a number of blocks at the northeast corner of downtown and on the western side one block off of Main Street are vacant. Several new buildings were constructed in the northeast as well as along Main Street itself. On the positive side, these open areas provide space for parking that would not otherwise be available in a pre-automobile building pattern. And there is ample potential for future infill construction.

A backlash to demolition in part led to the creation of Joplin's historic preservation program in 1986. A comprehensive survey of existing historic buildings in the downtown area was completed in 1988.

In the early-2000s, the city undertook an ambitious downtown revitalization initiative. A Vision Joplin 20/20 Downtown Revitalization Task Force was created to mobilize leadership and coordinate revitalization efforts. A Downtown Joplin Revitalization Plan was prepared in 2002 creating a vision, strategies, and recommendations for implementation. Streetscape improvements were installed along Main Street. The city rehabilitated the Newman Brothers building in the center of downtown for its municipal offices in the heart of Downtown Joplin. Reinvestment was supported by the business community as well.

Joplin created the Sunshine Lamp District along Main Street as a local historic district and design review district to encourage the appropriate rehabilitation of historic downtown buildings. A local Main Street program, the Downtown Joplin Alliance, was created to attract and support retail uses and activate the Main Street corridor. Between 2006 and 2011, small National Register Historic Districts were created in portions of downtown to facilitate the rehabilitation of historic buildings using federal and state rehabilitation tax credits.

The efforts to revitalize Downtown Joplin have had considerable success. Yet the sheer size of the downtown area has remained challenging. Commercial, retail, and business activity has continued to favor sites along the city's expanding commercial corridors at the city's edges, east and south of downtown. The 2011 tornado shifted the city's priorities to the recovery effort, and the momentum for downtown revitalization paused. Nonetheless, private sector entrepreneurs have continued to invest in downtown buildings and programs.

Chapter 5 of the preservation plan recommends refocusing upon revitalization of Downtown Joplin and its surrounding historic neighborhoods as central components of the city's growth and development efforts. Revitalization should embrace the renewed sense of community that grew during the recovery and apply its energy to community revitalization and enhancement city-wide.

Chapter 5 emphasizes goals 1-Community Identity, 3-Economy and Quality of Life, and 6-Downtown Joplin presented in *Chapter 3, Preservation Approach*. It supports concepts outlined in the 2012 Comprehensive Plan related to promoting mixed-use development, forging physical connections, and encouraging high quality development standards. The Historic Preservation Plan embraces concepts and strategies outlined in the 2002 Downtown Joplin Revitalization Plan and proposes that they be revisited and refined.

Recommendations for Downtown Joplin are organized under four topical headings:

- Planning for Downtown;
- Activating Downtown Joplin;
- Project Support and Realization; and
- Facilitating Adaptive Reuse.



Downtown Joplin (Google Earth).

5.1 PLANNING FOR DOWNTOWN

Joplin has been implementing a successful program of downtown revitalization since 2002. However, efforts have been preempted by the tornado and the need for recovery. It is time to refocus on the whole of Joplin, combining recovery programs with revitalization of the entire city. Of central importance is the need to strengthen and solidify community identity in the wake of the recovery and the community spirit it engendered. Joplin is being reborn.

Concentration on the revitalization of Downtown Joplin should be renewed and reinvigorated based upon the experience of the past fifteen years, building upon current initiatives. Because of the large size of downtown—perhaps three times as large as the city's population would normally support—progress will be incremental and will take time. However, it is suggested that Joplin should focus future growth on the infill and revitalization of older portions of the city as opposed to continued growth around the edges as a fundamental concept of the Comprehensive Plan. This preservation plan suggests the reinvigorating planning activities for revitalizing Downtown Joplin.

The 2002 Downtown Joplin Revitalization Plan

The recommendations for Downtown Joplin developed over the course of preparation of this preservation plan reiterate and reinforce many of the recommendations that were made in the 2002 Downtown Joplin Revitalization Plan (city of Joplin 2002). (This preservation plan's recommendations were developed before the planning team had access to the 2002 plan.) The significant downtown revitalization steps that the city and its partners undertook prior to the 2011 tornado were largely based upon the 2002 plan, though they adapted to evolving conditions.

Implementation of the 2002 plan was coordinated by a Downtown Revitalization Task Force with participation by a variety of downtown stakeholders. That structure and recommendation are reiterated here. It is suggested that the Joplin Area Chamber of Commerce lead the Task Force and play a leading role in guiding implementation efforts.

Three reasons relate to this suggestion: (1) the Chamber's proven experience in working with, attracting, and retaining businesses in Joplin; (2) the Chamber's responsibility in implementing the city's overall economic development strategy; and (3) the focused role that the Chamber can play in facilitating projects and initiatives within the larger downtown area especially in the areas away from Main Street. The next section of this chapter, suggests that the Downtown Joplin Alliance (also a key member of the Task Force) have the primary responsibility for business support and development within the Sunshine Lamp District along the Main Street corridor.



Downtown Joplin's revitalization was initiated 2002.

It is important that downtown revitalization be an integrated component of the city's overall economic strategy. As part of the city's strategy, the Action Plan created for the 2002 Downtown Joplin Revitalization Plan includes a series of goals organized under three themes: Connection, Animation, and Renewal. Several of the 2002 goals that remain particularly relevant are discussed here.

Connection

- ***Improve the connection between Downtown and surrounding neighborhoods by improving the visual and physical transitions.*** —The importance of residential use to the economic viability of Downtown Joplin is recognized by this goal from the 2002 plan. Streetscape improvements and the revitalization of the historic Murphysburg neighborhood are steps toward its implementation.

- ***Promote Downtown connections through the use of distinct, clear signage and the promotion of easily identifiable gateways and landmarks.*** —Joplin has implemented a limited signage and wayfinding program that focuses on Downtown. However, signs are few in number and not necessarily strategically located. The preservation plan recommends a much more robust wayfinding initiative as part of the city's branding and identity. It should include not only street signage, but trail, bicycle, interpretive, and identity signage. This is discussed further below and in Chapter 8.

Animation

- ***Strengthen retail activities and opportunities for expansion and new commercial ventures in Downtown.*** —The Joplin Downtown Alliance was created to implement a Main Street program to support existing

retail businesses and attract new businesses. Revitalization of this program is discussed in the next section of this chapter.

- ***Support Downtown activities by increasing the Downtown population through promoting and supporting living opportunities.*** —This goal also recognizes the importance of residential use to the vitality of Downtown Joplin. Proposed actions in 2002 related to this goal included redevelopment of existing buildings for residential use as well as attracting new mixed-use development downtown, in concert with the 2012 Comprehensive Plan. These proposed actions remain relevant today.

  Entrepreneurs who have developed recent projects downtown have found a market for loft apartments and condominiums in downtown historic buildings. Attracting residential development to the downtown core, especially west of Main Street, is an important and reachable goal.

- ***Promote Downtown living by stabilizing existing neighborhoods within and surrounding Downtown.*** —The 2002 plan identifies the existing residential neighborhoods west of Byers Avenue and south of 10th Street as important to the downtown core. The recent initiative to revitalize Murphysburg west of downtown through its designation as both a National Register historic district and local historic district is an important step in implementing this goal. Signage, banners, and neighborhood organization and programming have reinforced Murphysburg's identity.

  The 2002 plan also recommends the creation and support of neighborhood associations, which is now being implemented through the city's Neighborhood Services program and is discussed in the next chapter.

- ***Support social service programs and charitable housing opportunities through the expansion and interrelationship of institutional uses and programs.*** —Several social service organizations are present at locations within the downtown core. The work of these organizations is extremely important in serving the homeless, the poor, the mentally disabled, and others facing difficulties. In addition to addressing the critical needs of these populations, their work can help mitigate and reduce conflicts with other downtown uses.

  In some instances, social service organizations occupy older, poorly maintained buildings that do not adequately serve their needs. It has been proposed that a central location be developed for these organizations with new, modern facilities that would better support their work. The older buildings would then be available for adaptive reuse and revitalization.

- ***Use landmarks and attractions to draw patrons to Downtown and increase Downtown activity.*** —The designation of the Sunshine Lamp District, a local historic district along Main Street, has implemented aspects of this goal, including the use of design guidelines and design

review downtown. A comprehensive interpretive initiative with Downtown Joplin as a focus area, as outlined in Chapter 8 of the preservation plan, would implement related recommendations from the 2002 plan.

- ***Develop a major activity/community center within Downtown.*** —The city and local stakeholders have begun staging public events at Memorial Hall, re-establishing the historic building as an activity center downtown. Outdoor events on Main Street and cultural events at the Spiva Center and elsewhere have had a similar effect.

  However, this recommendation of the 2002 plan would be fully addressed through implementation of the proposed Performing Arts Center and events park around Memorial Hall, a current initiative of Connect2Culture. The Performing Arts Center is an example of an initiative with backing and momentum that could have an important impact on Downtown Joplin and be of benefit to the community as a whole.

  The preservation plan also supports development of a new home for the Joplin Museum in proximity to the Performance Arts Center, which has been under discussion. This recommendation is addressed in Chapter 8 in relation to a city-wide interpretive presentation with Downtown Joplin as a key focus area.



Main Street has been activated through the rehabilitation of historic buildings.

Renewal

- ***Develop strategies and incentives for renewal based on land use and compatibility.*** —The 2002 plan divides Downtown Joplin into a set of mixed-use, entertainment, government, industrial, commercial, and residential districts, each with its own brief list of redevelopment strategies. This is an important concept that can help focus recruitment and revitalization efforts. The identified districts remain relevant, but should be revisited, rethought, and better defined based upon current markets, building types and resources, and the experience of the past fourteen years.

  As discussed throughout this chapter, because of the large size of Downtown Joplin, progress will be incremental and must focus on viable initiatives that have energy and support on a project-by-project basis. It will help to have an overall plan and strategy for each downtown district, with target areas and target projects that can make a difference over time. Consistent with concepts adopted in the 2012 Comprehensive Plan, the 2002 plan recommended the development of design standards, revitalization policies, and development incentives tailored to each downtown district.

  As a result of observations and discussions in preparing this preservation plan, it is suggested that new residential housing—both adaptive reuse and new construction—be a particular focus of the area west of Main Street from Joplin Avenue to Byers Avenue in addition to the office/institutional focus recommended in the 2002 plan. East of Main Street, from Virginia Avenue through Grand Avenue, an office/industrial/technology focus is suggested, which has also been an objective of the Joplin Area Chamber of Commerce.

- ***Create opportunities for redevelopment and infill as a means of stimulating reinvestment in Downtown.*** —The 2002 plan recommended identifying redevelopment opportunities both in terms of individual targeted buildings to which businesses and entrepreneurs could be attracted and as targeted areas for redevelopment as a coordinated public/private initiative.

  The recommendations of this chapter include the identification of target projects for marketing to businesses and entrepreneurs. The area of Main Street between 7th and 10th Streets is recommended as a targeted redevelopment area in conjunction with development of a Performing Arts Center on adjacent blocks to the west.

- ***Use financial incentives and programs to promote reinvestment and renewal in Downtown.*** —As a historic preservation plan, this document highlights the potential use of federal and state rehabilitation tax credits as financial incentives in support of private sector revitalization projects. Other state economic incentives might be available as well and are familiar to some local entrepreneurs. The City of Joplin should consider financial incentives that it could offer to help spur development, whether

through tax or other financial vehicles or through specific project-related actions. The reconstitution of the city's Tax Increment Financing program focusing on downtown revitalization is recommended when initiatives of the current program have been paid off.

- ***Improve the visual appearance and physical maintenance of public and private space within Downtown to improve the function and the overall success of Downtown.*** —The City of Joplin appears to have a very good program of cleaning and maintenance in Downtown Joplin, particularly along Main Street and adjacent streets and parking areas. Streetscape improvements implemented in conjunction with the Sunshine Lamp District enhance the character and appearance of Downtown. The implementation of a Commercial Improvement District for Downtown Joplin would support the maintenance and appearance of downtown as well as other possible initiatives and is discussed later in this chapter.



The Sunshine Lamp District, a local historic district, established a downtown identity.

Identity and Wayfinding

Identity and branding have been topics of interest for stakeholders during the preparation of this preservation plan. As development of this plan has been undertaken, the Joplin Convention and Visitors Bureau has been involved in a parallel process of strategic planning that has included the consideration of rebranding. Identity and branding are incorporated into a number of the recommendations outlined below and should be coordinated with all of the various related activities of the city and its partners.

Key concepts of this preservation plan are that Joplin's historic character is central to the city's identity and that promoting Joplin's identity will reinforce public

awareness of and appreciation for the city's historic resources. Community character and identity are important selling points in attracting new businesses, new residents, and visitors.

Ongoing work on identity and branding should incorporate initiatives that the city has already implemented—including the Sunshine Lamp District and the limited amount of wayfinding signage that has been installed along road corridors, all of which is of high design quality. Organizations that should be involved include the Joplin Area Chamber of Commerce, Joplin Convention and Visitors Bureau, Downtown Joplin Alliance, and others—all should be using the same branding and graphic identity on behalf of the city. Graphic identity all of the graphic formats used by the city and its partners in communicating with residents and visitors—logos, signage, publications, websites, promotional materials, etc. Joplin's arts organizations should also be involved in the initiative, providing support, advice, and creative content.

It is recommended that Joplin's wayfinding system be greatly expanded and that it be encountered by visitors immediately upon exiting the interstate and at other points of entry. Wayfinding signage is an important means of communicating the city's graphic identity and character. The Bicycle and Pedestrian Transportation Plan that the city is beginning to prepare should include implementation of an expanded wayfinding initiative for bicycle and pedestrian trails as well as for parks and public spaces making use of Joplin's graphic identity.

Chapter 8 outlines recommendations for implementing a city-wide interpretive presentation which would include use of a variety of exhibit and graphic formats. All should incorporate the city's graphic identity.



Main Street's Route 66 pocket park combines identity, art, and interpretation.

Below are recommendations on planning for the revitalization of Downtown Joplin, building on past initiatives and incorporating historic preservation concepts.

RECOMMENDATION 5.1.A: Reconstitute the Downtown Joplin Task Force under the leadership of the Joplin Area Chamber of Commerce to refocus, plan, and guide downtown revitalization efforts.

- Incorporate revitalization of Downtown Joplin as a core strategy in the city's long-term **economic plan**.

- Ask the **Joplin Area Chamber of Commerce** to coordinate the overall process in its role in implementing the city's economic plan. The Chamber's role is to encourage new businesses to locate in the downtown area, particularly in areas east and west of Main Street.

- Include other **key organizations** such as the Downtown Joplin Alliance, Connect2Culture, downtown businesses, and city institutions as members of the Task Force.

- Retain a professional financial and development **consultant** to help guide planning efforts.

RECOMMENDATION 5.1.B: Review and reinforce Joplin's identity and branding for use in public communication, economic development, and marketing.

- Undertake a **community visioning** process through which residents and organizations city-wide can be engaged in the identity and branding process. Cultivate community interest and buy-in using the process to build momentum toward implementation.

- Focus on **Downtown Joplin** as the center of community identity with connections and changing character city-wide.

- Create a **graphic identity** for Joplin perhaps using concepts and graphics that have already been successfully developed. Create guidelines for use of the graphic identity in signage, publications, online media, and other formats.

- Prepare a city-wide **wayfinding** plan to be implemented over time using the graphic identity. Build upon but significantly expand the wayfinding signage that has already been installed. Include parks, trails, and bikeways in the wayfinding system.

- Implement a **wayfinding** plan specifically for **Downtown Joplin**. Assess the existing wayfinding signage and related installations downtown for gaps and additional desired enhancements to be planned and implemented.

- Include implementation of designs for **gateways** to downtown as recommended in the 2002 Downtown Joplin Revitalization Plan. Design gateways for other entranceways to the city, such as at US I-44 interchanges.

- Prepare a phased **implementation plan** for use of the graphic identity in city-wide signage, publication, and media formats.

RECOMMENDATION 5.1.C: Review and update the 2002 Downtown Joplin Revitalization Plan based upon the progress and experience of the past decade.

- Review **progress and changes** in downtown revitalization that have taken place since preparation of the 2002 plan.

- **Assess strategies** and recommendations for business development, connection, animation, and renewal based upon experience.

- Assess the various **planning districts** and uses proposed in the 2002 plan. Revise concepts as appropriate.

- Actively support the development and promotion of **anchor attractions** downtown. Collaborate with each attraction in determining and promoting their roles in downtown as a destination. Include all organized programs for promoting Downtown Joplin. Provide visibility and support for projects as they seek funding for implementation.

- Identify **target projects** including both public projects that would enhance and key private projects that might serve as an anchor for future development.

- Focus on **mixed use** concepts as outlined in the 2012 Comprehensive plan. Strongly encourage residential projects and components of mixed-use projects especially on the west side of the downtown district.

- Identify **underutilized historic buildings** that could be adapted to new uses. Seek businesses and uses that could be appropriate for those buildings. Support entrepreneurs willing to undertake such projects.

- Focus on the **adaptive reuse** of historic buildings using federal and state tax credits.

- Prepare and begin implementing a **marketing strategy** and plan for cultivating and attracting businesses and residential developers to downtown.

RECOMMENDATION 5.1.D: Undertake preparation of a master plan for Main Street between 7th and 10th Streets and Virginia and Joplin Avenues.

- Prepare a **physical master plan** of the entire six-block area showing prospective uses, design options, and public improvements. Include cost estimates. Include both public and private lots, uses, and investment.

- Coordinate planning with master planning for the **Performing Arts Center** and Spiva Center being undertaken by Connect2Culture for the blocks around Memorial Hall.

- Work with **social service organizations** to consolidate operations in a location and facilities that are more conducive to their needs. Actively support the work of these organizations. Free existing historic buildings for appropriate redevelopment.

- Consult with **potential developers** with interest in projects in the area.

- Focus on **mixed use** development, physical connections, and development guidelines as outlined in the 2012 Comprehensive Plan.

- Focus on the **adaptive reuse** of historic buildings within the area.

- Include a phased **implementation plan**. Identify funding opportunities.

RECOMMENDATION 5.1.E: Consider reconstituting the city's Tax Increment Finance program to support investment in downtown revitalization when the current program is paid off.



Streetscape enhancements have significantly imporved the quality of Main Street.

5.2 ACTIVATING DOWNTOWN JOPLIN

A core strategy to the revitalization of Downtown Joplin is activating the downtown streetscape and making it a place that residents and visitors want to be. Downtown Joplin should be a regional visitor destination.

Ideas for activating Downtown Joplin were introduced in the 2002 Downtown Joplin Revitalization Plan, and began to be implemented in subsequent years. Revitalization efforts have grown and reached a point where Downtown Joplin has created an identity, attracted businesses, and is recognized as a distinctive place within the city. But downtown revitalization has yet to reach critical mass and fully realize its potential.

With a renewed focus on downtown revitalization, it is time to reassess and refresh the organizational and programmatic initiatives that have bred success in Joplin's downtown revitalization efforts so far. Among the most important tasks at hand are building organizational capacity, making sure that downtown businesses are engaged and enthusiastic, and making sure that the interests of downtown businesses and other stakeholders are effectively represented.

Downtown Joplin Alliance

The Downtown Joplin Alliance was created during the city's initial revitalization initiative in the mid-2000s with the idea of being a downtown business advocate implementing strategies of the Main Street Four-Point Approach. Its mission states that the Downtown Joplin Alliance is a not-for-profit organization dedicated to the revitalization of the downtown community as a thriving, safe and attractive center of art, history, enterprise, commerce, culture, residence, and entertainment.

In recent years, with the city's attention focused on tornado recovery and not on downtown revitalization, the Downtown Joplin Alliance has struggled with its mission and programming, not fully engaged with the National Main Street idea. With limited funding and a part-time staff, the Alliance has concentrated primarily on its Third Thursday public events, a street fair held downtown each Thursday evening from March through October. Third Thursday has been a public success, drawing residents downtown for music, food, and fun, and has raised Downtown Joplin's profile. It has been the Alliance's primary source of funding, and managing the event has severely limited the organization's ability to accomplish other goals.

Nonetheless, the Downtown Joplin Alliance is well-positioned to refocus its programming and be a principal advocate for revitalization of Downtown Joplin. As a key member of the reconstituted Downtown Joplin Task Force discussed in the previous section, the role of the Downtown Joplin Alliance should be to concentrate upon the success of the Main Street corridor—the Sunshine Lamp District—and its local businesses. In contrast, the Joplin Area Chamber of Commerce should focus on business recruitment, development, and revitalization in other areas of downtown. The Downtown Joplin Alliance should work under the guidance and supervision of the Task Force.

How to accomplish a transformation of the Downtown Joplin Alliance was a topic of discussion with the Alliance and other downtown stakeholders during the planning process. Key needs are to (1) become reconnected to specific strategies and techniques of the National Main Street Program, (2) fully engage with and become the representative of the downtown business community, (3) build staff capacity in order to be capable of implementing effective programming, and (4) rebuild the trust of city leaders and stakeholders through its actions.

In consultation with the Missouri Main Street Connection, it was determined that the best way begin would be to undertake training, mentoring, and outreach by implementing programming offered through a People Energizing Places Grant.

Main Street Training, Support, and Outreach

Missouri Main Street Connection, Inc. is the licensing partner and Main Street Coordinating Program for the State of Missouri with the National Main Street Center. The organization manages Missouri's official Main Street Program.

Missouri Main Street Connection's *People Energizing Places (PEP) Grant* is offered in partnership with the Missouri Department of Economic Development to assist Missouri communities in developing and implementing programs using the Main Street approach. Staff of Missouri Main Street Connection have been familiar with Joplin and its downtown revitalization initiative and have been in consultation with the Joplin Downtown Alliance.

PEP grants assist Main Street organizations with training and expert guidance to become more effective in their programming. The grant is a targeted two-year program that provides specialized training, focused initiatives for sustained revitalization, and technical expertise tailored to advance the Main Street organization's downtown development work. The grant program is the perfect vehicle to assist the Downtown Joplin Alliance with engagement, capacity building, and program development. The cost of the program over the two-year period is $38,425, 75% of which is provided by the grant and 25% ($9,600) is provided locally.

The Main Street Approach applies a historic preservation-based, *volunteer-driven* economic development strategy to grassroots organizations. The approach has decades of proven experience in yielding impressive results in communities of all sizes and in all places. The Main Street Approach advocates a return to community self-reliance and the redevelopment of Main Street program areas based on traditional community assets: personal service, local ownership, a unique physical environment, and a sense of community. It is an incremental, long-term, total community effort.[1]

Implementation of the PEP grant program involves undertaking an initial assessment and charrette with community stakeholders through which the downtown area's primary issues, goals, assets and opportunities are identified; current programs are evaluated, and the best course of action is determined. The

[1] People Energizing Places Grant Program and Application, Missouri Main Street Connection; 2.

assessment and charrette are a means of re-engaging with downtown businesses and stakeholders, involving them in the Main Street idea and helping to rebuild their relationship with the Alliance. Through outreach and engagement, stakeholder priorities for the two-year grant period are outlined. With stakeholder priorities established, a two-year action plan is developed to reach identified goals for downtown stakeholders, the Sunshine Lamp District, and the Downtown Joplin Alliance.

Over the two-year period, Missouri Main Street Connection provides ongoing guidance to the Downtown Joplin Alliance and downtown stakeholders in the implementation of the action plan. Technical visits are included to provide on-site assistance tailored to the needs and interests of Joplin's downtown district. Visits can be used in a variety of ways, such as providing consultation or training to staff and stakeholders related to retail/business consultation, event development/festival training, marketing, promotion, recruitment, historic preservation, or other subjects as needed. Training is available on the Main Street Approach for staff, stakeholders, and community leaders.

The goal of the two-year program is to assist the Downtown Joplin Alliance and its partners and stakeholders in implementing the Main Street Approach with measurable positive results for the Sunshine Lamp District and Downtown Joplin. The grant program will assist stakeholders and the Downtown Joplin Alliance in qualifying as an accredited community of the National Main Street Program. Through these efforts, local businesses will be engaged, the benefits of the approach will be realized by community leaders, and the role of the Downtown Joplin Alliance will be reinvigorated.

In realizing of these efforts, recommendations for activating Downtown Joplin include the following:

RECOMMENDATION 5.2.A: Support the mission of the Downtown Joplin Alliance in supporting and promoting businesses in Downtown Joplin.

- Use a **People Energizing Places Grant** from the Missouri Main Street Connection and Missouri Department of Economic Development to engage local stakeholders, undertake training, and assist the Downtown Joplin Alliance in building capacity and implementing a Main Street program.

- Fully **engage with local businesses** to identify their issues, needs, interests, and opportunities. Fully involve local businesses in the operation, management, and programming of the Downtown Joplin Alliance, using the Alliance to serve their interests.

- Aggressively **market and promote** Downtown Joplin as a regional destination. Expand the Downtown Joplin Alliance and City of Joplin websites to provide complete information, create linkages from other websites, and create printed pieces using the city's identity and brand that can be adapted as new businesses are introduced.

- As the entity responsible for implementation along Main Street and the Sunshine Lamp District, provide **Downtown Joplin Alliance** with the resources needed for successfully supporting and promoting businesses and the Sunshine Lamp District.

- Provide funding for **full-time staff** for the Downtown Joplin Alliance. Provide funding for marketing and implementation.

- Provide active ongoing strategic and marketing support to the Downtown Joplin Alliance through the **Downtown Joplin Task Force** and **Joplin Area Chamber of Commerce** as part of the city's economic development plan.

- Monitor and improve ongoing activities on a regular basis. Provide an annual report to City Council on progress, strategies, and resource needs.



The engagement of local businesses is key to successful downtown revitalization.

RECOMMENDATION 5.2.B: Use the Main Street Four-Point Approach for continued revitalization of the Sunshine Lamp District.

- Use the **People Energizing Places Grant** to obtain training, guidance, and support for the Downtown Joplin Alliance and downtown stakeholders in implementing the Main Street Four-Point Approach. Determine how the approach best applies to conditions in the Sunshine Lamp District and Downtown Joplin.

- Use the **Main Street** approach of organization, promotion, design, and economic restructuring in implementing the vision for Downtown Joplin. Downtown stakeholders have already taken substantial measures to embrace this approach. Incorporate historic preservation and adaptive

reuse as central components of that vision. Network with the Missouri Main Street Connection and other Main Street communities to find out what has worked for them.

Under the Main Street approach:

- **Organization** establishes consensus and cooperation by building partnerships among the various stakeholders within the downtown district. By getting stakeholders working toward common goals, the Downtown Joplin Alliance and its partners provide effective, ongoing management and advocacy for Joplin's downtown investment initiative.
- **Promotion** creates a positive image that builds community pride and improves consumer and investor confidence in downtown. Advertising, retail promotions, special events, and marketing campaigns help sell the identity and promise of Downtown Joplin to the community. Promotions communicate Downtown Joplin's unique characteristics, business establishments, and activities to residents, visitors, shoppers, investors, potential businesses, and property owners.
- **Design** involves creating a high quality environment for workers, residents, and visitors, taking advantage of the visual character of Downtown Joplin—including public and private buildings, storefronts, signs, public spaces, parking areas, street furniture, public art, landscaping, merchandising, window displays, and promotional materials. The Sunshine Lamp District's streetscape improvements implemented in the mid-2000s along Main Street have implemented this concept and convey a positive message about the downtown district and what it has to offer.

  Design activities also include assuring good maintenance practices in downtown, enhancing the district's physical appearance through the rehabilitation of historic buildings, encouraging appropriate new construction, developing sensitive design management systems, educating business and property owners about design quality, and long-term planning for phased physical improvements and connections to adjacent neighborhoods
- **Economic restructuring** strengthens Downtown Joplin's existing economic assets while diversifying its economic base. This is accomplished by retaining and expanding successful businesses to provide a balanced commercial mix, sharpening the competitiveness and merchandising skills of business owners, and attracting new businesses that the market can support. Converting unused or underused commercial space into economically productive property helps boost the profitability of the area. The goal is to build a downtown that responds to the interests and needs of Joplin's residents and visitors (National Main Street Center 2016).



Downtown Joplin is a center for quality dining, an important market for revitalization.

RECOMMENDATION 5.2.C: Focus on attracting new retail uses along Main Street.

- Create a coordinated approach to **attracting prospective businesses** downtown. Research successful businesses that could serve as anchors and occupy historic buildings. Develop incentive packages that will appeal to interested businesses and demonstrate the city's commitment and support. Organize city leaders and stakeholders to meet with and recruit interested businesses and entrepreneurs. Celebrate each new business that decides to locate downtown.

- Identify **appropriate uses** that tend to be successful in the downtown core.

- Work to **support and retain** existing businesses.

- **Actively recruit** prospective businesses that fit desired profiles.

- Seek sources of **funding support** such as low interest loans for small businesses.

RECOMMENDATION 5.2.D: Plan and implement a full program of weekly, monthly, and yearly community events city-wide and for Downtown Joplin.

- Expand the number and scope of **outdoor events** held downtown and in parks and public sites throughout Joplin. Create a city-wide effort. Ask the Joplin Convention and Visitors Bureau to lead the effort in coordination with the Joplin Downtown Alliance, Connect2Culture, and other

organizations. Provide funding to support these community events. Use the events to engage residents, maximize exposure, feature attractions, and draw visitors.

- As part of the city-wide initiative, support the **Downtown Joplin Alliance** in organizing a **full program of events** for Downtown Joplin. Build on the success of Third Thursday. Begin to add new themed events to attract varied audiences especially on weekends.

- Work with **Connect2Culture** to organize cultural events at various venues in Downtown Joplin, including outdoors, as part of the annual program.

- Support **private entrepreneurs** in organizing special events in Downtown Joplin.



Joplin uses art in creating its distinctive identity.

RECOMMENDATION 5.2.E: Continue to install public art throughout the Downtown Joplin.

- Support incorporation of high quality and engaging **interpretive elements** and **public art**. Use a coordinated city-wide interpretive plan as the basis for design and implementation of the planned interpretive enhancements. Feature downtown anchor attractions in the interpretive presentation.

- Work with the **Spiva Center** for the Arts, Connect2Culture, and the Chamber's Art in Public Spaces program to identify projects, funding

sources, and artists to undertake public art projects that enhance the quality and character of Downtown Joplin.

- Prepare a comprehensive **plan for public art** within the downtown area that can be implemented over time. Identify sites and themes that can be marketed to potential funding sources.

- Prepare an **interpretive plan** for Downtown Joplin that can be implemented over time. Include wayside interpretive exhibits, themed public art, publications, and other media. See Chapter 8.

RECOMMENDATION 5.2.F: Implement a Community Improvement District in Downtown Joplin to provide funding for organization, programming, and special projects.

- As the downtown revitalization program develops and begins to yield measurable results, **work with local businesses** throughout Downtown Joplin to create a Community Improvement District that can fund the work of the Downtown Joplin Alliance and downtown programs of benefit to businesses.



Downtown revitalization was initiated with the city's investment in the rehabilitation of the Newman Brothers Building on Main Street as the new Joplin City Hall.

5.3 PROJECT SUPPORT AND REALIZATION

During the course of preparing this Historic Presentation Plan, a number of potential projects were identified within Downtown Joplin. As noted, change downtown will continue to take time and will occur on an incremental basis, project by project, over the long term. Each potential project plays an important part in implementation of the overall strategy for Downtown Joplin.

The city and its partners should work together in planning for downtown revitalization by identifying the most important and viable projects to undertake and focusing coordinated efforts toward their realization as resources become available. A number of key projects being considered for Downtown Joplin are outlined below.

RECOMMENDATION 5.3.A: In planning for downtown revitalization, identify projects that have the most potential to be realized and to be catalysts for future growth and investment.

- Offer the Joplin Library site to **Missouri Southern State University** for development of its arts program if it is interested. This project has great potential to be a downtown anchor and to bring life to Main Street.

- Support Connect2Culture and the Spiva Center for the Arts in their efforts to develop a **Performing Arts Center** in the blocks adjacent to Memorial Hall. Coordinate planning and development with adjacent areas of Main Street. This project could be a major downtown attraction and realize the 2002 plan's recommendation for a downtown cultural center.

- Support the Joplin Area Chamber of Commerce in developing a **center for technology** and training in advanced manufacturing west of its downtown offices.

- Continue to support the **Newman Innovation Center** as an incubator for new business in Downtown Joplin.

- Identify a site for relocation of the **Joplin Museum** to Downtown Joplin, perhaps as part of a new master plan for Main Street between 7th and 10th Streets adjacent to the Performing Arts Center proposal. See Chapter 8 on planning for the museum.

- Work toward the stabilization of the **Union Station** structure as an open air venue for events in conjunction with enhancement of the public park and open space within the valley of Joplin Creek.

- Relocate the various **social service organizations** in the downtown area to a site with new buildings and facilities more appropriate to their needs and provide them support to better serve their clients. Relocation will free historic buildings they now occupy for development and adaptive reuse.

- Identify **key historic buildings** throughout downtown that are appropriate for commercial or residential rehabilitation and adaptive reuse and should be priorities for redevelopment. Focus on attracting developers for these sites.



This high quality historic building on the east side of Downtown Joplin is well suited for adaptive reuse for offices, residential, or other uses.

5.4 FACILITATING ADAPTIVE REUSE

The City of Joplin, Joplin Area Chamber of Commerce, Downtown Joplin Alliance, and community stakeholders should encourage and facilitate the adaptive reuse of historic buildings in Downtown Joplin by making private sector investment attractive, easy, and rewarding. Downtown Joplin's historic building stock should be a key selling point in attracting downtown investment.

Potential investors not familiar with the rehabilitation of historic buildings should have confidence that the rehabilitation process is not overly complex or costly. Investors who have experience working with historic buildings should know that the city and other stakeholders understand the rehabilitation process and have developed protocols to facilitate investment.

The use of federal and state rehabilitation tax credits is key to making many adaptive reuse projects financially viable and an attractive investment. The city and its partners should take concrete steps to take advantage of federal and state incentives to achieve public policy goals through private sector investment to the benefit of city businesses and residents.



Joplin has several vacant apartment buildings that can be rehabilitated to provide needed residential housing on the west side of downtown.

RECOMMENDATION 5.4.A: Encourage and facilitate the adaptive reuse of historic buildings in Downtown Joplin through private sector investment.

- Establish a **city policy** to encourage and facilitate the adaptive reuse of historic buildings. Coordinate city governmental departments in facilitation of the adaptive reuse policy.

- Make downtown's historic character and historic buildings the **centerpiece** of the downtown investment strategy by making Downtown Joplin an attraction for residents and visitors.

- Actively support **non-profit and private sector projects** focused on the rehabilitation and adaptive reuse of historic buildings in Downtown Joplin. Seek state and federal funding that can help leverage private sector investment in special cases. Use Community Development Block Grant funds strategically for public improvements that support qualified private and non-profit projects that are in the community interest.

- Prevent further **loss of historic buildings** in Downtown Joplin. Do not permit further demolitions. Enforce maintenance codes for vacant or underutilized buildings (see Chapter 6).

- Recruit small businesses and restaurants in **street level** commercial spaces. Encourage the adaptive reuse of the **upper floors** of historic

buildings in Downtown Joplin for residential use. Coordinate city governmental departments in facilitation of the adaptive reuse policy.

RECOMMENDATION 5.4.B: Expand the existing National Register Historic Districts in Downtown Joplin to include the entire downtown area encompassed in the 1986 survey of downtown.

- Consult with local **property owners** to outline the benefits of National Register designation and the use of federal and state rehabilitation tax credits. (See the discussion of National Register and local historic districts in Chapter 4.)

- Provide **technical assistance** to property owners and investors unfamiliar with the use of state and federal rehabilitation tax credits in the form of information, encouragement, and general guidance. Identify private sector consultants capable of advising investors and assisting with the rehabilitation tax credit process.

- Consult with the **Missouri State Historic Preservation Office** on the most efficient way to enlarge the downtown National Register Historic District.

- Use the 1988 survey and 2008 **Multiple Property Documentation Form** to facilitate preparation of the National Register nomination.

RECOMMENDATION 5.4.C: Create a protocol for building permit review processes for historic buildings in Downtown Joplin.

- Bring together representatives from code review, planning, the fire department, and other city offices as a **redevelopment review team** to work directly with property owners and developers on a case-by-case basis.

- Have the team meet with owners and developers onsite early in the planning process to identify and **address building code compliance issues** related to historic buildings. The team would be available to work with owners and their architects throughout the design process to find solutions to code compliance issues that adapt to building conditions and the Secretary of the Interior's *Standards* while protecting public safety.

RECOMMENDATION 5.4.D: Refine and further develop the façade improvement program for historic buildings downtown with technical assistance and matching grants.

- Create a **Design Review Committee** of local architects and designers familiar with historic preservation principles and the Secretary of the Interior's *Standards* to provide advice to property owners considering changes to their facades.

- Provide city funding for a modest façade improvement **grant program** available to property owners complying with downtown design

standards. (An existing city program using CDBG funds is said to be little used due to federal wage requirements.)

RECOMMENDATION 5.4.E: Work with local banks on special terms for loan packages for qualified investors to encourage the rehabilitation and adaptive reuse of historic buildings in Downtown Joplin.



Third Thursday attracts residents and visitors to bring Main Street alive.



CHAPTER 6 – JOPLIN'S HISTORIC NEIGHBORHOODS

Joplin's neighborhoods are the city's strength as a community and a desirable place to live. Growing outward from the downtown core, most of Joplin's neighborhoods date from the early twentieth century and have great appeal. Neighborhoods are the city's most significant historic resources.

The streetscape character of Joplin's neighborhoods is very appealing. Streets are developed in a neighborhood grid pattern with alleyways in the center of most blocks for rear access to residential lots. Concrete curbs and sidewalks are present in most places. Some streets retain brick sidewalks, and remnant brick street paving can be seen in some locations. Many lots have low stone retaining walls due to the sloping topography. Street trees have grown broad and tall, providing strong character, a sense of scale, and shade.

Joplin's neighborhoods feature a wide variety of housing types. Joplin's housing types and styles were studied in a 2008 National Register of Historic Places Multiple Property Documentation Form funded through the Missouri State Historic Preservation Office. The city's most prominent neighborhood, Murphysburg, was designated as a National Register Historic District in 2015. Even Murphysburg, however, has a wide variety of building styles, types, and sizes. Joplin's neighborhoods tend to be solidly middle class. Historically, the county's wealthy families tended to live in Carthage, the county seat.

Most neighborhoods, regardless of economic condition, tend to have residences that are small in scale. Some are very small, representative of Joplin's mining history and the city's working class residents of the early twentieth century.

Additions and modifications have been undertaken on many homes over the years, but a significant number retain their historic integrity. Small size means that homes tend to be affordable in today's markets, perhaps a reason for Joplin's low median home value in comparison to state averages.

Many residents do not consider their neighborhoods historic, but they are. Joplin's most important historic preservation goals can be achieved by addressing the appropriate treatment of neighborhoods. This can be undertaken using a variety of programs and means.

Neighborhoods make up the fabric of the city and blocks make up the fabric of a neighborhood. When the fabric is strong, the city or the neighborhood is strong. If the fabric becomes frayed, wears down and tears, the city or neighborhood becomes weak and susceptible to accelerated decline. The most successful strategies in neighborhood revitalization involve repairing and re-weaving neighborhood fabric, block by block. To do this, a neighborhood revitalization strategy must engage and empower residents while providing city action and support in strengthening neighborhood fabric. Through neighborhood planning, strengths should be reinforced; key assets and anchors should be identified and protected; and weaknesses should be isolated, addressed, and re-positioned as strengths.

The most important strategy for neighborhood revitalization is to encourage and support private sector home ownership while helping residents appreciate neighborhood character. Because Joplin's houses tend to be small, charming, and affordable, they have a natural market in young families, couples, singles, and seniors. Neighborhood attributes that attract such markets—walkability; public amenities such as parks, playgrounds, and trails; neighborhood schools; neighborhood churches; and neighborhood shopping—are key components of the mixed-use and community concepts of the city's 2012 Comprehensive Plan. These resources do not need to be built from scratch—they already exist in Joplin's historic neighborhoods.

Two reports undertaken in the wake of the 2011 tornado have studied Joplin's housing market in detail (Novovradac 2012; Bowen 2014). They note a range of neighborhood and housing issues typical of mid-sized cities, including high rental occupancy (45.4%) and high vacancy rates (13.7%). Of Joplin's 23,943 housing units, 15,637 (73.3%) are single family detached dwellings. Approximately 32.5% of the city's houses are reported to have been constructed before 1950, most in the early twentieth century.

Maintenance is an issue in almost every Joplin neighborhood. Houses that are well maintained sit next to neighbors that are neglected. It is not clear to what extent this is a rental maintenance issue vs an issue of low income or of mere neglect, but improving home maintenance will help improve the marketability of houses in historic neighborhoods. Appropriate maintenance for historic homes is an important historic preservation issue and is discussed in Chapter 3 in review of the Secretary of the Interior's *Standards*.

This Historic Preservation Plan suggests that a comprehensive approach to neighborhood revitalization is good for Joplin's economy and will be good for

historic preservation. Chapter 6 emphasizes goals 1-Community Identity, 3-Economy and Quality of Life, 4-Community Engagement, and 7-Neighborhood Revitalization presented in *Chapter 3, Preservation Approach*. The plan supports the city's Neighborhood Services initiative as a centerpiece of its preservation approach and a means through which neighborhood revitalization can be achieved. Recommendations for Joplin's neighborhoods are organized under four topical headings:

- Neighborhood Organization and Engagement;
- Neighborhood Planning;
- Targeted Neighborhood Revitalization; and
- Promoting Good Maintenance.



Joplin neighborhoods have a wide variety of historic homes.

6.1 NEIGHBORHOOD ORGANIZATION AND ENGAGEMENT

A primary strategy for the preservation of historic resources in Joplin is neighborhood revitalization led at the grassroots level by residents and home owners. Through neighborhood revitalization initiatives, home ownership will increase, property values will rise, and individual historic homes will be better appreciated and cared for.

The city's role is to do everything within its power to (1) improve the character and quality of neighborhoods, (2) empower homeowners to organize and collaborate in neighborhood improvement initiatives, and (3) attract markets to Joplin's neighborhoods. This work can be organized in part through the city's Neighborhood Services program in partnership with other city departments, local

organizations, and—most importantly—local homeowners themselves. The recommendation below address the organization and engagement of residents and homeowners in Joplin's neighborhoods.

RECOMMENDATION 6.1.A: Identify bounded neighborhoods throughout Joplin that are viable natural community units to which local residents feel an affinity and that can serve as an organizing structure for planning and grassroots action.

- Identify local **Individual Neighborhoods** throughout the city of Joplin which residents feel a part of and which can serve as cohesive units for homeowner interaction and collaboration. The Neighborhood Services Division has recently identified thirty-two individual neighborhoods for consideration. Work with local residents to confirm appropriate geographical boundaries, names, and possibilities.

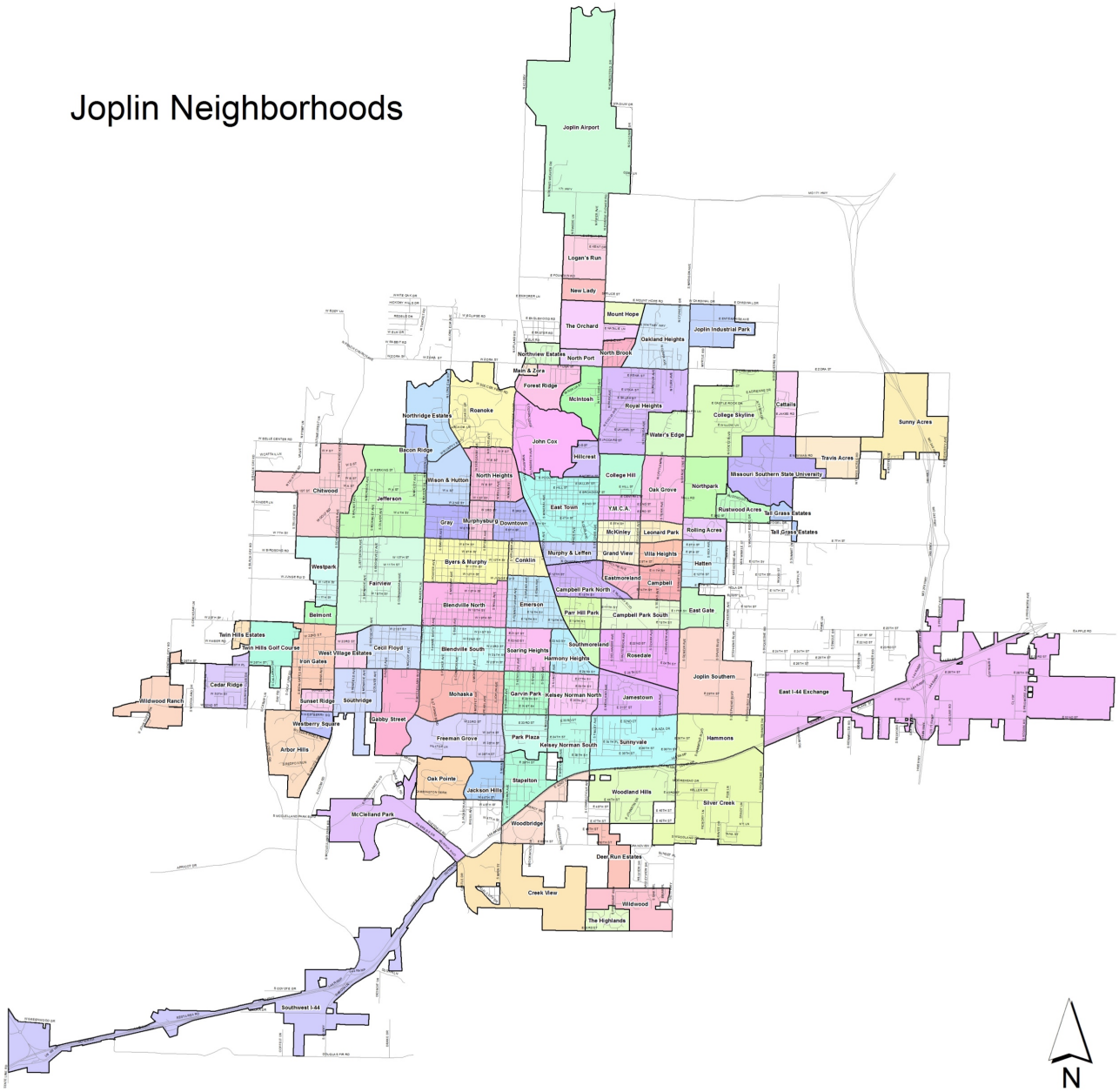
- For planning purpose, identify larger **Neighborhood Planning Areas** in Joplin that combine individual neighborhoods that are in proximity to each other; are connected; and share common character, attributes, amenities, and interests. Use Neighborhood Planning Areas to coordinate community planning initiatives and to encourage individual Neighborhood Associations to communicate and collaborate with each other.

RECOMMENDATION 6.1.B: Create a culture of neighborhoods in Joplin by supporting the establishment of Neighborhood Associations as forums for grassroots leadership in neighborhood and community revitalization.

- Support the establishment of **Neighborhood Associations** in the individual neighborhoods identified within Joplin. Provide a city-wide organizational structure through which they may work. Empower residents to form and grow effective Neighborhood Associations through which residents may be encouraged to identify and work on issues pertinent to their area.

- Establish a city-wide **Neighborhood Advisory Council** to serve as a leadership entity representing Neighborhood Associations throughout the city. Have the Council organize the Roundtable noted below, serve as an information conduit for Neighborhood Associations and residents, and advise the city on policy and planning matters.

- Provide organizational support for Neighborhood Associations through the **Neighborhood Services Division** of the Planning Department. Proactively encourage and assist Neighborhood Associations in becoming effective grassroots organizations. Provide staff assistance, guidance, and small amounts of funding to active Neighborhood Associations for basic administrative needs such as meeting organization and communication with residents.



Joplin neighborhoods identified by the city's Neighborhood Services Division.

- Establish a **single point of contact** within Neighborhood Services to be a liaison for Neighborhood Associations in communication with the city and coordination with city neighborhood revitalization and planning programs.

- Establish a guidebook and conduct local workshops to promote **best practices** for Neighborhood Associations that can be adapted to individual neighborhood circumstances.

- Establish a city-wide **Neighborhood Association Roundtable** through which Neighborhood Associations can network with each other. Conduct a series of three to four **yearly workshops** in which Neighborhood Associations gather to share information and experiences and participate in technical assistance programming.

- Create a network of **mentoring relationships** in which organizationally successful Neighborhood Associations advise and assist developing Neighborhood Associations. Coordinate the mentoring through the Neighborhood Advisory Council and Roundtable.

- Support a **Neighborhood Involvement Initiative** in organizing and conducting work and clean-up programs as a means of encouraging the involvement of local residents in their Neighborhood Associations.

- Create a program of **small grants** available to active Neighborhood Associations for special projects that support neighborhood revitalization goals.

- Create an **awards program** to recognize and publicize Neighborhood Associations' successes. Feature one of the annual Roundtable workshops noted above as an event to present the awards.



Many of Joplin's residences are small, some are tiny, like these two side-by-side homes. They have great character and are suited to particular markets.

RECOMMENDATION 6.1.C: Identify a range of possible programs and ideas that Neighborhood Associations can use to encourage grassroots participation and engagement.

- Consider using a system of **Block Captains** to organize residents block by block within a neighborhood and to serve as points of contact, conduits, or representatives for local residents. Each Block Captain could be in charge of a few blocks and help involve and engage residents in community activities.

- Implement an **adopt-a-neighborhood** program in which a neighborhood institution such as a church or school partners with residents for clean-up activities, events, and community service initiatives.

- Conduct annual **clean-up events** in which neighbors gather for a specific project or general clean-up in public areas.

- Implement a volunteer **neighbor-to-neighbor** program in which a dedicated corps of volunteers helps elderly or other neighbors to address smaller housing and yard maintenance issues—painting, porches, gutters, lawn care, etc.—that help maintain existing homes and prevent a broken window cycle of poor maintenance breeding poor maintenance.

- Implement a **homeowner recognition and appreciation** program to recognize residents who beautifully landscape or care for their houses or yards or who volunteer, provide leadership, or simply add character to a neighborhood.

- Create a **marketing initiative** for neighborhoods. Install entrance signs at neighborhood gateways or on city street signs. Identify and promote neighborhood assets that residents show off to others. Engage local realtors with information on neighborhood organization and character that can be provided to prospective home buyers. Include contact information for the local Neighborhood Association that prospective home buyers can use to learn more about the neighborhood.

- Create **neighborhood brochures** for current residents and **welcome packets** for new residents. Neighborhood brochures can tell the neighborhood's story, highlight its assets, and provide basic contact and other information. Welcome packets can include phone numbers and locations of the neighborhood schools, churches, businesses, community centers, parks, trails, and any other neighborhood assets and services. Neighborhood brochures and welcome packets can promote a sense of community and identity, educate new residents on neighborhood services, and encourage community involvement.

- Encourage neighborhood leaders to attend **educational and training sessions** on community engagement.

- Organize **neighborhood events** such as picnics in the park, children's playgroups, or block parties.

- Form a **neighborhood history** group. Install interpretive signage and artwork in public places within the neighborhood. Prepare an interpretive brochure and walking tour. Prepare and distribute histories of the neighborhood. Install interpretive wood or metal plaques with historic names and dates on historic homes or properties.



Planning can identify neighborhood conditions, opportunities, and strategies for revitalization.

6.2 NEIGHBORHOOD PLANNING

Neighborhood planning undertaken by the Planning Department with public participation should be a basic, ongoing tool for community revitalization and renewal.

RECOMMENDATION 6.2.A: Within the framework of the Comprehensive Plan, undertake a long-term program of neighborhood planning to study neighborhoods, identify issues and opportunities, and determine strategies and actions for neighborhood revitalization.

- Prepare **Neighborhood Plans** for the Neighborhood Planning Areas noted above as well as for Individual Neighborhoods as appropriate. Use Neighborhood Plans as a guide for coordinated implementation of the city's neighborhood revitalization programs. Begin with Planning Areas of need but also with the most possibility for success. Include a strong public

process to engage residents in the planning process. Neighborhood Plans should include:

Introduction and Purpose – background and purpose for the planning work, including any unique aspects of neighborhood character or organization.

Historical Overview – story of the neighborhood's physical development; use the neighborhood histories in the 1990 preservation plan and 2008 Multiple Property Documentation Form as points of reference.

Neighborhood Conditions and Assessment – description of general landscape character, health profile, land use and zoning, circulation patterns, housing profile and conditions, public infrastructure, public facilities and amenities, and public safety; prepare a summary of issues and opportunities.

Vision and Goals – vision, goals, and priorities for the neighborhood as derived through engagement and conversations with residents.

Neighborhood Revitalization Plan – strategies, recommendations, and actions for neighborhood revitalization organized by key topics that need to be addressed, including neighborhood identity, character, circulation, infrastructure, housing, amenities, and programming; identify specific target areas within the neighborhood where projects could be undertaken that could have a broader neighborhood-wide impact.

Implementation Plan – phasing, roles, responsibilities, and funding for implementation of the plan's strategies and actions.

RECOMMENDATION 6.2.B: Prepare Neighborhood Health Assessments on an annual basis as a means of tracking change, identifying need, and setting priorities.

- Use criteria associated with five to seven appropriate **health indicators** in preparing Neighborhood Health Assessments that rate each neighborhood in the city. Such indicators may be related to people, public safety, economic opportunity, housing, and livability.

- Devise a **scoring system** through which the health and condition of individual neighborhoods can be assessed. Use and adapt models established by other communities experienced in performing neighborhood health assessments.

- Use health assessments for individual neighborhoods in **neighborhood planning** as a means of measuring progress.

- Prepare an **annual summary and report** on neighborhood health, including information on individual neighborhoods and city-wide. Identify positive and negative trends. Provide the assessments to City Council and to Neighborhood Associations.



Street trees create neighborhood character. The city's urban forestry program is important to Joplin's quality of life.

- Use the annual reports to **inform the work** of Neighborhood Associations and to coordinate, calibrate, and adjust city planning priorities and activity.

RECOMMENDATION 6.2.C: Use historic preservation concepts and best practices as a core component of neighborhood planning with the goal of preserving and appropriately treating historic residences and enhancing neighborhood character.

- Undertake **historic resource surveys** of neighborhoods as part of the preparation of neighborhood plans. Identify building types, styles, integrity, condition. Identify and map historic residences and other buildings using electronic data collection, formats, and GIS mapping to be included as layers within the city's GIS database and mapping.

- Coordinate the neighborhood historic resource surveys with the standards and survey guidelines of the **Missouri State Historic Preservation Office**. Include an historical overview in each survey that establishes its context with respect to Joplin's historical development as outlined in the 2008 Multiple Property Documentation Form.

- Undertake neighborhood historic resource surveys under guidance of the **Historic Preservation Commission**. Certified Local Government grants may be used to undertake the neighborhood surveys (see Chapter 4).



New development in Joplin is in need of many more young trees for the future.

- Prepare **design guidelines** for residential buildings in Joplin that can be applicable within neighborhoods throughout the city. Include guidelines for the appropriate maintenance, repair, and replacement of historic building fabric; additions and alterations to historic buildings; and the construction of new homes in an existing historic context. Make the guidelines available to residents, builders, and developers. Encourage Neighborhood Associations to make the design guidelines widely available to their residents (see Recommendation 6.4.A below).

- Encourage use of the design guidelines in treatment decisions by residents for the **maintenance and rehabilitation** of historic housing and for the design of new infill housing in neighborhoods.

- Use the **Secretary of the Interior's Standards** for the Treatment of Historic Properties as the basis for the design guidelines (see Chapter 3).

- Prepare the design guidelines with input and oversight by the Historic Preservation Commission and Missouri State Historic Preservation Office. A **Certified Local Government** grant may be used to fund the preparation (see Chapter 4).

RECOMMENDATION 6.2.D: Use Neighborhood Conservation Districts to be developed through the Planning Department as a means through which Neighborhood Associations may guide change in a manner that supports and enhances neighborhood character.

- Develop an **ordinance and process** for the creation of Neighborhood Conservation Districts to establish standards and guidelines for improvements within neighborhoods where the ordinance is adopted. Only implement Neighborhood Conservation Districts upon the initiative of the residents of the individual neighborhoods where they are to be created.

- Work with Neighborhood Associations to identify **character defining features** and attributes of their neighborhoods which should be preserved.

- Upon request, work with Neighborhood Associations that are interested in adopting a Neighborhood Conservation District to guide and preserve neighborhood character. Organize a **neighborhood process** for creation and approval of a conservation district. Create standards and guidelines customized to the individual characteristics of the neighborhood and stated goals of residents.

- Encourage the **recognition of historic attributes** as a component of neighborhood character in neighborhood planning, the development of conservation districts, and the treatment of neighborhood landscapes. Use the Secretary of the Interior's *Guidelines for the Treatment of Cultural Landscapes* as a methodology for the analysis of character defining features in neighborhoods and as a philosophical basis for their treatment (National Park Service 2013). Analysis of landscape characteristics should include:
  - Spatial organization and land patterns,
  - Views and vistas,
  - Topography,
  - Natural systems and features,
  - Vegetation,
  - Circulation,
  - Buildings and structures,
  - Small-scale features, and
  - Special considerations.

RECOMMENDATION 6.2.E: Examine the city's Zoning Ordinance for provisions that have a negative impact on neighborhood character, health, and viability. Correct such provisions in the pending Zoning Ordinance update.

- In particular, look for provisions that encourage the **conversion** of single family residences to apartments. Such provisions may be the result of inappropriate zoning district designations or may be an unintended consequence of zoning or use provisions. This trend should be reversed.

6.3 TARGETED NEIGHBORHOOD REVITALIZATION

Joplin's city government includes a number of departments with differing responsibilities that together impact the character of neighborhoods and local quality of life. They include Fire, Health, Parks, Police, Public Works, Economic Development, Building, Neighborhood, and Community Development Departments and Divisions. In planning for Joplin's neighborhoods, the activities of all city departments can be used to help foster change. It is important that these city departments and their programs be coordinated in their potential impact upon neighborhood character and health.

This section recommends identifying targeted areas within neighborhoods where city projects and initiatives can be combined and focused to create positive change. The recommendations of this section should be coordinated with those related to neighborhood planning in section 6.2 above.

Potential focus areas should be identified through neighborhood planning and through dialogue with neighborhood residents. Existing conditions should be assessed, and locations where the most impact can be realized should be selected. A variety of programs and resources from different city departments and funding resources can then be brought to bear on those selected focus areas.

Projects and resources might include infrastructure improvements, tree planting, park maintenance and improvements, trails, home maintenance assistance, home rehabilitation, new infill housing, private sector financial incentives, community events, and others as appropriate. Private and non-profit projects and resources can be sought as well, particularly those of anchor institutions located within the neighborhood.



Local schools are neighborhood anchors and attract home buyers.

It is recommended that two neighborhoods be selected for concentrated planning and programming to be undertaken over a two-year period. Implementation projects would be phased and continue for longer as appropriate. After the first two-year period, a second pair of neighborhoods would be selected through a competitive application process to begin planning for a second two-year period, and so on, as more neighborhoods are engaged over time. Impacts can be assessed on a yearly basis, especially through annual neighborhood health assessments, and programs can be adjusted.

As outlined below, selected neighborhoods be should those that have strong local leadership in place capable of marshalling involvement and action from local residents. It is suggested that one low-income neighborhood and one moderate-income neighborhood be selected to participate within each two-year period. Selected neighborhoods should be those where efforts will make a difference and transformation is possible. Other neighborhoods should be made aware of the criteria and conditions for selection and should be assisted in working to meet those criteria and conditions through the Neighborhood Services program discussed in section 6.1 above.

Federal and State Assistance and Support

The federal Department of Housing and Urban Development (HUD) provides support to low income neighborhoods across the country, and Joplin neighborhoods have benefited from the city's participation in their programming. Joplin receives Community Development Block Grants (CDBG) that the city uses primarily for infrastructure improvements within designated low income neighborhoods. In 2016, the city received $390,701 for neighborhood revitalization activities.



Churches also strengthen neighborhoods and serve as anchors for neighborhoods.

Joplin also uses CDBG funding to support programs related to the homeless and for other public service activities. Funding also supports staffing in the city's planning department to enable work on neighborhood revitalization.

Funding received by the city through HUD's HOME program provides money for direct action in meeting Joplin's affordable housing needs. Programs undertaken in partnership with non-profit organizations include housing rehabilitation projects and the construction of new housing. Approximately $357,000 was spent on HOME projects in Joplin in 2016.

Finally, Missouri's Abandoned Housing Act, enacted in 1993, permits courts, upon petition, to transfer ownership of vacant, neglected, tax-delinquent properties to nonprofit organizations for rehabilitation, a mechanism used by communities to address unnecessary blight that is adversely affecting older neighborhoods. In order to be eligible, a property has to be vacant for six months, delinquent on taxes, and a nuisance to the community. Joplin has begun to use this state act to rehabilitate neglected houses in low income neighborhoods using a portion of its CDBG funding. Once complete, the rehabilitated house is sold back into the private sector, a material improvement in neighborhood revitalization.

City programs are important to the preservation and appropriate treatment of historic residences throughout Joplin and may be used for targeted action in specific neighborhoods. The resources available through city departments are important tools that can be marshalled to spark and provide momentum toward positive change.

RECOMMENDATION 6.3.A: Through the Planning, Development, and Neighborhood Services Department, select two to three neighborhoods every two years for targeted planning, projects, and support for revitalization.

- Select neighborhoods with current **active leadership** and community support for targeted action.
- Have the **Neighborhood Services Division** take the lead in day-to-day contact and communication with local leaders and residents.
- Work with local leaders to establish a strong and lasting **Neighborhood Association**.
- Include a strong **public participation** process to gather public input, empower residents, encourage participation, and emphasize local responsibility.
- Use the Neighborhood **Health Assessment criteria** and process to help determine needs and gauge success.
- Concentrate upon improving **private sector appeal and investment**. As primary goals, work toward conditions where home ownership is increased, property maintenance improves, real estate market interest increases, property values rise, infill housing is encouraged, and residents are engaged.

- For each two-year period, select at least one neighborhood that is on the **verge of success** and would benefit from added support and assistance.

- For each two-year period, select at least one neighborhood that is a **Neighborhood Improvement District** qualified for application of federal HUD and CDBG funding.

- Work with each neighborhood to determine **needs,** priorities, direction, and actions.



Vacant buildings of good quality are located in many Joplin neighborhoods.

- Prepare a **Neighborhood Plan** for each selected neighborhood as outlined in section 6.2 to assess existing conditions, develop programming, and guide the implementation of short, medium, and long-term projects.

- **Coordinate implementation** of Neighborhood Plans across city departments through the Neighborhood Working Group noted below. Use city infrastructure maintenance and capital improvement projects to directly support neighborhood revitalization.

- Use the **Secretary of the Interior's Standards** for the Treatment of Historic Properties to guide planning and treatment decisions for historic buildings and landscapes in neighborhood revitalization (see Chapter 3).

- Use **design guidelines** for Joplin's residential neighborhoods, discussed above, in neighborhood planning and implementation, including the implementation of infrastructure improvements; the treatment of historic houses; and planning related to the placement, form, character, and appearance of infill housing. The purpose of the use of design guidelines is to reinforce historic neighborhood development patterns and overall community character.

- Have the **Historic Preservation Commission** participate in neighborhood planning and the monitoring of rehabilitation treatments undertaken through neighborhood revitalization.

RECOMMENDATION 6.3.B: Coordinate the work of the various city departments that have an impact on neighborhood character both for targeted neighborhoods and city-wide. Use the services and resources of all of the departments in the development of neighborhood plans and their implementation.

- Create a **Neighborhood Working Group** under Joplin's Planning Director with representation from the various city departments and programs affecting neighborhoods. Define roles and responsibilities. Through the Working Group, involve the departments in neighborhood planning and project implementation.

- Make the Neighborhood Working Group responsible for **coordinating projects** and initiatives related to neighborhood revitalization.

- Use the city's Public Works programs to implement **targeted infrastructure improvements** identified in the city's Neighborhood Plans with the goal of encouraging private sector investment and revitalization (see Recommendation 6.3.C below).

- Use the city's **Community Development Block Grant** and **HOME** programs for targeted projects in lower income neighborhoods as part of the broader revitalization strategy.

- Develop a policy for identifying and preserving **historic streetscape infrastructure**, including brick streets and sidewalks, in locations where they are still present. Identify historic streetscape infrastructure components and character defining features in Neighborhood Plans. Include streets, sidewalks, curbs, inlets, alleys, retaining walls, street trees, signage, and other streetscape components. Involve all city departments planning for, maintaining, and undertaking projects where historic materials may be disturbed.

- Recognize the importance of mature street trees to the appealing character of historic neighborhoods. The role of the city's **Forestry Program** in maintaining existing street trees and planting new

replacement trees should be supported. Best practices for the urban landscape environment should be followed.

- Use **community policing** to establish connections between the Police Department and residents of neighborhoods in making neighborhoods safe. Engage Neighborhood Associations in policing forums with local residents. Identify problem areas within specific neighborhoods. Develop combined city/neighborhood approaches to addressing identified issues and areas. Consider developing neighborhood watch programs, if appropriate.



Poor maintenance impacts neighborhood character and lowers property values.

RECOMMENDATION 6.3.C: Use coordinated city infrastructure projects and other initiatives within specific selected Focus Areas to serve as a catalyst for neighborhood revitalization.

- Through Neighborhood Plans and work with targeted neighborhoods, identify specific **Focus Areas** where concentrated public investment has the potential to create a critical mass of improvements, to visibly transform, and to have impact in stimulating investment by adjacent property owners.

- Use targeted Focus Areas to help increase property values and **leverage positive change**.

- Identify potential Focus Areas for investment through **analysis, planning, and discussion** with residents. Emphasize needs identified by residents.

- Identify **anchors** within neighborhoods that provide solid points of support and contribute to a neighborhood's identity, health, and stability. Existing anchors may include community institutions; sites of long-term private investment; and neighborhood amenities that attract residents, serve as destinations, lend stability, and help make areas appropriate for residential investment. Anchors may include schools, churches, parks, trails, commercial areas, stable groupings of homes, etc.

- Identify areas within the neighborhood that are **strong**, stable, exhibit staying power, and have attracted recent investment.

- Identify **underachieving areas** that have the potential to become stronger given an appropriate stimulus.

- Identify **areas of weaknesses** with the highest concentrations of negative conditions such as low homeownership, poor maintenance, vacant/boarded houses, poverty, substandard infrastructure, and high crime.

- Identify strategies that will **dilute the concentration** of weak areas, giving surrounding areas a greater chance to revitalize on their own. The less concentrated that weak areas become, the fewer the social problems that develop and the less entrenched the weakness will be.

- Implement a coordinated package of **targeted public investment** in selected Focus Areas that have the potential to be transformed. Link these areas to adjacent anchors and areas of neighborhood strength. Address issues of need or weakness that, if changed, have the ability to allow the area to transform. Select areas and actions that will leverage private investment, attract homeowners, and provide benefit to the greatest number of people possible.

- Customize the plan to the neighborhood to meet the needs and possibilities of the specific Focus Area. **Concentrate the investments** to have a clear and visible impact. Avoid diluting the investments by spreading them too thin or over too wide an area. Each Focus Area may require a different combination of strategies, actions, and investments.

- Include the use of **Community Development Block Grant** funding for targeted infrastructure improvements in Focus Areas within low income neighborhoods to generate positive change.

- Use **HOME** funding to support non-profit organizations implement home **rehabilitation projects** for existing houses and new **infill housing** to fill gaps in neighborhoods in Focus Areas with low income pockets. Make sure that work is in accordance with design guidelines and the Secretary of the Interior's *Standards*, reinforcing existing neighborhood character.



Good maintenance makes properties appealing and saleable.

6.4 PROMOTING GOOD MAINTENANCE

Encouraging the appropriate maintenance of historic homes in Joplin's neighborhoods by private homeowners is the most important and effective way to preserve historic buildings and historic neighborhood character. Most historic residences in Joplin are small in size and relatively easy to maintain. By providing good information through a variety of forums, appropriate historic preservation principles and techniques can be made more common among the city's homeowners.

The poor maintenance of residential properties has been a problem in every historic neighborhood in Joplin. In some cases, maintenance issues are due to poverty, and in other cases to a culture of neglect by specific property owners. Poor maintenance has been a particular issue for rental properties, an especially frustrating circumstance for surrounding homeowners. That poor maintenance is an issue in every historic neighborhood is testament to the egalitarian and mixed-income nature of Joplin's neighborhoods, which is an asset.

Issues related to poor property maintenance need to be raised and addressed first by surrounding homeowners, and Neighborhood Associations should be a forum for addressing this issue. In some cases, neighbors have found that poor property maintenance on a specific property was a solvable issue at the neighborhood level, simply by working with the property owners or by providing assistance, such as to an elderly homeowner who was not capable of performing or paying for maintenance work.

Raising maintenance issues to the city level should be a last resort, but sometimes it is necessary. Poor property maintenance makes neighborhoods unattractive to

prospective buyers and lowers property values. Aside from appearance and economics, blight can be an issue of health and safety.

Joplin has a Housing Code that requires that residential properties be kept in good maintenance and repair.[1] The city also has a Dangerous Buildings ordinance that addresses buildings in all use categories that are a danger to public health and safety.[2] In both ordinances, the city has authorization as a last resort (after repeated notices and citations) to make needed repairs and to file a lien on the property to recover the costs. The Dangerous Buildings ordinance is under the jurisdiction of Joplin's Building Board.

An aggressive effort to enforce the Housing Code was made in 2007 but was resisted by the owners of rental properties. Since then, enforcement has been limited to the most dangerous and egregious situations. The experience was an impetus to initiate the city's neighborhood Services program, engaging residents at the grassroots level.



Neighborhood Associations should lead the effort to achieve compliance with housing maintenance standards and codes.

Going forward, it is important that property maintenance concerns be initiated by residents in local neighborhoods. Issues should be examined on a case-by-case basis, and efforts should be made to resolve them locally, if possible. Neighborhood Associations should be used as forums to raise and resolve problems using best practices for neighborhood engagement.

[1] Joplin Code of Ordinances, Chapter 26, Article XII; the Housing Code was adopted in 1971 and should be updated.

[2] Joplin Code of Ordinances, Chapter 26, Article IX.

When raised to the city level, local support is important in enabling effective action. Neighborhood Associations should play an important role here as well, identifying issues and organizing residents to speak up. An effective code enforcement policy supported by local residents is an important means of preventing the worst conditions that can adversely affect a neighborhood and lower property values.



Principles outlined in design guidelines can help homeowners make good home maintenance decisions.

RECOMMENDATION 6.4.A: Provide information and support to homeowners on the appropriate maintenance and treatment of historic residences and historic building fabric.

- Prepare **design guidelines** for residential buildings in Joplin as discussed above focused on the appropriate maintenance and treatment of historic building fabric. Include guidelines for the maintenance, repair, and replacement of historic building fabric; additions and alterations to historic homes; and the construction of new homes in an existing historic context. Make the design guidelines available online. Promote their use in a variety of forums. Encourage Neighborhood Associations to make the design guidelines widely available to their residents (see Recommendation 6.2.C above).

- Use **Neighborhood Associations** as a way to promote interest in the significance of historic residences and the appropriate maintenance and treatment of historic building fabric. Conduct programs and workshops in neighborhoods for the benefit of local residents.

- Through **Historic Preservation Commission programming**, discussed in Chapter 4, conduct **city-wide workshops** on the maintenance and treatment of historic building fabric. Provide forums where homeowners can consult craftsmen and obtain information and technical assistance on their specific issues.

- Provide **technical assistance** to selected Neighborhood Associations that have reached a level of achievement as a special service and recognition. Recruit architects and craftsmen to provide advice to individual homeowners within the neighborhoods on an organized volunteer basis.

RECOMMENDATION 6.4.B: With active neighborhood support, provide code enforcement services to require minimum standard levels of building maintenance and support neighborhood revitalization.

- Make the **code enforcement staff** a central part of the Neighborhood Working Group discussed above. Underscore the important role they play in preserving neighborhood character, stabilizing property values, and protecting public safety. Adapt policies and procedures to support the goals outlined in Neighborhood Plans.

- Have the code enforcement staff **participate** in the development of Neighborhood Plans, particularly in the identification of neighborhood issues and the assessment of building conditions.

- Engage **Neighborhood Associations** with demonstrated local support in requesting that code enforcement services be provided within their neighborhoods.

- Enforce the city's **Housing Code** that requires the maintenance of housing to basic minimum standards to prevent blight, maintain public safety, and preserve surrounding property values.

- Prepare **criteria and guidelines** for the maintenance and securing of vacant buildings in Joplin. Publicize the criteria and guidelines to landlords, realtors, contractors, Neighborhood Associations, and others. Use the criteria and guidelines in code enforcement.

- Review code enforcement procedures. Adopt **procedures** and provide the **resources** necessary to resolve code violations swiftly, consistently, and fairly.

- Adopt code inspection policies to emphasize **early intervention** and the stabilization, protection, and maintenance of threatened buildings with the goal of preventing the need for demolition. Be proactive.

- Create an **Intervention Fund** through the Planning Department that can be used to stabilize threatened buildings in residential neighborhoods either as a grant or code enforcement action.



An intervention fund can help stabilize threatened buildings worth saving.

RECOMMENDATION 6.4.C: In coordination with and with support from Neighborhood Associations, use regulatory means to support the interests of local residents in the maintenance and revitalization of their neighborhoods.

- Expand use of Missouri's **Abandoned Housing Act** to transfer the ownership of vacant, neglected, tax-delinquent properties to nonprofit organizations for rehabilitation, returning neglected properties to private ownership as homes that contribute to the character, quality, and life of the neighborhood.

- Establish a **rental license program** to register and inspect rental properties in single family residential zoning districts to ensure that properties comply with minimum city maintenance standards as established by code. Obtaining a rental license would be the responsibility of the property owner, be obtained on a yearly basis, and include a minimal yearly fee. Apply fees to code enforcement activities. Inspections of rental properties and rental units would be undertaken every three years by the city's code enforcement staff.

- Establish a yearly **vacancy fee** to apply to properties that remain vacant over an established period of time. Apply the fees collected to code enforcement activities.

- Adopt a **demolition-by-neglect ordinance** with funding for the abatement of code violations.

- Establish **permit fees for demolition** equivalent to the annual property tax due for the property being demolished. Assign revenues collected to the Intervention Fund. All buildings approved for demolition should be **documented** in drawings and photographs to standards to be established by the Historic Preservation Commission.



CHAPTER 7 – COMMERCIAL CORRIDORS

Joplin has extensive roadside commercial development that has grown and changed dramatically since the beginning of the automobile era in the early twentieth century. Joplin's commercial corridors remain an important part of the city's economy, community life, and community character.

Jasper County's growth as part of the Tri-State Mining District led to the early development of paved roads within the county. By 1900, the area was already well connected with an extensive network of national railroads and regional trolley lines. In the first decade of the twentieth century, a system of all-weather roads was constructed throughout Jasper County, in large part because of the ready availability of inexpensive mining chat for use in paving. This construction of local paved roads is much earlier than occurred in most other places. By 1906, the county had 380 miles of macadamized roads (Schwenk 2008:E-24).

Beginning in the second decade of the twentieth century, the Joplin Special Road District began construction of a network of eight concrete roads outside of Joplin proper. The National Highway Act, passed by Congress in 1925, called for an interstate highway from Chicago to Los Angles. Designated as Route 66, construction began in 1928, and Missouri's portion, passing through Joplin, was completed in 1932 (Schwenk 2008:E-25; Simpson 2011:88).

With the increased use of the automobile in the 1920s and 1930s, roadside architecture began to develop along the corridors leading into town. Joplin's illustrated histories feature postcards of tourist courts and small motels along East 7th Street and South Main Street. Gas stations, restaurants, automobile

dealerships, and other commercial businesses developed as well creating a unique set of period architectural resources.

As federal spending on highways continued during the New Deal, Joplin became the junction of two major national highways, Routes 66 and 71. With its local network of paved roads, highway connections, and intersection of railroads, Joplin became a transportation center with twenty major truck freight lines (Renner 1985:65). Warehousing and trucking continue to be important sectors of the local economy today.



East Broadway Street, the original Route 66, in Joplin's historic East Town neighborhood.

Eastmoreland Plaza, Joplin's first suburban shopping center—sixteen acres in area, was constructed on East 7th Street in 1956. Other neighborhood shopping centers soon followed on West 7th, 20th, and 32nd Streets. In the late 1950s, the construction of Interstate 44 began south of the city, connecting Route 71 (Range Line Road) with a turnpike constructed by the state of Oklahoma from the Missouri/Oklahoma state line to Tulsa. Interstate 44 was completed through Missouri and Oklahoma by the late 1960s and became a cornerstone of Joplin's continued prosperity. In anticipation of the interstate, Range Line Road was reconstructed as a four-lane thoroughfare in the late 1950s and attracted motels, restaurants, shopping centers, and other businesses (Renner 1985:78,85).

Joplin's commercial corridors are an important part of the city's history, yet this history has not yet been well studied. Over the decades, retail sites along Joplin's key commercial streets have been continuously redeveloped in response to changing economic forces such that their physical evolution is difficult to discern. Given the importance of the retail corridors to Joplin's economy, a vision for their continuing evolution, enhancing Joplin's regional market position, needs to be a key component of the city's economic strategy. Recognition of the commercial corridors' history and significance can be a part of that vision.

Remaining Resources and Approach

Joplin's older commercial corridors include East 7th Street and South Main Street, together designated today as Business Route 44. Both date in historical significance from the late 1920s into the mid- 1950s and were part of historic Route 66.

East 7th Street has continued to evolve over the years with a significant amount of new development. Few historic roadside commercial structures from the 1920s to 1950 era appear to remain, though an analysis and survey needs to be undertaken. Those that do remain have been dramatically altered. The presence and significance of commercial building and landscape resources from the mid-1950s to the present along East 7th Street needs to be assessed.

South Main Street between 10th and 20th Streets has a significant amount of historic building fabric remaining, including historic buildings from all of Joplin's roadside commercial periods. Most of these buildings have a high degree of historic integrity, even though some have been poorly treated and maintained. Many of the buildings are small in scale, widely spaced apart, close to the road, and may be difficult to reuse—lacking the size and density generally desired for contemporary businesses. However, this corridor is a significant future growth corridor with great character and great potential. Several significant historic buildings along South Main Street have been rehabilitated and reused and serve as models for future investment.

Below 20th Street, buildings along South Main Street were destroyed during the 2011 tornado. As an element of Joplin's tornado recovery, South Main Street within the tornado recovery area (north to 15th Street—the area's official northern edge) has been designated as a Mixed-Use Development Overlay District to be developed with new construction in accordance with design standards outlined in the 2012 Comprehensive Plan.



Historic commercial building along East Broadway Street.

Range Line Road is the king of Joplin's commercial corridors. Redesigned and rebuilt in the late 1950s and dramatically developed with the construction of U.S. I-44, Range Line Road is a regional commercial attraction, drawing shoppers from throughout the four-state area of southwest Missouri. Range Line Road's retail commercial infrastructure is much larger than could be supported economically solely by the local market. Its vibrancy is critical to the city's tax base as well as being a major employer.

New commercial development continues to be introduced along the corridor. The design quality of the streetscape experience, however, could be improved. South Range Line Road has been designated as a Planned Development Corridor for multi-use commercial development in the 2012 Comprehensive Plan as part of the tornado recovery program. The corridor's historical development since the late 1950s should be reviewed and assessed, and its vibrancy and diversity could be celebrated as part of a vision for the corridor's future.

The 2012 Comprehensive Plan is outlined in Chapter 1. The plan also designates 20th Street, 26th Street, and Connecticut Avenue as Planned Development Corridors for multi-use residential-commercial-office/institutional development.

Other roadside commercial areas are prominent in Joplin as well, such as West 7th Street and connected areas. The Comprehensive Plan designates some of these areas as Future Infill Corridors, where future development is expected to occur. Future Infill Corridors for multi-use residential-commercial-office/institutional projects have been designated along North Main Street and West 32nd Street. Future Infill Corridors for multi-use commercial projects along Range Line Road North, Schifferdecker Avenue, Maiden Lane, and East 20th Street (east of Range Line Road).

This Historic Preservation Plan embraces the concepts of mixed-use development and connectivity outlined in Joplin's 2012 Comprehensive Plan. However, the Comprehensive Plan addresses itself primarily to the tornado recovery area and does not speak adequately to earlier, more central and historic portions of the community.

This Historic Preservation Plan recommends that commercial corridors *throughout* Joplin be assessed for historical significance, current function, and potential character and that long-term design improvements be planned to improve their character and appeal. The preservation plan recommends that older commercial and residential portions of the community be revitalized and enhanced as a fundamental strategy for future growth, building on concepts of the 2012 Comprehensive Plan and filling out its recommendations beyond its focus on the tornado recovery area. The City of Joplin should focus on strengthening existing commercial corridors and neighborhoods rather than promoting new development and construction in yet undeveloped areas around the community's edges.

In outlining recommendations related to this strategy, Chapter 7 emphasizes the goals 1-Community Identity, 3-Economy and Quality of Life, and 8-Commercial Corridors presented in *Chapter 3, Preservation Approach*. Recommendations for Joplin's commercial corridors are organized under three topical headings:

- Joplin's Commercial Corridors;
- Survey and Preservation; and
- Transportation and Corridor Enhancement.



Early commercial building along East Broadway Street.

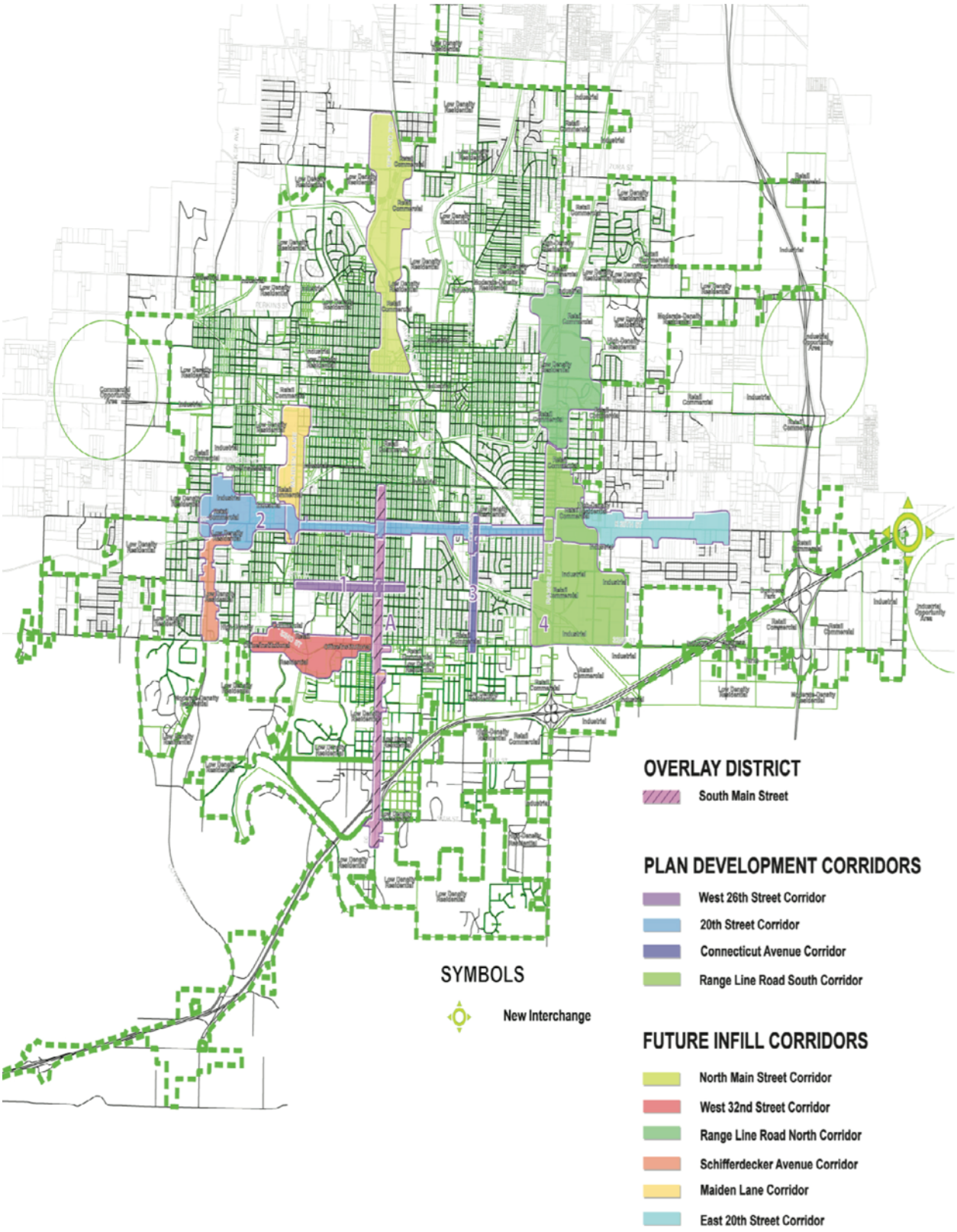
7.1 JOPLIN'S COMMERCIAL CORRIDORS

This Historic Preservation Plan embraces the mixed-use development and connectivity concepts of Joplin's 2012 Comprehensive Plan but recommends that these concepts be applied to older, historic commercial corridors within the city as well, not just to new development within the tornado recovery area and/or new growth around the city's edges.

The city's commercial corridors should be analyzed and planned with respect to their roles in the city's life and economy. These roles can be thought of as being of regional, city-wide, and neighborhood significance. Different long-term approaches should be developed for each in terms of markets to be served, businesses to be attracted, streetscape improvements, and experience. The 2012 Comprehensive Plan takes this general approach but limits its scope and vision, not embracing all of the city's commercial corridors and limiting its recommendations.

Regional Commercial Corridors

Regional commercial corridors are those that primarily serve the larger regional market and are key to the city's long-term economic strategy. They include Range Line Road for its retail commercial activity and the Hearnes Boulevard (southern extension of South Main Street) and West 32nd Street area in the vicinity of Mercy and Freeman Hospital for their regional healthcare services. Both areas are key to Joplin's economic health.



Development Corridors within the 2012 Comprehensive Plan.

Range Line Road has a long history of commercial development going back to the late 1950s. The corridor has continued to develop and change as retail formats have evolved. Because of its critical role in funding the city's administration and services, Range Line Road needs to be vibrant and competitive as a regional draw—it needs to be the regional leader in retail shopping.

This requires a long-term plan and strategic investment. Competing commercial areas are developing in other communities within the four-state region. Over time, these commercial areas could grow to the extent that they threaten Joplin's regional dominance. Range Line Road needs to stay at the top of its game to maintain its leadership over the long term.

While beyond the scope of a typical historic preservation plan, this discussion relates to historic preservation in Joplin because of Range Line Road's historic role in the city's commercial life dating back to the late 1950s. While much of the historic building and landscape fabric developed in the 1950s and 1960s is gone, the overall pattern of commercial activity has had consistency in character and use, and Range Line Road is of historical significance to Joplin's modern development.



Today's Range Line Road lacks appealing streetscape character.

A vision for the future of Range Line Road should celebrate its historical significance and highlight its continuing role. From a historic preservation perspective, the corridor's dynamic visual character should be emphasized. Historic patterns and any remaining historic commercial building resources that might remain should be identified. Continuing dynamic change should be embraced.

The physical design of the streetscape should be vibrant, dynamic, attractive, fun, and easy to understand from an automobile. While the historic character of the strip development from the 1950s to the present in general might be visually unattractive and unappealing, future planning should seek to create a more

appealing streetscape, making Joplin's primary commercial corridor more attractive.

The future of the Range Line Road streetscape should include an abundance of street trees, colorful and creative signage, landscape buffer areas, and an easy-to-navigate street system. Well thought-out design guidelines implemented as new development occurs could achieve this over time in combination with well designed public infrastructure improvements.

The Hearnes Boulevard and West 32nd Street area in the vicinity of Mercy and Freeman Hospital is in an ongoing process of redevelopment in the wake of reconstruction following the 2011 tornado. Mercy Hospital was destroyed in the tornado, while Freeman Hospital and other healthcare facilities were heavily damaged. All have been redeveloped as state-of-the–art facilities. This area focuses upon providing healthcare and related services to the regional market. While the two hospitals are the anchors, an array of supporting healthcare businesses and services are developing along Hearnes Boulevard and 32nd Street.

The character of this area is more business-like than retail oriented. While retail businesses are present, the streetscape character is more restrained than that along Range Line Road. Design guidelines for the corridor, outlined in the 2012 Comprehensive Plan, should be of the highest quality and should emphasize landscaping.

Range Line Road and Hearnes Boulevard should be fully connected by 32nd Street from a design perspective. Both interchanges with I-44 should serve as primary gateways to the city, with well-designed entrance landscapes and clear wayfinding signage that connects with all areas of the city.



Hearnes Boulevard within the tornado recovery area lacks trees and landscape buffers despite recent redevelopment.

City-wide Commercial Corridors

Other streets within Joplin serve as city-wide commercial corridors that provide service primarily to city-wide residents. Most prominent among these historically are East 7th Street and South Main Street, historic Route 66 and currently Business Route 44. As noted above, East 7th Street has been largely redeveloped over the decades, and few historic resources dating before the mid-1950s appear to remain. The character of the streetscape has not been of primary concern as this corridor has been redeveloped, and going forward the implementation of design guidelines as new development occurs would improve its character over time.

South Main Street between 10th and 20th Streets retains a significant number of historic resources, as noted above, and redevelopment over time can create an area of very interesting character, incorporating historic buildings and adjacent neighborhoods into new mixed-use development. While this area appears vacant and struggling today, as the city grows it will develop, and the corridor's historic resources should be preserved to be part of that new development.

West 7th Street, Schifferdecker Avenue, and other streets with commercial development also serve a city-wide market. Most of the development along these streets is recent, and few historic resources are present. Nonetheless, the implementation of high quality design guidelines along these corridors over time will improve their character and help integrate the corridors into the historic fabric of surrounding neighborhoods, enhancing overall quality of life.



South Main Street has many historic buildings of great character awaiting redevelopment and reuse.

Neighborhood Commercial Corridors

Localized areas of commercial development within the city can be identified as neighborhood commercial corridors, small areas that are closely tied within or adjacent to existing neighborhoods. In preparing this plan, we have not identified

such areas, which is closely related to the priorities and approaches outlined in Chapter 6, Joplin's Historic Neighborhoods.

The delineation of neighborhoods and neighborhood planning areas as outlined in Chapter 6 should include the identification of neighborhood commercial corridors. These areas are neighborhood anchors. The degree to which the physical and programmatic relationships these commercial areas have to their surrounding neighborhoods should be strengthened through the neighborhood planning discussed in Chapter 6.

The point of this discussion is that the 2012 Comprehensive Plan stopped short of looking at all of Joplin's commercial corridors together, organizing them into a coherent pattern, and planning holistically for their future. The general approach outlined in the Comprehensive Plan is good. It just needs to be expanded to understand and include all of the corridors and to incorporate historic resource values and methodologies into its planning and implementation.

RECOMMENDATION 7.1.A: Update the 2012 Comprehensive Plan to create a comprehensive, structured approach to the development of commercial corridors. Distinguish between regional, city-wide, and neighborhood commercial corridors. Emphasize the revitalization of older commercial corridors within Joplin's historic core.

- Analyze and assess existing commercial corridors and their roles within the city. Distinguish between **regional, city-wide, and neighborhood commercial corridors** and develop goals and strategies tailored to the opportunities, needs, and characteristics of each in concert with the city's broader economic strategy.
- Recognize Range Line Road and connected areas as a **regional commercial corridor** critical to Joplin's economy and the city's financial base. Develop strategies for its long-term viability in continuing to attract regional shoppers in the face of anticipated competition from growing commercial areas in other communities. Develop its interchange with I-44 as a southern gateway to Joplin.
- Recognize Hearnes Boulevard and West 32nd Street in the vicinity of Mercy Hospital and Freeman Hospital as a **regional commercial corridor** providing healthcare services to residents throughout the Tri-State Region. Emphasize West 32nd Street connecting Freeman Hospital and Hearnes Boulevard to Range Line Road as a Planned Development Corridor of regional commercial importance, linking the city's two regional commercial corridors and focusing on support services and businesses. Develop the Hearnes Boulevard interchange with I-44 as a southern gateway to Joplin.
- Recognize the other Planned Development Corridors and Future Infill Corridors as **city-wide commercial corridors** hosting businesses and services important primarily to city residents.
- Recognize East 7th Street and South Main Street (Business Route 44) as a city-wide commercial corridor of historical significance and economic

importance, worthy of special focus in Joplin's revitalization. Extend the **South Main Street Overlay District** from 15th Street to 10th Street to encourage mixed-use development that revitalizes the area and connects to Downtown Joplin. Develop guidelines for the overlay district that require the rehabilitation of historic buildings and their incorporation into mixed-use projects.

- Recognize West 7th Street and other commercial areas as city-wide or neighborhood commercial corridors as appropriate. Develop strategies, guidelines, and projects to **connect neighborhood commercial corridors** to adjacent residential neighborhoods both physically with sidewalks and trails and in terms of landscape character.



Historic residential buildings, some now used for business, along South Main Street near the tornado zone.

7.2 SURVEY AND PRESERVATION

Joplin has at least three periods of historical development of its commercial corridors—the pre-highway period of about 1900 through the mid-1920s, the state and national highway period of the late 1920s to about 1950, and the interstate and suburban development period from the mid-1950s to the present. As discussed above, because of the pace of change and redevelopment along Joplin's commercial corridors, few historic commercial buildings appear to remain except in a few specific areas.

The historical development of Joplin's commercial corridors has not been adequately studied and documented. The 2008 Multiple Property Documentation Form prepared for Joplin provides a framework for such study and outlines a structure and methodology for surveying Joplin's commercial buildings.

In continuing to survey the city's historic resources as recommended in Chapter 4, Joplin's Historic Preservation Program, buildings and landscapes along Joplin's commercial corridors should be grouped as a distinct topic for survey and documentation. In planning for its commercial corridors, the city should study the historical development of its commercial corridors, identify remaining historic

commercial buildings and landscape characteristics, and incorporate historic resources into future planning and development.



Historic gas station along South Main Street.

RECOMMENDATION 7.2.A: Undertake a historic resource survey of commercial buildings and landscape characteristics along Joplin's commercial corridors.

- Using Joplin's 2008 Multiple Property Documentation Form as a base, undertake a **survey of historic commercial buildings** along Joplin's historic commercial corridors. Include the routes of historic Route 66, other early state highways, East 7th Street, and South Main Street. Encompass historic commercial developments through the entire twentieth century, including the development of Range Line Road from the late 1950s.

- Use Missouri State Historic Preservation Office **methodologies** and formats in undertaking the survey. Include survey results in city and state GIS databases.

- In undertaking the surveys, note the level of **integrity** of identified historic resources with respect to changes that have occurred over time.

RECOMMENDATION 7.2.B: Prepare a history of Joplin's commercial corridors relating their development to the key historic contexts and themes of the city's growth and economy.

- Building on the Statement of Historic Contexts included in Joplin's 2008 Multiple Property Documentation Form, prepare a history of Joplin's **physical development of commercial corridors**. Relate the history to the story of Joplin's economy, the history of Route 66, Missouri's state and local roads, national highways and the interstate system.

RECOMMENDATION 7.2.C: Using the city's Development Guidelines, create strategies and guidelines for the rehabilitation of remaining historic commercial buildings and their incorporation into new development projects

- Depending upon the number, type, significance, and integrity of remaining historic commercial buildings and landscape features identified in the survey noted above, develop **design guidelines** for the preservation and incorporation of commercial historic resources into the city's Development Standards for commercial corridors. This certainly relates to historic buildings along South Main Street, as discussed above, but it also relates to as yet unidentified commercial historic resources along Joplin's other corridors.



Remodeled historic commercial storefronts along South Main Street.

7.3 TRANSPORTATION AND CORRIDOR ENHANCEMENT

As discussed above, Joplin's commercial corridors are critical to the city's economic future; Joplin's status as a regional retail center is one of three legs of its economic strategy. Other commercial areas are developing within the four-state region that could grow to compete with it. The character of city and neighborhood commercial corridors is important to local quality of life.

Joplin's Comprehensive Plan and recent regional transportation plan emphasize road corridors, connectedness, and multi-modal forms of movement as the focus of strategies creating the city's future urban fabric. The Historic Preservation Plan should recognize this planning and incorporate historic preservation values and interests into its planning and implementation. Streetscape enhancement along Joplin's commercial corridors should strengthen the city's historic character.

The Development Standards included in the 2012 Comprehensive Plan are an important start to streetscape enhancement and have led to new development with generally appealing streetscape character within the areas of Mercy and Freeman Hospitals. However, the existing Development Standards currently only apply to specific corridors identified in the Comprehensive Plan. Recommendation 7.1.A above suggests that the Comprehensive Plan be updated to include all of Joplin's commercial corridors and to create a comprehensive long-term approach to their development.

This approach should include the application of high-quality landscape and development standards to all of Joplin's commercial corridors. Current development standards should be expanded, improved, and made more rigorous with the goal of significantly improving streetscape character city-wide over time. Design standards should be customized to the character of each corridor. Illustrative master plans of specific areas should be prepared to demonstrate the level of quality and design anticipated. The city should work with developers to maximize the enhancement of commercial streets, coordinating public infrastructure improvements with private development improvements.



Historic commercial buildings along Joplin's streetscapes.

Improvement of the character and appearance of commercial streetscapes should be a primary goal. Development and design standards should apply not only to Overlay Districts, Planned Development Corridors, Future Infill Corridors as outlined in the 2012 plan but to all of the city's commercial corridors.

RECOMMENDATION 7.3.A: Incorporate community character and historic preservation best practices into planning for transportation corridors and quality of life.

- Emphasize planning for **sidewalks, trails, and public open space** as a network of community amenities and enhancements to support neighborhood revitalization, homeowner investment, and quality of life throughout Joplin.

- Include **historic preservation principles** and standards for the rehabilitation and enhancement of historic streetscapes and landscape corridors as outlined in Chapter 3 in transportation and community planning.

RECOMMENDATION 7.3.B: Develop, adopt, and implement high quality design guidelines and standards for Joplin's commercial corridors city-wide.

- Prepare **design guidelines and standards** for new commercial development along Joplin's commercial corridors city-wide that can be implemented over time as new development projects are undertaken.

- Create the design guidelines and standards to promote development of beautiful commercial streetscapes that will **enhance the experience** of shopping in Joplin and help maintain the city's leadership as a regional shopping destination.

- Make **streetscape enhancement** a central component of the city's visual identity. Emphasize large canopy trees, green space, and creative signage. Collaborate with retail owners in design and visibility. Over the long term, move utility lines away from primary streets by placing them underground or locating them to the rear of commercial lots.

- Include **customized** design guidelines and standards for different types of commercial corridors—regional, city-wide, and neighborhood commercial corridors as discussed in Recommendation 7.1.A above. For neighborhood commercial corridors, emphasize pedestrian connections and landscaping that blends with adjacent residential streetscapes.



Appealing gateway to the Range Line Retail District along East 4th Street.



CHAPTER 8 – JOPLIN'S STORIES: INTERPRETATION AND ENGAGEMENT

Joplin has a rich and interesting history associated with the Tri-State Mining District and national stories related to the mining industry and economic prosperity. The 2011 tornado is a special story unique to Joplin and its experience of community and recovery.

Storytelling is a way to reach out to and engage residents about Joplin's character and special places. Interpretation can tell the stories of Joplin's natural and urban landscapes, bringing the city's places alive. Natural resources and context are an important part of the city's history and experience, especially the geology and natural systems that produced the ores of the mining district. Through interpretation, public awareness of Joplin's historic building and landscape resources can be increased and support for historic preservation can be encouraged.

Historic preservation advocates recognize the need to build public recognition and support for historic preservation as a component of community character. Interpretation is a means to achieve that end. Heritage and cultural programming are therefore key long-term components of Joplin's historic preservation plan in achieving public outreach.

Heritage tourism can also contribute to Joplin's economic vitality. As a regional shopping destination and commercial center, Joplin is already attracting visitors

from throughout the Tri-State area. As a destination along the historic Route 66 byway, national and international visitors are already traveling through the city.

We need to enhance their experience and make a mark for the city by providing interpretive experiences and further improving Downtown Joplin. As an economic revitalization strategy, interpretation and events can help draw regional and national visitors to Downtown Joplin, extend their stays, and encourage them to come for new reasons. The Joplin Convention and Visitors Bureau is already well aware of and is working on theses strategies. Coordinated city-wide interpretation can help significantly.

Visitors who appreciate historic and cultural attractions also appreciate communities that value their historic character. Heritage visitors want to experience authentic places. They want to learn about the city's history and combine their visits to interpretive sites with interesting dining and shopping opportunities in historic commercial areas such as downtown. Heritage visitors want a complete experience, expect high quality, and are willing to spend more than other types of visitors. They like to linger in the restaurants and other places where residents tend to gather.

Chapter 8 emphasizes the goals 1-Community Identity, 3-Economy and Quality of Life, and 4-Community Engagement presented in *Chapter 3, Preservation Approach*. Recommendations for interpretation and engagement are organized under three topical headings:

- Joplin's History;
- Community Interpretation; and
- Education and Events.



Downtown Joplin can serve as an anchor and orientation point for a city-wide interpretive presentation.

8.1 JOPLIN'S HISTORY

The importance of the work of local historians in undertaking research on Joplin's history cannot be overstated. Local historians know the community well and understand where to look for the details that will illuminate historical subjects and events. The work of the local historians associated with Joplin Museum and Joplin Historical Society over the years has been outstanding, and their collections and research writings are extremely valuable to the community. This work should be encouraged and supported.

As outlined in Chapter 2, in recent years Joplin's historians have produced a series of excellent illustrated histories that use historic photographs to tell the city's story. These illustrated histories are particularly important in documenting the detailed personal and site-specific stories that the historic photographs record.

However, Joplin is in need of a comprehensive contemporary history that tells the history of the city and the Tri-State Mining District in a national context. The most recent history of Joplin that has been written is G.K. Renner's *Joplin, From Mining Town to Urban Center*, published in 1985 to commemorate Joplin's centennial. As recognized in the book's Preface, much of the city's story could not be included in this short volume, and "a rich opportunity awaits any writer who wants to dig deeper into Joplin's past."

Renner's book, though the best currently available, only touches briefly and lightly on many important topics. It obviously does not include developments over the past thirty years, including the seminal tornado of 2011 and its aftermath and recovery. Most importantly, the book does not relate Joplin's story to state and national contexts of settlement, mineral extraction, transportation, environment, society, and economic prosperity.

Like the illustrated histories noted above, Renner's book is engaging and charming and relates a number of local stories well, but it is time for preparation of a new comprehensive professional history of Joplin. Such a history would look at larger themes of the national story and relate in detail how Joplin developed and evolved through them.

RECOMMENDATION 8.1.A: Continue to produce illustrated histories of Joplin using historic photographs.

- Collect and preserve **archives** of historic photographs of Joplin. Collaborate with the owners of private collections to make sure that collections are recognized, recorded, and preserved.

- Encourage the **Joplin Globe** to continue to produce its series on historic photographs of Joplin. The most recent book featured the photographs of Murwin Mosler from the decade of the 1940s.

- Make sure that previous illustrated histories do not go **out of print**. Collect sufficient copies to archive, including copies of Renner's 1985 *Joplin, From Mining Town to Urban Center*, which has gone out of print.



The detailed and painstaking research of local historians is vital to the understanding of Joplin's historic places.

RECOMMENDATION 8.1.B: Produce a new, comprehensive contemporary history of Joplin.

- As a special five-year project, secure funding and produce a comprehensive **contemporary history** of Joplin to build upon and replace Renner's 1985 history.

- Research **examples** of histories of other communities and prepare an outline and summary of the new proposed history. Use the outline and summary to raise funding.

- Build on other histories of Missouri and the Untied States. Use **national themes** and contexts to which Joplin's history relates. Include the region's natural context, early settlement, and development of the Tri-State Mining District. Tell Joplin's early story of growth and city's evolution into today's regional commercial center. Include the story of the 2011 tornado.

- Include **good maps** and relate the history to the illustrated histories and their photographic record.

RECOMMENDATION 8.1.C: Document the history of the 2011 tornado that struck Joplin.

- Support the Joplin Museum in collecting **documentation** on the tornado and creating an archive on the tornado, its aftermath, and its recovery. Include photographs, documents, and other information with as broad a reach as possible.

- Implement an **oral history** initiative on the residents' experience of the tornado and its aftermath. Such an initiative could include school and faith-based support and assistance.

- Write a **history** of the tornado and the recovery through the first five years. Coordinate with other recent histories of the tornado that have been published,

RECOMMENDATION 8.1.D: Continue to undertake focused historical research on specific aspects of Joplin's history and produce papers and professional publications on that research.

- Support the Joplin Museum and **local historians** in research on specific topics of interest. Develop a list of topics that warrant research, filling gaps in Joplin's history and focusing on details of specific places, people, entities, and events. Focus particularly on the story of Joplin's role within the Tri-State Mining District.

- Through the Joplin Museum, Joplin Historical Society, and Post Foundation, seek out **and encourage residents** who might be interested in undertaking research on Joplin's history. Create a local historical research program. Focus on history buffs, retired residents, and students of all ages.





The valley of Joplin Creek near Union Station, now public open space, is the site of Joplin's first mine, around which the city was founded. Long term, Union Station can be developed into an outstanding outdoor interpretive and event site.

8.2 COMMUNITY INTERPRETATION

Interpretation is a means through which residents and visitors can be exposed to Joplin's heritage. It creates awareness about the themes and stories that convey the city's history and relates those themes and stories to authentic places. Through interpretation, residents learn about the places in which they spend their everyday lives and develop awareness and respect for historic and natural resources. Interpretation is a significant way to reach out to Joplin's residents to build long-term support for community enhancement and historic preservation. Interpretation will help build community pride.

Joplin has a fascinating history closely tied to its mining landscape and the historic downtown, neighborhood, building, and landscape resources discussed throughout this plan. A comprehensive city-wide interpretive presentation can be created over time through the interest, coordination, and cooperation of a variety of partners.

The interpretive presentation outlined here is envisioned primarily as an outdoor experience, oriented to residents but of appeal to visitors as well. Like Joplin's public art and mural program, it is anticipated that creative outdoor interpretive exhibits would be installed in many places throughout the city and would be coordinated by themes, storylines, and graphic formats. Residents would encounter the exhibits in neighborhoods, public spaces, and along trails. Visitors would get to know Joplin as a landscape to be explored. Public art would be a key element of the interpretive presentation throughout the city.

It is suggested that the centerpiece of the presentation be Downtown Joplin, the city's historic commercial center, public events center, and home to the city's primary attractions—downtown streetscape, Memorial Hall, a new Performing Arts Center, Spiva Center, and a new Joplin Museum. This suggestion builds on the idea of Downtown Joplin as the center of community identity as discussed in Chapter 5.





The streetscape and public sites in Downtown Joplin can serve as locations for interpretive exhibits.

Wayfinding signage from the city's entrances and gateways would lead visitors to Downtown Joplin, where parking, dining, shopping, and services are provided and where the city's overall interpretive context would be introduced.

Outdoor orientation exhibits located at strategic locations downtown and at other key locations throughout the city would illustrate the city-wide presentation and options for how it could be explored. Introductory exhibits would present Joplin's primary overarching themes and storylines. Interpretive exhibits and public art along the downtown streetscape would tell the story of Downtown Joplin and its role as the region's commercial center and transportation hub. The downtown interpretive experience would be incorporated into the open space planning for the new performing Arts Center and its public mall as well as into master planning for downtown revitalization.

Other sites around Joplin would be identified where different aspects of the city's story could be told. The park and public open space along Joplin Creek in the vicinity of Union Station would be an excellent place to tell the story of Joplin's first mine and founding. Union Station and the rail yards at South Main and 10th Streets would be good places to tell the railroad story. The Route 66 story can be told at a variety of locations in East Town and Downtown Joplin, including the existing Route 66 mural and pocket park on Main Street, which is an excellent example of the kind of interpretive exhibit envisioned.



The Route 66 pocket park on Main Street combines interpretation with public art.

Other locations would be identified where other storylines could be featured. The key is to identify publicly accessible sites where exhibits can be installed and accessed. Sites can be public or private, included in the network with an owner's permission. Most important is that sites should be *authentic places* where things happened that can convey larger themes and storylines illustrated using site-specific stories.

Another excellent example of a potential anchor site in the interpretive presentation is the Butterfly Garden and Overlook in Cunningham Park. Dedicated in May 2014, funded by the TKF Foundation and the Walmart Foundation and designed by students of Drury University in Springfield, the Butterfly Garden and Overlook is an outdoor exhibit featuring ghost structures of three homes lost in the 2011 tornado. Exhibits tell the story of the tornado, the people of Joplin, the volunteers who provided support, and community loss and renewal. The exhibit is of very high quality and is a valued community asset. It is

connected to a variety of open space resources that create a strong interpretive hub within the heart of the tornado zone.

Similar exhibits of varying scale and type can be implemented at other locations within Joplin and address other themes and stories. Important are stories related to mining, the lives of people associated with the mines, the environmental degradation caused by mining, the clean-up, and environmental stewardship going forward.



The Butterfly Garden and Overlook in Cunningham Park is an outstanding example of an anchor site for the city-wide interpretive presentation.

It is suggested that interpretive icons be created to mark various types of mining sites throughout the city. The icons would be artistic installations that would be recognizable as representing the locations of mine shafts, processing sites, and other types of mine related activities. People would see them throughout the city and become aware of the extent of the mining activity that once existed. Some icons could also incorporate interpretive content, telling the story of the particular site where the icon is located. Historic mine artifacts placed in public spaces can also be used to mark sites and tell the mining story. The location Joplin's manufacturing industry, a product of mining, is another important storyline.

Different aspects of Joplin's history can be told at a variety of potential anchor sites, public parks, historic neighborhoods, private sites, and other places. Joplin's city-wide trail system can link the sites together, including pedestrian, bicycle, and automobile options and components.

Individual historic neighborhoods can decide to participate in the presentation, telling their stories in parks, along the streetscape, and at private sites. Small-scale interpretive exhibits can be installed along trails to be encountered along

the route, providing linkages between sites. The interpretive presentation can be implemented piece by piece over time—some of the pieces are already in place.



Interpretive panels at the Butterfly Garden tell the story of the 2011 tornado and community loss and recovery.

Joplin Museum

The Joplin Museum, located in Schiffendecker Park on the west side of town, is an important community asset. As a community institution, the Joplin Museum dates back to the establishment of the Tri-State Mineral Museum in Schiffendecker Park in 1931 with funding from mine operators, a direct link to the city's mining organizations and heritage. The Tri-State Mineral Museum developed a unique and nationally significant collection of minerals, artifacts, and documents. The Dorothea B. Hoover Historical Museum, which tells the city's broader story, was founded in 1966 and later located in a wing adjacent to the Mineral Museum.

The two museums were reorganized in 1996 as the Joplin Historical Mineral Museums, Inc., an independent non-profit organization with professional staff. The Joplin Historical Society, a separate organization closely affiliated with the museums, is owner of two-thirds of the museums' valuable collection. In one form or another, the museums have served the residents and students of Joplin for over eighty years. In their current iteration, they have been supported primarily by the City of Joplin.

The need to revitalize the Joplin Museum has been under discussion by stakeholders as preparation for this preservation plan has been underway. It is recommended that a new and revitalized Joplin Museum be established in the vicinity of Downtown Joplin as part of the downtown revitalization initiative outlined in Chapter 5 of this plan. The goal is to establish Downtown Joplin as a regional cultural center to include Memorial Hall, a new Performing Arts Center, new home for the Spiva Center, a public events park, and a new home for the Joplin Museum.

Planning for a new Joplin Museum should be undertaken concurrently with planning for the new Performing Arts Center, Spiva Center, and public events park. It is suggested that the new Joplin Museum be the centerpiece of master

planning and redevelopment of Main Street between 7th and 10th Streets as recommended in Chapter 5. It would be most appropriate that the new museum be housed in an existing historic building on Main Street within this area.

Planning should be undertaken by the Joplin Downtown Task Force discussed in Chapter 5 with the involvement of all of the downtown partners, including the Joplin Area Chamber of Commerce, Downtown Joplin Alliance, Joplin Convention and Visitors Bureau, Connect-2-Culture, Spiva Center, Post Foundation, and downtown businesses in addition to the Joplin Museum and Joplin Historical Society.



The Joplin Museum has a nationally significant collection of minerals, artifacts, and documents. A reinevented and revitalized museum could be a centerpiece of a Downtown Joplin cultural district.

The initiative should involve not only physical planning but organizational development and fundraising. It is suggested that first steps include: (a) identification of programmatic needs for the museum complex to include archival, educational, interpretive, collections, and administrative spaces, and (b) strategic planning for the Joplin Museum and Joplin Historical Society organizations such that they can be reinvigorated and reborn as new, revitalized independent non-profit entities.

This work cannot be done by the Joplin Museum and Joplin Historical Society alone, but must be a broad-based, community-wide initiative. It is suggested that it be incorporated as part of downtown revitalization and a city-wide interpretive program with a goal of opening a new Joplin Museum upon the 150th anniversary of Joplin's founding in 2023. Interim steps can be planned and implemented leading up to that date.

Website and Published Materials

Joplin can support the city-wide interpretive presentation by developing a family of brochures, maps, and interpretive guides using the city's graphic identity discussed in Chapter 5.

It is suggested that these materials feature a high-quality fold-out map of Joplin showing interpretive sites, open space, trails, and public amenities. The map should include interpretive context that provides an overview of the city's history,

outlines primary themes and storylines, and identifies authentic historic sites that can be visited and explored where interpretive content is provided.

A set of simple brochures can be created to discuss individual themes, storylines, and specific sites in more detail. Together, the map and brochures should summarize the city-wide interpretive experience and help residents and visitors identify and appreciate all of the sites, trails, and opportunities available. The map and brochures should be made available online.

A vibrant interpretive website can be used to support interpretation as well. The website should be linked to the city, Joplin Conference and Visitors Bureau, Joplin Area Chamber of Commerce, Post Foundation, and partner websites. The website should include an overview of Joplin's history; introduction of the city's interpretive themes; and access to brochures, maps, and digital interpretive content that can be downloaded and used to explore Joplin and its sites.

Joplin's graphic identity should be used for the city-wide interpretive presentation. The city should develop a family of interpretive carriers such as kiosks, waysides, and markers of varying sizes that can be used by partners for interpretive exhibits at sites throughout the city. Graphic standards for the exhibit panels should help express the city's character and identity. The National Park Service has developed standards for interpretive carriers and kiosks that could be adopted for use by the city. National Park Service standards are recognizable by the public and acknowledged for their high quality and durability. The adoption of standard National Park Service carriers would be an economical and easily implementable option for the city-wide presentation.



Natural areas can be used to tell the story of the native landscape and Joplin's landscape context.

The Interpretive Planning Process

Preparation of a city-wide interpretive plan will provide a blueprint of how best to present an overview of Joplin's history and character to which residents and visitors can relate. It will describe key themes and storylines and provide a context for how the stories of individual sites fit into Joplin's overall history. It will identify how the stories related to individual sites can be woven together into a coordinated presentation and experience.

Development of a city-wide interpretive plan should be led by educators, interpreters, historians, and public program specialists experienced in public history and programming. All of Joplin's community stakeholders should be involved. Professional consultants may be engaged to help guide the planning and shape the type of experiences that are possible and that will be meaningful and appropriate to Joplin's audiences. Interpretive planning should include the following elements:

1. Introduction: Outline the background and purpose of the plan.
2. Themes and Storylines: Identify Joplin's key natural, historic, and cultural themes and storylines for interpretation. Interpretive themes are the big ideas that frame the city's historic development and relate it to state and national contexts. Storylines are threads of events that trace the city's historical development over time by topic.

   Every potential stakeholder and potential interpretive site should be able to find their place within the thematic structure, including schools, churches, businesses, historic neighborhoods, and others that may wish to participate.



Sites throughout Joplin can be used to tell aspects of the city's historical development.

3. Identify Potential Partners and Their Stories: identify partners and stakeholders that may wish to participate in the interpretive presentation. Identify the nature of their interest, interpretive themes to which they relate, stories they may have that illustrate those themes, and sites where their stories may be told.

   Assume that most interpretive experiences will be self-guided and that every site must be publicly accessible. Identify the resources and capabilities that potential partners and stakeholders can devote to the implementation and ongoing maintenance of the interpretive presentation.

4. Interpretation at Publicly Owned Sites: Identify publicly owned sites that would be appropriate for self-guided interpretive exhibits to establish the core of the city-wide presentation. Consider public parks and open space, public buildings, trails, bikeways, and streetscapes.

Use Downtown Joplin as a central location and anchor for the interpretive presentation. Feature Joplin's park and trail systems as the presentation's skeleton, reaching throughout the city. Invite historic neighborhoods to participate using local parks, streetscapes, and neighborhood institutions such as schools and churches as locations for storytelling. Use self-guided interpretative installations along trails, bikeways, walking routes, and driving routes to create linkages between sites.

Develop an exhibit format that can be used for installation of self-guided exhibits using a common graphic identity and coordinated with city-wide themes and storylines. Develop a maintenance protocol for the self-guided exhibits and sites.

5. Interpretation at Partnering Sites: Outline how sites controlled by private partners will participate in the city-wide presentation. Identify the stories that each participating site will present and how they relate to themes and stories of other sites. Select exhibit formats appropriate to each site. Determine how individual sites will work together to tailor their interpretation as part of the broader themes and storylines.

   Determine how support can be provided to assist sites in their presentations. Determine how participating sites can be provided with introductory content presenting city-wide context and relating sites to larger storylines.



Joplin's mining sites, today abandoned and unmarked, are central to the story.

6. Orientation to the City-wide Interpretive Presentation: Outline how the city-wide presentation will be introduced to residents and visitors and how visitors not familiar with Joplin will be oriented. Identify places where residents and visitors are most likely to first experience the

presentation, such as gateways, Downtown Joplin, parks, and shopping destinations.

Orientation should include an overview of themes and storylines, sites where they are presented, and suggested trails, routes, and itineraries linking sites. Consider using websites, interpretive maps and brochures, and introductory exhibits such as kiosks at key public locations.

Identify which storylines can be made visitor-ready quickly and which have gaps and will need longer-term development. Consult with partners and determine how best to phase in coordinated interpretation that presents the city-wide context and sets the stage for detailed interpretation at individual sites and attractions.

Several important interpretive exhibits are already in place, such as the Butterfly Garden in Cunningham Park, city-wide murals, and the Route 66 pocket park downtown. Exhibits should provide orientation information and direct visitors to other local interpretive sites. Use a common graphic identity and formatting for exhibits and publications.

7. Implementation: Prioritize the ideas and actions outlined above. Begin with those that are fundable and most likely to achieve results. Identify resources to support coordinated implementation over time.

Recommendations summarizing the proposed interpretive presentation are provided below.

RECOMMENDATION 8.2.A: Create a city-wide interpretive plan that can be implemented over time.

- Develop a **city-wide interpretive plan** under the leadership of the Joplin Convention and Visitors Bureau in cooperation with the Joplin Museum, Joplin Historical Society, Post Foundation, Joplin Area Chamber of Commerce, Downtown Joplin Alliance, and Parks and Recreation Department.

- Identify **interpretive themes and subjects** that characterize Joplin's history which interpretation can convey. Identify potential **sites** that can convey the city's interpretive themes. Create **storylines** around which themes can be developed.

- Engage a broad array of **partners** and interests in the interpretive plan's development. Work with private partners to determine how stories related to private sites might be included in the interpretive presentation.

- Create **common graphics** for the city-wide interpretive presentation using Joplin's graphic identity. Develop a family of interpretive carriers such as kiosks, waysides, and markers of varying sizes. Develop graphic standards for sign panels that express the city's character and identity. Adoption of standard National Park Service carriers would be appropriate and would be an economical and easily implementable option.

- Support the interpretive presentation with a **family of brochures and maps** using the common graphic identity. Include a high-quality **fold-out map** of Joplin with interpretive context to help residents and visitors identify and appreciate all of the sites, trails, and opportunities available. Make the map and brochures available online.

- Include interpretation on the **city's website** with links from the websites of the Downtown Joplin Alliance, Chamber of Commerce, and others. Include an overview of Joplin's history; introduction of interpretive themes; and access to brochures, maps, and interpretive content that can be downloaded and used to explore.

- Outline how the interpretive presentation may begin to be **implemented** in the short-term and may be further developed and enriched in phases over time.



Businesses and institutions can participate by telling their own stories illustrating aspects of city-wide themes.

RECOMMENDATION 8.2.B: Make a new Joplin Museum a centerpiece of community interpretation.

- Work with the Joplin Museum and Joplin Historical Society in developing a long-term vision, mission, and **strategy** for the organizations and their collections. Include planning for research, programming, community engagement, collections, organization and management, and fundraising.

- Collaborate with partners in plans to develop a **new museum** in Downtown Joplin in proximity to the proposed new Performing Arts Center. Use of a historic building along Main Street would be preferred.

- Include the new museum in **master planning** for Downtown Joplin as an attraction and community facility.

- Feature the museum in the **city-wide interpretive plan** as a location to provide detailed interpretive content and experiential exhibits.



City landmarks are iconic places with special stories and can be used as focal points for surrounding neighborhoods.

RECOMMENDATION 8.2.C: Implement Joplin's interpretive plan using trails, bikeways, public parks, neighborhoods, and Downtown Joplin.

- Use the interpretive plan to create a network of **self-guided outdoor interpretive exhibits** and experiences in public parks, along streetscapes, partnering private sites, and in other publicly accessible places. Include historic artifacts such as mining machinery as outdoor exhibits.

- Feature **trails and bikeways as linkages** between interpretive sites and destinations. Make these routes a central component of the interpretive experience. Create interpretive exhibits and experiences at locations along the routes for people to stop and see.

- Create interpretive anchors as destinations with exhibits and special experiences. The Butterfly Garden and Overlook in **Cunningham Park** commemorating the 2011 tornado is an outstanding example of an interpretive destination. Downtown Joplin, historic sites, landmarks, natural areas, and other special places are other potential destinations.

- Include Neighborhood Associations as special partners in planning for the interpretive plan. **Feature neighborhoods** as destinations interpreting their history, development, and special stories.

- Create a special iconography for Joplin's **historic mining sites** using public art. Place installations at the locations of historic mine shafts, processing plants, and other mining related sites throughout Joplin to provide visual markers of the number, locations, and types of sites across the city.

- Create **itineraries and tours** that can be downloaded online and made available through the map and brochures noted above as guides for the interpretive experience.

RECOMMENDATION 8.2.D: Coordinate interpretation with Joplin's program of public art.

- Feature **public art** as an interpretive medium along streetscapes, in public parks, at mining sites, and at other appropriate locations.

- Work with Connect-2-Culture, Spiva Center for the Arts, and Art in Public Spaces to **organize and implement** interpretation using public art and to establish guidelines, criteria, and processes.

- Engage private sector businesses and institutions to **sponsor and host** interpretive exhibits and public art at their sites.




Schools and students can be engaged in storytelling to help make them more aware of their community.

8.3 EDUCATION AND EVENTS

The City of Joplin is in the process of constructing a new community library in the tornado recovery area as part of its long-term recovery program. In moving to the new facility the Post Foundation is reinterpreting its mission and vision in conjunction with the library to emphasize public engagement and programming.

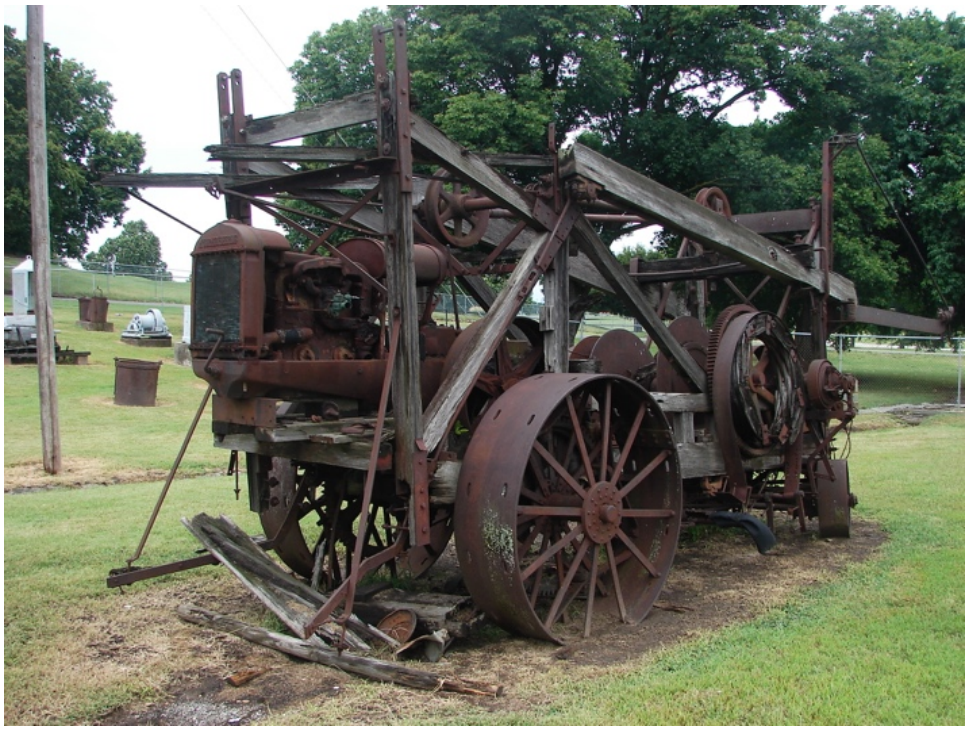
The Post Foundation's public programs should be recognized and integrated into the city-wide interpretive plan. Other partners involved in public programming and events should be recognized in the interpretive plan as well, including the Downtown Joplin Alliance, Spiva Center for the Arts, Connect-2-Culture, churches, and others.

RECOMMENDATION 8.3.A: Include the planned public programs of the Post Foundation and other partners as elements of the city-wide interpretive plan for public outreach.

- Include programming of the **Historic Preservation Commission** (see Chapter 4) and **Neighborhood Associations** (see Chapter 6) in the overall set of public programming for Joplin.

RECOMMENDATION 8.3.B: Create a city-wide calendar of public events throughout Joplin focused on promoting community engagement.

- Organize and **coordinate public event programming** through the Joplin Convention and Visitors Bureau. Include events led by the Convention and Visitors Bureau, Downtown Joplin Alliance, Connect2Culture, Parks and Recreation Department, private partners, and others as appropriate.



Historic artifacts can be placed in public parks to support interpretation.

APPENDIX A – REFERENCES

APPENDIX A ▪ REFERENCES

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APPENDIX B – CITY OF JOPLIN
HISTORIC PRESERVATION ORDINANCE

APPENDIX B

HISTORIC PRESERVATION

1. Purpose: The purpose of this ordinance [Appendix] is to promote the educational, cultural, economic, and general welfare of the community by:

   (1) Providing a mechanism to identify and preserve the historic and architectural characteristics of Joplin which represent elements of the city's cultural, social, economic, political, and architectural history;

   (2) Fostering civic pride in the beauty and noble accomplishments of the past as represented in Joplin's landmarks and historic districts;

   (3) Conserving and improving the value of property designated as landmarks or within historic districts;

   (4) Protecting and enhancing the attractiveness of the city to home buyers, tourists, visitors, and shoppers, and thereby supporting and promoting business, commerce, industry, and providing economic benefit to the city;

   (5) Fostering and encouraging preservation, restoration, and rehabilitation of structures, areas, and neighborhoods and thereby preventing future urban blight.

2. Definitions: Unless specifically defined below, words or phrases in the ordinance [Appendix] shall be interpreted so as to give them the same meaning as they have in common usage and so as to give this ordinance [Appendix] its most reasonable application.

   (A) *Alteration:* Any act or process that changes one or more of the exterior architectural features of a structure, including, but not limited to, the erection, construction, reconstruction, or removal of any structure.

   (B) *Area:* A specific geographic division of the City of Joplin.

   (C) *Certificate of appropriateness* A certificate issued by the Preservation Commission indicating its approval of plans for alteration, construction, removal, or demolition of a landmark or of a structure within a historic district.

   (D) Certificate of economic hardship: A certificate issued by the Preservation Commission authorizing an alteration, construction, removal, or demolition, even though a certificate of appropriateness has previously been denied.

   (E) Commissioners: Members of the Joplin Historic Preservation Commission.

(F) *Constructions:* The act of adding an addition to a structure or the erection of a new principal or accessory structure on a lot or property.

(G) *Council:* The City Council of the City of Joplin.

(H) *Demolition:* Any act or process that destroys in part or in whole a landmark or a structure within a historic district.

(I) *Design guidelines:* A standard of appropriate activity that will preserve the historic and architectural character of a structure or area.

(J) *Exterior architectural appearance:* The architectural character and general composition of the exterior of a structure, including but not limited to the kind, color, and texture of the building material and the type, design, and character of all windows, doors, light fixtures, signs, and appurtenant elements.

(K) *Historic district:* An area designated as a "historic district" by ordinance of the City Council and which may contain within definable geographic boundaries one or more landmarks and which may have within its boundaries other properties or structures that, while not of such historic and/or architectural significance to be designated as landmarks, nevertheless contribute to the overall visual characteristics of the landmark or landmarks located within the historic district.

(L) *Landmark:* A property or structure designated as a "landmark" by ordinance of the City Council, pursuant to procedures, prescribed herein, that is worthy of rehabilitation, restoration, and preservation because of its historic and/or architectural significance to the City of Joplin.

(M) *Owner of record:* The person, corporation, or other legal entity listed as owner on the records of the County Recorder of Deeds.

(N) *Preservation commission:* The Joplin Historic Preservation Commission.

(O) *Removal:* Any relocation of a structure on its site or to another site.

(P) *Repair:* Any change that is not construction, removal, or alteration.

(Q) *Structure:* Anything constructed or erected, the use of which requires permanent or temporary location on or in the ground, including, but without limiting the generality of the foregoing, buildings, fences, gazebos, advertising signs, billboards, backstops for tennis courts, radio and television antennae, including supporting towers, and swimming pools. (Ord. No. 86-31, ' 1, 3-17-86)

3. Composition of Historic Preservation Commission: The Joplin Historic Preservation Commission shall consist of seven (7) members, residents of Joplin, all of whom shall be appointed and approved by the City Council of the City of Joplin. The city council shall make every reasonable effort to appoint persons with a demonstrated interest in the history of architecture of the City of Joplin. (Ord. No. 86-31, ' 1, 3-17-86; Ord. No. 90-106, ' 1, 6-18-90)

4. Terms: The term of office of the members of the preservation commission shall be for five (5) years, excepting that the membership of the first preservation commission appointed shall serve respectively for terms of two (2) for one year; two (2) for two (2) years; two (2) for three (3) years; two (2) for four (4) years; and one for five (5) years. A member may serve only two (2) consecutive terms. Two (2) alternate members shall be appointed to serve in the absence of or the disqualification of the regular members. Vacancies shall be filled for the unexpired term only. Members may be removed for cause by the mayor and city council upon written charges and after public hearing. (Ord. No. 86-31, ' 1, 3-17-86; Ord. No. 91-63, ' 1, 6-17-91)

5. Officers: Officers shall consist of a chairman, a vice-chairman, and a secretary elected by the Preservation Commission who shall each serve a term of one year and shall be eligible for reelection; but no member shall serve as chairman for more than two (2) consecutive years. The chairman shall preside over meetings. In the absence of the chairman, the vice-chairman shall perform the duties of the chairman. If both are absent, a temporary chairman shall be elected by those present. The secretary to the Preservation Commission shall have the following duties:

   (A) Take minutes of each Preservation Commission meeting;

   (B) Be responsible for publication and distribution of copies of the minutes, reports, and decisions of the Preservation Commission to the members of the Preservation Commission;

   (C) Give notices as provided herein or by law for all public hearings conducted by the Preservation Commission;

   (D) Advise the mayor of vacancies on the Preservation Commission and expiring terms of members; and

   (E) Prepare and submit to the City Council a complete record of the proceedings before the Preservation Commission on any matter requiring council consideration. (Ord. No. 86-31, ' 1, 3-17-86)

6. Meetings: A quorum shall consist of a majority of the members. All decisions or actions of the Preservation Commission shall be made by a majority vote of those members present and voting at any meeting where a quorum exists. Meetings shall be held at regularly scheduled times to be established by resolution of the Preservation Commission at the beginning of each calendar year or at any time upon the call of the chairman. No member of the Preservation Commission shall

vote on any matter that may materially or apparently affect the property, income, or business interest of that member. No action shall be taken by the commission that could in any manner deprive or restrict the owner of a property in its use, modification, maintenance, disposition, or demolition until such owner shall first have had the opportunity to be heard at public meeting of the Preservation Commission, as provided herein. The chairman, and in his absence the acting chairman, may administer oaths and compel the attendance of witnesses. All meetings of the Preservation Commission shall be open to the public. The Preservation Commission shall keep minutes of its proceedings, showing the vote, indicating such fact, and shall keep records of its examinations and other official actions, all of which shall be immediately filed in the office of the Preservation Commission and shall be a public record. (Ord. No. 86-31, ' 1, 3-17-86)

7. Powers and duties: The Preservation Commission shall have the following powers and duties:

(A) To adopt its own procedural regulations;

(B) To conduct an ongoing survey to identify historically and architecturally significant properties, structures, and areas that exemplify the cultural, social, economic, political, or architectural history of the nation, state, or city;

(C) To investigate and recommend to the Planning and Zoning Commission and to the City Council the adoption of ordinances designating properties or structures having special historic, community, or architectural value as "landmarks."

(D) To investigate and recommend to the Planning and Zoning Commission and to the City Council the adoption of ordinances designating areas as having special historic, community, or architectural value as "historic districts";

(E) To keep a register of all properties and structures that have been designated as landmarks or historic districts, including all information required for each designation;

(F) To determine an appropriate system of markers and make recommendations for the design and implementation of specific markings of the streets and routes leading from one landmark or historic district to another;

(G) To advise and assist owners of landmarks and property or structures within historic districts on physical and financial aspects of preservation, renovation, rehabilitation, and reuse, and on procedures for inclusion on the National Register of Historic Places;

(H) To nominate landmarks and historic districts to the National Register of Historic Places, and to review and comment on any National Register nominations submitted to the Preservation Commission upon request of the Mayor or City Council;

(I) To inform and educate the citizens of Joplin, concerning the historic and architectural heritage of the city by publishing appropriate maps, newsletters, brochures, and pamphlets, and by holding programs and seminars;

(J) To hold public hearings and to review applications for construction, alteration, removal, or demolition affecting proposed or designated landmarks or structures within historic districts and issue or deny certificates of appropriateness for such actions. Applicants may be required to submit plans, drawings, elevations, specifications, and other information as may be necessary to make decisions;

(K) To consider applications for certificates of economic hardship that would allow the performance of work for which a certificate of appropriateness has been denied;

(L) To develop specific design guidelines for the alteration, construction, or removal of landmarks or property and structures within historic districts.

(M) To review proposed zoning amendments, applications for special use permits, or applications for zoning variances that affect proposed or designated landmarks and historic districts. The City Planner shall send applications for special use or zoning variations to the Preservation Commission for comment prior to the date of the hearing by the Planning and Zoning Commission or Board of Adjustment;

(N) To administer on behalf of the City of Joplin any property or full or partial interest in real property, including easements, that the City of Joplin may have or accept as a gift or otherwise, upon authorization and approval by the City Council;

(O) To accept and administer on behalf of the City of Joplin such gifts, grants, and money as may be appropriate for the purposes of this ordinance [Appendix]. Such money may be expended for publishing maps and brochures or for hiring staff persons or consultants or performing other appropriate functions for the purpose of carrying out the duties and powers of the Preservation Commission and the purposes of this ordinance [Appendix];

(P) To call upon available city staff members as well as other experts for technical advice;

(Q) To retain such specialists or consultants or to appoint such citizen advisory committees as may be required from time to time;

(R) To testify before all boards and commissions, including the Planning and Zoning Commission and the Board of Adjustments, on any matter affecting historically and architecturally significant property, structures, and areas;

(S) To confer recognition upon the owners of landmarks or property or structures within historic districts by means by certificates, plaques, or markers;

(T) To develop a preservation component in the general plan of the City of Joplin and to recommend it to the Planning and Zoning Commission and to the City Council;

(U) To periodically review the Joplin Zoning Ordinance and to recommend to the Planning and Zoning Commission and the City Council any amendments appropriate for the protection and continued use of landmarks or property and structures within historic districts; and

(V) To undertake any other action or activity necessary or appropriate to the implementation of its powers and duties or to implementation of the purpose of this ordinance [Appendix]. (Ord. No. 86-31, ' 1, 3-17-86)

8. Surveys and research: The Preservation Commission shall undertake an ongoing survey and research effort in the City of Joplin to identify neighborhoods, areas, sites, structures, and objects that have historic, community, architectural, or aesthetic importance, interest, or value. As part of the survey, the Preservation Commission shall review and evaluate any prior surveys and studies by any unit of government or private organization and compile appropriate descriptions, facts, and photographs. Before the Preservation Commission shall, on its own initiative, nominate any landmark for designation, it shall first develop a plan and schedule for completion of a survey of the City of Joplin to identify potential landmarks. The Preservation Commission shall then systematically identify potential landmarks and adopt procedures to nominate them in groups based upon the following criteria:

(A) The potential landmarks in one identifiable neighborhood or distinct geographical area of the City of Joplin;

(B) The potential landmarks associated with a particular person, event, or historical period;

(C) The potential landmarks of a particular architectural style or school, or of a particular architect, engineer, builder, designer, or craftsman;

(D) Such other criteria as may be adopted by the Preservation Commission to assure systematic survey and nomination of all potential landmarks within the City of Joplin. (Ord. No. 86-31, ' 1, 3-17-86)

9. Nomination of Landmarks and Historic Districts: Nominations shall be made to the Preservation Commission on a form prepared by it and may be submitted by a member of the Preservation Commission, owner of record of the nominated property or structure, the City Council, or any other person or organization. (Ord. No. 86-31, ' 1, 3-17-86)

10. Criteria for consideration of nomination: The Preservation Commission shall, upon such investigation as it deems necessary, make a determination as to whether a nominated property, structures, or area meets one or more of the following criteria:

(A) Its character, interest, or value as part of the development, heritage, or cultural characteristics of the community, county, state, or country;

(B) Its location as a site of a significant local, county, state, or national event;

(C) Its identification with a person or persons who significantly contributed to the development of the community, county, state, or country;

(D) Its embodiment of distinguishing characteristics of an architectural style valuable for the study of a period, type, method of construction, or use of indigenous materials;

(E) Its identification as the work of a master builder, designer, architect, or landscape architect whose individual work has influenced the development of the community, county, state, or country;

(F) Its embodiment of elements of design, detailing, materials, or craftsmanship that render it architecturally significant;

(G) Its embodiment of design elements that make it structurally or architecturally innovative;

(H) Its unique location or singular physical characteristics that make it an established or familiar visual feature;

(I) Its character as a particularly fine or unique example of a utilitarian structure, including, but not limited to farmhouses, gas stations, or other commercial structures, with a high level of integrity or architectural significance; and/or

(J) Its suitability for preservation or restoration.

Any structure, property, or area that meets one or more of the above criteria shall also have sufficient integrity of location, design, materials, and workmanship to make it worthy of preservation or restoration. (Ord. No. 86-31, ' 1, 3-17-86)

11. Report and recommendation of Preservation Commission: The Preservation Commission shall, within forty-five (45) days from receipt of a completed nomination in proper form, adopt by resolution a recommendation that the nominated landmark or historic district does or does not meet the criteria for designation in section 10 of this Appendix. The resolution shall be accompanied by a report to the Planning and Zoning Commission containing the following information:

(A) Explanation of the significant or lack of significance of the nominated landmark or historic district as it relates to the criteria for designation;

(B) Explanation of the integrity or lack of integrity of the nominated landmark or historic district;

(C) In the case of a nominated landmark found to meet the criteria for designation:

(1) The significant exterior architectural features of the nominated landmark that should be protected;
(2) The types of construction, alteration, demolition, and removal, other than those requiring a building or demolition permit, that should be reviewed for appropriateness pursuant to the provisions of sections 16 through 27 of this Appendix.

(D) In the case of a nominated historic district found to meet the criteria for designation:

(1) The types of significant exterior architectural features of the structures within the nominated historic district that should be protected;

(2) The types of alterations and demolitions that should be reviewed for appropriateness pursuant to the provisions of sections 16 through 27 of this Appendix.

(E) Proposed design guidelines for applying the criteria for review of certificates of appropriateness to the nominated landmark or historic district.

(F) The relationship of the nominated landmark or historic district to the ongoing effort of the Preservation Commission to identify and nominate all potential areas and structures that meet the criteria for designation.

(G) Recommendations as to appropriate permitted uses, special uses, height and area regulations, minimum dwelling size, floor area, sign regulations, and parking regulations necessary or appropriate to the preservation of the nominated landmark or historic district.

(H) A map showing the location of the nominated landmark and the boundaries of the nominated historic district.

The recommendations and report of the Preservation Commission shall be sent to the Planning and Zoning Commission within seven (7) days following the vote on the resolution and shall be available to the public in the offices of the Preservation Commission. (Ord. No. 86-31, ' 1, 3-17-86)

12. Design Guidelines: Design guidelines for applying the criteria for review of certificate of appropriateness shall, at a minimum, consider the following architectural criteria:

(A) *Height:* The height of any proposed alteration or construction should be compatible with the style and character of the landmark and with surrounding structures in a historic district.

(B) *Proportions of windows and* doors: The proportions and relationships between doors and windows should be compatible with the architectural style and character of the landmark and with surrounding structures within a historic district.

(C) *Relationship of building masses and spaces:* The relationship of a structure within a historic district to the open space between it and adjoining structures should be compatible.

(D) *Roof shape*: The design of the roof should be compatible with the architectural style and character of the landmark and surrounding structures in a historic district.

(E) *Landscaping*: Landscaping should be compatible with the architectural character and appearance of the landmark and of surrounding structures and landscapes in historic districts.

(F) *Scale*: The scale of the structure after alteration, construction, or partial demolition should be compatible with its architectural style and character and with surrounding structures in a historic district.

(G) *Directional expression*: Facades in historic districts should blend with other structures with regard to directional expression. Structures in a historic district should be compatible with the dominant horizontal or vertical expression of surrounding structures. The directional expression of a landmark after alteration, construction, or partial demolition should be compatible with its original architectural style and character.

(H) *Architectural details:* Architectural details including materials, colors, and textures should be treated so as to make a landmark compatible with its original architectural style and character and to preserve and enhance the architectural style or character of a landmark or historic district. (Ord. No. 86-31, ' 1, 3-17-86)

13. Notification of Nomination: The Planning and Zoning Commission shall schedule a public hearing on the nomination within thirty (30) days following receipt of a report and recommendation from the Preservation Commission that a nominated landmark or historic district does or does not meet the criteria for designation. Notice of the date, time, place, and purpose of the public hearing and a copy of the completed nomination form shall be sent by regular mail to the owner(s) of record and to the nominators, as well as to property owners adjoining the nominated landmark or historic district at least fifteen (15) days prior to the date of the hearing. Notice shall also be published in a newspaper having general circulation in the City of Joplin. The notice shall state the street address and legal description of a nominated landmark and the boundaries of a nominated historic district. (Ord. No. 86-31, ' 1, 3-17-86)

14. Public Hearing: Oral or written testimony concerning the significance of the nominated landmark or historic district shall be taken at the public hearing from any person concerning the nomination. The Preservation Commission may present expert testimony or present its own evidence regarding the compliance of the nominated landmark or historic district with the criteria for consideration of a nomination set forth in section 10 of this appendix. The owner of any nominated landmark or of any property within a nominated preservation district shall be allowed reasonable opportunity to present evidence regarding significance and shall be afforded the right of representation by counsel and reasonable opportunity to cross-examine expert witnesses. The hearing shall be closed upon completion of testimony. (Ord. No. 86-31, ' 1, 3-17-86)

15. Determination by Planning and Zoning Commission: Within thirty (30) days following close of the public hearing, the Planning and Zoning Commission shall make a determination upon the evidence whether the nominated landmark or historic district does or does not meet the criteria for designation. Such a determination shall be passed by resolution of the Planning and Zoning Commission and shall be accompanied by a report stating the findings of the Planning and Zoning Commission concerning the relationship between the criteria for designation in section 10 of this appendix and the nominated landmark or historic district and all other information required by section 11 of this appendix. (Ord. No. 86-31, ' 1, 3-17-86)

16. Notification of Determination: Notice of the determination of the Planning and Zoning Commission, including a copy of the report, shall be sent by regular mail to the owner of record of a nominated landmark and of all property within a nominated historic district and the nominator within seven (7) days following adoption of the resolution. Within seven (7) days following a determination by the Planning and Zoning Commission that the nominated landmark or historic district does meet the criteria for designation, a copy of the resolution and report accompanied by a recommendation that the nominated landmark or historic district be designated shall be sent to the City Council. (Ord. No. 86-31, ' 1, 3-17-86)

17. Appeal: A determination by the Planning and Zoning Commission that the nominated landmark or historic district does not meet the criteria for designation shall be a final administrative decision reviewable under the Missouri Administrative Procedure Act provided, however, that the

nominator or any owner of the nominated landmark or of property within the nominated historic district may within thirty (30) days after the postmarked date of the notice of the determination file with the City Clerk a written appeal to the City Council. (Ord. No. 86-31, ' 1, 3-17-86)

18. Action by City Council: the City Council shall, within sixty (60) days after receiving the recommendation that the nominated landmark or historic district be designated or receiving a written appeal, either reject the recommendation or written appeal by formal resolution or designate the landmark or historic district by an ordinance. The City Council may hold a public hearing before enacting the resolution or ordinance and provide notice and take testimony in the same manner as provided in sections 13 and 14 of this appendix. Any resolution or ordinance shall be accompanied by a written statement explaining the reasons for the action of the City Council. The City Clerk shall provide written notification of the action of the City Council by regular mail to the nominator, the appellant, and the owner(s) of record of the nominated landmark or of all property within a nominated historic district. The notice shall include a copy of the designation ordinance or resolution passed by the City Council and shall be sent within seven (7) days of the City Council action. A copy of each designation ordinance shall be sent to the Preservation Commission and Zoning Commission, and the Building Department. (Ord. No. 86-31, ' 1, 3-17-86)

19. The Designation Ordinance: Upon designation, the landmark or historic district shall be classified as a "District H-Historic District," and the designating ordinance shall prescribe the significant exterior architectural features; the types of construction, alteration, demolition, and removal, other than those requiring a building or demolition permit that should be reviewed for appropriateness; the design guidelines for applying the criteria for review of appropriateness; permitted uses; special uses; height and area regulations; minimum dwelling size; floor area; sign regulation; and parking regulations. The official zoning map of the City of Joplin shall be amended to show the location of the "District H-Historic District." (Ord. No. 86-31, ' 1, 3-17-86)

20. Interim Control: No building permit shall be issued by the Building Department for alteration, construction, demolition, or removal of a nominated landmark or of any property or structure within a nominated historic district from the date of the meeting of the Preservation Commission at which a nomination form is first presented until the final disposition of the nomination by the City Council unless such alteration, removal, or demolition is authorized by formal resolution of the City Council as necessary for public health, welfare, or safety. In no event shall the delay be for more than one hundred eighty (180) days. (Ord. No. 86-31, ' 1, 3-17-86)

21. Amendment and Rescission of Designation: Designation may be amended or rescinded upon petition to the Preservation Commission and compliance with the same procedure and according to the same criteria set forth herein for designation. (Ord. No. 86-31, ' 1, 3-17-86)

22. Certificate of Appropriateness: A certificate of appropriateness shall be required before the following actions affecting the exterior architectural appearance of any landmark or property within a historic district may be undertaken:

(A) Any construction, alteration, or removal requiring a building permit from the City of Joplin;

(B) Any demolition in whole or in part requiring a permit from the City of Joplin.

(C) Any construction, alteration, demolition, or removal affecting a significant exterior architectural feature as specified in the ordinance designating the landmark or historic district. (Ord. No. 86-31, ' 1, 3-17-86)

23. Applications for Certificates of Appropriateness: Every application for a demolition permit or a building permit, including the accompanying plans and specifications, affecting the exterior architectural appearance of a designated landmark or of a property within a designated historic district shall be forwarded by the Building Department to the Preservation Commission within seven (7) days following receipt of the application by the Building Department. The Building Department shall not issue the building or demolition permit until a certificate of appropriateness has been issued by the Preservation Commission. Any applicant may request a meeting with the Preservation Commission before the application is sent by the Building Department to the Preservation Commission or during the review of the application. Application for review of construction, alteration, demolition, or removal not requiring a building permit for which a certificate of appropriateness is required shall be made on a form prepared by the Preservation Commission and available at the office of the Preservation Commission. The Preservation Commission shall consider the completed application at its next regular meeting. The Preservation Commission may establish a subcommittee of five (5) of its members to review routine applications for a certificate of appropriateness when delay to the next regular meeting would create an unnecessary inconvenience to the applicant. A certificate of appropriateness may be issued prior to the next regular meeting upon the signatures of four (4) of the members of the subcommittee. (Ord. No. 86-31, ' 1, 3-17-86)

24. Determination by Preservation Commission. The Preservation Commission shall review the application for a building or demolition permit or for a certificate of appropriateness and issue or deny the certificate of appropriateness within forty-five (45) days of receipt- of the application. Written notice of the approval or denial of the application for a certificate of appropriateness shall be provided the applicant and the Building Department within seven (7) days following the determination and shall be accompanied by a certificate of appropriateness in the case of an approval. (Ord. No. 86-31, ' 1, 3-17-86)

25. Denial of a Certificate of Appropriateness: A denial of a certificate of appropriateness shall be accompanied by a statement of the reasons for the denial. The Preservation Commission shall make recommendations to the applicant concerning changes, if any, in the proposed action that

would cause the Preservation Commission to reconsider its denial and shall confer with the applicant and attempt to resolve as quickly as possible the differences between the owner and the Preservation Commission. The applicant may resubmit an amended application or reapply for a building or demolition permit that takes into consideration the recommendations of the Preservation Commission. (Ord. No. 86-31, ' 1, 3-17-86)

26. Procedure for Appeal: A determination by the Preservation Commission that a certificate of appropriateness be denied after the reconsideration of the application as stated in section 25 above, may be appealed to the City Council of the City of Joplin. The applicant may within thirty (30) days after the postmarked date of the denial file with the City Clerk a written appeal to the City Council. The council shall then set a hearing date not less than thirty (30) days after receipt of a request for a hearing. A determination by the City Council that an application for a certificate of appropriateness be denied shall be the final administrative decision reviewable under the Missouri Administrative Procedure and Review Act, and any appeal from a denial shall be to the circuit court as provided therein. (Ord. No. 86-31, ' 1, 3-17-86)

27. Standards for Review: In considering an application for a building or demolition permit or for a certificate of appropriateness, the Preservation Commission shall be guided by the following general standards in addition to any design guidelines in the ordinance designating the landmark or historic district.

(A) Every reasonable effort shall be made to provide a compatible use for a property that requires minimal alteration of the building, structure, or site and its environment, or to use a property for its originally intended purpose.

(B) The distinguishing original qualities or character of a building, structure, or site and its environment shall not be destroyed. The removal or alteration of any historic material or distinctive architectural feature should be avoided when possible.

(C) All buildings, structures, and sites shall be recognized as products of their own time. Alterations that have no historical basis and that seek to create an earlier appearance shall be discouraged.

(D) Changes that may have taken place in the course of time are evidence of the history and development of a building, structure, or site and its environment. These changes may have acquired significance in their own right, and this significance shall be recognized and respected.

(E) Distinctive stylistic features or examples of skilled craftsmanship that characterize a building, structure, or site shall be treated with sensitivity.

(F) Deteriorated architectural features shall be repaired rather than replaced, wherever possible. In the event replacement is necessary, the new material should match the material being replaced in composition, design, color, texture, and other visual qualities. Repair or replacement of missing architectural features should be based on accurate duplication of features, substantiated by historic, physical, or pictorial evidence, rather than on conjectural designs or the availability of different architectural elements from other buildings or structures.

(G) The surface cleaning of structures shall be undertaken with the gentlest means possible. Sandblasting and other cleaning methods that will damage the historic building materials shall not be undertaken.

(H) Every reasonable effort shall be made to protect and preserve archaeological resources affected by, or adjacent to, any project.

(I) Contemporary design for alterations and additions to existing properties shall not be discouraged when such alterations and additions do not destroy significant historical, architectural, or cultural material, and such design is compatible with the size, scale, color, material, and character of the property, neighborhood, or environment. (Ord. No. 86-31, ' 1, 3-17-86)

28. Certificate of Economic Hardship: Application for a certificate of economic hardship shall be made on a form prepared by the Preservation Commission. The Preservation Commission shall schedule a public hearing concerning the application and provide notice in the same manner as in section 13 of this appendix, and any person may testify at the hearing concerning economic hardship in the same manner as provided by section 14 of this appendix.

The Preservation Commission may solicit expert testimony or require that the applicant for a certificate of economic hardship make submissions concerning any or all of the following information before it makes a determination on the application:

(A) Estimate of the cost of the proposed construction, alteration, demolition, or removal and an estimate of any additional cost that would be incurred to comply with the recommendations of the Preservation Commission for changes necessary for the issuance of a certificate of appropriateness;

(B) A report from a licensed engineer or architect with experience in rehabilitation as to the structural soundness of any structures on the property and their suitability for rehabilitation;

(C) Estimated market value of the property in its current condition; after completion of the proposed construction, alteration, demolition, or removal; after any changes recommended by the Preservation Commission; and in the case of a proposed demolition, after renovation of the existing property for continued use.

(D) In the case of a proposed demolition, an estimate from an architect, developer, real estate consultant, appraiser, or other real estate professional experienced in rehabilitation as to the economic feasibility of rehabilitation or reuse of the existing structure on the property.

(E) Amount paid for the property, the date of purchase, and the party from whom purchased, including a description of the relationship, if any, between the owner of record or applicant and the person from whom the property was purchased, and any terms of financing between the seller and buyer;

(F) If the property is income-producing, the annual gross income from the property for the previous two (2) years; itemized operating and maintenance expenses for the previous two (2) years; and depreciation deduction and annual cash flow before and after debt service, if any, during the same period;

(G) Remaining balance on any mortgage or other financing secured by the property and annual debt service, if any, for the previous two (2) years;

(H) All appraisals obtained within the previous two (2) years by the owner or applicant in connection with the purchase, financing, or ownership of the property;

(I) Any listing of the property for sale or rent, price asked and offers received, if any, within the previous two (2) years;

(J) Assessed value of the property according to the two (2) most recent assessments;

(K) Real estate taxes for the previous two (2) years;

(L) Form of ownership or operation of the property, whether sole proprietorship, for-profit or not-for-profit corporation, limited partnership, joint venture, or other.

(M) Any other information, including the income tax bracket of the owner, applicant, or principal investors in the property considered necessary by the Preservation Commission to a determination as to whether the property does yield or may yield a reasonable return to the owners. (Ord. No. 86-31, ' 1, 3-17-86)

29. Determination of Economic Hardship: The Preservation Commission shall review all the evidence and information required of an applicant for a certificate of economic hardship and make a determination within forty-five (45) days of receipt of the application whether the denial of a certificate of appropriateness has deprived, or will deprive, the owner of the property of reasonable use of, or economic return on, the property. Written notice of the determination shall be provided in the same manner as required by section 24 of this appendix. (Ord. No. 86-31, ' 1, 3-17-86)

30. Appeals: A determination by the Preservation Commission that an application for a certificate of economic hardship be denied shall be a final administrative decision reviewable under the Missouri Administrative Procedure and Review Act, and any appeal from a denial shall be to the circuit court as provided therein. (Ord. No. 86-31, ' 1, 3-17-86)

31. Fees and Penalties: The Preservation Commission may establish an appropriate system of processing fees for the review of nominations, certificates of appropriateness, and certificates of economic hardship. Any person who undertakes or causes an alteration, construction, demolition, or removal of any nominated or designated landmark or property within a nominated or designated historic district without a certificate of appropriateness or a certificate of economic hardship shall be guilty of a misdemeanor and upon conviction thereof shall be punished by a fine of not less than fifty dollars ($50.00) nor more than five hundred dollars ($500.00). Every day each such violation shall continue to exist shall constitute a separate violation. The Preservation Commission may institute any appropriate action or proceeding in the name of the City of Joplin to enjoin, correct, or abate any violation of this ordinance [Appendix].