JOPLIN CITY COUNCIL
REGULAR MEETING AGENDA
TUESDAY, JANUARY 20, 2026
5th FLOOR COUNCIL CHAMBERS
602 S. MAIN ST. JOPLIN MO
6:00 P.M.

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

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

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

1. **Call To Order**
   Invocation
   Pledge of Allegiance of the United States of America
2. **Roll Call**
3. **Presentations**
   1. Allo Quarterly Update

      Documents:

      ALLO FIBER JOPLIN CONSTRUCTION UPDATE JAN 2026.PDF
4. **Finalization Of Consent Agenda**
5. **Reports And Communications**
   1. News From The Public Information Office
6. **Citizen Requests And Petitions**
   1. Amanda Bearden - Homelessness
   2. Mathew Wolsey - Camping Ordinance And The Cities Response To The Unhoused
   3. Andrew Lietz - Ord. No. 2025-035. Camping Ordinance.
   4. Maurice Filson - Charter Concerning Council Pay
   5. Michael Williams - Flock Surveillance Purchase Irregularities And Abuse By Police
   6. Mary Price – Prop B
   7. Rosalyn Jourdan – Availability Of Resources And Who Gets Access.
7. **Public Hearings**

1. Public Hearing Procedures

Documents:

PUBLIC HEARING PROCEDURES.PDF

2. COUNCIL BILL NO. 2026-256

AN ORDINANCE approving the voluntary annexation by the Council of the City of Joplin, Missouri, of property generally described as Approximately 540 Acres Southwest of the intersection of Central City Rd and W 20th Street, Jasper and Newton County, Missouri.

Documents:

256SUMMARY.PDF
256REPORT.PDF
256MINUTES.PDF
256APP.PDF
256MAP.PDF
CB2026-256.PDF

3. COUNCIL BILL NO. 2026-257

AN ORDINANCE amending Ordinance No. 2022-119, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District R-1 (Single-Family Residential) and include in M-2 (Heavy Industrial) property as described below and generally known as Approximately 600.4 Acres Southwest of the intersection of Central City Rd and W 20th St., Joplin, Jasper and Newton County, Missouri.

Documents:

257SUMMARY.PDF
257REPORT.PDF
257MINUTES.PDF
257APP.PDF
257MAP.PDF
CB2026-257.PDF
ASSESSMENTLIST.PDF
OPPOSITION EMAILS.PDF

8. Consent Agenda

1. COUNCIL BILL NO. 2025-287

AN ORDINANCE amending Ordinance No. 2022-119, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District C-1 (Neighborhood Commercial) and include in District R-1 (Single-Family Residential) property as described below and generally known as the Northeast Corner of W 20th Street and South Empire Avenue, Joplin, Jasper County, Missouri.

Documents:

CB2025-287.PDF

2. COUNCIL BILL NO. 2026-002

AN ORDINANCE amending throughout Chapter 30 – BUSINESS, Article III. Licenses, Division 6. Hotel, Motel, and Tourist Courts to include short-term rentals under the hotel/motel tax paid by transient guests; enacting a new section; and establishing a time for this ordinance to become effective.

Documents:

CB2026-002.PDF

3. COUNCIL BILL NO. 2026-101

AN ORDINANCE approving an agreement with G&G Construction Company Inc. in the amount of Seven Hundred Twenty-Nine Thousand and 00/100 DOLLARS ($729,000.00) for the Turkey Creek WWTP Trickling Filter Drive Renovation and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and, setting a date when this Ordinance shall become effective.

Documents:

CB2026-101.PDF

4. COUNCIL BILL NO. 2026-102

AN ORDINANCE approving an agreement with Pediatrics Plus Therapy Services, to provide sanitary sewer service to a portion of the property on 4445 E 7th St. in Jasper County, Missouri, authorizing the City Manager, or his designee to execute the same by and on behalf of the City of Joplin; and setting a date when this ordinance shall become effective.

Documents:

CB2026-102.PDF

5. COUNCIL BILL NO. 2026-103

AN ORDINANCE approving the issuance of a Purchase Order to Henderson Products, Inc., in the amount of Five Hundred Three Thousand Seven Hundred Ninety-Nine and 38/100 Dollars ($503,799.38) for the purchase of two (2) 2027 Freightliner 108SD+ Single Axle Dump Trucks with Henderson Comprehensive Snow Removal Package; amending the Annual Budget of the City of Joplin for the Fiscal Year 2025-2026 as adopted by Ordinance 2025-143 on October 20, 2025; and, setting a date when this ordinance shall become effective.

Documents:

CB2026-103.PDF

6. COUNCIL BILL NO. 2026-104

AN ORDINANCE approving the issuance of a Purchase Order to Henderson Products, Inc., in the amount of Two Hundred Thirty-Four Thousand Six Hundred Fifty-Eight and 12/100 Dollars ($234,658.12) for the purchase of

one (1) 2027 Freightliner 108SD+ Tandem Axle Dump Truck with Henderson Anti-Ice Package; amending the Annual Budget of the City of Joplin for the Fiscal Year 2025-2026 as adopted by Ordinance 2025-143 on October 20, 2025; and, setting a date when this ordinance shall become effective.

Documents:

CB2026-104.PDF

7. COUNCIL BILL NO. 2026-250

AN ORDINANCE amending Ordinance No. 2022-119, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District M-2 (Heavy Industrial) and include in District R-2 (Two-Family Residential) property as described below and generally known as 1531 S Iowa Ave, Joplin, Jasper County, Missouri.

Documents:

CB2026-250.PDF

8. COUNCIL BILL NO. 2026-251

AN ORDINANCE approving the voluntary annexation by the Council of the City of Joplin, Missouri, of property generally described as 4549 S Hwy 43, Newton County, Missouri.

Documents:

CB2026-251.PDF

9. COUNCIL BILL NO. 2026-252

AN ORDINANCE amending Ordinance No. 2022-119, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District R-1 (Single-Family Residential) and include in District C-3 (Commercial) property as described below and generally known as 4549 S Hwy 43, Joplin, Newton County, Missouri.

Documents:

CB2026-252.PDF

10. COUNCIL BILL NO. 2026-253

AN ORDINANCE amending Ordinance No. 2022-119, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District M-2 (Heavy Industrial) and include in District C-3 (Commercial) property as described below and generally known as approximately 67 Acres SE of E 20th St and S Geneva Ave, Joplin, Jasper County, Missouri.

Documents:

CB2026-253.PDF

CB2026-295.PDF

11. COUNCIL BILL NO. 2026-400

AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and the Homeless Coalition that pertains to 2025 CDBG public service grant funds; authorizing the City Manager to execute same on behalf of the City.

Documents:

CB2026-400.PDF

12. COUNCIL BILL NO. 2026-601

AN ORDINANCE approving a Contract by and between the City of Joplin and Upanup Studios Inc. to provide comprehensive website design, development and technology implementation services for the City of Joplin; authorizing the City Manager to execute said Contract by and on behalf of the City of Joplin; and establishing a time for this ordinance to become effective.

Documents:

CB2026-601.PDF

9. Resolutions

10. Ordinances - Emergency

1. COUNCIL BILL NO. 2026-003

AN ORDINANCE calling an election on April 7, 2026, in the City of Joplin, Missouri, to submit to the qualified voters, a question as to whether to impose a one-half of one percent (1/2 percent) citywide sales tax on retail sales within the City of Joplin, Missouri, for the purpose of improving the public safety of the City to replace upon its expiration the one-half of one percent (1/2 percent) general sales tax previously approved by the voters on November 5, 2019 to provide revenues to close the Police and Fire Pension Plan to new hires and migrate new hires to the Missouri Local Government Employees Retirement System, and containing an emergency clause.

Documents:

CB 2026-003 SUMMARY CALLING AN HALF CENT PUBLIC SAFETY SALES TAX 4.7.26 .PDF
CB 2026-003 ORDINANCE CALLING ELECTION FOR PUBLIC SAFETY SALES TAX ON 4-7-26.PDF

2. COUNCIL BILL NO. 2026-004

AN ORDINANCE submitting to the electors of the City of Joplin, Missouri, at a General Municipal Election to be held on the 7th day of April 2026, proposed Charter Amendment No. 01 to the Charter of the City of Joplin, Missouri, as adopted November 6, 2007; and containing an emergency clause.

Documents:

CB2026-004 CHARTER AMENDMENT FOR APRIL ELECTION.PDF
CB2026-004 SUMMARY SHEET CHARTER AMENDMENT NUMBER OF SIGNATURES.PDF

3. COUNCIL BILL NO. 2026-005

AN ORDINANCE submitting to the electors of the City of Joplin, Missouri, at a General Municipal Election to be held on the 7th day of April, 2026, proposed Charter Amendment No. 02 to the Charter of the City of Joplin, Missouri, as adopted November 6, 2007 and containing an emergency clause.

Documents:

CB2026-005 SUMMARY SHEET CHARTER AMENDMENT EMERGENCY DEFINITION CHANGE.PDF
CB2026-005 CHARTER AMENDMENT EMERGENCY DEFINITION CHANGE.PDF

4. COUNCIL BILL NO. 2026-105

AN ORDINANCE authorizing the acceptance of an agreement by and between the City of Joplin and Crawford, Murphy and Tilley for Construction Management services for the Design and Bidding Services for the North Perimeter Road at the Joplin Regional Airport in the not to exceed amount of One Hundred Fifty-Four Thousand One Hundred Sixty-Seven and 00/100 Dollars ($154,167.00); authorizing the City Manager or his designee to execute this agreement by and on behalf of the City of Joplin; amending the Annual Budget of the City of Joplin for the Fiscal Year 2025-2026 as adopted by Ordinance 2025-143 on October 20, 2025; and containing an emergency clause.

Documents:

CB2026-105 NORTH PERIMETER ROAD - CMT (EMERGENCY) SUMMARY.PDF
CB2026-105 NORTH PERIMETER ROAD - CMT (EMERGENCY) ORDINANCE.PDF
CB2026-105 CMT JLN N PERIMETER ROAD 2025 12 29 JMKS AGREEMENT.PDF

11. Ordinances - First Reading

1. COUNCIL BILL NO. 2026-100

AN ORDINANCE approving the City of Joplin to enter into an agreement with Sprouls Construction Incorporated in the amount of Eighty thousand two hundred and 00/100 dollars ($80,200.00) for 24 Trolley Shelter Metal projects and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin and setting a date when the Ordinance shall become effective.

Documents:

CB2026-100 TROLLEY SHELTER RESTORATION SUMMARY (1).PDF
CB2026-100 TROLLEY SHELTER RESTORATION ORDINANCE.PDF
CB2026-100 24 TROLLEY SHELTER RESTORATION METAL PROJECT 1 (SPROULS) AGREEMENT (1).PDF
CB 2026-100 TROLLEY SHELTER RESTORATION BID SUMMARY (1).PDF

2. COUNCIL BILL NO. 2026-106

AN ORDINANCE Authorizing the approval of the Missouri Department of Transportation (MoDOT) Grant Agreement for Air Service Promotion and Marketing at the Joplin Regional Airport, authorizing the City Manager to execute the same by and on behalf of the City of Joplin and setting an effective date.

Documents:

CB2026-106 AIR SERVICE GRANT SUMMARY.PDF
CB2026-106 AIR SERVICE GRANT ORDINANCE.PDF
CB2026-106 AIR SERVICE GRANT MO02_AIRPORT_AID_AGREEMENT.PDF

3. COUNCIL BILL NO. 2026-107

AN ORDINANCE authorizing the acceptance of an agreement by and between the City of Joplin and Crawford, Murphy and Tilley for an Aviation Project Consultant Agreement for a new Passenger Facility Charge (PFC) Application at the Joplin Regional Airport in the not to exceed amount of Forty-Nine Thousand One Hundred Fifty-Five and 78/100 Dollars ($49,155.78); authorizing the City Manager or his designee to execute this agreement by and on behalf of the City of Joplin; amending the Annual Budget of the City of Joplin for the Fiscal Year 2025-2026 as adopted by Ordinance 2025-143 on October 20, 2025; and, setting an effective date.

Documents:

CB2026-107 AIRPORT PFC - CMT SUMMARY.PDF
CB2026-107 AIRPORT PFC CMT ORDINANCE.PDF
CB2026-107 AIRPORT JLN_PFC (SIGNED BY CMT) APPLICATION_CONSULTANT AGREEMENT.PDF

4. COUNCIL BILL NO. 2026-500

AN ORDINANCE approving the Real Estate Contract by and between the City of Joplin, Missouri, a Municipal Corporation, and Land Scout, LLC., for the sale of one parcel located at 1304 Kentucky Avenue, totaling approximately 6,000 square feet of land; and authorizing the City Manager to execute the same by and on behalf of the City of Joplin; and setting a date when this Ordinance shall become effective.

Documents:

CB 2026-500 SUMMARY LAND SALE 1304 KENTUCKY AVENUE .PDF
CB 2026-500 LAND SALE ORDINANCE 1304 KENTUCKY AVENUE.PDF
CB 2026-500 EXHIBIT A REAL ESTATE CONTRACT 1304 KENTUCKY.PDF
CB 2026-500 BID TAB 1304 KENTUCKY AVE.PDF
CB 2026-500 MAP OF 1304 KENTUCKY AVE.PDF

5. COUNCIL BILL NO. 2026-501

AN ORDINANCE amending the Annual Budget of the City of Joplin for the Fiscal Year 2025-2026 as adopted by Ordinance 2025-143 on October 20, 2025, to adjust appropriations; and, setting a date when this Ordinance shall become effective.

Documents:

CB 2026-501 SUMMARY BUDGET AMENDMENT FY2026.PDF
CB 2026-501 BUDGET AMENDMENT ORDINANCE FY2026.PDF
CB 2026-501 SCHEDULE A 2026 BUDGET AMENDMENT.PDF

6. COUNCIL BILL NO. 2026-600

AN ORDINANCE authorizing the City of Joplin, Missouri, to enter into a Ground Lease Agreement with Liberty Enterprise Group, LLC, a Missouri Corporation, for the purpose of hosting the 2026 World Street Painting Festival during the Route 66 Centennial; and authorizing the City Manager to execute the same by and on behalf of the City of Joplin.

Documents:

2026 WSP LOCATION.PDF
CB 2026-600 ORDINANCE COJ AGREEMENT W LIBERTY ENTERPRISE GROUP WSP 2026 LOCATION (1)-PTUTTLE-TAB.PDF
CB 2026-600 SUMMARY COJ AGREEMENT W LIBERTY ENTERPRISE GROUP WSP 2026 LOCATION (1).PDF
DRAFT 1717 GROUND LEASE AGREEMENT.PDF

7. COUNCIL BILL NO. 2026-602

AN ORDINANCE approving the issuance of a Purchase Order to Blue Valley Public Safety, Inc. to cover the purchase of three tornado sirens manufactured by Federal Warning Systems as approved in the Annual Budget of the City of Joplin for the Fiscal Year 2025-2026 as adopted by Ordinance 2025-151 on October 20, 2025; authorizing the City Manager to execute the same by and on behalf of the City of Joplin, and setting an effective date.

Documents:

SUMMARY SHEET TORNADO SIRENS.PDF
JOPLIN, MO 2001ACDCT(3) 10-06-25_BN.PDF
JOPLIN MO SOLE SOURCE LETTER 1-26.PDF
COUNCIL BILL FOR TORNADO SIRENS.PDF

12. Ordinances - Second Reading And Third Reading

13. Unfinished Business

13. Unfinished Business

14. New Business

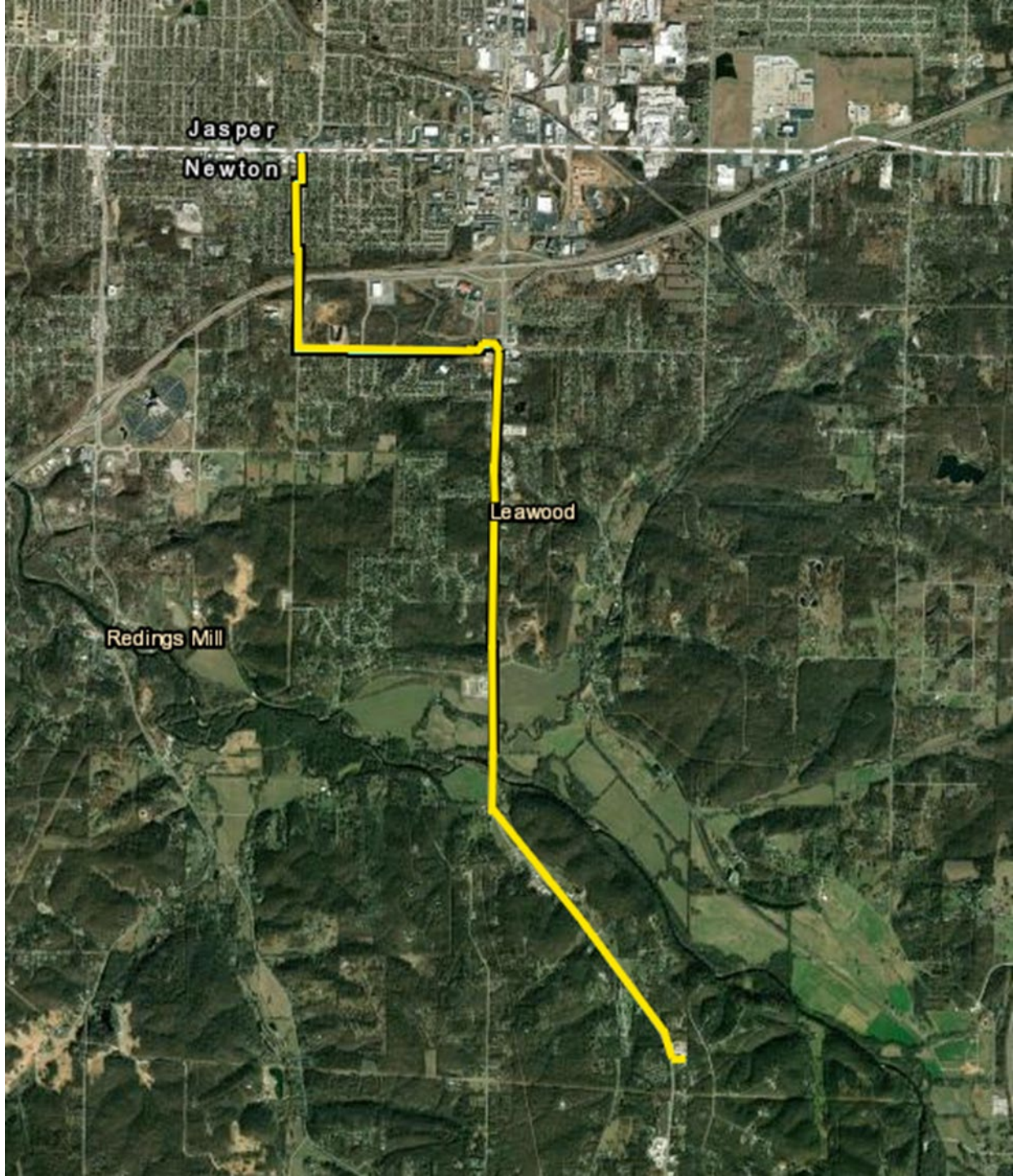
Notice posted at 12 p.m. on this the 15th day of January, 2026. (RSMo 610.020)

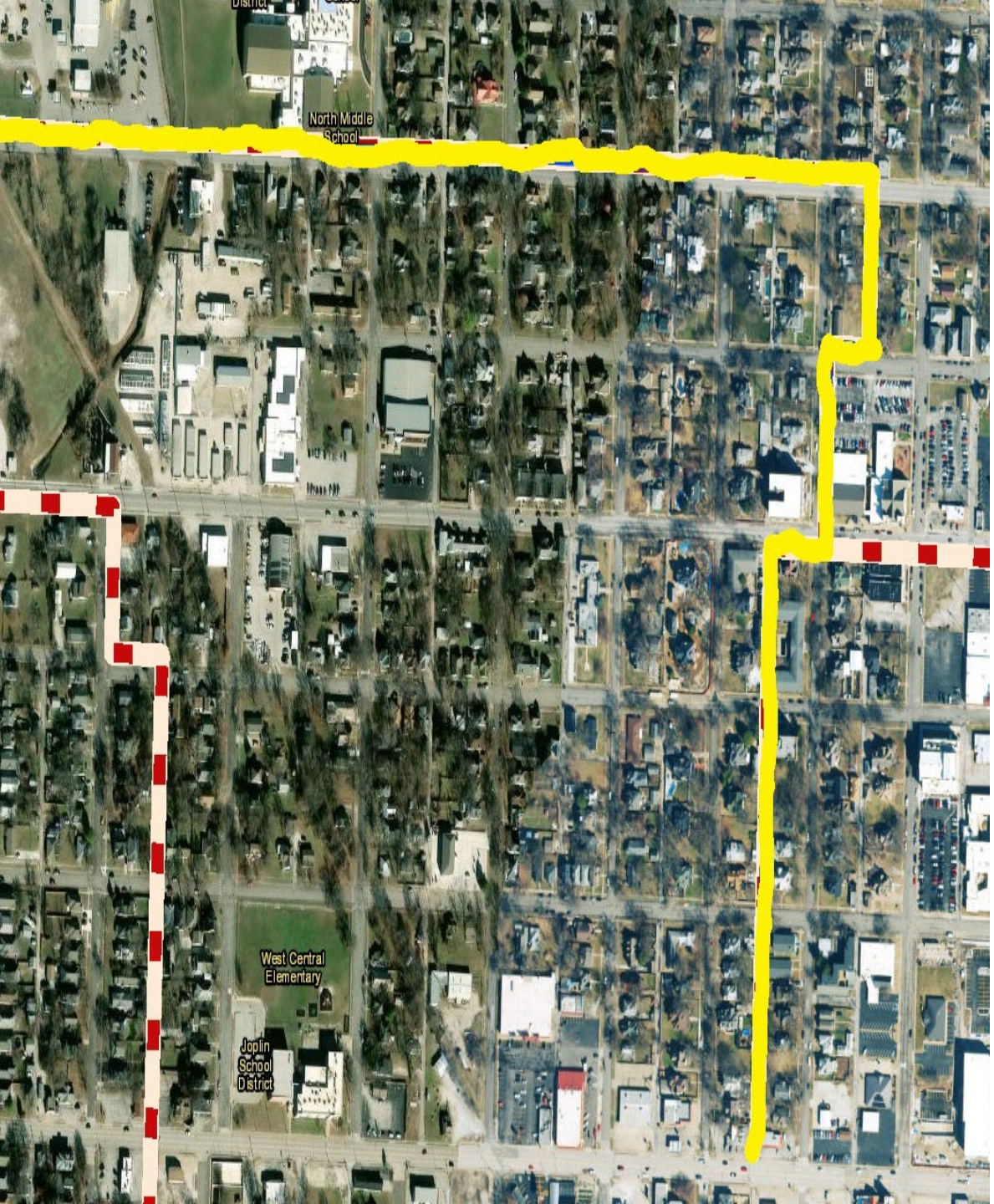
ALLO Fiber Underground Construction

January 2026

South Transport

- 100% conduit in the ground.
- I44 crossing has been completed.
- Aerial over Shoal Creek.(temporary)
- Fiber is being installed.



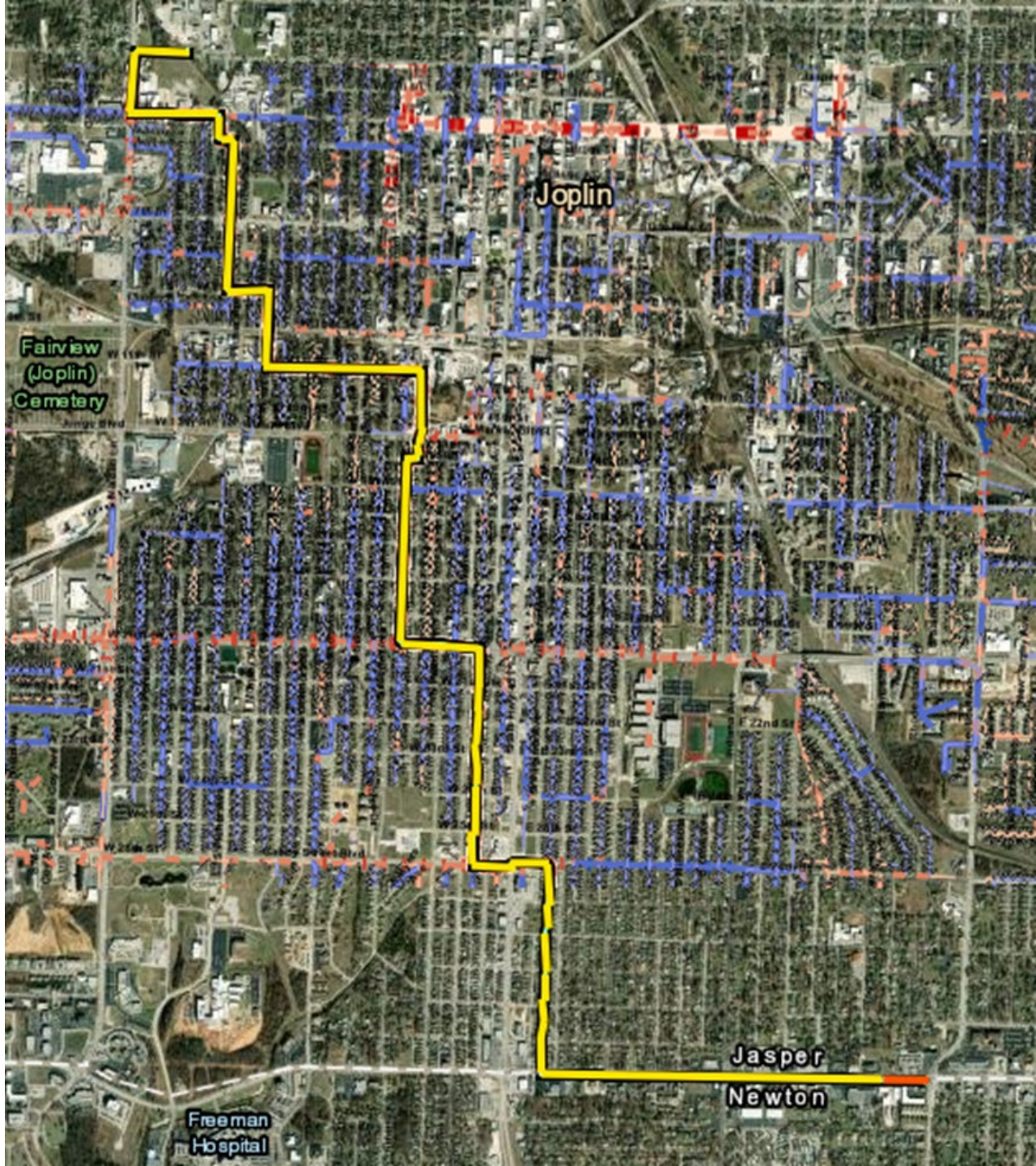


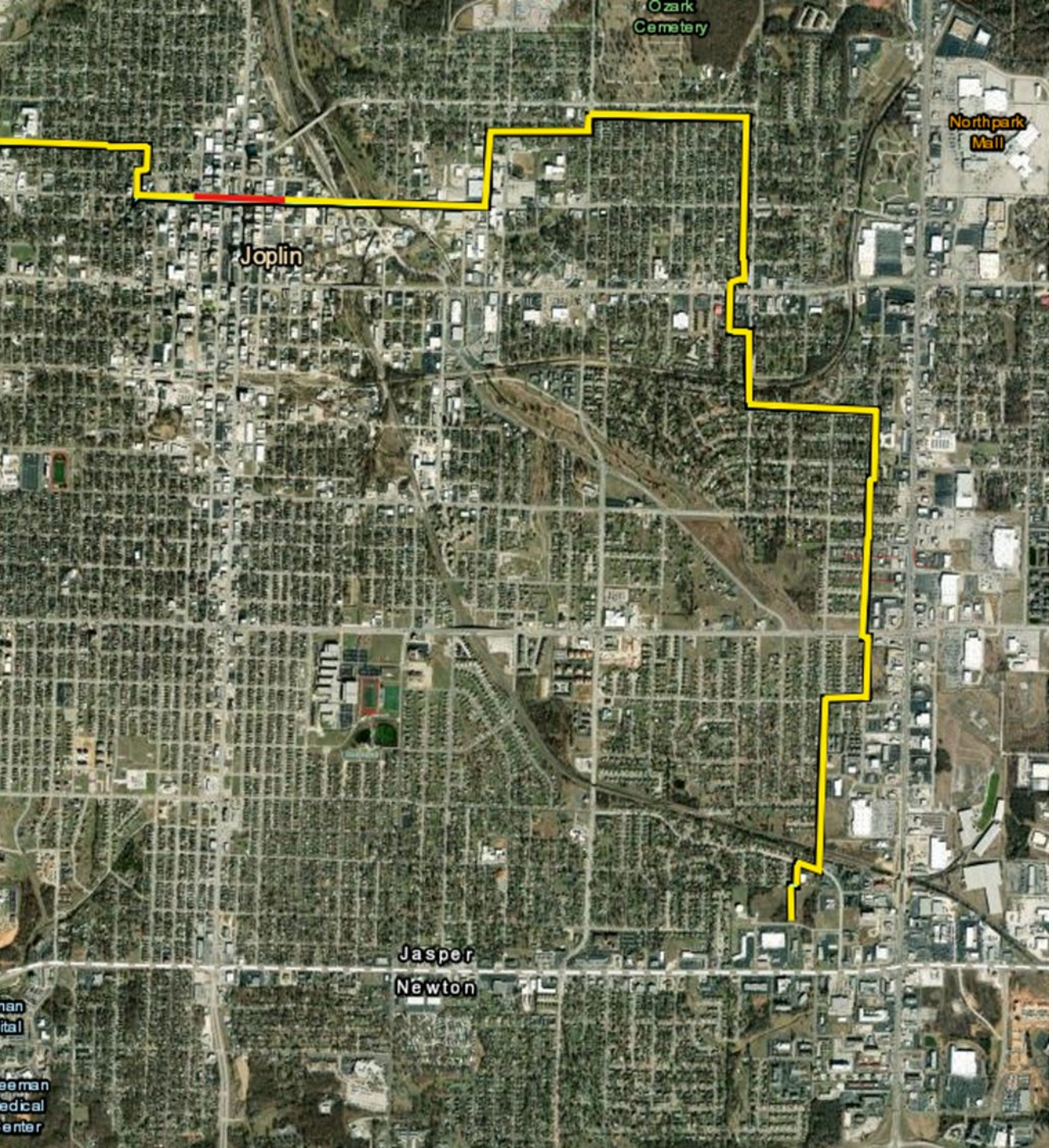
North Transport

- Conduit 100% complete.
- Fiber from MMP to CO1 is installed.
- Next milestone is to install MSTs to get homes and business online.

Southwest Feeder Ring

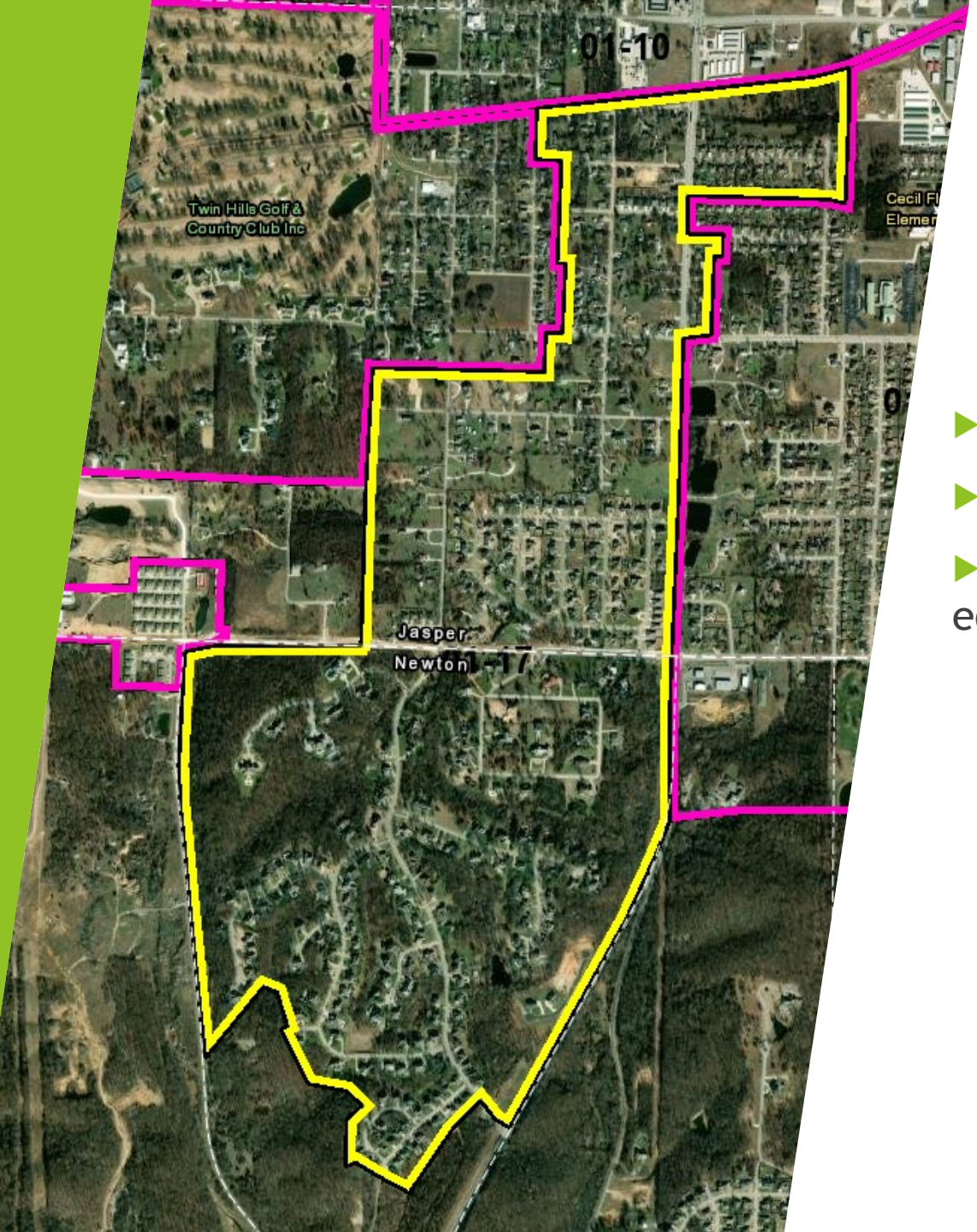
- 95% complete with conduit.
- Fiber is being installed.
- Next big Milestone is getting CO1 and C02 connected.





Northeast Feeder Ring

- 95% complete with conduit.
- Fiber is being installed.
- Next big milestone is getting the CO's talking.



Micro Trenching

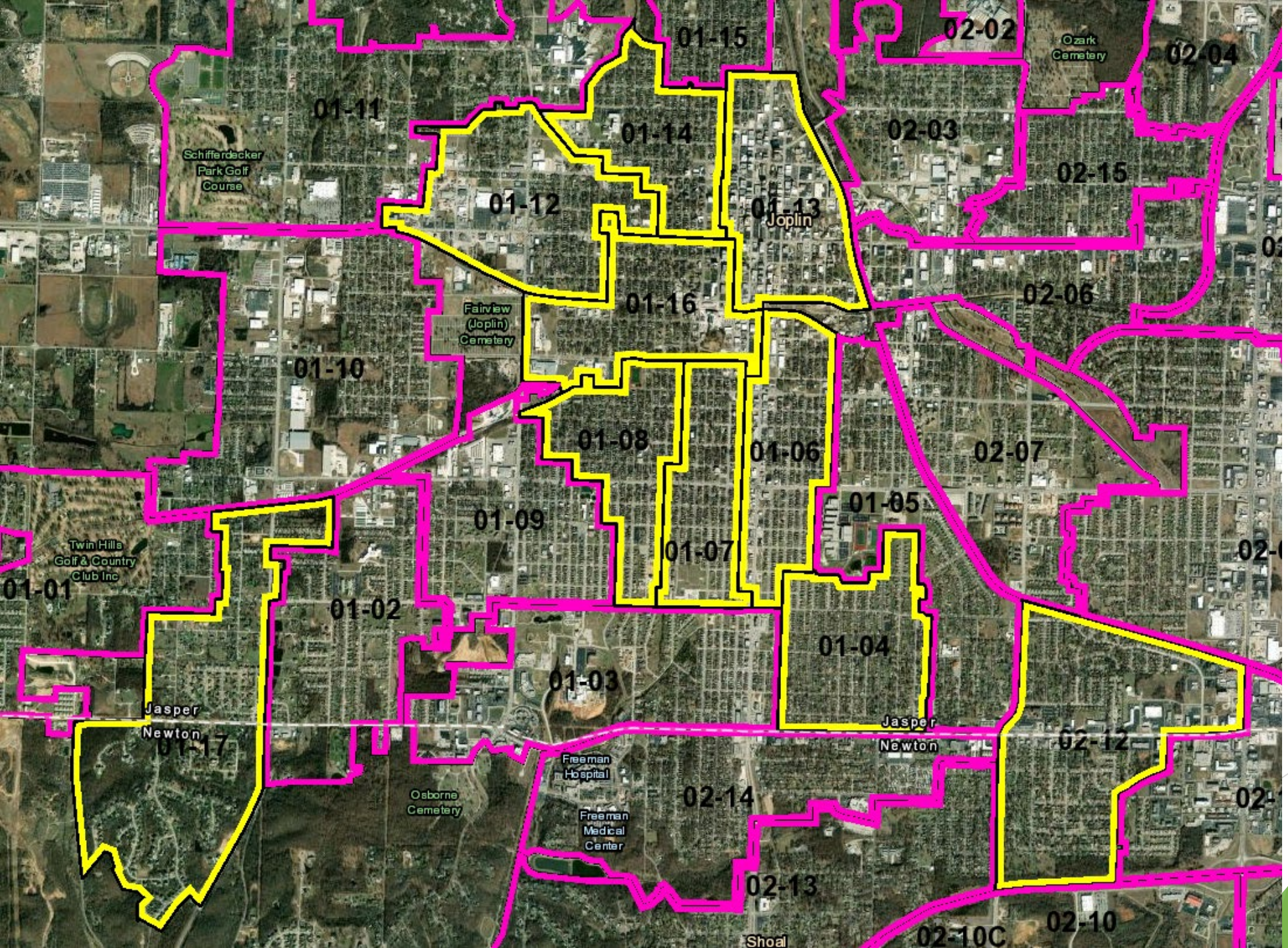
- PON 1-17 will be micro trenched.
- Starting 1/19.
- Will have inhouse crews working all equipment.

Micro Trenching Equipment





Active PONs


01-15
02-02
Ozark Cemetery
02-04
01-11
01-14
02-03
Schifferdecker Park Golf Course
02-15
01-12
01-13
Joplin
01-16
02-06
Fairview (Joplin) Cemetery
01-10
01-08
01-06
02-07
01-05
01-09
01-07
Twin Hills Golf & Country Club Inc
01-01
01-02
01-04
01-03
Jasper
Newton
01-17
Jasper
Newton
02-12
Freeman Hospital
Osborne Cemetery
02-14
Freeman Medical Center
02-13
Shoal
02-10C
02-10

First 3 PONs

- PON 1-14: Complete, currently doing test costumers.
  - Customers can sign up for service on our website.
  - Come by our storefront at 512 S. Main.
- PON 1-12: 57% complete.
- PON 1-07: 54% complete.
- More information - www.Allocommunications.com

Issues / Concerns

Street Cuts

- Allo has moved to a ticket system to insure we don't get behind or miss any utility cuts moving forward.
- Our team is working to make sure all cuts are getting fixed by our contractors or put into the city's system to get fixed.

Delay in micro-trenching

- Micro-trenching started in Oct but stopped due to equipment issues.
- Unfinished areas in Westberry Square.
- We have started trenching as of 1/19 and will be working to get this cleaned up.
- Moving forward, we don't see this happening again.

PUBLIC HEARING PROCEDURES

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

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

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

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

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

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

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

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

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

Thank you for your consideration and understanding.

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
2026-256 – Voluntary Annexation

MEETING DATE:
January 20, 2026

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

FUNDING SOURCE:

Not applicable for this item.

SUMMARY REQUEST:

Case 003-26: Approximately 540 Acres SW of the intersection of Central City Rd and W 20th Street – Voluntary Annexation – A request to voluntarily annex property into the Corporate Limits of the City of Joplin – Wildwood Ranch, LLC

BACKGROUND:

The subject property is located within the Wildwood Ranch Annexation Agreement area, which was a contract between the City of Joplin and Wildwood West, LLC, made in 2009. The agreement stipulates that the property will be annexed into the City of Joplin over a specified timeline. All of the property identified in the agreement is required to be annexed by 2029.

The owner is seeking to sell the property for future industrial development. There will be a rezoning case following the approval of the annexation.

PLANNING & ZONING COMMISSION TESTIMONY:

Mr. Bellairs took a moment to address a few items for case 003-26 and 004-26. A previous annexation agreement with the property owner of Wildwood Ranch, James Pinjuv. The annexation agreement was completed in 2009. All of the property within the annexation agreements is supposed to be annexed into the City of Joplin by 2029. There are existing industrial uses along the corridor: Owens Corning, a concrete plant, and a Liberty substation. Staff wanted to identify that there are currently heavy industrial uses along the 20th Street corridor and that this area has been identified as a future heavy industrial use. The City has also made improvements to the 32nd

Street corridor and is currently making improvements along the 20th Street corridor, to handle the west bound truck traffic. We also have plans for a western bypass that will assist with traffic as well. Mr. Pinjuv represented the case and stated that the annexation is part of an agreement with the City of Joplin. The end-user wants to make sure that the annexation and rezoning is completed beforehand. Ms. Klue-Michael asked how this would impact available drinking water. Mr. Pinjuv stated that the two big concerns are water and power, and the costs will be born by the developer. Ms. Phillips asked if they will buy the land or lease it. Mr. Pinjuv explained that he is selling the land. Mr. Morris Glaze spoke in support, explaining that Mr. Pinjuv has been the sole developer of Wildwood Ranch.

PUBLIC COMMENT;

Mr. Bellairs told Mr. Kimble that you may clarify that this is an annexation case, and there will be a separate case to discuss rezoning. Mr. Kimble relayed this to the opposition's comments. Ms. Mitchell asked if the City would be able to police this area, and how they are going to patrol it with a shortage of officers. Mr. Bellairs stated that these cases go out for interdepartmental comments, and that if JPD has concerns about their ability to police the property, they relay that to Planning and Zoning staff prior to the meeting.

RECOMMENDATIONS:
Staff recommends approving Council Bill 2026-256
Planning & Zoning Commission recommends approving Case 003-26 (6 in Favor, 1 Opposed, 0 Absent)

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

Z&P Meeting: January 12, 2026
City Council Meeting: January 20, 2026

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

STAFF PLANNING REPORT
Voluntary Annexation

CASE 003-26 A request to voluntarily annex property into the City of Joplin

LOCATION Approximately 540 Acres SW of the intersection of Central City Rd and W 20th Street

APPLICANT Wildwood Ranch, LLC

EXISTING CONDITIONS

Zoning	Land Use	Property Size
N/A (Jasper and Newton County, MO)	Vacant	Approximately 540 acres

DISCUSSION

The subject property is located within the Wildwood Ranch Annexation Agreement area. The agreement stipulates that the property will be annexed into the City of Joplin over a specified timeline.

The owner is seeking to sell the property for future industrial development. There will be a rezoning case following the approval of the annexation.

Staff recommends approval of Case 003-26.

ENCLOSURES

- Map of area to be annexed
- Application

CASE 003-26: Annexation

Mr. Kimble asked the applicant to step forward and state their name for the record.

Mr. Bellairs took a moment to address a few items for case 003-26 and 004-26. A previous annexation agreement with the property owner of Wildwood Ranch, James Pinjuv. The annexation agreement was completed in 2009. All of the property within the annexation agreements is supposed to be annexed into the City of Joplin by 2029. There are existing industrial uses along the corridor: Owens Corning, a concrete plant, and a Liberty substation. Staff wanted to identify that there are currently heavy industrial uses along the 20th Street corridor and that this area has been identified as a future heavy industrial uses. The City has also made improvements to the 32nd Street corridor and is currently making improvements along the 20th Street corridor, to handle the west bound truck traffic. We also have plans for a western bypass that will assist with traffic as well.

Mr. James Pinjuv, 1032 Antelope Rd., spoke in favor of the case. Mr. Pinjuv explained that the property in question has been under an annexation agreement with the City of Joplin but remained in the county until now that the land is under contract.

Ms. Klue-Michael stated that she has been contacted by several people in the community that a data center would be located there. Why is the annexation and rezoning contingent on using city facilities?

Mr. Pinjuv explained that this is a very expensive development and the agreement shows that the property will be annexed into the City of Joplin. The end-user is very specific about the particulars of the property and that it will in fact be in the City of Joplin. There can't be variables left out there because of the type of investment that's required on this deal. We're likely looking at a build-out is probably four years. There are other variables beyond annexation and rezoning which are more difficult to come by. The cost range is between five and seven billion dollars. I have been working on this deal for two and a half years. We are trying to make sure that we have all of our basis up-front.

Ms. Klue-Michale asked that if this is passed and we do annex it into the City and this does become a data center the water, the drinking water, the Joplin water facilities will become an issue and is a point of concern of residents that have come to me and where does all of our drinking water go?

Mr. Pinjuv stated that the two big concerns are water and power. It's an enormous power consumer and relatively large water consumer and there will

need to be improvements to the water system and the grid. Those costs will be one hundred percent born by the developer.

Mr. Kimble asked if there were any questions.

Ms. Phillips asked if they'd buy the land or are you going to lease it to them and the contract is for the business to come in.

Mr. Pinjuv stated that is a purchase agreement and that it is a three-step process. I've owned the land for over 20 years, and I am the local developer. There is a mid-level developer of these types of facilities where they do all of the upgrades. Then there is an end-user who has the money to make this thing work.

Ms. Phillips said "eventually"

Mr. Pinjuv said that it will be in the next nine months or it won't happen. Unfortunately, with this business it is evolving quickly so that the things that end users change every 90 days. Right now, it is a race among six companies in America who can afford to do this and that this is a race to see who gets there first. Our timing is really important. The market will in fact change. It's an opportunity that I don't know will come around again. It an opportunity that will put Joplin in more of a high-tech place and bring a different type of talent to town.

Mr. Kimble asked if there was anyone else who would like to speak in favor.

Mr. Morris Glaze, 3321 Deleware, I support both projects, both cases in front of you. Jimmer has been in our community for a number of years and has been the sole developer of Wildwood Ranch, he's knocked it out of the park. He's got homes out there, he's got industry out there, he's got healthcare out there. The city built their new fire station out there. The Catholic church went there after the tornado. I support Jimmer and his projects.

Mr. Kimble asked if there was anyone who would like to speak in opposition.

Mr. Bellairs told Mr. Kimble that you may clarify that this is the annexation case, and that there will be a separate case to discuss the rezoning.

Ms. Tammy Britton, 1386 Augusta Ln, I am neither for or opposed but I have some questions before we rezone this. Data centers have a lot of issues with water and power.

Mr. Kimble stated that rather than talking about the rezoning portion we are talking about the annexation portion. The rezoning case will be next.

Dr. Rosenberg commented that Ms. Britton asked what we would annex the property for. All property annexed into the city is zoned R-1 so the very first project would be that we want to bring this property into the city. The second

thing when we get into the second case we'll talk about property uses. If you are objecting to bringing it into the city then you should speak now, if not, wait until we get to the next one.

Mr. Britton stated that she will come back when they discuss the rezoning.

Susan Mitchell, 5128 W 20th, if you put it into the city, how are you going to patrol it. We don't have enough police, so how are we going do it. It doesn't make sense to put it into the city out there. I know that the city owns the road, that doesn't make sense to me either, but I know it's for what is going to go on. Can you answer how you're going to patrol it when the city can't patrol what we got where we already have a shortage of police officers.

Mr. Kimble stated they will defer to Tyler about what the City can do. Secondly, we are an impartial group that is not part of the City just volunteers that come in and hear things. So I couldn't speak specifically like a city council member could about what the police can do, if that is something you still have a question about after this meeting today when this comes to city council, they will be able to speak much more clearly and specifically to you on that topic.

Mr. Bellairs added that for all of our public hearings we hold before the Planning and Zoning Commission we take all of the city department. One of the agencies that reviews these cases is the Police Department. They respond if they have any concerns about whether their ability to enforce our laws and ordinances, but we did not receive any concerns indicating that from the Joplin Polic Department. If they don't respond, then we take that as they are confident they can handle it and there is no concern.

Mr. Kimble asked if a facility of this nature would have its own private security with boots on the ground that would be able to assist JPD.

Ms. Mitchell asked if this space will also have residential or will it just be business. You'll still need the city police department to run the roads.

Mr. Bellairs stated the Joplin Police Department hasn't indicated that they will have any problem patrolling this area and while we haven't seen any plans, it is common practice for industrial developments to provide their own private security and fencing.

Mr. Kimble asked if there was anyone who would like to speak in opposition.

DR. ROSENBERG MADE A MOTION TO APPROVE CASE 0 03-26. THIS MOTION WAS SECONDED BY M R SPRUCE. MOTION CARRIED. (6 IN FAVOR, 1 IN OPPOSITION, 0 ABSENT)

Voluntary Annexation Procedures

The voluntary annexation of land into the City of Joplin requires procedures established by the Missouri State Statutes. This section of the law is attached for your use. To further assist in the procedures, the following checklist is provided.

1. The property to be annexed must be compact and contiguous to the existing boundaries of the City of Joplin. This must be determined to ensure that there are no unincorporated areas between the area to be annexed and the City of Joplin.

2. If the requested annexation area consists of single or multiple tracts of land a Petition requesting the annexation must be signed by all the owners of all fee interests of record in all tracts of real property to be annexed. This means that both a husband and wife must sign, however, a mortgage holder such as a bank does not need to sign. Please note that all signatures must be notarized. A form is included in this packet for your use.

3. The petition must be filed with the office of the City Attorney for verification. Attached to the petition must be a legal description describing the boundary of the property requested for annexation.

4. The petition will be referred to the Planning and Zoning Commission and City Council for Public Hearing. This will determine the ability of the City to provide services within a reasonable amount of time and whether the land is reasonable and necessary for the development of the City.

5. If there are no written objections filed within fourteen (14) days by two (2) qualified voters in the area or by at least two percent (2%) of the qualified voters of the City, then, the City may complete the annexation by the adoption of an ordinance.

6. Upon completion of the above process, the City will file notice of the annexation with the County Clerk's Office in the county in which the annexed property lies.

Note: If you have any questions, you may call the Planning Division at 417-624-0820, ext. 1511, or email Zoning-Planning@JoplinMO.org for assistance.

BEFORE THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI

PETITION FOR VOLUNTARY ANNEXATION PURSUANT TO 71.012, RSMo.

TO WHOM IT MAY CONCERN:

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

James Pinjuv for Wildwood Ranch LLC.

STATE OF Missouri)
) ss:
COUNTY OF Jasper)

On this 4th day of December 20 25, before me appeared James Pinjuv, to me known to be the Managing Member of Wildwood Ranch LLC, and the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Managing Member of the consideration stated therein and no other, and said Managing Member acknowledged said instrument to be the free act and deed of said corporation, and that the allegations contained therein are true.

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

Notary Public Kimberly S. Hounschell

My commission expires: 7-20-2028

KIMBERLY S. HOUNSCHELL
NOTARY PUBLIC, NOTARY SEAL
STATE OF MISSOURI
JASPER COUNTY
COMMISSION # 12536153
MY COMMISSION EXPIRES: 7/20/2028

Voluntary

Annexation Application

Corporation

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

Office Use Only

Case No.: 003-26
Filing Fee: $0.00
Received: 12/4/25
Proj. No.: 26-004

Please complete the following information as it pertains to the requested voluntary annexation property. If you own more than one parcel in which you are requesting annexation, you will need to complete this form for each parcel of property.

Owner Name: Wildwood Ranch, LLC Phone No. 417-529-6440

Email: jimmerpinjuv@gmail.com

Applicant Name: James Pinjuv Phone No. same

Email: same

Mailing Address: 1032 Antelope Rd, Joplin, MO 64804

Annexation Property Location: Approx 600.4 acres @ the SW corner of Central City Rd & 20th St

Present Use of Property: Vacant

Residential Information (if no present of future residences, you may skip this section.)

Number of presently occupied or occupiable:

Single-family residences: _____

Duplex residences: _____

Triplex residences: _____

Apartment house residences: _____

Apartment complex units: _____

Number of future occupiable:

Single-family residences: _____

Duplex residences: _____

Triplex residences: _____

Apartment house residences: _____

Apartment complex units: _____

Name of water provider, or list 'well': _____

Name of sewer provider, or list 'septic': _____

Commercial Information (if no present commercial use, you may skip this section.)

Business #1
Business Name: _____

Mailing Address: _____

Owner/Manager Name: _____

Phone No. _____ Email: _____

Landlord Name: _____ Phone No. _____

Missouri Sales Tax ID No. _____

Liquor Sales: Yes ◯ No ◯

Business #2
Business Name: _____

Mailing Address: _____

Owner/Manager Name: _____

Phone No. _____ Email: _____

Landlord Name: _____ Phone No. _____

Missouri Sales Tax ID No. _____

Liquor Sales: Yes ◯ No ◯

REQUIRED VOLUNTARY ANNEXATION INFORMATION

JOPLIN

FINANCE DEPARTMENT

*******THIS FORM MUST BE SUBMITTED WITH YOUR VOLUNTARY ANNEXATION PETITION*******

Please complete the following information as it pertains to the requested voluntary annexation property. If you own more than one parcel in which you are requesting annexation you will need to complete this form for each parcel of property.

Property Owner Name: Wildwood Ranch LLC **Telephone Number:** 417-529-6440

Property Address: Approx 600.4 Acres @ SW corner of Central City Rd & W 20th St

1. **Is the annexation the result of an out-of-town sewer agreement?** X **Yes** ___ **No**
2. **Is this property residential property?** ___ **Yes** X **No**
3. **Are there any businesses located on this property?** ___ **Yes** X **No**

If yes, how many businesses are located on this property? N/A

Please list the following information for each business located on the property:

Business #1:

Business Name: _____

Business Mailing Address: _____

Name of Owner or Manager: _____

Business Contact Phone Number: _____

Is the Property Leased to the Business? ___ **Yes** ___ **No**

Type of Business (example: insurance, repair shop, etc.) _____

Does the business sell retail items? ___ **Yes** ___ **No**

If yes, what is their Missouri Sales Tax ID Number? _____

Does the business sell liquor? ___ **Yes** ___ **No**

Business #2:

Business Name: _____

Business Mailing Address: _____

Name of Owner or Manager: _____

Business Contact Phone Number: _____

Is the Property Leased to the Business? ___ **Yes** ___ **No**

Type of Business (example: insurance, repair shop, etc.) _____

Does the business sell retail items? ___ **Yes** ___ **No**

If yes, what is their Missouri Sales Tax ID Number? _____

Does the business sell liquor? _____ Yes _____ No (Over)

Business #3: Business Name: _____

Business Mailing Address: _____

Name of Owner or Manager: _____

Business Contact Phone Number: _____

Is the Property Leased to the Business? _____ Yes _____ No

Type of Business (example: insurance, repair shop, etc.) _____

Does the business sell retail items? _____ Yes _____ No

If yes, what is their Missouri Sales Tax ID Number? _____

Does the business sell liquor? _____ Yes _____ No

Business #4: Business Name: _____

Business Mailing Address: _____

Name of Owner or Manager: _____

Business Contact Phone Number: _____

Is the Property Leased to the Business? _____ Yes _____ No

Type of Business (example: insurance, repair shop, etc.) _____

Does the business sell retail items? _____ Yes _____ No

If yes, what is their Missouri Sales Tax ID Number? _____

Does the business sell liquor? _____ Yes _____ No

MMENTS

Are there residential living units on the property that are occupied or capable of being occupied? _____Yes ___X___No

If Yes, how many

Single-family house(s)	_____	Amount
Duplex(s)	_____	Amount
Tri-plex(s)	_____	Amount
Apartment House(s)	_____	Amount
Apartment Complex(s)	_____	Amount

Do you plan to build residential living units on the property _____Yes ___X___No

If Yes, how many

Single-family house(s)	_____	Amount
Duplex(s)	_____	Amount
Tri-plex(s)	_____	Amount
Apartment House(s)	_____	Amount
Apartment Complex(s)	_____	Amount

N/A Are (or Will) the living unit(s) be on a well _____ Yes _____No
If NO, please furnish the name of the water company _____

N/A Are (or Will) the living unit(s) have a septic system? _____ Yes _____ No
If NO, please furnish the name of the municipal sewer system _____

MJ SURVEYING, LLC.

2224 South Main St. Joplin, MO 64804
Office 417-623-2525
www.MJSurveyingLLC.com

DESCRIPTION

ALL THAT PART OF THE NORTH ONE-HALF OF SECTION 13, TOWNSHIP 27, RANGE 34, JASPER COUNTY, MISSOURI, DESCRIBED AS FOLLOWS:
COMMENCING AT FOUND IRON PIN BEING THE NORTHEAST CORNER OF SAID SECTION 13, THENCE S01°52'46"W ALONG EAST LINE OF SAID SECTION 13, A DISTANCE OF 730.01 FEET TO THE POINT OF BEGINNING;
THENCE CONTINUING S01°52'46"W A DISTANCE OF 1190.86 FEET TO THE NORTH RIGHT OF WAY LINE OF THE ST. LOUIS-SAN FRANCISCO RAILROAD;
THENCE ALONG SAID RAILROAD THE FOLLOWING CALLS:
THENCE S77°22'43"W A DISTANCE OF 1882.59 FEET;
THENCE WITH A CURVE TO THE RIGHT HAVING A RADIUS OF 2839.75 FEET, AN ARC LENGTH OF 222.61 FEET, WITH A CHORD BEARING OF S79°37'28"W AND A CHORD LENGTH OF 222.55 FEET;
THENCE LEAVING SAID RAILROAD N44°29'46"W A DISTANCE OF 3344.93 FEET;
THENCE S88°53'37"E A DISTANCE OF 1832.50 FEET;
THENCE S88°55'44"E A DISTANCE OF 1939.34 FEET;
THENCE S01°52'46"W A DISTANCE OF 659.96 FEET;
THENCE S88°55'06"E A DISTANCE OF 690.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 153.0 ACRES MORE OR LESS.

ALL THAT PART OF THE NORTH ONE-HALF (N1/2) OF SECTION 13, AND ALL THAT PART OF THE NORTHEAST QUARTER (NE1/4) OF SECTION 14, TOWNSHIP 27, RANGE 34, JASPER COUNTY, MISSOURI, DESCRIBED AS FOLLOWS:
COMMENCING AT FOUND IRON PIN BEING THE NORTHEAST CORNER OF SAID SECTION 14;
THENCE S01°53'02"W A DISTANCE OF 70.00 FEET TO THE POINT OF BEGINNING;
THENCE N88°24'12"W A DISTANCE OF 712.50 FEET;
THENCE S01°50'23"W A DISTANCE OF 1717.04 FEET TO THE NORTH RIGHT OF WAY LINE OF THE ST. LOUIS-SAN FRANCISCO RAILROAD;
THENCE S77°02'27"E ALONG SAID NORTH RIGHT-OF-WAY A DISTANCE OF 2091.77 FEET;
THENCE N29°57'42"W A DISTANCE OF 2498.82 FEET;
THENCE N88°43'36"W A DISTANCE OF 23.19 FEET TO THE POINT OF BEGINNING.

CONTAINING 58.4 ACRES MORE OR LESS.

STATE OF MISSOURI
BRIAN A. ATNIP
NUMBER
PLS-2008000859
12/4/25
PROFESSIONAL LAND SURVEYOR

MJ SURVEYING, LLC.

2224 South Main St. Joplin, MO 64804
Office 417-623-2525
www.MJSurveyingLLC.com

ALL THAT PART OF SECTIONS 13 & 14, TOWNSHIP 27, RANGE 34, JASPER COUNTY, MISSOURI, AND THAT PART OF SECTIONS 23 & 24 TOWNSHIP 27, RANGE 34, NEWTON COUNTY, MISSOURI, DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND ALUMINUM MONUMENT AT THE NORTHEAST CORNER OF SAID SECTION 24, THENCE N88°40'30"W ALONG THE NORTH LINE OF SAID SECTION 24 A DISTANCE OF 3473.99 FEET TO THE POINT OF BEGINNING;

THENCE S03°10'20"W LEAVING SAID NORTH LINE A DISTANCE OF 213.04 FEET TO A FOUND IRON PIN AT THE NORTHEAST CORNER OF LOT 2 IN FOREST VIEW SUBDIVISION;

THENCE ALONG THE NORTH LINE OF FOREST VIEW SUBDIVISION THE FOLLOWING COURSES:

THENCE S68°06'02"W A DISTANCE OF 2344.74 FEET TO A FOUND IRON PIN;

THENCE S79°14'00"W A DISTANCE OF 1615.28 FEET TO A FOUND IRON PIN;

THENCE N01°48'55"E LEAVING SAID NORTH SUBDIVISION LINE A DISTANCE OF 1479.59 FEET TO A FOUND IRON PIN ON THE NORTH LINE OF SECTION 23;

THENCE N01°50'14"E A DISTANCE OF 3701.58 FEET TO A FOUND IRON PIN ON THE SOUTH RIGHT OF WAY LINE OF ST LOUIS-SAN FRANCISCO RAILROAD;

THENCE ALONG SAID SOUTH RIGHT OF WAY LINE THE FOLLOWING COURSES:

THENCE ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 2707.98 FEET, AN ARC LENGTH OF 280.71 FEET, A CHORD BEARING OF S74°10'30"E AND A CHORD DISTANCE OF 280.59 FEET TO A FOUND IRON PIN;

THENCE S77°03'04"E A DISTANCE OF 2718.99 FEET TO A FOUND IRON PIN;

THENCE S01°29'24"W LEAVING SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 370.99 FEET TO A FOUND IRON PIN;

THENCE S88°22'53"E A DISTANCE OF 48.96 FEET TO A FOUND IRON PIN;

THENCE S01°30'00"W A DISTANCE OF 2715.76 FEET TO A FOUND IRON PIN ON THE SOUTH LINE OF SECTION 13;

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THENCE S88°40'30"E ALONG SAID SOUTH LINE A DISTANCE OF 16.49 FEET TO A FOUND IRON PIN;

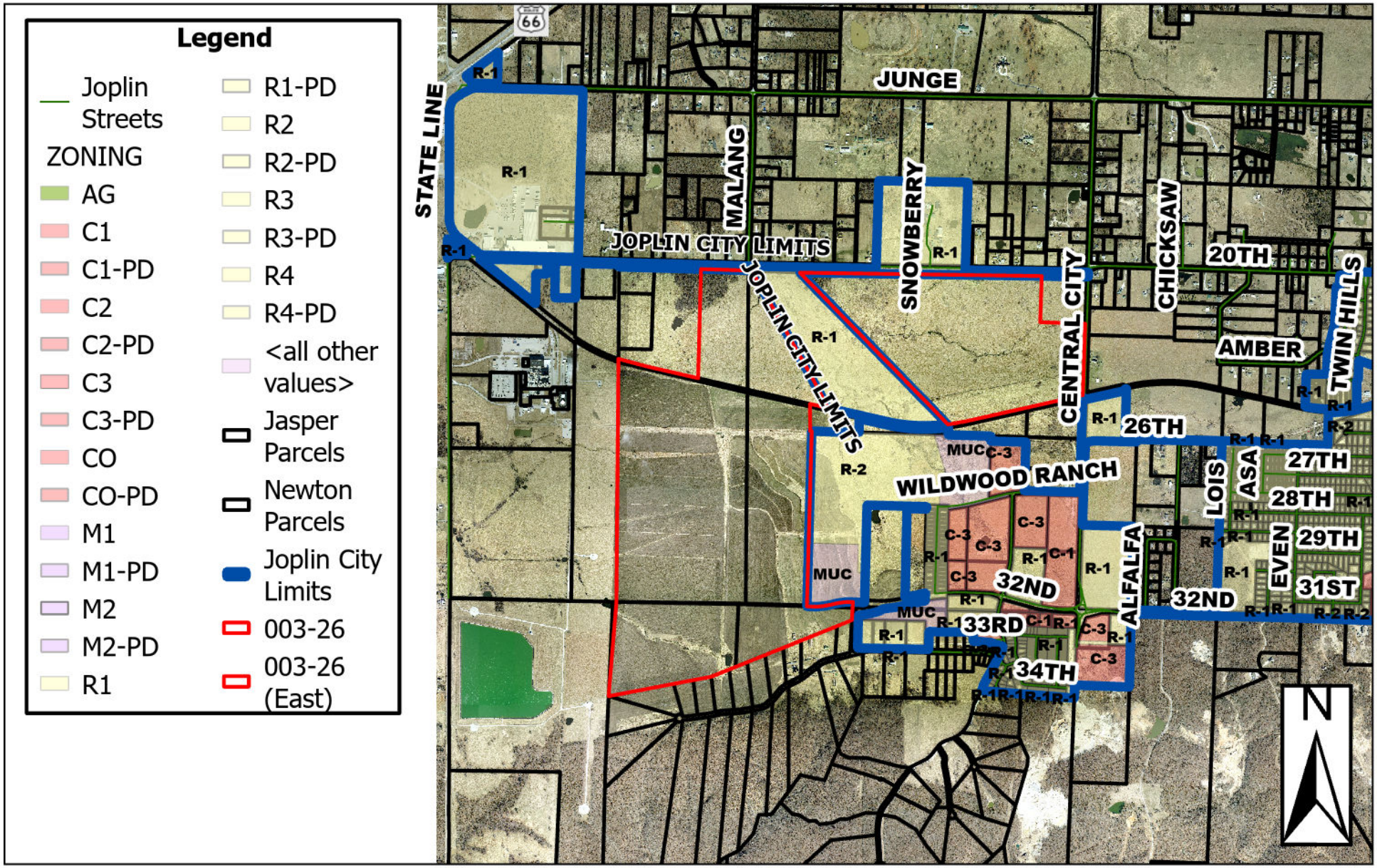
THENCE LEAVING SAID SOUTH LINE ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF OF 1500.00 FEET, AN ARC LENGTH OF 408.46 FEET, A CHORD BEARING OF N83°31'27"E AND A CHORD DISTANCE OF 407.20 FEET TO A FOUND IRON PIN;

THENCE ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 1000.00 FEET, AN ARC LENGTH OF 307.22 FEET, A CHORD BEARING OF N84°31'27"E AND A CHORD DISTANCE OF 306.01 FEET TO A FOUND IRON PIN;

THENCE S03°10'20"W A DISTANCE OF 91.54 FEET TO THE POINT OF BEGINNING.

CONTAINING 313.8 ACRES MORE OR LESS.

Case 003-26: Voluntary Annexation



Approximately 540 Acres SW of the intersection of Central City Rd and W 20th Street – Voluntary Annexation - A request to voluntarily annex property into the Corporate Limits of the City of Joplin – Wildwood Ranch, LLC

P & Z Case 003-26
Wildwood Ranch, LLC
(P & Z Recommended to Approve)

COUNCIL BILL NO. 2026-256 ORDINANCE NO.

AN ORDINANCE approving the voluntary annexation by the Council of the City of Joplin, Missouri, of property generally described as Approximately 540 Acres Southwest of the intersection of Central City Rd and W 20th Street, Jasper and Newton County, Missouri.

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

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

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

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

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

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

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

COMMENCING AT FOUND IRON PIN BEING THE NORTHEAST CORNER OF SAID SECTION 13, THENCE S01°52'46"W ALONG EAST LINE OF SAID SECTION 13, A DISTANCE OF 730.01 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S01°52'46"W A DISTANCE OF 1190.86 FEET TO THE NORTH RIGHT-OF-WAY LINE OF THE ST. LOUIS-SAN FRANCISCO RAILROAD; THENCE ALONG SAID RAILROAD THE FOLLOWING CALLS: S77°22'43"W A DISTANCE OF 1882.59 FEET; THENCE WITH A CURVE TO THE RIGHT HAVING A RADIUS OF 2839.75 FEET, AN ARC LENGTH OF 222.61 FEET, WITH A CHORD BEARING OF S79°37'28"W AND A CHORD LENGTH OF 222.55 FEET; THENCE LEAVING SAID RAILROAD N44°29'46"W A DISTANCE OF 3344.93

FEET; THENCE S88°53'37"E A DISTANCE OF 1832.50 FEET; THENCE S88°55'44"E A DISTANCE OF 1939.34 FEET; THENCE S01°52'46"W A DISTANCE OF 659.96 FEET; THENCE S88°55'06"E A DISTANCE OF 690.00 FEET TO THE POINT OF BEGINNING. CONTAINING 153.0 ACRES MORE OR LESS.

ALL THAT PART OF THE NORTH ONE-HALF (N1/2) OF SECTION 13, AND ALL THAT PART OF THE NORTHEAST QUARTER (NE1/4) OF SECTION 14, TOWNSHIP 27, RANGE 34, JASPER COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: COMMENCING AT FOUND IRON PIN BEING THE NORTHEAST CORNER OF SAID SECTION 14; THENCE S01°53'02"W A DISTANCE OF 70.00 FEET TO THE POINT OF BEGINNING; THENCE N88°24'12"W A DISTANCE OF 712.50 FEET; THENCE S01°50'23"W A DISTANCE OF 1717.04 FEET TO THE NORTH RIGHT-OF-WAY LINE OF THE ST. LOUIS-SAN FRANCISCO RAILROAD; THENCE S77°02'27"E ALONG SAID NORTH RIGHT-OF-WAY A DISTANCE OF 2091.77 FEET; THENCE N29°57'42"W A DISTANCE OF 2498.82 FEET; THENCE N88°43'36"W A DISTANCE OF 23.19 FEET TO THE POINT OF BEGINNING. CONTAINING 58.4 ACRES MORE OR LESS.

AND

ALL THAT PART OF SECTIONS 13 & 14, TOWNSHIP 27, RANGE 34, JASPER COUNTY, MISSOURI, AND THAT PART OF SECTIONS 23 & 24 TOWNSHIP 27, RANGE 34, NEWTON COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: COMMENCING AT A FOUND ALUMINUM MONUMENT AT THE NORTHEAST CORNER OF SAID SECTION 24, THENCE N88°40'30"W ALONG THE NORTH LINE OF SAID SECTION 24 A DISTANCE OF 3473.99 FEET TO THE POINT OF BEGINNING;

THENCE S03°10'20"W LEAVING SAID NORTH LINE A DISTANCE OF 213.04 FEET TO A FOUND IRON PIN AT THE NORTHEAST CORNER OF LOT 2 IN FOREST VIEW SUBDIVISION; THENCE ALONG THE NORTH LINE OF FOREST VIEW SUBDIVISION THE FOLLOWING COURSES: THENCE S68°06'02"W A DISTANCE OF 2344.74 FEET TO A FOUND IRON PIN; THENCE S79°14'00"W A DISTANCE OF 1615.28 FEET TO A FOUND IRON PIN; THENCE N01°48'55"E LEAVING SAID NORTH SUBDIVISION LINE A DISTANCE OF 1479.59 FEET TO A FOUND IRON PIN ON THE NORTH LINE OF SECTION 23; THENCE N01°50'14"E A DISTANCE OF 3701.58 FEET TO A FOUND IRON PIN ON THE SOUTH RIGHT OF WAY LINE OF ST LOUIS-SAN FRANCISCO RAILROAD; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE THE FOLLOWING COURSES: THENCE ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 2707.98 FEET, AN ARC LENGTH OF 280.71 FEET, A CHORD BEARING OF S74°10'30"E AND A CHORD DISTANCE OF 280.59 FEET TO A FOUND IRON PIN;

THENCE S77°03'04"E A DISTANCE OF 2718.99 FEET TO A FOUND IRON PIN; THENCE S01°29'24"W LEAVING SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 370.99 FEET TO A FOUND IRON PIN; THENCE S88°22'53"E A DISTANCE OF 48.96 FEET TO A FOUND IRON PIN; THENCE S01°30'00"W A DISTANCE OF 2715.76 FEET TO A FOUND IRON PIN ON THE SOUTH LINE OF SECTION 13; THENCE S88°40'30"E ALONG SAID SOUTH LINE A DISTANCE OF 16.49 FEET TO A FOUND IRON PIN; THENCE LEAVING SAID SOUTH LINE ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF OF

1500.00 FEET, AN ARC LENGTH OF 408.46 FEET, A CHORD BEARING OF N83°31'27"E AND A CHORD DISTANCE OF 407.20 FEET TO A FOUND IRON PIN; THENCE ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 1000.00 FEET, AN ARC LENGTH OF 307.22 FEET, A CHORD BEARING OF N84°31'27"E AND A CHORD DISTANCE OF 306.01 FEET TO A FOUND IRON PIN; THENCE S03°10'20"W A DISTANCE OF 91.54 FEET TO THE POINT OF BEGINNING.

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

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of _____, 2026, by a vote of _____.

_____
Keenan T. Cortez, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
2026-257 – Rezoning

MEETING DATE:
January 20, 2026

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

FUNDING SOURCE:

Not applicable for this item.

SUMMARY REQUEST:

Case 004-26: Approximately 600.4 Acres SW of the intersection of Central City Rd and W 20th Street – Rezoning – A request to rezone from District R-1 (Single-Family Residential) to District M-2 (Heavy Industrial) – Wildwood Ranch, LLC

BACKGROUND:

The current owner seeks to sell the subject property to a developer who is interested in developing the site for heavy industrial use. The current owner is securing the voluntary annexation and rezoning prior to closing.
The Intent of the M-2 District, under Article 4, Table 4-01 of the Joplin Development Code, states "The M-2 district provides industrial uses that are generally not compatible with residential and/or commercial activity due to the scale, operation, intensity or impacts of activities, or due to the high level of transportation access and support infrastructure required of the business." The subject property includes several acres of land, which has access to transportation infrastructure needed to support the M-2 District (20th Street and 32nd Street). The property is mostly surrounded by rural, unincorporated properties, and the majority is not near dense commercial and residential neighborhoods.
The neighborhood is primarily rural, with some utility infrastructure and unincorporated homes. The property is adjacent to one unincorporated residential subdivision in Newton County, on the South side of the subject property. W 20th Street already serves industrial uses, including a Liberty substation, Owens Corning, and a concrete plant.
The City has made improvements to W 32nd Street and is currently making improvements along W 20th Street, to service more intensive uses and truck traffic to the West side of town. The City is

also working closely with MODOT to designate a Western bypass that will service this region. The 2018 Wildwood Ranch Industrial Complex Master Plan designates this property as a future Heavy Industrial opportunity area.

PLANNING & ZONING COMMISSION TESTIMONY:

James Pinjuv represented the case. Morris Glaze spoke in support. Mr. Pinjuv stated that the buildings would not cover the entirety of the site. There were questions regarding utility improvements and added infrastructure, and Mr. Pinjuv explained that the developer builds the site, but the infrastructure costs or paid for by the end user, and that this is not taken on by the consumer.

PUBLIC COMMENT;

Public comment in opposition was regarding traffic increases, environmental impacts (air and light pollution), policing and security, and utility cost increases and natural resource availability (water). City staff addressed security by stating that these cases are sent out to all City Departments, and if JPD believes that there is a concern in providing services, they let us know. Mr. Bellairs also stated that most industrial developments provide their own security, including fencing and private security. Mr. Pinjuv confirmed this assessment. Traffic was also addressed by staff. Mr. Bellairs stated that they are working on a western bypass with MoDOT, and the 20th Street improvements are currently underway to handle traffic for expected industrial developments, such as semi-truck traffic. 32nd street has already been completed out to Central City Rd. A specific traffic study for the scope of this site has not been conducted, but we have made improvements for heavy industrial traffic for the area as a whole, and that dates back to 2018 when this was designated as a heavy industrial opportunity area. Mr. Pinjuv discussed utility rates with the opposition, stating that this would be completely taken on by the developer. Concerns were also raised about the actual number of jobs that would be created, and what economic impact would be seen by the City. Mr. Pinjuv stated that the site would bring 200 jobs and promote additional economic growth. Mr. Kimble and Ms. Phillips stated that many of the concerns raised were valid, but that they were not sure that they impacted the rezoning case and deferred to Mr. Bellairs. Mr. Bellairs affirmed this and stated that the scope of the decision of a rezoning case is limited to whether or not the proposed zoning district is a good fit, based on land use patterns, future land use plans, and existing infrastructure, not based on the specific use being proposed. Mr. Kimble asked if environmental assessments were available. Mr. Bellairs stated he did not have any available at this time.

RECOMMENDATIONS:
Staff recommends approving Council Bill 2026-257
Planning & Zoning Commission recommends approving Case 004-26 (6 in Favor, 1 Opposed, 0 Absent)

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

Z&P Meeting: January 12, 2026
City Council Meeting: January 20, 2026

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

STAFF PLANNING REPORT
Rezoning

CASE 004-26 A request to rezone from District R-1 (Single-Family Residential) to District M-2 (Heavy Industrial).

LOCATION Approximately 600.4 Acres SW of the intersection of Central City Rd and W 20th St.

APPLICANT Wildwood Ranch, LLC

EXISTING CONDITIONS

Zoning	Land Use	Property Size
R-1	Vacant	Approximately 600.4 Acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	R-1/County	R-2/MUC/C-3/ R-1	County	County
Land Use	Single-Family Homes	Vacant- Future Mixed Use/Single-Family Homes	Single-Family Homes/Vacant	Vacant/Utility Facility

FUTURE LAND USE

The 2018 Wildwood Ranch Industrial Complex Master Plan designates this property as a future Heavy Industrial opportunity area.

TRANSPORTATION

Streets with access	Classification	Right-of-way width
W 20th St	Arterial	130′
W 32nd St	Arterial	120′
S Central City Rd	Local	60′

UTILITIES

City Utilities are in place.

FLOOD PLAIN

A portion of the property is within the flood plain.

STAFF ANALYSIS

CHARACTER OF THE NEIGHBORHOOD

The neighborhood is primarily rural, with some utility infrastructure and unincorporated homes. The property is adjacent to one unincorporated residential subdivision in Newton County, on the South side of the subject property.

THE EXTENT TO WHICH THE REZONING REQUEST MEETS THE INTENT OF THE REGULATIONS

The Intent of the M-2 District, under Article 4, Table 4-01 of the Joplin Development Code, states "The M-2 district provides industrial uses that are generally not compatible with residential and/or commercial activity due to the scale, operation, intensity or impacts of activities, or due to the high level of transportation access and support infrastructure required of the business." The subject property includes several acres of land, which has access to transportation infrastructure needed to support the M-2 District (20th Street and 32nd Street). The property is mostly surrounded by rural, unincorporated properties, and the majority is not in close proximity to dense commercial and residential neighborhoods.

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

The 2018 Wildwood Ranch Industrial Complex Master Plan includes master planning strategies for future manufacturing and warehousing uses. The M-2 (Heavy Industrial) District is consistent with these long-term planning strategies.

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

The property has access to major roadway infrastructure. The property is near I-44, a four-lane interstate. The property also has access to two arterial streets, 32nd street and 20th Street. 32nd Street widening has extended as far West to Central City Rd. 20th Street is currently undergoing

similar improvements. The surrounding transportation infrastructure supports the intensity of this use.

Additionally, the size of the subject property makes it suitable for a "campus" style development, which is ideal for the intensive uses that are permitted under M-2.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

Most of the surrounding properties are either located in the county, vacant, or separated by right-of-way. The few that are touching the subject property will be required to be protected by buffering the subject property with a 30-foot-wide landscape buffer with dense vegetation.

The access to transportation infrastructure, location and size of the property, make the highest and best use heavy industrial.

DISCUSSION

The current owner seeks to sell the subject property to a developer who is interested in developing the site for heavy industrial use. The current owner is securing the voluntary annexation and rezoning prior to closing.

Staff recommends approval of Case 004-26.

ENCLOSURES

- Map of property
- Application

CASE 004-26: REZONE R-1 (RESIDENTIAL) TO M-2 (HEAVY INDUSTRIAL)

Mr. Kimble asked the applicant to step forward and state their name for the record.

Mr. James Pinjuv, 1032 Antelope Rd, spoke in favor of the case. The reason to bring in a high-tech business, we don't know exactly what it will be, there are variables to this that haven't been answered. They will be answered through studies with Liberty and the southwest power pool. It is a large power user and a large water user but any expenses that are required to upgrade the facility to manage this deal will be paid for by the end user. The local power system will be greatly improved as will portions of the grid. Any of those upgrades will be born by the end user. I think most people here are familiar with senate bill four that passed last year or the year before which is all about data centers and how its wanting to entice data center developers to come to town, that bill specifically excludes any utility provider from being able to go out and do any speculative expense to grow a system that could wind up falling back and being born by existing rate pay. That can't happen. The way this works is that the studies will be done to determine how much power is actually available right now within the southwest power pool, which include a large swath of the United States and two Canadian Provinces. Those guys do the study to determine what if any excess power is available within that grid and can be transmitted to our location for use in this project. That is a time consumptive process, again the developer won't put up the money which is a $200,000 fee for each of the two studies they have two do, one for the SEC the other with Liberty. Liberty, of course, looks at it from their perspective and existing service territory and most of the impact will be on Liberty unless there is power that comes from Saskatchewan or Alabama, that a potential. Anybody who has any excess power would be interested in selling to this project. Then it is a matter of if it can be transmitted here and if can be how much and what upgrades will need to be made to the grid. All of those upgrades will be paid for by the end-user. Once the power studies determine, we know we won't have all of the power that we'd like to have, it's a large amount of power, roughly the size of Liberty right now, it'll come in tranches over the next two to four years. Each of those will come through the exact same studies and again the end user will bear the expense of the upgrade and will never fall back on the rate payer. A common misperception is that all of this power is going to drive up energy rate. This is not a all the case. Here, Liberty doesn't have any excess power, the power is going to come from new generation from some other place in the grid. The end user is not only paying for the water and power to get here but also for the generation itself. So, if in the long run if it goes the way we hope, there will be additional generation on the liberty grid and that will be primarily funded by the end user who will give it to Liberty and Liberty will operate it. They

will continue to consume the power. The costs are just staggering. The developer is not going to put in the money for even the study becomes that is non-refundable money which is out the door unless they know they have zoning in place and have community support.

Mr. Kimble asked if there were any questions from the commission.

Ms. Harrington asked what percentage of the property to be annexed in would the user actually purchase, will there be excess property?

Mr. Pinjuv responded that they will purchase the entire site that is to be annexed and rezoned, but that is another great thing about this development that it is a very minor coverage, there won't be a lot of buildings. The maximum, if they were able to get the amount of power that they'd like to get, again we don't know if they will able to get that, the first part will likely be 25% and hope to get a build out, but if they are able to get the maximum amount of power the build-out will be about four million square feet, which on 600 acres is less that 20%. These are not big employers, even if they maxed out at 4 million square feet will likely have 200 jobs. They are high paying jobs, so they don't create new traffic, they create less noise, 25% less noise than the Liberty power plant does right now, they don't create pollution, and they don't create problems that the police department will have to worry about at all. The entire thing will be fenced and secure because nobody can get into a data center other than an employee who works there. Guys that I know who have developed these already who have turned them over to the likes of Meta and Microsoft, once they get a C of O, they never get back in the building. They have really high security.

Ms. Harrington asked if they require the 600 acres for what they're building.

Mr. Pinjuv responded that they really don't but they want to keep competition out, they don't want any other users coming, and they also want to be good neighbors. They're going to provide huge buffering on this. Their minimum setback will be 250 ft. They are laying out the site plans now. They plan to build buffers around residential uses building dirt berms with evergreen trees. They are incredible community partners and citizens because they're in a different world financially that most other businesses and expect people to complain.

Ms. Harrington stated that will alleviate police coverage there. They are going to have very high security.

Ms. Phillips had a question asking if all of the build out would be in Jasper County or would some of it be in Newton County.

Mr. Pinjuv responded that he expects to have a site plan on this prior to City Council meeting in two weeks so he'll have a better idea if the county line runs in there and they may cover the County line.

Franchise takes are enormous property taxes are enormous, there is a lot of benefit to the municipality. At the end they don't create crime, they create exceptionally high paying jobs, from what I'm told, there are six and a half to seven outside jobs created in the community.

Mr. Kimble asked if there were other questions.

Mr. Kimble asked if there was anyone else who would like to speak in favor.

Mr. Morris Glaze, 3321 Delaware Ave, I've been on the JIDA board for 18 years and they just renewed me for another 6 years and I've been involved in economic development through the Chamber, and my business and when I was in sales for Standard Transportation for over 35 years. I've known Jimmer (Mr. Pinjuv) for 25 years. He's the soul developer for Wildwood Ranch. He's not asked for any financial help from the city, he's done all of the promotional work himself, I know he's worked on several projects in the past, some happened and some didn't but the IDA authority actually looked at buying his property about three years ago, but we couldn't afford it. We didn't have that kind of cash on hand even if we borrowed funds from the city. That is why we stayed out at the Crossroads center on East 32nd Street. And we just bought 330 acres on the north side of Exit 13 that you all just annexed into the City of Joplin in November. We didn't have any problems with fire or police protection and that's 13 miles east of the state line from where the city limits of Joplin start. Did you know that the convenient store at Downstream is in the City of Joplin? And they used the I-44 roadbed as a continuity to bring them into the city. We did look at this property. The county commissioners have paid for the improvements to 20th Street to get traffic to the west side of Joplin. And eventually the 249 bypass will be on that roadbed for Central City, MoDOT tells us.

Mr. Kimble asked if there was anyone who would like to speak in opposition.

Ms. Tammy Britton, 1386 Augusta Ln, stated that she is not for or against this, but she does have questions that should be answered before we rezone; one, Jimmer (Mr. Pinjuv) did mention about the infrastructure for the utilities. I think there needs to be more in-depth answers on that. I've done my own research from Warrenton, MO to Jefferson County, MO to Jefferson City. All of them have the same infrastructure problem with your utilities. Those costs do get sent down to the consumer. Also, the water, I don't know if you guys are aware how much water one of these data centers takes, but they take thousands and thousands of gallons a day to cool down. I think that needs to be addressed. Air pollution,

you're looking at putting a new building that's going to add more lighting, so that is going to take away from the people that built their houses out there in the country and we're going to have a lot of lighting issues. Now, how are they going to address that? The air pollution. These data centers also use large generators. How are they going to maintain the noise level out there when those generators have to be ran? Also, back to the utilities, when we do have power outages, does the data center come first to get resolved? Who comes first? A resident or a company?

Mr. Kimble asked Jimmer (Mr. James Pinjuv) if there is anything that she's asked or raised that you feel like you'd be able to answer?

Mr. Pinjuv stated that if there were an outage and the system were to go down, there would be on-site generators that would back up the site. There would be new infrastructure to bring gas to generate new power. That is all done with a cross country power line with Southern Star. Those engineering and budget plans are being put together now. They're reached out to Missouri American Water and the water is already available now from the pumpstation on 20th, they would have to build new lines to our property. It is relatively expensive, but in the grand scheme of things, and what it costs to build, off site improvements are pretty much rounding error, unless we needed excess power in Canada and had to build new lines down here, that would be a billion dollars but that's not going to be where we get it from. You heard that the local payers would get the bill but if you read Senate Bill 4 that can't happen, it is against the law. If it were to happen, I am not sure who will get sued but I don't see it happening. Again the five or six companies who do this are now worth more that all of the Fortune 500 companies put together.

Ms. Klue-Michael asked if the new water lines that are coming in are going to be paid by the purchaser as well.

Mr. Pinjuv responded that yes, the infrastructure costs will be paid by the end user. The end user will sign an agreement with the city and/or with Liberty. The developer is the builder/contractor and will not pay it. The amount of power that they plan to consume, let just use a wild number, lets say that they are going to get 200 megawatts of power in the first year, the end user will have to bond the first payment of that for, I believe, its like ten years. So it is about a million dollars per megawatt they have to bond for it and/or put up a cash equivalent. The middle guy can't do that; I can't do that.

Mr. Kimble asked Ms. Britton if Jimmer answered her questions.

Ms. Britton asked are we sure that they are willing to put that in writing and guarantee that the rate increases are not going to go down to the customers. For water, for power, for any of it. We're not benefiting from that.

Mr. Kimble asked Jimmer if he is willing to address that.

Mr. Pinjuv said that the senate bill addresses power but does not know if it addresses water. But it is the end user who will pay for the upgrades. The entire community will in fact benefit from this in a huge way. Primarily because of the type of jobs that will come to town and the wage base is dramatically higher. About two times the county average. Maybe some employers may not like it for competition on employees. The lowest wages they have are above $70,000. The average wage is closer to $100,000, mid 90's. I'm a growth guy, I believe that if a community is not growing, it's dying. That's why I bought this piece in the first place 20 years ago. It took 17-18 years of hanging on by the skin of my teeth to get it to the point where we had an opportunity like this and this is not something that existed 20 years ago. Like Tyler (Mr. Bellairs) said this thing is planned and mapped in our original design that we brought to the city back in, I think 2008, all of it was planned to be industrial and I can't imagine that we wouldn't get industrial zoning, and if we did get that and we didn't get what we're hoping to build right now the cat is out of the bag, I wasn't planning on talking about that. We've got a rail line running through that, you're talking about intense use of M2. This could be manufacturing and dirty stuff, noisy stuff, pollutant causing, which I also heard pollution causing (as one of the concerns raised for this use). I've not heard that data centers pollute. They draw a lot of power and use a lot of air conditioning but there is no smoke stacks. They could create pollution during a power shutdown where they had to start up their generators but that's not even in their plan. They want to have three sources of power to go to their sight, so if one goes down they still have two to back up. Because like I said, they can't go down because of the data. Obviously they are all wired in, if all three of those sources were to go down then they would kick in the generator. That is a very short-term use. There is a massive benefit to the community. This will be the biggest thing to hit Joplin, Missouri since the mining.

Mr. Kimble thanked Jimmer.

Ms. Britton stated that the only objection that she has with his comment about resources coming into the community, I guarantee that those jobs will only be 50k a year and I bet it will only employ 50 people. I work in IT. People really need to do their research on these data centers to see how many people actually work for these. Thank you.

Mr. Kimble asked if there is anyone else who would like to speak in opposition to this case. Please set forward and speak your name and address for the record.

Ms. Jennifer Jones, 2006 E 34th Place, I'd like to know precisely who's benefiting from having an AI data center in Joplin, aside from the developer who is going to sell his land. What benefits do those data centers bring to communities? Specifically, not future promises of this job and future prospects of other companies coming in. What actual benefits do they bring to a community when they're built. I'd also like to ask what company is planning on coming and I'd like to see some proof that in other places that they've built their facilities that they paid for the infrastructure improvements in those communities. Because again, we have been promised many thing by many companies that have come to Joplin through TIF incentives and different things with full-time employment and benefits and those things have not happened in every instance. I'd also like to know if they are going to produce their own private power to help with the electrical infrastructure, what type of power will that be? Will that be more fossil fuel production? That does cause more pollution and you can't say that it doesn't if you are using more fossil fuel to generate more power that does produce more pollution than is currently being produced. As far a not being aware, the developer not being aware of any pollution in any other areas, it is a really quick Google search to find people who live in communities next to these data centers that have to fill buckets with water to fill in their toilet tanks so that they can flush their toilet, that have brown sludge coming out of their faucets because they don't have water. I'd just like to know do we think that having the benefits of having one of these AI data centers in our community outweighs the costs to our natural resources, to our people to the people that live around as far as noise pollution, light pollution, everything that has already been said, there is proof, there has to be, this is not the first AI data center that's ever been built so there has to be proof for or against so if there is proof for improvements to communities and people are happy and everything is wonderful, I think we need to see that before we vote on rezoning this property. Thank you.

Mr. Kimble said that one thing that I'd like to address with you real quick, I don't know that many or any of those necessarily impact a zoning vote, they're excellent questions that you have, I'm not diminishing those by any means. I feel like those would be excellent questions to bring to the City Council in couple of weeks whenever this goes to them. And I understand the desire to have answers for this, I don't know if this is something that Jimmer can speak to or not.

Ms. Jones said just as a rebuttal to what he just said. They are going to be paying for everything, their won't be extra pollution, I'd like to see proof of that.

I'd like to see data. I'm sure he's a fine wonderful honest man but I'm not going to take his word for it. I want to see some data.

Ms. Phillips said that I think Tyler (Mr. Bellairs) maybe you can sum this up, we're here to rezone we're not to approve a data center. I'm not trying to cop out at all, believe me.

Mr. Bellairs said that what Mr. Kimble is saying and what Ms. Mary Ann Phillips is saying is that the scope of the decision for Planning and Zoning Commission it's whether or not this M-2 Heavy Industrial is a suitable zoning district for this area not regarding the specific use whether or it's a data center, whether it's a manufacturing or a something similar to Owens Corning or utilities uses anything that permitted in the M-2 district. The scope of the decision is based solely on whether or not we think that heavy industrial district is a good fit for this area. So what the Commission has to take into consideration is future land use plans existing infrastructure surrounding characters of development in order to make their decision but they're not here to discuss the particular use or any development plan that may or may not take place after the rezoning.

Ms. Jones stated that okay if this property is not rezoned are you still going to sell it to whatever. Is this deal going to fall through for him if this property is not rezoned, that's my question.

Mr. Bellairs indicated that yes they can't sell to an industrial developer if the rezoning does not pass.

Ms. Jones said that answers it, thank you.

Ms. Phillips said that I know we keep talking about power and water but don't forget about our friends at the wastewater treatment plant and the sewer because the city is going to have to bring in sewer too. Because we are not going to be on a septic system. So that's another huge, huge amount of money to do the infrastructure.

Dr. Rosenberg stated that is says there that all of the utilities are in place. Is that true.

Mr. Bellairs said that city sewer is in place, that says *city* utilities are in place other utilities will need to be extended.

Mr. Kimble ask if there is anyone else who would like to speak in opposition to the case to please step forward and state your name and address for the record.

Ms. Susan Mitchell, 5128 W. 20th, I'm asking that you don't pass it because if you do your research you'll find out that the data centers take up a lot of electricity it goes back to the consumers it is not going to hurt just Joplin but will hurt the

whole state of Missouri it's going to hurt Kansas and everything just because it is a data center. It's only going to employee two hundred people. Most of them, do your research, doesn't employee hardly any person. They don't have parking lots. It's just nothing but computers running in there constant. It take up electricity and it takes up a lot of water and then it's going to bring down my property and a lot of other property out there and a lot of property values because it's going to be a data center and again if you do your research, and I ask that you just put this off a little bit, you'll find out that they're noisy, there is a constant hum in the air. It's been pretty peaceful out our way but it's not now with the road coming in and stuff but it's going to be a hinderance for people and it's going to cost us knock our property values down, and you know, it's going to raise everybody's utilities they even had a thing on TV I just happen to catch it a couple of weeks ago that I didn't even hear about it and it was people in Texas and I think North or South Carolina that are complaining that their power bills meaning heir electric bills was more than their house payment. And they were complaining like $1,100 electric bills. And I know now people have you know electric bills that are out of sight anyways because Liberty getting all of these. But it is going to be the consumers that is going to pay for it. AI is not going to pay for it, you know. You guys should all know that. It's just a fairytale it's not going to happen. I think it still needs to stay out there residential. The original plans were to put a school out there and you know, maybe a convenience store or something like that in a little area and probably put a school out there I said. I think it needs to stay residential and maybe M-3 to add maybe a commercial store or something because there is a lot of people in that area and a lot more people to come. He may have to wait on his money, you know, to get it from residential but I don't think it should be zoned for industrial. It's going to cost all of the taxpayers. Anybody that works or anyone that has a utility bill with you know Empire electric or water it's going to cost them. You can Google it right now and you can ask, and I didn't look it up, you can ask what an AI data center will do and one of them will say 20% of your value of your home higher utility bills its all going to be there, you know, so, I just ask that you don't rezone it to be heavy industrial or don't allow a data center out there because you know like I said we just live right down the road we're not six blocks from there, It won't be going outside to listen to nothing. There is hardly any traffic out there. There never has been on that road. But once they get that done then there is going to be a lot of traffic, we might as well live downtown or we'd have to live by the mall or something, because it's going to get pretty noisy. And you're going to ruin our neighborhood and you're going to raise everyone's utility bill. And not just Joplin's going to raise everyone's, Liberty bills are going to go up a lot. I just ask that you do your research take a little bit of time before you pass this, it's not going to hurt the council to wait a little longer, it's just not good. Not a good thing

for anybody. Whether you live out there or, we all have utility bills. And I think and I don't know for sure but I'm sure the water is going to cool those turbines there gonna knock down. They just put in a bench pipe a few years ago, you know for the Empire plant. So I don't know how big this pipe is going to be but it is going to take our water table down, it's gonna hurt our yards it's gonna hurt the water pressure. It's just not going to be good. Nothing good is going to come out of it. That's all I ask is that you wait, you know or don't pass it. Thank you.

Mr. Kimble asked if there is anyone else who would like to speak in opposition to this case. Please set forward and state your name and address for the record.

Ms. Susan Cook 5729 W 20th Street, we received a letter that said that we were within 185 feet of this development, this change. We've lived at our residence for 35 years; we raised our children out there our grandchildren come and visit us. We have young grandchildren. What impact will this have on the traffic patterns? Has anyone done a study of that. There is already because of the Owens Corning plant and even when the dog food plant prior to Owens Corning. There'd be large semi trucks going back and forth and we had a concern when our children stated driving. What will this rezoning do to the traffic patterns. We have quail out there large population of wildlife, we've seen the owl population diminish since the residential development of Wildwood Rand south of the railroad tracks. What's it going to do for our quail population, has anyone studied that? There is a lot of water runoff that crosses our pasture, beautiful wildflowers in the summer and wild asparagus because of the runoff water. What is that going to do to the quality of water if this is rezoned to commercial? Has anyone looked at this other than the dollar impact this will have? Those are questions that we would love to see answered and what will this do to our property value. Our 10 acre property is a legacy that we have built for our family. They can come out and look at the stars they can look for comets and we've seen the northern lights. What kinds of pollution will take place out there? Not just air pollution, light pollution, noise pollution, these are things that should be considered before you make the vote to change that and affect our lives. Thank you.

Mr. Kimble asked Tyler (Mr. Bellairs) if he has speak to any traffic or environmental impact studies that have been done or will be done in this are.

Mr. Bellairs mentioned that they are working on a western bypass with MoDOT, the 20th Street improvements are currently underway to handle traffic for expected industrial developments, such as semi truck traffic. 32nd street has already been completed out to Central City Rd. A specific traffic study for the scope of this site has not been conducted, but we have made improvements for heavy industrial traffic, and that dates back to 2018 when this was designated as a heavy industrial opportunity area.

Mr. Kimble asked what about environmental impact.

Mr. Bellairs stated he does not have environmental studies with him now, I would have to refer back to the 2018 report. There may have been environmental studies included in the 2018 Wildwood Ranch Industrial Complex Master Plan.

Mr. Kimble asked what it would take to conduct a traffic study.

Mr. Bellairs responded that we have to confer with our engineering teams. Perhaps we could do that in house. He'd have to defer to public works and talk to our traffic engineer.

Mr. Kimball asked about how long it would take to do a environmental study.

Mr. Bellairs responded that we would probably have to hire a consultant for that.

Mr. Kimble asked what the timeline on that would be.

Mr. Bellairs stated he would not have that present at this time. It would not be a quick turnaround because we would have to put that out to bid, or if the developer did that, they would have to confer with their firms to perform that study in house, but that he would have to get back with Mr. Kimble on that, as he does not have that answer now.

Mr. Kimble ask if there is anyone else who would like to speak in opposition to this case. Seeing that there is none, Mr. Kimble asked to open the floor to the Commission.

DR. ROSENBERG MADE A MOTION TO APPROVE CASE 0 04-26. THIS MOTION WAS SECONDED BY MS HARRINGTON MOTION CARRIED. (6 IN FAVOR, 1 IN OPPOSITION, 0 ABSENT) .

Rezoning Procedures

Applicability. The rezoning process provides review of changes to the boundary of zoning districts (map amendment) that may be necessary to implement the comprehensive plan, to account for changed conditions in the general area, or to reflect a change in public policies with respect to future development. Application for a rezoning may be initiated by the property owner, the City Council, or the Planning Commission.

Review Criteria. A rezoning shall be reviewed according to the following criteria:

1. The application is consistent with the comprehensive plan, and any official plan or program developed under the guidance of that plan.
2. The application supports the character of the neighborhood, considering the design of streets, civic spaces, and other open spaces; the scale, pattern, and format of buildings; the zoning of property and intent of other zoning districts in the vicinity; and the compatibility, transitions, and integration of existing and potential future uses.
3. The suitability of the subject property for the uses to which it has been restricted.
4. The application furthers the intent of the proposed zoning district and the general purposes of these regulations.
5. The application demonstrates compliance with all substantive standards and guidance of the proposed zoning district; or, where no proposed development application is associated with the application, there is a likelihood of development that complies with all substantive standards can be demonstrated.
6. The ability of the City or other government agencies to provide any services, facilities or programs that may be necessary if the application is approved.
7. The effect of approval on surrounding property, including the likelihood that surrounding areas may be developed in accordance with current zoning or future plans.
8. The recommendations of professional staff or other reviews associated with the application.

Review Procedures. In addition to the general requirements in Table 2-1 and Section 2.01, the following requirements are specific to zoning map amendment applications.

1. Applications may be accompanied by one of the following complementary applications: a Site Plan, a Special Use Permit, or a Concept Plan of a similar nature to that required in Section 2.04 for Planned Developments.
2. Applications may be accompanied by any plat that is necessary for the project.
3. The City Council may recommend the application be returned to Planning Commission for further study or additional information at its next regular meeting. Failure by the Planning Commission to consider or revise its recommendation shall be considered a resubmission of its original recommendation.
4. The Planning Commission may recommend, or City Council may approve a lessor change than was proposed in the notice, whether in extent of property or project area, or in the scale, intensity, or other substantive standards for proposed project and zoning change.

Effect of Decision. Rezoning shall be approved by the City Council in the form of an ordinance. Approved changes shall be indicated on the Official Zoning Map by the Director within 30 days following approval. Any application that includes a required site plans or other similar applications

Rezoning Application

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

Office Use Only
Case No.: 004-26
Filing Fee: $600.00
Received: 12/4/25
Date Advertised:
Proj. No.: 26-005
Public Hearing Date: 1/12/26

Applicant: James Pinjuv Phone No.: 417-529-6440
Address: 1032 Antelope Rd Joplin, MO 64804 Email: jimmerpinjuv@gmail.com
Owner: Wildwood Ranch LLC Phone No.: same
Address: same Email: same
Location of Property: Approx 600.4 acres @ the SW corner of Central City Rd & W 20th
Present Use of Property: Vacant - 600.4 Acres
Proposed Use of Property: Data Center
Current Zoning: ~~AG~~ R-1 Requested Zoning: M-2

Surrounding Land Use and Zoning:

	Land Use	Zoning
North	Single family homes	R-1 / County
South	Single Family / Healthcare	R-2, MUC, C-3
East	Single family / Vacant	MUC / R-2 / County
West	Vacant / Utilities	County N/A

Character of the Neighborhood: Undeveloped Tracts, Mixed Use Subdivisions, Single-Family Subdivisions

Note: TRACT 1 on legal, exclude 2 & 3

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

Additional Platting Comments: _____

_____

_____

Unique Characteristic of Property and/or Additional Comment:

Annexing tract for a future Industrial development to construct a data center. The property is designated as an industrial opportunity area on the 2018 Wildwood Annexation Plan.

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

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

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

Signature: _____ **Date:** 12/4/25

MJ SURVEYING, LLC.

2224 South Main St. Joplin, MO 64804
Office 417-623-2525
www.MJSurveyingLLC.com

ALL THAT PART OF THE NORTH ONE-HALF (N1/2) OF SECTION 13, AND ALL THAT PART OF THE NORTHEAST QUARTER (NE1/4) OF SECTION 14, TOWNSHIP 27, RANGE 34, JASPER COUNTY, MISSOURI, DESCRIBED AS FOLLOWS:
COMMENCING AT FOUND IRON PIN BEING THE NORTHEAST CORNER OF SAID SECTION 13, THENCE S01°52'46"W ALONG EAST LINE OF SAID SECTION 13, A DISTANCE OF 730.01 FEET TO THE POINT OF BEGINNING;
THENCE CONTINUING S01°52'46"W A DISTANCE OF 1190.86 FEET TO THE NORTH RIGHT OF WAY LINE OF THE ST. LOUIS-SAN FRANCISCO RAILROAD;
THENCE ALONG SAID RAILROAD THE FOLLOWING CALLS:

THENCE S77°22'43"W A DISTANCE OF 1882.59 FEET;
THENCE WITH A CURVE TO THE RIGHT HAVING A RADIUS OF 2839.78 FEET, AN ARC LENGTH OF 1267.36 FEET, WITH A CHORD BEARING OF N89°50'10"W AND A CHORD LENGTH OF 1256.86 FEET;
THENCE N77°02'27"W A DISTANCE OF 2949.74 FEET;
THENCE LEAVING SAID RAILROAD N01°50'23"E A DISTANCE OF 1786.97 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 14;
THENCE S88°24'32"E A DISTANCE OF 712.55 FEET TO THE NORTHEAST CORNER OF SECTION 14;
THENCE S88°53'38"E A DISTANCE OF 2632.53 FEET TO THE NORTH QUARTER CORNER OF SECTION 13;
THENCE S88°55'54"E A DISTANCE OF 1316.55 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 13;
THENCE S88°55'06"E ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER A DISTANCE OF 623.80 FEET;

THENCE S01°52'46"W A DISTANCE OF 730.01 FEET;

THENCE S88°55'06"E A DISTANCE OF 690.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 286.6 ACRES MORE OR LESS.

SUBJECT TO A COUNTY ROAD ON THE NORTH AND EAST SIDES THEREOF.

MJ SURVEYING, LLC.

2224 South Main St. Joplin, MO 64804
Office 417-623-2525
www.MJSurveyingLLC.com

ALL THAT PART OF SECTIONS 13 & 14, TOWNSHIP 27, RANGE 34, JASPER COUNTY, MISSOURI, AND THAT PART OF SECTIONS 23 & 24 TOWNSHIP 27, RANGE 34, NEWTON COUNTY, MISSOURI, DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND ALUMINUM MONUMENT AT THE NORTHEAST CORNER OF SAID SECTION 24, THENCE N88°40'30"W ALONG THE NORTH LINE OF SAID SECTION 24 A DISTANCE OF 3473.99 FEET TO THE POINT OF BEGINNING;

THENCE S03°10'20"W LEAVING SAID NORTH LINE A DISTANCE OF 213.04 FEET TO A FOUND IRON PIN AT THE NORTHEAST CORNER OF LOT 2 IN FOREST VIEW SUBDIVISION;

THENCE ALONG THE NORTH LINE OF FOREST VIEW SUBDIVISION THE FOLLOWING COURSES:

THENCE S68°06'02"W A DISTANCE OF 2344.74 FEET TO A FOUND IRON PIN;

THENCE S79°14'00"W A DISTANCE OF 1615.28 FEET TO A FOUND IRON PIN;

THENCE N01°48'55"E LEAVING SAID NORTH SUBDIVISION LINE A DISTANCE OF 1479.59 FEET TO A FOUND IRON PIN ON THE NORTH LINE OF SECTION 23;

THENCE N01°50'14"E A DISTANCE OF 3701.58 FEET TO A FOUND IRON PIN ON THE SOUTH RIGHT OF WAY LINE OF ST LOUIS-SAN FRANCISCO RAILROAD;

THENCE ALONG SAID SOUTH RIGHT OF WAY LINE THE FOLLOWING COURSES:

THENCE ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 2707.98 FEET, AN ARC LENGTH OF 280.71 FEET, A CHORD BEARING OF S74°10'30"E AND A CHORD DISTANCE OF 280.59 FEET TO A FOUND IRON PIN;

THENCE S77°03'04"E A DISTANCE OF 2718.99 FEET TO A FOUND IRON PIN;

THENCE S01°29'24"W LEAVING SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 370.99 FEET TO A FOUND IRON PIN;

THENCE S88°22'53"E A DISTANCE OF 48.96 FEET TO A FOUND IRON PIN;

THENCE S01°30'00"W A DISTANCE OF 2715.76 FEET TO A FOUND IRON PIN ON THE SOUTH LINE OF SECTION 13;

MJ SURVEYING, LLC.

2224 South Main St. Joplin, MO 64804
Office 417-623-2525
www.MJSurveyingLLC.com

THENCE S88°40'30"E ALONG SAID SOUTH LINE A DISTANCE OF 16.49 FEET TO A FOUND IRON PIN;

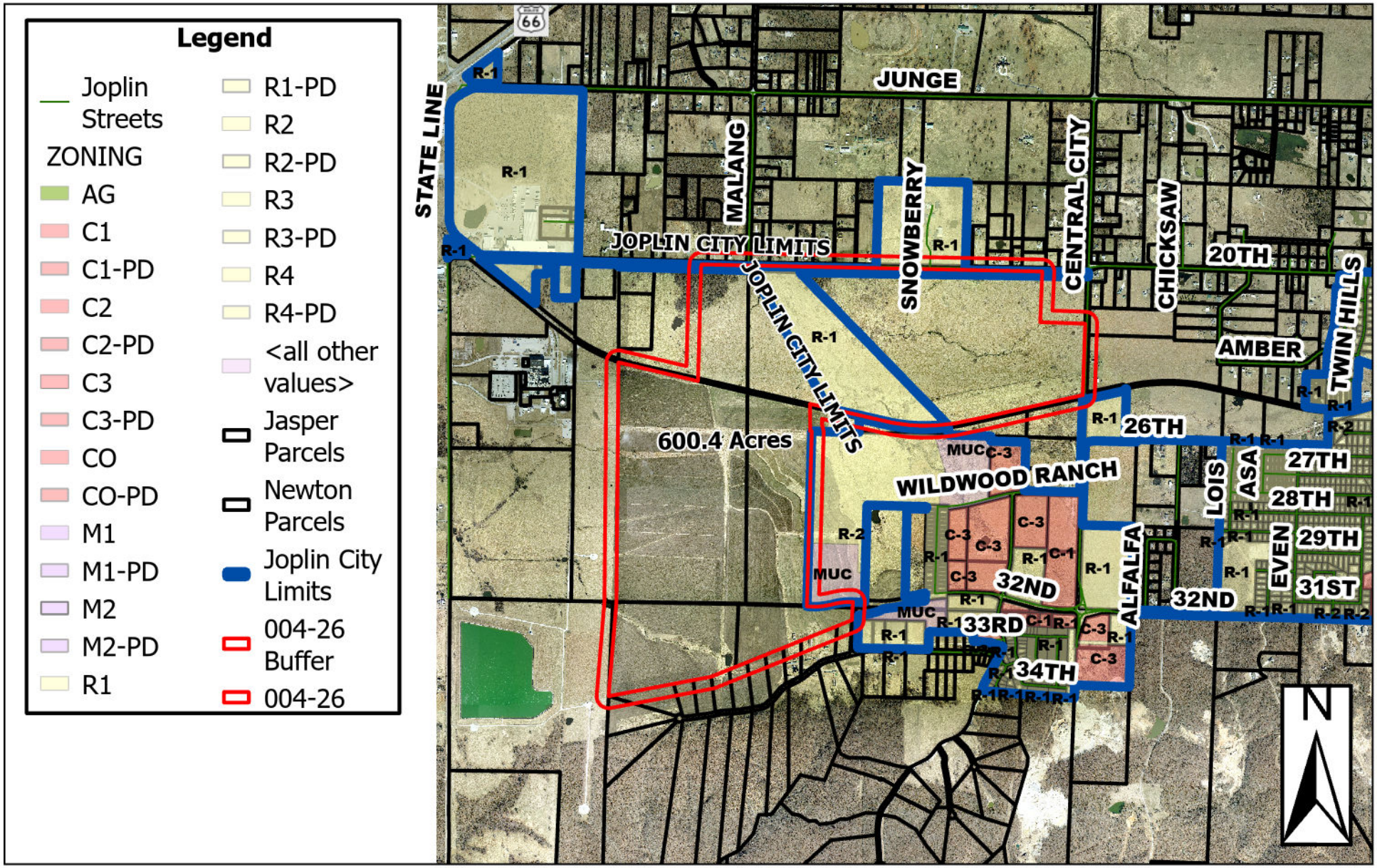
THENCE LEAVING SAID SOUTH LINE ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF OF 1500.00 FEET, AN ARC LENGTH OF 408.46 FEET, A CHORD BEARING OF N83°31'27"E AND A CHORD DISTANCE OF 407.20 FEET TO A FOUND IRON PIN;

THENCE ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 1000.00 FEET, AN ARC LENGTH OF 307.22 FEET, A CHORD BEARING OF N84°31'27"E AND A CHORD DISTANCE OF 306.01 FEET TO A FOUND IRON PIN;

THENCE S03°10'20"W A DISTANCE OF 91.54 FEET TO THE POINT OF BEGINNING.

CONTAINING 313.8 ACRES MORE OR LESS.

Case 004-26: Rezoning



Approximately 600.4 Acres SW of the intersection of Central City Rd and W 20th Street – Rezoning – A request to rezone from District R-1 (Single-Family Residential) to District M-2 (Heavy Industrial) – Wildwood Ranch, LLC

P & Z Case 004-26
Wildwood Ranch, LLC
(P & Z Recommended to Approve)

COUNCIL BILL NO. 2026-257 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2022-119, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District R-1 (Single-Family Residential) and include in M-2 (Heavy Industrial) property as described below and generally known as Approximately 600.4 Acres Southwest of the intersection of Central City Rd and W 20th St., Joplin, Jasper and Newton County, Missouri.

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

Section 1. Having referred the subject matter of this ordinance to the City Planning and Zoning Commission and having given at least fifteen days' notice of time and place of hearing on same by publication in the Joplin Globe, Ordinance No. 2022-119 is hereby amended by removing from District R-1 (Single-Family Residential) the following described property and including in District M-2 (Heavy Industrial).

ALL THAT PART OF THE NORTH ONE-HALF (N1/2) OF SECTION 13, AND ALL THAT PART OF THE NORTHEAST QUARTER (NE1/4) OF SECTION 14, TOWNSHIP 27, RANGE 34, JASPER COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: COMMENCING AT FOUND IRON PIN BEING THE NORTHEAST CORNER OF SAID SECTION 13, THENCE S01°52'46"W ALONG EAST LINE OF SAID SECTION 13, A DISTANCE OF 730.01 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S01°52'46"W A DISTANCE OF 1190.86 FEET TO THE NORTH RIGHT OF WAY LINE OF THE ST. LOUIS-SAN FRANCISCO RAILROAD; THENCE ALONG SAID RAILROAD THE FOLLOWING CALLS: THENCE S77°22'43"W A DISTANCE OF 1882.59 FEET; THENCE WITH A CURVE TO THE RIGHT HAVING A RADIUS OF 2839.78 FEET, AN ARC LENGTH OF 1267.36 FEET, WITH A CHORD BEARING OF N89°50'10"W AND A CHORD LENGTH OF 1256.86 FEET; THENCE N77°02'27"W A DISTANCE OF 2949.74 FEET; THENCE LEAVING SAID RAILROAD N01°50'23"E A DISTANCE OF 1786.97 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 14; THENCE S88°24'32"E A DISTANCE OF 712.55 FEET TO THE NORTHEAST CORNER OF SECTION 14; THENCE S88°53'38"E A DISTANCE OF 2632.53 FEET TO THE NORTH QUARTER CORNER OF SECTION 13; THENCE S88°55'54"E A DISTANCE OF 1316.55 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 13; THENCE S88°55'06"E ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER A DISTANCE OF 623.80 FEET; THENCE S01°52'46"W A DISTANCE OF 730.01 FEET; THENCE S88°55'06"E A DISTANCE OF 690.00 FEET TO THE POINT OF BEGINNING. CONTAINING 286.6 ACRES MORE OR LESS. SUBJECT TO A COUNTY ROAD ON THE NORTH AND EAST SIDES THEREOF.
AND

ALL THAT PART OF SECTIONS 13 & 14, TOWNSHIP 27, RANGE 34, JASPER COUNTY, MISSOURI, AND THAT PART OF SECTIONS 23 & 24 TOWNSHIP 27, RANGE 34, NEWTON COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: COMMENCING AT A FOUND ALUMINUM MONUMENT AT THE NORTHEAST CORNER OF SAID SECTION 24, THENCE N88°40'30"W ALONG THE NORTH LINE OF SAID SECTION 24 A DISTANCE OF 3473.99 FEET TO THE POINT OF BEGINNING;
THENCE S03°10'20"W LEAVING SAID NORTH LINE A DISTANCE OF 213.04 FEET TO A FOUND IRON PIN AT THE NORTHEAST CORNER OF LOT 2 IN FOREST VIEW SUBDIVISION; THENCE ALONG THE NORTH LINE OF FOREST VIEW SUBDIVISION THE FOLLOWING COURSES: THENCE S68°06'02"W A DISTANCE OF 2344.74 FEET TO A FOUND IRON PIN; THENCE S79°14'00"W A DISTANCE OF 1615.28 FEET TO A FOUND IRON PIN; THENCE N01°48'55"E LEAVING SAID NORTH SUBDIVISION LINE A DISTANCE OF 1479.59 FEET TO A FOUND IRON PIN ON THE NORTH LINE OF SECTION 23; THENCE N01°50'14"E A DISTANCE OF 3701.58 FEET TO A FOUND IRON PIN ON THE SOUTH RIGHT OF WAY LINE OF ST LOUIS-SAN FRANCISCO RAILROAD; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE THE FOLLOWING COURSES: THENCE ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 2707.98 FEET, AN ARC LENGTH OF 280.71 FEET, A CHORD BEARING OF S74°10'30"E AND A CHORD DISTANCE OF 280.59 FEET TO A FOUND IRON PIN;
THENCE S77°03'04"E A DISTANCE OF 2718.99 FEET TO A FOUND IRON PIN; THENCE S01°29'24"W LEAVING SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 370.99 FEET TO A FOUND IRON PIN; THENCE S88°22'53"E A DISTANCE OF 48.96 FEET TO A FOUND IRON PIN; THENCE S01°30'00"W A DISTANCE OF 2715.76 FEET TO A FOUND IRON PIN ON THE SOUTH LINE OF SECTION 13; THENCE S88°40'30"E ALONG SAID SOUTH LINE A DISTANCE OF 16.49 FEET TO A FOUND IRON PIN; THENCE LEAVING SAID SOUTH LINE ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF OF 1500.00 FEET, AN ARC LENGTH OF 408.46 FEET, A CHORD BEARING OF N83°31'27"E AND A CHORD DISTANCE OF 407.20 FEET TO A FOUND IRON PIN; THENCE ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 1000.00 FEET, AN ARC LENGTH OF 307.22 FEET, A CHORD BEARING OF N84°31'27"E AND A CHORD DISTANCE OF 306.01 FEET TO A FOUND IRON PIN; THENCE S03°10'20"W A DISTANCE OF 91.54 FEET TO THE POINT OF BEGINNING.
CONTAINING 313.8 ACRES MORE OR LESS.

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

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of_____, 2026, by a vote of _____.

_____
Keenan T. Cortez, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

List of pre-development assessments that typically occur for non-residential projects , depending on the type of development:

- Power Study
- Phase 1 ESA (Environmental Site Assessment)
- Phase 2 ESA
- Geotechnical/Soils Report
- ATLA (American Land Title Association) Survey
- Title Report/Commitment
- Civil Engineering Desktop Review/Test Fit
- Wetland Delineation Report
- Traffic Impact Assessment (and associated offsite improvement requirements, if any)
- Air Quality Permitting
- Sound Study
- Cultural Resources Assessment
- Threatened & Endangered Species Assessment

Outlook

Fwd: Oppose Rezoning Central City Road & 20th street

From LaDale Grant <ladalegrant@gmail.com>
Date Tue 1/13/2026 7:42 PM
To Zoning-Planning <Zoning-Planning@joplinmo.org>

Some people who received this message don't often get email from ladalegrant@gmail.com. Learn why this is important

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

LaDale Grant

Begin forwarded message:

From: LaDale Grant <ladalegrant@gmail.com>
Date: January 13, 2026 at 7:17:48 PM CST
To: zoning@joplinmo.org
Subject: Oppose Rezoning Central City Road & 20th street

Joplin City Council;
As residents of Joplin, MO and homeowners at Wildwood Ranch, we strongly oppose the rezoning of Central City Road & 20th street. When we had our home built by Schuber Mitchell on South Claire Danielle in 2020, we did not expect that six years later to be fighting to keep our residential community. My husband and I are health care professionals who work at Mercy Galena and Freeman hospital. We want our home to continue to be in a residential neighborhood where people can walk, ride bikes, and where children can play. The massive industrial park will not allow any of that to remain. It will cause excessive noise, pollution, and destruction of nature. The AI Data center will increase our residential electric and water bills and we will not a benefit. Please reconsider a AI data center at Wild wood Ranch in Joplin, MO. Joplin residents DO NOT want this.

Sincerely,

Rodney & LaDale Grant
3421 Claire Danielle
Joplin, MO 64804
417-629-2416

Outlook

Data Center and other projects at Wildwood

From H Hukill <hh@dhh-llc.com>
Date Wed 1/14/2026 9:39 AM
To Zoning-Planning <Zoning-Planning@joplinmo.org>

Some people who received this message don't often get email from hh@dhh-llc.com. Learn why this is important

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

We just recently heard about the proposed Data Center as well as multiple other projects proposed for the Wildwood Ranch area.

We are opposed to this data center and rezoning to Heavy Commercial.

Holly Hukill

This email is intended solely for the use of the individual or entity to which it is addressed and may contain information, which is proprietary, privileged, and confidential or otherwise legally exempt from disclosure.

If you are not the named addressee, you are not authorized to read, print, retain, copy or disseminate this message or any part of it. If you have received this message in error, please notify me immediately by replying to this message and permanently delete this message and any attachments.

Outlook

Regarding Data Center

From Katie Douglas <naturallydouglas@gmail.com>
Date Wed 1/14/2026 8:34 AM
To Zoning-Planning <Zoning-Planning@joplinmo.org>

Some people who received this message don't often get email from naturallydouglas@gmail.com. Learn why this is important

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

As a citizen of Joplin, please protect us and our lives from having a data center. These centers cause water issues, health risk and will move people out if a data center is plan for Joplin I know many people will leave!

We Say No to Data Center

- Katie Douglas

Outlook

Annexation and data center proposed

From Julie Kaetz <jfkaetz@yahoo.com>
Date Tue 1/13/2026 8:56 PM
To Zoning-Planning <Zoning-Planning@joplinmo.org>

[Some people who received this message don't often get email from jfkaetz@yahoo.com. Learn why this is important at https://aka.ms/LearnAboutSenderIdentification]

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

Council men and Council women,

I am writing as a Joplin resident, and one who lives directly south of the proposed data center area in Wildwood Ranch, asking you to vote NO to this re-zoning.

It does not take much research to see that data centers do not provide many actual local jobs due to highly automated functions and also the need for highly technical employees for the few jobs that are available. In trade off, there is the strain on the water system, the electrical system, as well as considerable other environmental negatives, like noise pollution, air pollution, light pollution. In addition, the rate increases for these utilities are PASSED ON TO YOUR CITIZENS, many of who are already having issues paying for utilities. The electrical system utilities are already unbridled and determined by the companies to defray their costs and increase their profits.

My main question in addition to the downsides noted above is WHY would you allow all these residential homes to be built out here— and then make this area not conducive to living in??? If this passes, I will have to strongly consider selling my property (probably at a loss due to these negatives) and then move away from this immediate area, where I might add I grew up, moved away for over 30 years and moved back 10+years ago.

Thank you for reading this email. I am sure money will rule the outcome here. But it should not. Quality of living for your citizens should have some bearing on the vote here. Please have the courage to vote NO.

Sincerely
Julie F Kaetz
2740 Annelise Lane
Joplin, MO

Sent from my iPad

Sent from my iPad
Sent from my iPad

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
2025-287 – Rezoning

MEETING DATE:
January 5, 2026

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

FUNDING SOURCE:

Not applicable for this item.

SUMMARY REQUEST:

Case 035-25: NE Corner of W 20th St and S Empire Ave – Rezoning – A request to rezone from District C-1 (Neighborhood Commercial) to District R-1 (Single-Family Residential) – Joel Standeford

BACKGROUND:

The highest and best use for this property is single-family residential. The size of the lot makes it difficult for it to be commercially developed. The owner is requesting R-1 so that they can develop a single-family home.

The property is designated as Retail Commercial on the Future Land Use Plan. The 2012 Comprehensive Planning strategy was to allow for more neighborhood integrated commercial along the W 20th Street Corridor. However, much of this corridor remained residential.

This case was presented as a public hearing for Planning and Zoning Commission on November 10, 2025. The Commission recommended to table, as the applicant was not present.
On December 1, 2025, this case was held as a public hearing before City Council. City Council tabled the case.

PLANNING & ZONING COMMISSION TESTIMONY:

Mr. Matt Brogan spoke in favor of the case. Mr. Brogan explained that a three-bedroom, 2-bathroom house that will be built and available to be sold. It will not be a rental or a B&B.

PUBLIC COMMENT;

There was none.

RECOMMENDATIONS:
Staff recommends approving Council Bill 2025-287
Planning & Zoning Commission recommends approving Case 035-25 (7 in Favor, 0 Opposed, 0 Absent)

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

11-10-25

CASE 035-25: REZONING

Mr. Kimble asked the applicant to step forward and state their name for the record.

Joel Standeford was not present.

Mr. Kimble asked if there was a motion to table this case.

MR. SPRUCE MADE A MOTION TO TABLE CASE 035-25. THIS MOTION WAS SECONDED BY MS. KLUE-MICHAEL. MOTION CARRIED. (7 IN FAVOR, 0 IN OPPOSITION, 0 ABSENT)

12-8-25

CASE 035-25: REZONING

Mr. Kimble asked the applicant to step forward and state their name for the record.

Mr. Matt Brogan, 2102 E. Windsor, spoke in favor of the case. Mr. Brogan explained that a three-bedroom, 2-bathroom house that will be built and available to be sold. It will not be a rental or a B&B.

Mr. Kimble asked if anyone else wanted to speak in favor of this case.

Mr. Kimble asked if anyone wanted to speak in opposition of this case.

Mr. Kimble asked if there was a motion on this case.

MS. KLUE-MICHAEL MADE A MOTION TO APPROVE CASE 035-25. THIS MOTION WAS SECONDED BY MS. PHILLIPS. MOTION CARRIED. (7 IN FAVOR, 0 IN OPPOSITION, 0 ABSENT)

Z&P Meeting: November 10, 2025
City Council Meeting: December 1, 2025

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

STAFF PLANNING REPORT
Rezoning

CASE 035-25 A request to rezone from District C-1 (Neighborhood Commercial) to District R-1 (Single-Family Residential).

LOCATION NE Corner of W 20th Street and S Empire Avenue.

APPLICANT Joel Standeford

EXISTING CONDITIONS

Zoning	Land Use	Property Size
C-1	Vacant	Approximately 0.13 Acres

SITE CONTEXT

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

FUTURE LAND USE

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

TRANSPORTATION

Streets with access	Classification	Right-of-way width
W 20th St	Arterial	75′
S Empire Ave	Local	60′

UTILITIES

City Utilities are in place.

FLOOD PLAIN

The property is not in the flood plain.

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

The property is designated as Retail Commercial on the Future Land Use Plan. The 2012 Comprehensive Planning strategy was to allow for more neighborhood integrated commercial along the W 20th Street Corridor. However, much of this corridor remained residential.

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

The property is a narrow lot, with not much space for Commercial development. Between the building, parking, and required improvements, like a conflicting use buffer, there does not leave much room on this site for someone to develop it as commercial.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

The rest of the block is single-family residential homes, and it is zoned R-1. This zoning change will not be detrimental to nearby property.

DISCUSSION

The highest and best use for this property is single-family residential. The size of the lot makes it difficult for it to be commercially developed. The owner is requesting R-1 so that they can develop a single-family home.

Staff recommends approval of Case 035-25.

ENCLOSURES

- Map of property
- Application

Rezoning Application

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

Office Use Only
Case No.: 035-25
Filing Fee: $600.00
Received: 9/30/25
Date Advertised: _____
Proj. No.: 25-057
Public Hearing Date: 11/10/25

Applicant: Joel Standeford Phone No.: 417.438.6081

Address: TBD / South of 1921 S. Empire Ave Email: joelstandeford24@gmail.com

Owner: Joel Standeford Phone No.: 417.438.6081

Address: 423 E. 4th St. Suite 1 / Joplin MO 64801 Email: _____

Location of Property: Lot south of 1921 S. Empire Ave

Present Use of Property: Vacant Lot

Proposed Use of Property: Vacant Lot

Current Zoning: C-1 Requested Zoning: R-1

Surrounding Land Use and Zoning:

	Land Use	Zoning
North	Residential Home	R-1
South	20th St.	
East	Residential	R-1
West	Residential	R-1

Character of the Neighborhood: Residential Neighborhood

Relationship to Existing Zoning Pattern:

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

If yes, explain: _____

_____

_____

Conformance with Comprehensive Plan:

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

Traffic Conditions:

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

Street(s) with Access to Property: Alley Way

_____

Classification of Street(s):

Arterial ☐ Collector ☑ Local ☑

Right-of-Way Width: 50

Subdivision Platting:

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

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

Additional Platting Comments: _____

_____

_____

Unique Characteristic of Property and/or Additional Comment:

Vacant lot needs to be developed. Lot is to small for commercial application.

Residential Home would be the best us for the property

_____

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

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

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

Signature: _____ **Date:** 9-30-25

The current zoning of neighborhood commercial is unapplicable in this setting

The lot is landlocked to increase in size to be able to be used for its current zoning

With the re zoning of the lot to r-1, the lot could then be used to provide additional needed housing to the community

There will be no significant if any changes in neighborhood and street usage.

The new construction will increase the curb appeal of the neighborhood and add additional value to those properties in close proximity to the property

Recorded in Jasper County, Missouri
Recording Date/Time: 08/15/2024 at 02:53:12 PM

Book: 2727 Page: 296

Instr #: **2024010519**
Type: **WD**
Pages: **2**
Fee: **$27.00 S**

Electronically Recorded

RECORDER OF DEEDS SEAL JASPER COUNTY, MO

Charlotte Pickering
Recorder of Deeds

General Warranty Deed
(Corporation)

This Deed, made and entered into on August 15, 2024, by and between **Grantor(s):** Construction and General Laborers Local Union #319 a/k/a Laborers Local 319 Property, Inc., n/k/a Laborers Local 663 Property, Inc. and **Grantee(s):** Joel Standeford, a married man **Mailing Address of the Grantee(s):** 4612 E Farm Road 144, Springfield, MO 65809

Witnesseth, that the Grantor(s), for and in consideration of the sum of One Dollar ($1.00) and other valuable consideration paid by the said Grantee(s), the receipt of which is hereby acknowledged, do(es) by these presents ***Grant, Bargain and Sell, Convey and Confirm*** unto the Grantee(s), the following described Real Estate, situated in the County of Jasper, and State of Missouri, to-wit:

ALL OF LOTS NUMBERED FIFTEEN (15) AND SIXTEEN (16) IN BARBEE'S FIRST ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI; EXCEPT RIGHT-OF-WAY TAKEN BY CITY OF JOPLIN, AND EXCEPT ANY OTHER PART TAKEN FOR ROAD OR STREET PURPOSES.

Subject to Building lines, easements, restrictions and conditions of record, if any, and to any zoning law or ordinance affecting the herein described property.

To Have and To Hold the same, together with all rights and appurtenances to the same belonging, unto the Grantee(s) and to the heirs and assigns of such Grantee(s) forever.

The Grantor(s) hereby covenanting that Grantor(s) and the heirs, executors, administrators, and assigns of such Grantor(s), shall and will ***Warrant and Defend*** the title to the premises unto the Grantee(s), and to the heirs and assigns of such Grantee(s) forever, against the lawful claims of all persons whomsoever, excepting, however, the general taxes for the calendar year 2024 and thereafter, and special taxes becoming a lien after the date of this deed.

Case 035-25: Rezoning



NE Corner of W 20th St and S Empire Ave – Rezoning – A request to rezone from District C-1 (Neighborhood Commercial) to District R-1 (Single-Family Residential) – Joel Standeford

0 70 140 280 420 560
Feet

P & Z Case 035-25
Joel Standeford
(P & Z Approved)

COUNCIL BILL NO. 2025-287 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2022-119, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District C-1 (Neighborhood Commercial) and include in District R-1 (Single-Family Residential) property as described below and generally known as the Northeast Corner of W 20th Street and South Empire Avenue, Joplin, Jasper County, Missouri.

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

Section 1. Having referred the subject matter of this ordinance to the City Planning and Zoning Commission and having given at least fifteen days' notice of time and place of hearing on same by publication in the Joplin Globe, Ordinance No. 2022-119 is hereby amended by removing from C-1 (Neighborhood Commercial) the following described property and including in District R-1 (Single-Family Residential).

ALL OF LOTS NUMBERED FIFTEEN (15) AND SIXTEEN (16) IN BARBEE'S FIRST ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI; EXCEPT RIGHT-OF-WAY TAKEN BY CITY OF JOPLIN, AND EXCEPT ANY OTHER PART TAKEN FOR ROAD OR STREET PURPOSES.

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

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of_____, 2026, by a vote of _____.

_____
Keenan T. Cortez, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
Council Bill No. 2026-002 – AN ORDINANCE amending throughout Chapter 30 – BUSINESS, Article III. Licenses, Division 6. Hotel, Motel, and Tourist Courts to include short-term rentals under the hotel/motel tax paid by transient guests; and establishing a time for this ordinance to become effective.

MEETING DATE
January 5, 2026

ATTACHMENTS
Council Bill No. 2026-002

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

SUMMARY
This council bill amends the hotel/motel tax to include the taxation of short-term rentals paid by transient guests. The bill requires striking language pertaining to an eight (8) minimum, amending definitions to include short-term rentals, amending the penalty on unpaid tax to comport with the statute, as well as a new section regarding enforcement.

BACKGROUND
The current hotel/motel tax rate of 4% was approved by voters in 2000. Since that time, there has been a significant increase in the operation of short-term rentals (STRs). Although offering sleeping rooms to transient guests for less than 31 days, the tax has not been imposed on short-term rentals (STRs). As written, the City Code excludes establishments with fewer than 8 rooms. The modern trend among large municipalities in Missouri is to include short-term rentals under any tourism tax paid by transient guests. In *St. Charles Cnty. Convention & Sports Facilities Auth. v. Mydler*, 950 S.W.2d 668, the Court of Appeals affirmed the circuit court's judgment which found that the owners of a bed and breakfast were liable for the tourism tax. The court reasoned that the owners' bed and breakfast fell within the statutory definitions of "hotel" or "motel" because the court applied the terms in their ordinary and usual sense by the dictionary definitions, and the dictionary did not limit a "hotel" or a "motel" by the number of rooms. The City of Branson has applied this reasoning to impose their tourism tax on STRs in recent years. This bill provides the City of Joplin the same opportunity to impose the tax for sleeping rooms following the same logic.

FUNDING SOURCE
N/A

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

COUNCIL BILL NO. 2026-002 ORDINANCE NO.

AN ORDINANCE amending throughout Chapter 30 – BUSINESS, Article III. Licenses, Division 6. Hotel, Motel, and Tourist Courts to include short-term rentals under the hotel/motel tax paid by transient guests; enacting a new section; and establishing a time for this ordinance to become effective.

WHEREAS, the City of Joplin is authorized by RSMo. 67.1000. *Transient guests to pay tax on sleeping rooms in hotels and motels, purpose to fund convention and visitors bureau, any county and certain cities — limitation on tax, certain cities and counties.* — 1. The governing body of the following cities and counties may impose a tax as provided in this section: (3) Any city or county with more than three hundred fifty hotel and motel rooms within the boundaries of such city or county; and

WHEREAS, the City of Joplin is authorized by RSMo. Section 67.1000 to impose a 4% tax on the charges for all sleeping rooms paid by the transient guests of hotels or motels situated in the city, which was approved by voters on November 7, 2000; and

WHEREAS, it has become apparent that short-term rentals are operating within city limits and charging transient guests for sleeping rooms; and

WHEREAS, because short-term rentals are intended to provide sleeping rooms for transient guests, the City Council finds that it is proper to amend the tax definition to include short-term rentals; and

WHEREAS, the City Council believes the increase in tax revenue shall benefit the Convention and Visitors Bureau for the purpose of promoting tourism in the City of Joplin; and

WHEREAS, the City Council finds that it is in the best interest of the City of Joplin to impose the tax paid by transient guests for sleeping rooms upon short-term rentals.

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

Section 1. That Chapter 30 – BUSINESS, Article III. Licenses, Division 6. - Hotel, Motel, and Tourist Courts. Subdivision I. - In General, be amended as follows:

"Sec. 30-251. - Definitions.

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

"Gross receipts means the amount charged to a patron or customer of a hotel, motel, ~~or~~ tourist court, or short-term rental, for room charge only, plus all applicable sales and transportation tax and such other tax as may be required by law to be included therein to be gross receipts on which the occupational license fee imposed by this division shall be applied.

Hotel, motel, ~~and~~ *tourist court,* *and short-term rental shall* mean any structure or building, under one management, which contains rooms furnished for the accommodation or lodging of guests, with or without meals being provided, and kept, used, maintained, advertised or held out to the public as a place where sleeping accommodations are sought for pay or compensation to transient guests or permanent guests[.]~~, and having more than eight bedrooms furnished for the accommodation of such guests.~~

Transient guest means a person who occupies a room in a hotel, motel, ~~or~~ tourist court, or short-term rental for 31 days or less.

Sec. 30-252. - Tax levied.

Every person engaging in the business of renting, leasing or letting living quarters, sleeping accommodations, rooms or a part thereof in connection with any hotel, motel,~~ or~~ tourist court, or short term rental, shall pay to the city a license tax equal to four percent of the gross rental receipts derived from or paid by transient guests for sleeping accommodations.

***

Sec. 30-256. - Penalty on unpaid tax.

For each and every month, or part thereof, any such occupational license tax provided for under this division remains unpaid after the tax shall be due and payable, there shall be added to such license tax as a penalty of one percent and interest not to exceed two percent per month on unpaid taxes which shall be considered delinquent thirty days after the last day of each quarter[.] ~~ten percent of the amount of such license tax for the first month or part thereof the tax is unpaid, and for each and every month thereafter, two percent of the amount of such license tax shall be added until the tax is fully paid. In no case shall the total penalty exceed 30 percent of the tax.~~ Failure to remit tax shall result in the immediate revocation of an occupational license. In addition to the penalties provided in this section, any person required to pay to the city the license tax imposed by this division shall be subject to all other provisions of this article not specifically provided for in this division or in conflict herewith.

Section 2. That a new section under Chapter 30 – BUSINESS, Article III. Licenses, Division 6. - Hotel, Motel, and Tourist Courts. Subdivision I. - In General, be enacted as follows:

"Sec. 30-258. - License and certification required.

Under this division, it shall be unlawful to operate any hotel, motel, tourist court, or short-term rental within the city without an occupational license and certificate of compliance as established in Appendix 29A, the Joplin Development Code. The Director of Finance shall have the power to suspend or revoke any license granted under the terms and provisions of this chapter and to direct the City of Joplin Police Department to take the actions necessary to secure the

business so that it can no longer operate or remain open for business whenever it shall be shown, or whenever there is knowledge that a person is conducting said business in violation of this division or any ordinance of the city. The chief of police and the police department shall cooperate with the finance department and other city officials for the strict enforcement of this division. Any person who operates a hotel, motel, tourist court, or short-term rental without a valid occupational license shall be deemed guilty of a misdemeanor.

Section 3. That this ordinance shall be in full force and effect twenty days (20) after its passage.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2026, by a vote of _____.

_____
Keenan T. Cortez, Sr., Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2026-101 – Agreement with G&G Construction Company, Inc**.** for the Turkey Creek WWTP Trickling Filter Drive Renovation.

MEETING DATE
January 5, 2026

ORIGINATING DEPT
Public Works – Operations

ATTACHMENTS
CB2026-101 Ordinance, Agreement, Bid Summary, Location Map

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

SUMMARY
This Council Bill will approve an agreement between the City of Joplin and G&G Construction Company, Inc. for the Turkey Creek WWTP Trickling Filter Drive Renovation in the amount of Seven Hundred Twenty-Nine Thousand and 00/100 DOLLARS ($729,000.00).

BACKGROUND
In 2023, City staff identified infrastructure repairs and replacements needed during the annual WWTP evaluation process. The trickling filter tower media was placed on the list for replacement due to age and the critical role it serves in the treatment process. During the budget process in Fiscal Year 2025, the replacement of the media was approved, the design was completed, and the project is currently under construction and is fifty percent (50%) completed. This agreement is for replacement of the drive mechanisms and electrical components that control the flow of water to the media currently being replaced and was included in the Fiscal Year 2026 budget. This will complete the renovation of the trickling filter towers.

In accordance with the City of Joplin's procurement policies, a request for proposals for the for the Turkey Creek WWTP Trickling Filter Drive Renovation was advertised in Joplin Globe on November 8th, 2025, and bids were received by the City on December 2, 2025. A total of 2 bids were received, with G&G Construction Company, Inc. being the lowest responsive bidder.

FUNDING SOURCE
This is included in the FY 2026 Budget ($1,100,000.00) in the Sanitary Sewer Fund.

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

BID SUMMARY

PROJECT: Turkey Creek WWTP Trickling Filter Drive Replacement

DATE OF BID OPENING : December 2nd, 2025, at 10:00 AM

CONTRACTOR	BID
G&G Construction Company, Inc.	$729,000.00
McClanahan Construction Co., Inc.	$952,500.00
Engineer's Estimate	$800,000.00

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

CITY		ENGINEER	
CITY OF JOPLIN 602 S. MAIN STREET JOPLIN, MO 64801		Name: G&G Construction Company, Inc. Address: 641 E. Java Street Carthage, MO 64836	
Attention: Mr. John Cruz – Sanitary Sewer Engineer		Attention: Curtis Garner	
Department: Public Works		Phone: 417-358-7898	Fax: 417-358-7699
Phone: 417.624.0820 ext:	Fax: 417.624.4620	Project: Turkey Creek WWTP Trickling Filter Drive Renovation	

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

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

Turkey Creek WWTP Trickling Filter Drive Renovation

The City and Contractor agree to the following:

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

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

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

City of Joplin. Regardless of such approval, it shall be the responsibility of the contractor to always maintain adequate insurance coverage during the term of the Contract. Failure of the Contractor to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability in general or under the Contract Documents.

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

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

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

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

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

Employer's Liability……. $1,000,000.00

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

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

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

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

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

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

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

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

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

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

4. Performance, Labor, and Materials Payment Bond. Contractor shall furnish a Performance Bond and a Labor and Materials Payment Bond with surety approved by the City and on the forms approved by the City, each bond shall be in the amount of $729,000.00 (full amount of contract) conditioned upon the full and faithful performance of all major terms and conditions of this contract and payment of all labor and material suppliers. It is further mutually agreed between the parties hereto that if at any time after the execution of this agreement and the surety bond(s) hereto attached for its faithful performance and payment of labor and material suppliers, the City shall deem the surety or sureties upon such bond(s) to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the work, the Contractor shall, at its expense, within five (5) days after the receipt of notice from the City to do so, furnish an additional bond or bonds, in such form and amount, and with such surety or sureties as shall be satisfactory to the City. In such event no further payment to the Contractor shall be deemed to be due under this contract until such new or additional security for the faithful performance of the work and the payment of labor and material suppliers shall be furnished in a manner and form satisfactory to the City. The corporate surety on any performance or payment bond must be licensed by the State of Missouri and if the required bond exceeds $25,000.00 must be listed in United States Treasury Circular 570.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

13. Liability and Indemnity.

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

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

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

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

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

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

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

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

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

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

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

l. Non-collusion Affidavit
m. Notice to Proceed

Notice to Contractors: This contract, together with the other documents enumerated in this paragraph, forms the contract between the parties. These documents are as fully a part of the contract as if attached hereto or repeated herein. Contractor agrees to perform all of the work described in the contract documents and to comply with the terms and conditions defined therein for a total sum of Seven Hundred Twenty-Nine Thousand and 00/100 dollars ($729,000.00), said amount being subject to any approved addenda or change order.

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

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

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

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

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

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

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

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

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

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

terminal of the receiving party, in which case the date of delivery shall be deemed to fall on the next regular business day for the receiving party.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CERTIFICATE OF DIRECTOR OF FINANCE

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

_____
Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____
Peter Edwards, City Attorney

CONTRACTOR:

By: _____

Printed Name: _____

Title: _____

CITY OF JOPLIN, MISSOURI

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



Drawing1.dwg

CITY OF Joplin

CITY OF JOPLIN, MISSOURI
PUBLIC WORKS DEPARTMENT
DIVISION OF ENGINEERING

ADDRESS: 602 S MAIN ST 64801
PH NO: 417-624-0820 EXT 530
FAX NO: 417-625-4738
E-MAIL: JCRUZ@JOPLINMO.ORG

REV DATE:	REVISION:
03/25	PROJECT CHECK

SVYD BY:
PNT FILE:
SVY DATE:
ENGINEER: CRUZ

ACAD DWG FILE & PATH NAME: STREET\00000000\00000000
SCALES: HORZ: 1" = 200'
VERT: 1" = 20'

DWN BY: STAFF
CKD BY: JOHNSON
APD BY: JOHNSON
DATE: 00/2018

PROJECT
Trickling Filters

PLAN NO: 0000
SHEET
00 of 00

COUNCIL BILL NO. 2026-101 **ORDINANCE NO.**

AN ORDINANCE approving an agreement with G&G Construction Company Inc. in the amount of Seven Hundred Twenty-Nine Thousand and 00/100 DOLLARS ($729,000.00) for the Turkey Creek WWTP Trickling Filter Drive Renovation and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and, setting a date when this Ordinance shall become effective.

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

Section 1. That the said agreement by and between the City of Joplin and G&G Construction Company Inc. in the amount of Seven Hundred Twenty-Nine Thousand and 00/100 DOLLARS ($729,000.00) for the Turkey Creek WWTP Trickling Filter Drive Renovation on behalf of the City of Joplin; a true and accurate copy of said agreement being attached hereto; be and the same is hereby approved.

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

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

Section 4. That this Council Bill shall have an effective date of January 21st, 2026.

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

_____, 2026 by a _____ vote.

_____

ATTEST: Keenan T. Cortez, Mayor

_____

Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

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

_____

Leslie Haase, Director of Finance

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2026-102 – Agreement for an Out-of-Town Sewer Service

MEETING DATE
January 5, 2026

ORIGINATING DEPT
Public Works - Engineering

ATTACHMENTS
CB2026-102 Ordinance, Agreement for Out-of-Town Sewer Service; Exhibit Map

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

SUMMARY
This Council Bill will approve an agreement with Pediatrics Plus Therapy Services for sanitary sewer service to a portion of the property on 4445 E 7th St. in Jasper County, Missouri.

BACKGROUND
Pediatrics Plus Therapy Services (the "Developer") owns a portion of the property on 4445 E 7th St. in Jasper County, as shown in the attached exhibit map. The City of Joplin owns and maintains public sanitary sewer infrastructure that runs across the property. The Developer has requested that the City of Joplin provide sanitary sewer treatment services for wastewater generated from the property. The Agreement for Out-of-town sewer service (see attached) will allow the developer to connect to the City's sanitary sewer collection system. Under this agreement, the developer will be responsible for applicable permit fees, connection fees and ongoing fees for wastewater collection and treatment. The agreement stipulates applicable user rates, requires that all development on the property comply with the City of Joplin codes, and remains binding on all future property owners. The agreement also grants the City of Joplin the right to annex the property once it becomes contiguous with City Limits, in accordance with state statute requirements and at the City's discretion. Approval of this agreement aligns with the Public Works Department's ongoing objective to expand access to sanitary sewer services for as many residential and commercial properties as possible.

FUNDING SOURCE
Sewer Permits will be paid by the Developer.

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

AGREEMENT FOR OUT-OF-TOWN SEWER SERVICE

THIS AGREEMENT is made and entered into this _____ day of _____, 2026, by and between Pediatrics Plus Therapy Services (hereinafter referred to as "Grantee") and the City of Joplin, Missouri, a Missouri Municipal Corporation ("Grantor"). Grantor's mailing address is 602 S. Main St., Joplin, MO 64801.

WHEREAS, Grantee owns certain real estate (hereinafter referred to as "the Property") located outside the present corporate limits of Grantor, said real estate being described as follows:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER (SW ¼) OF THE SOUTHEAST QUARTER)SE ¼);
THENCE N01˚44'20"E ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER (SW ¼) OF THE SOUTHEAST QUARTER (SE ¼) A DISCTANCE OF 85.00 FEET TO THE POINT OF BEGINNING;
THENCE CONTINUING N01˚44'20"E A DISTANCE OF 787.68 FEET;
THENCE N89˚01'05"W A DISTANCE OF 420.94 FEET;
THENCE S01˚47'24"W A DISTANCE OF 785.46 FEET;
THENCE S86˚17'35"E A DISTANCE OF 60.91 FEET;
THENCE S89˚07'22"E A DISTANCE OF 360.78 FEET TO THE POINT OF BEGINNING.

CONTAINING 7.6 ACRES MORE OR LESS.

WHEREAS, Grantee desires that Grantor treat the sewage of and from the Property upon the terms, conditions, and considerations hereinafter set forth.

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

1. Recitals Incorporated. The above recitals are incorporated as if restated in full herein.

2. Sewer Service. Grantee shall, at its expense, provide a sewage collection system on and from the Property, and any Joplin Public Sewer System extension required by Grantor, all of which are to be constructed by Grantee in accordance with the following requirements:

a. Grantee's plans shall conform to all requirements of the Joplin City Code, including but not limited to the building code (Section 26-61 through Section 26-80), fire prevention code (Section 58-51 through Section 58-60), zoning code, and Standard Specifications. Grantee's plans must be prepared by an engineering firm or engineer licensed in Missouri. Grantee shall, at its expense, submit its plans for review by Grantor. Grantee shall be assessed fees for plan review pursuant to the rates established by Section 26-91 through Section 26-93, Section 58-68, and Section 106-62 of the Joplin City Code. Grantee shall not proceed unless Grantor has approved Grantor's plans.

b. Grantee shall, at its expense, obtain and record with the county recorder of deeds, any and all easements necessary for sewer service. Grantee shall provide Grantor with proof of said recording.

c. Grantee shall, at its expense, use an engineering firm or engineer licensed in Missouri, hereinafter referred to as "engineer," to inspect and supervise construction. Engineer shall, upon completion of construction, give approval and recommendation of acceptance of the construction by Grantee with a copy thereof to be given to Grantor. Engineer's approval must certify that all conditions of the Joplin City Code, including but not limited to the building code (Section 26-61 through Section 26-80), fire prevention code (Section 58-51 through Section 58-60), zoning code, and Standard Specifications have been satisfied. Grantee shall also provide Grantor with drawings of any public infrastructure, including the sewage collection system and connection to the Joplin Public Sewer System as constructed, in the standard format(s) required by Grantor at that time. As an alternative to use of an engineering firm or engineer licensed in Missouri, Grantee may use City's building, fire, and public works departments in exchange for fees at the rates established by Section 26-91 through Section 26-93, Section 58-68, and Section 106-62 of the Joplin City Code.

d. Grantee shall, at its expense, obtain a connection permit prior to connection to the Joplin Public Sewer System. Grantor shall be assessed fees for connection pursuant to the rates established by Section 118-235 of the Joplin City Code.

e. Upon connection of Grantee's sewage collection system to the Joplin Public Sewer System, all right, title, and interest in any sewer main lines of Grantee's sewage collection system shall belong to City without compensation to Grantee. However, Grantee shall retain all right, title, and interest in any sewer lateral/service lines of Grantee's sewage collection system.

3. Maintenance and Repair of the Property's Sewage Collection System. Grantor shall be responsible for maintenance and repair of the Property's sewage collection system sewer main lines. Grantee shall be responsible for maintenance and repair of the Property's sewage collection system sewer lateral/service lines.

4. Discharge Requirements. Grantee must comply with any discharge requirements established by federal, state, or local law.

5. Rates for Service. Grantee shall be assessed fees for sewer service pursuant to the rates established by Section 118-202 of the Joplin City Code.

6. Payment Schedule. Grantee shall pay Grantor for any fees assessed pursuant to paragraph 5 herein within 30 days of invoice.

7. Development of the Property. Grantee agrees that the Property is governed by the Joplin City Code, including but not limited to the building code (Section 26-61 through Section 26-80), fire prevention code (Section 58-51 through Section 58-60), zoning code, and Standard Specifications. Grantee agrees that any construction or development of the Property shall conform to all requirements of the Joplin City Code and Standard Specifications. Any addresses at the

Property shall conform to the City's standard numbering system. This paragraph 7 shall survive termination of this Agreement and shall be a covenant that runs with the land.

8. Annexation.

a. To the extent allowed by law, Grantor may annex the Property into the City of Joplin without further action of Grantee, after the Property becomes contiguous to the corporate limits of the City in accordance with Section 71.012, RSMo.

b. Grantee irrevocably appoints the City of Joplin Director of Public Works, herein "Director," as its attorney-in-fact for the sole purpose of presenting a verified petition requesting annexation of the Property to the Joplin City Council. The Director may exercise this power of attorney at any time after the Property becomes contiguous to the corporate limits of the City.

c. If requested by the Director, Grantee shall, within such time as specified by the Director, submit a verified petition requesting annexation of the Property to the City Clerk for presentation to the City Council. The Director may request Grantee to present an annexation petition at any time after the Property becomes contiguous to the corporate limits of the City. The provisions of this paragraph shall be enforceable by specific performance.

d. Grantee agrees not to take any action to oppose any annexation initiated by the City or by any other property owners which includes the Property.

e. This paragraph 8 shall survive termination of this Agreement and shall be a covenant that runs with the land.

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

10. Attorney's Fees and Expenses. Grantor shall be entitled to enforce this Agreement through all remedies lawfully available, and Grantee shall pay Grantor its costs of enforcement, including reasonable attorney's fees, in the event that Grantee is determined judicially to have violated the terms of this Agreement.

11. Binding Effect. This Agreement shall be binding upon the parties hereto, their heirs, executors, administrators, legal representatives, successors, and assigns, and shall be binding in the event of the death or legal disability of the parties.

12. Choice of Law and Venue. It is mutually understood and agreed that this Agreement shall be governed by the laws of the State of Missouri, both as to interpretation and performance. Venue shall exclusively lie in the Circuit Court of Jasper County, Missouri.

13. Compliance with Law. Grantee shall comply with all federal, state, and local laws at all times.

14. Consequential Damages. In no event shall Grantor be liable to Grantee for special, indirect, or consequential damages.

15. Counterparts. This Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Facsimile signatures shall be given the same force and effect as original signatures.

16. 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.

17. Headings. The headings hereof are intended as guides only and shall not be construed as having any legal effect.

18. Indemnification. Grantee hereby assumes all risk of, and responsibility for, and agrees to indemnify and save harmless Grantor, from and against any and all claims, demands, suits, actions, recoveries, judgments and costs and expenses, including reasonable attorney's fees, 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 Grantor, its agents or employees, or Grantee, 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 Agreement.

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

20. Severability. The clauses of this Agreement are independent and several and should any part or portion of this Agreement be adjudicated to be void, this finding shall have no effect upon the remaining body of the Agreement, and it shall remain in full force and effect.

21. Termination. Grantor may terminate this Agreement upon the failure of Grantee to comply with the terms of this Agreement or any amendments thereto after ninety (90) days' notice by Grantor to Grantee.

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

23. Waiver. Grantor's rights under this Agreement shall not be affected by its prior failure to require the performance by Grantee, nor shall the waiver by Grantor of a breach of any term hereof constitute a waiver of any succeeding breach of the same or any other term or

constitute a waiver of the term itself. A waiver of any right or obligation hereunder must be in writing and signed by the parties to this Agreement.

IN WITNESS WHEREOF, this Agreement is executed this _____ day of _____ , 2026.

GRANTEE

Pediatrics Plus Therapy Services

_____
Representative/OWNER

GRANTOR

CITY OF JOPLIN, MISSOURI

_____
Nick Edwards, City Manager

ATTEST:

_____
Holly Nagy, City Clerk

STATE OF MISSOURI)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2026, before me personally appeared Chris Bell, authorized representative and member of Pediatrics Plus Therapy Services, personally known to me to be the person who executed the foregoing **Agreement for Out-of-Town Sewer Service** as Grantee and acknowledged to me that he executed the foregoing instrument as his free act and deed as authorized representative and member of Pediatrics Plus Therapy Services.

IN TESTIMONY WHEREOF**,** I have subscribed my name and affixed my official seal in the city or county and State aforesaid, on the day and year above written.

_____
Notary Public

My Commission Expires:



CB2026-102

COUNCIL BILL NO. 2026-102 **ORDINANCE NO**

AN ORDINANCE approving an agreement with Pediatrics Plus Therapy Services, to provide sanitary sewer service to a portion of the property on 4445 E 7th St. in Jasper County, Missouri, authorizing the City Manager, or his designee to execute the same by and on behalf of the City of Joplin; and setting a date when this ordinance shall become effective.

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

Section 1. That the said agreement by and between the City of Joplin and Pediatrics Plus Therapy Services to provide sanitary sewer service to a portion of the property on 4445 E 7th St. in Jasper County, Missouri, a true and accurate copy of said agreement being attached hereto; be and the same is hereby approved.

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

Section 3. That this Council Bill shall have an effective date of January 21, 2026.

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

_____, 2026 by a _____ vote.

_____

ATTEST: Keenan T. Cortez, Mayor

_____

Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2026-103 -- Issuance of a Purchase Order to Henderson Products, Inc., for the purchase of two (2) 2027 Freightliner 108SD+ Single Axle Dump Trucks with Henderson Comprehensive Snow Removal Package.

MEETING DATE
January 5th, 2026

ORIGINATING DEPARTMENT
Public Works - Operations

ATTACHMENTS
CB2026-103, Ordinance, Sales Quotation from Henderson Products, Inc. (MODOT Contract #IFB605C018000696)

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

SUMMARY
This Council Bill approves the issuance of a Purchase Order to Henderson Products, Inc., (MODOT Contract # IFB605C018000696) in the amount of Five Hundred Three Thousand Seven Hundred Ninety-nine and 38/100 Dollars ($503,799.38) for the purchase of two (2) 2027 Freightliner 108SD+ Single Axle Dump Trucks with Henderson Comprehensive Snow Removal Package.

BACKGROUND
During the FY 2025-2026 Budget process Council appropriated funds for Public Works to purchase two (2) replacement snowplows. Plows being replaced are a 2008 International (Equip# 2071) and a 2010 International (Equip# 2220). To obtain the best pricing and ensure timely delivery, staff utilized MODOT contract #IFB605C018000696 with Henderson Products, Inc., to purchase suitable replacements. The 2027 Freightliner 108SD+ Single Axle Dump Truck with Henderson Comprehensive Snow Removal Package meets city specifications and represents the latest in modern snow fighting technology. Due to increases in the price of production over the past nine months, the purchase price of the snowplows is above the appropriated amount approved by council in the FY 2025-2026 budget and requires a budget amendment of $43,800.00.

FUNDING SOURCE
This item is partially included in the FY 2026 Budget in the Transportation Sales Tax fund. This item includes a budget amendment to the Transportation Sales Tax fund.

RECOMMENDATION
Staff recommends approval of Council Bill 2026-103 on 1st reading.

A proposal for
CITY OF JOPLIN, MO
FINANCE DEPARTMENT
JOPLIN, MO 64801

Quote # SF-2025-01043 Revision # 1

Oct 24, 2025

Quotation valid until: Jan 22, 2026

This document outlines a comprehensive truck package, comprising the following equipment. The listed equipment is designed to be installed and operated as an integrated system, ensuring full compatibility and optimal performance.

Front Plow

Plow Hitch

Mark E Dump Body

V-Box Sand and Salt Spreader

Prewet System

Chassis

Installation

Quote prepared by: Cole Bruemmer

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Package Model - PACKAGE

PLOW	
Plow Style	**Reversible**
Plow Trip Spring Option	**Heavy duty Compression Trip**
Plow Profile	**Integral Shield**
Plow Moldboard Modifications	**none**
Plow Trip Type	**Full Trip**
Plow Height	**36 inch**
Plow Length	**11 foot**
Plow Moldboard Material Type	**Grade 50**
Plow Moldboard Material Thickness	**10 Gauge**
Plow Moldboard Paint	**Henderson Orange**
Moldboard Sandblast	**Not Required**
Plow Cutting Edge type	**Standard**
Plow Cutting Edge Description	**Standard 5/8 X 8 Cutting Edge**
Plow Pushframe type	**Standard Pushframe**
Plow Pushframe Width	**Standard Width**
Plow Reversing Cylinders	**3" x 1.5" Nitrided Reversing Cylinders**
Plow Running Gear Shape	**No Running Gear**
Plow Running Gear	**No Running Gear**
Plow Hitch Type	**Quick Link Hitch**
Plow Deflector	**Rubber Deflector No Logo Installed**
Plow Sight Marker	**36" Poly Plow Marker (Ship Loose)**
Parking Jack	**Parking Jack Installed**
Moldboard Shoes	**No Moldboard Shoe**
Curb Guards	**No Curb Guard**
Moldboard Bottom Angle Gussets	**Standard Gussets**
Blade Saver	**No Blade Saver**
HITCH	
Truck Side Hitch Type	**Low Profile**
Hitch Family	**Basic Hitch**
Lift Cylinder	**3"x2" Cylinder Nitrided**
Hitch Connection Type	**Quick Link Hitch**
Hitch Mounting Hardware	**No Mounting Hardware**
HPI	
Family	**Mark E, Classic**
Floor Length	**10' Floor Length**
Side Height	**30 inches**
Body Material (Sides/HeadSheet)	**7GA 201SS Sides/Headsheet**
Floor Material	**3/16" AR400 Floor**
Front Bolster	**No Front Bolsters**
Rear Bolster Material	**7GA 201SS Rear Bolsters**
Rear Bolster Height	**8" Taller Than Sides Rear Bolster, 2 1/8" Pockets**

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Top Rail/Rub Rail Material	**7GA 201SS Top & Rub Rails**
Side Braces	**(2) V Crimp Side Braces**
Hydraulic Lines	**No Hydraulic Lines**
Hoist Type	**Trunnion Mount Hoist, Ext DH, DA**
Cylinder Model	**CS/G4,Dbl Act, 2yr Salt Warranty**
Install Hoist & Cradle	**Upfitter Installed H&C**
Hoist Mount Type	**Standard Width Cradle**
Longsills	**10" I-Beam LS, Skip Weld Longsill & Apron**
Body Hinge Maintenance	**Greaseless Bushings**
Tailgate Style	**Configured Tailgate**
Tailgate Air Valve	**Upfitter Supplied Air Valve**
Tailgate Pin Lanyards	**No TG Pin Lanyards**
Horizontal J-Hooks	**No Horizontal J-Hooks**
Bolsters Chain Hooks	**Banjo Chain Hooks (Inst)**
Tailgate Chains	**Zinc Plated TG Chains**
Tailgate Hinge	**Standard 1-1/4" Pins, 1" Plate**
Tailgate Release & Control	**Double Acting Air Cylinder with SS Bushings**
Tailgate Lift Style/Location	**Single Center D-Ring,Interior**
Tailgate Brace	**(1) Horizontal Tailgate Brace**
Coal Chute	**No Coal Chute**
Tailgate Liner	**No Tailgate Liner**
Tailgate Sheet Material	**7GA 201SS Tailgate Sheet**
Tailgate Maintenance	**Greaseless Pins, Jaws, & Shaft**
Cabshield Install/Ship Loose	**Cabshield Shipped Loose for Install**
Rear Facing Cabshield Light Holes	**No Rear Light Holes**
Side Facing Cabshield Light Holes	**1 Each Side 45 Degree**
Foward Facing Cabshield Light Holes	**No Forward Light Holes**
Cabshield Installation Height	**Upfitter Installed Standard Leg Height**
Cabshield Material	**10 Gauge Sheet 7 Gauge Ends**
Cabshield Width	**86" Width**
Cabshield Overhang	**22" Overhang**
Cabshield Style	**Weld-On Cabshield No Tarp Shroud**
Cabshield Finish Prep	**Cabshield No Finish Prep (Raw)**
Cabshield Paint/Finish	**Cabshield No Finish (Raw)**
Backup Light	**Backup Light: None**
Lighting Package	**Upfitter Supplied Light Pack**
Lighting Add-Ons	**No Weld-On Light Box**
Rear Facing Rear Bolster Light	**3 Obround Light**
Rear Bolster Marker Lighting	**2.5" Red Marker Light Hole**
Rub Rail Lighting	**No Rub Rail Lighting**
PWS Tanks	**No Prewet Tanks On Body**
Finish Prep	**Wash & Prime Mild Parts Only**
Paint/ Finish	**No Finish**
Asphalt Lip	**12" Pin On 7GA 201 Asp Lip,Ins**
Side Boards	**Mid Point Board Brace Only**
Side Ladder Location	**Ladder/Grabhandle, DS/PS Front Ship Loose**

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Side Ladder Type	**Ladder, Pullout 201SS, Fixed Upper**
Body Steps	**4 Sure Step Ship Loose**
Walk Rails	**No Walk Rails**
Vibrator Location	**Vibrator Bracket Between Longsills**
TGS Installation	**No Factory Installed TGS**
TGS Integration	**No TGS Spill Shields**
TGS/Asph Lip Mount Holes	**Mount Holes In Apron and Bolster (Asphalt Lip)**
Special Request	
12" PIN ON 7GA 201 ASP LIP,INS	181573.201 ILO picked

FSH

Model	**FSH-2 (Formed Chain Shield)**
Steel Type	**201 Stainless Steel**
Hopper Height	**50" Hopper Height**
Hopper Length	**10' Hopper Length**
Body Design	**84" Wide Standard Body**
Lift Loops	**Standard Lift Loops**
Conveyor Type	**Pintle Chain, .25" X 1.5" Bars**
Ider Type	**1.5" Spring Loaded Idler**
Drive Type	**50:1 Worm Gear w/ 1.5" Shaft**
Idler Grease Lines	**No Idler Grease Line Extensions**
Conveyor Motor	**5.9 CIR Conveyor Motor w/ Sensor (w)**
Chain Oiler	**Chain Oiler (Mild) Front Left (Factory Installed)**
Spinner Disc	**20" Poly Urethane Spinner Disc**
Spinner Chute	**Telescopic Chute w/ Dump Over (w)**
Spinner Extension	**No Spinner Extenstion**
Tip Up Chute	**No Tip Up Chute**
Hardware Type	**Stainless Steel Hardware**
Paint	**Paint NA**
Primer	**No Primer (Natural Finish)**
Inverted Vee	**Inverted Vee Optional (Factory Installed)**
Top Grate Screens	**STD Duty Screens, Mild Steel (Factory Installed)**
Hold Down Kit	**No Hold Down Kit**
A-Frame	**No A-Frame**
Chassis Frame Mount Kit	**No Chassis Frame Mount Kit**
Trunnion/Bumper	**Trunnion Tailgate Latch (SS) (Upfitter Installed)**
Mudflap Kit	**No Mudflap Kit**
Body Guides	**No Body Guide Kit**
Leg Stand	**No Leg Stand**
Spill Shield	**No Spill Shield(s)**
Rubber Side Shields	**No Rubber Side Spill Sheilds**
Cabshield	**No Cabshield**
Lighting	**No Lighting**
Ladder	**No Ladder**
Side Tubes & Rear Hose Kit	**No Side Tubes Kit**

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Hose Kit	**No Hose Kit**
Prewet Install	**Prewet Installed**
PWS	
Control Console Type	**No Control Console**
Prewet Type	**Hydraulic Prewet**
Material Type/Support Frame	**201SS Support FSH 75,100,200 GAL**
Tank 2 Size/Selection	**Extra 100 Gallon Wrap-Around Tank**
Application	**V-box Spreader**
Tank 1 Size/Selection	**100 Gallon Wrap-Around Fsh**
Slurry Tube	**Slurry w/ Prewet Nozzles FSH Dual Auger**
Install Prewet System	**Prewet installed**
Flush Kit	**No Flush Kit**
Tank Float Switch	**Float Switch Installed In Tank**
Air Bleed Kit	**No Air Bleed Kit**
Install Prewet with Catwalks	**Install With No Catwalks**
Spray Nozzle Type	**Variable Displacement Hose Nozzle**
Hardware Type	**Stainless Steel Hardware**
Spreader Spinner Chute	**Spreader Spinner Chute, Tele with Dumpover**
Prewet Function	**Hydraulic with Flow Meter No Valve (8gpm)**
Fittings	**1" Poly Fittings**
CHASSIS	
Chassis Supplier	**Henderson Supplied Chassis**
Order Type	**Turnkey Install**
Cab Type	**Regular Cab**
Chassis Make	**Freightliner**
Chassis Model	**108SD+**
Chassis Model Year	**Model Year 2027**
Hood Type	**Standard OEM Hood Style**
Grille Style	**Stationary Grille**
Hood Snow Door	**No Snow Door On Hood**
Front Frame Extensions	**24" Front Frame Extensions**
Front Frame Wall Type	**Single Wall Front Frame**
Front Frame Wall Thickness	**.44" Frame Rail Wall Thickness**
Front Frame Rail Height	**282.6mm Frame Height**
Front Bumper	**OEM Front Bumper Included**
Front Frame Width	**33.62" Frame Width**
Set Back/Forward Axle	**Set Back Axle**
Chassis Axle Quantity	**Single Axle**
Front Suspension Load Rating	**Under 15K Front Suspension**
PTO/Pump Provisions	**Front Mount Pump Provision**
Pump Location	**Front Mount Pump**
Transmission Model	**Allison 3000 Transmission**
Transmission Cooler	**Standard Transmission Cooler**
Backup Alarm	**Chassis Backup Alarm Included**
Battery Box Placement	**Battery Box Under Cab**
Momentary Dash Switch Qty	**No Momentary Dash Switch**

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Rocker Switch Qty	**6 Latching Dash Switch**
Plow Light Prep	**Chassis Plow Light Ready**
Beacon/Strobe Prep	**OEM Strobe/Beacon_switch_wiring**
Trailer Plug	**7 Pin Round Plug OEM Installed**
Body builder plug	**Bodybuilder Plug Installed**
Chassis Supplied Camera	**Chassis Supplied Camera**
Chassis Supplied Camera Quantity	**1 Chassis Supplied Camera**
Tow Hooks	**Chassis Supplied Front Tow Hook**
Glad Hands	**Glad Hands Not Included**
Air Line Provision for Glad Hands	**No Air Line Provisions**
Air Tank Placement	**Air Tank Location Not Specified**
Fuel Tank Location	**Under Driver Door Fuel Tank**
Fuel Tank Shape	**Round Fuel Tank**
Def Tank Location	**DEF Location Not Specified**
Fuel Tank Size	**70-79 Gallon Fuel Tank Size**
Passenger Seat Style	**Fixed Passenger Seat**
INSTALLATION	
USC Paint Location	**Not Required For Job**
Chassis Delivery To Henderson	**Truck Dealer/Customer Delivers**
USC Build Facility	**USC-MO**
Installation Order Type	**Turnkey Install**
Liquid Type	**V-Box Prewet System**
Spreader Type	**FSH Spreader**
Dump Body Type	**Mark E Classic**
Scraper Type	**No Underbody Scraper**
Wing Type	**No Wing Plow**
Front Plow Type	**Reversible Plow**
Hitch Type	**Low Profile**
Completed Truck Delivery	**Henderson Delivers (101-160 Miles)**
Hooklift	**No Job Specific Hooklift**
Non-Henderson Equipment	**No Non-Henderson Equipment**
Plow Portion Hitch	**Plow Attachment Quick Link**
Hitch Mount Style	**Cheek Plate Hitch Mount Kit**
Front Bumper	**Fabricated Channel Bumper, 2 Piece**
Front Tow Hooks	**Tow Hooks, 44K Lb, Pair, USC Supplied**
Plow Markers	**Factory Supplied and Installed at USC**
Plow Rubber Deflector	**Rubber Deflector Installed at Manufacturing**
Plow Jack Install	**Plow Jack Installed at Manufacturing**
Wood Sideboard Size	**2" X 10" Sideboards Rough Cut**
Dump Body Floor Length	**10' Floor Length**
Dump Body Rear Profile	**Straight Tailgate And Apron**
Sideboards	**Wood Side Boards, Supplied At Henderson Upfit, No Paint**
Dump Body Vibrator	**Cougar DC2700, Single Axle**
Shovel Holder Quantity	**No Shovel Holders Required**
Ladder 2 Style	**3 Step Pull Out**

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Ladder 2 Location	**Passenger Side Front**
Ladder 1 Style	**3 Step Pull Out**
Ladder 1 Location	**Driver Side Front**
Ladder Quantity	**2 Ladders**
Ladder(s)	**Supplied By Factory And Installed At Henderson Upfit**
Grab Handle 2 Type	**Stainless Steel 12" Grab Handle**
Grab Handle 1 Type	**Stainless Steel 12" Grab Handle**
Grab Handle Quanity	**2 Grab Handles**
Grab Handles	**Factory Supplied**
Step 4 Location	**Passenger Side Front, Outside**
Step 4 Type	**16" Step**
Step 3 Location	**Driver Side Front, Outside**
Step 3 Type	**16" Step**
Step 2 Location	**Passenger Side Front Inside**
Step 2 Type	**16" Step**
Step 1 Location	**Driver Side Front, Inside**
Step 1 Type	**16" Step**
Step Quantity	**4 Dump Body Steps**
Steps	**Factory Supplied And Henderson Upfit Installed Steps**
Asphalt Lip	**Asphalt Lip Supplied & Installed at Factory**
Cabshield Install	**Cabshield Supplied By Factory, Weld To Body At Henderson Upfit**
Pressure Protection Valve	**In Line Air Valve (All Chassis)**
Tailgate Release Type	**Henderson Upfit Supplied Electric Over Air Release**
Tailgate Style	**Standard Tailgate**
Dump Body Material	**Stainless Steel Dump Body**
Dump Body Cylinder Type	**Double Acting Hoist Cylinder**
Dump Body Hoist Type	**Telescopic Hoist with External Doghouse**
Special Request	**No**
Spreader Tie Down Winch System	**(4) Weld On Spreader Tie Down Winch, Stainless Steel (4"x60" Strap)**
TGS Spill Shield	**TGS Spill Shield Not Required**
Body Liner	**Not Required**
Rubber Mounting Pads	**No Rubber Mounting Pads Required**
Tarp Material	**Black Vinyl Tarp Material Asphalt Rated**
Tarp System Type	**Electric, 30 Deg Arms, With Wind Deflector**
Tarp Brand	**US Tarp System**
QD Mount Location Field	**Stainless Steel Quick Disconnect Mount, In Rub Rail**
Spreader Drive Type	**Hydraulic Drive Spreader**
Spreader Mount Type	**Slip In Mount Spreader**
Spreader Cabshield	**Not Required**
Spreader Underbody Pan	**Not Required On Job**

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Spreader Ladder	**Not Required**
Spreader Bumper	**Not Required**
Spreader Spinner Install Type	**Standard Spinner Install**
Spreader Rear Spill Shields	**No Rear Spill Shield**
Spreader Front Spill Shields	**No Front Spill Shield**
Spreader Rubber Side Spill Shields	**No Side Shields**
Trunnion Latch	**Supplied By Factory, Henderson Upfit Installed, Sales to Order With Unit**
Slip In Tie Downs	**No Slip In Tie Downs**
Liquid Drive Configuration	**Hydraulic Drive, Factory Installed**
Liquid Controls	**Supplied By Henderson Upfit, Included With Hydraulic Package**
Feedback Sensor	**Supplied By Factory**
Flush Kit	**Not Required For Job**
Liquid Selector Valve Required	**Not Required**
Slurry Tube	**Not Required**
Prewet Discharge Location	**Front Or Rear**
Pintle Plate information	**No Light/Side/Hinge Light, ICC/ 3/4" Combo No Pintle Hook Holes**
Pintle Hook Selection	**Not Required**
Rear Mudflap Mounting	**Swinging Stainless Steel Mount**
Rear Mudflap Material	**Rubber Rear Mudflap With Logo**
Rear Center Mudflap Mounting	**Not Required On Job**
Front Center Mudflap Mounting	**Not Required**
Front Mudflap Mounting	**Frame Mounted Stainless Steel Anti-Sail**
Front Mudflap Material	**Rubber Front Center Mudflap With Logo**
Poly Fenders	**Not Required**
Pintle Plate	**Pre-Fab Pintle Plate Installed**
Pintle Plate Thickness	**3/4" Pintle Plate Thickness**
Pintle Plate OEM Lights	**No Pintle Plate OEM Lights**
Pintle Plate ICC Lights	**ICC 3 Light Bar**
Pintle Hook Hole Pattern	**No Pintle Hook Holes**
Reflective Tape	**No Logo Reflective Tape 60' Linear**
Lube System	**No Lube System Required**
Miscellaneous D-Ring Quantity	**Not Required**
Exhaust Elbows	**Not Required**
Automatic Tire Chains	**Not Required**
Pusher Axle	**Pusher Axle Not Required**
Toolbox	**Not Required**
Trailer Plug 2	**Not Required For Job**
Trailer Plug 1	**7 Pin Trailer Plug, Round, Aluminum**
Gladhands	**Glad Hands Not Required**
Pintle Plate D-Rings	**Qty 2, 3/4" D-Rings**
Chipper Bar	**Chipper Bar Not Required**
Rear Tow Hook	**44K Lb Pair Installed Rear**
PDP Mount Location	**PDP Mounted Under Passenger Seat**

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Misc Electrical Supplies	**Misc Electrical Supplies Required**
GPS System	**Not Required**
Pavement Temp Sensor	**Not Required**
USC Light Package	**Not Required**
Grille Light(s)	**Not Required**
Camera System	**Not Required**
Wiper(s)	**Wiper Not Required**
Switchbox	**No Switch Box Necessary**
License Plate Lights	**Not Required**
Brake Controller	**Not Required**
Body Up Switch/Light	**Trucklite Body Up Switch/Light**
Back Up Alarm	**Chassis Supplied Alarm**
Roof Beacon Light	**Not Required**
Worklight Quantity	**Not Required**
Roof Spotlight	**Not Required**
Mirrors	**Not Required**
Driving Lights	**Not Required**
Plow Lights Brackets	**Stainless Steel, Freightliner, Western Star/Other, Pair**
Plow Lights	**LED, Heated, Trucklite, Rectangular, Pair**
Dump Body Rear Lighting	**3 Each Side**
Dump Body Light Box	**Not Required**
Position 3 from Bottom Strobe Color	**2 Amber Strobes**
Rear Bolster Light Position 3 from Bottom	**Strobe**
Rear Bolster Light Position 2 from Bottom	**Backup**
Rear Bolster Light Position 1 from Bottom	**Stop/Tail/Turn**
Dump Body Side Bolster Lighting	**2.5" Round (Red)**
Dump Body Rub Rail Lighting	**No Rub Rail Lighting**
Cabshield Front Light Quantity	**No Forward Facing Lights**
Cabshield Rear Facing Light Quantity	**No Rear Facing Lights**
Cabshield Side Facing Strobe Color	**Amber 6" Strobes**
Cabshield Side Facing Light QTY	**45 Degree Side Facing Light Pair**
Cabshield Beacon Light	**Cabshield Beacon Light Not Required**
Hydraulic System Source	**Henderson Supplied Hydraulic System**
Hydraulic System Manufacturer	**Certified**
Control Mount Location	**Floor Plate/Pedestal Mount Control**
Hydraulic Control Type	**Electric Controls**
Reservoir Type	**Reservoir Supplied With Hydraulics**
Hydraulic Package	**Full Hydraulic Package**
Quick Coupler Upgrade	**Standard QD Couplers**
Return Filter	**Supplied With Hydraulic Package**
Low Oil Indicator	**Supplied With Hydraulic Package**
High Temperature Oil Shutdown	**Not Required**

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Low Oil Shutdown	**Not Required**
Valve Enclosure Mount Location	**Curb Side Valve Enclosure, Frame Mount**
Valve Enclosure Size	**Supplied With Hydraulic Package**
Valve Enclosure Supplier	**Valve Enclosure Supplied w/ Hydraulics**
Plow Pressure Relief Valve	**No Plow Pressure Relief Valve**
Stainless Steel Tubing	**SS Lines to Rear of Truck (Standard)**
Body Paint Type	**Natural Finish (SS Only)**
Clear Coat Finish	**No Clear Coat Finish Required**
Asphalt Lip Paint Type	**Natural Finish Asphalt Lip (SS Only)**
Undercoat	**No Undercoat Required**
Touch Up Paint	**No Additional Touch Up Paint**
Special Request FSH SPREADER	Also prep for anti-ice slide in tank
Special Request No Pintle Hook Holes	2.5-inch receiver ILO Picked 22-inches from ground to bottom of receiver
Special Request CERTIFIED	Certified Quote Number 15221080 -DA hoist -DA plow lift -DA plow angle -Prewet power unit frame mounted with tank -Freedom 2 controller

Single Package Total: $251,899.69

Package Quantity: 2

Total Price: $503,799.38

Due to the volatility in material costs and chassis delays, pricing is subject to change at time of manufacturing and/or upfit.

Henderson offers a deposit program with additional discounts. Please contact your Henderson sales representative for more details.

All terms and conditions apply. Terms of Sale Document available at http://www.hendersonproducts.com/assets/Terms_of_sale.pdf

Signed:_____ **Date:**_____

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Quote notes:

Pricing reflects MODOT Contract #IFB605C018000696

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COUNCIL BILL NO. 2026-103 ORDINANCE NO.

AN ORDINANCE approving the issuance of a Purchase Order to Henderson Products, Inc., in the amount of Five Hundred Three Thousand Seven Hundred Ninety-Nine and 38/100 Dollars ($503,799.38) for the purchase of two (2) 2027 Freightliner 108SD+ Single Axle Dump Trucks with Henderson Comprehensive Snow Removal Package; amending the Annual Budget of the City of Joplin for the Fiscal Year 2025-2026 as adopted by Ordinance 2025-143 on October 20, 2025; and, setting a date when this ordinance shall become effective.

WHEREAS, Henderson Products, Inc., holds the MODOT Contract #IFB605C018000696 for the 2027 Freightliner 108SD+ Single Axle Dump Truck with Henderson Comprehensive Snow Removal Package.

WHEREAS, in the FY 2025-2026 budget process, Council approved and budgeted funds to cover the replacement of two (2) 8-ton dump trucks.

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

Section 1. That a Purchase Order to Henderson Products, Inc., in the amount of Five Hundred Three Thousand Seven Hundred Ninety-Nine and 38/100 Dollars ($503,799.38) for the purchase of two (2) 2027 Freightliner 108SD+ Single Axle Dump Trucks with Henderson Comprehensive Snow Removal Package, be, and the same, is hereby approved.

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

Section 3. That Fiscal Year 2025-2026 budgeted appropriations as adopted by Ordinance 2025-143 be amended by increasing appropriations by the total amount of Forty-Three Thousand Eight Hundred and 00/100 dollars ($43,800.00).

Section 4. That the Director of Finance is hereby directed to make all necessary entries on the City records to show the increase in appropriations.

Section 5. That upon its passage this Council Bill shall have an effective date of January 21st, 2026.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2026, by a vote of _____.

_____
Keenan T. Cortez, Mayor

COUNCIL BILL NO. 2026-103

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2026-104 -- Issuance of a Purchase Order to Henderson Products, Inc., for the purchase of one (1) 2027 Freightliner 108SD+ Tandem Axle Dump Truck with Henderson Anti-Ice Package.

MEETING DATE
January 5th, 2026

ORIGINATING DEPARTMENT
Public Works - Operations

ATTACHMENTS
CB2026-104, Ordinance, Sales Quotation from Henderson Products, Inc. (MODOT Contract #IFB605C018000696)

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

SUMMARY
This Council Bill approves the issuance of a Purchase Order to Henderson Products, Inc., (MODOT Contract # IFB605C018000696) in the amount of Two Hundred Thirty-Four Thousand Six Hundred Fifty-Eight and 12/100 Dollars ($234,658.12) for the purchase of one (1) 2027 Freightliner 108SD+ Tandem Axle Dump Truck with Henderson Anti-Ice Package.

BACKGROUND
During the FY 2025-2026 Budget process Council appropriated funds for Public Works to purchase one (1) new 10-Wheeler Dump Truck with anti-ice package. This purchase increases the anti-ice fleet size to three (3) vehicles which will improve product application time by approximately 1/3rd. The new dump truck will be multi-functional. In addition to its anti-ice capabilities, it comes outfitted for a front plow and spreader box when those attachments are needed. To obtain the best pricing department staff utilized MODOT contract #IFB605C018000696 with Henderson Products, Inc. The 2027 Freightliner 108SD+ Tandem Axle Dump Truck with Henderson Anti-Ice Package meets city specifications and represents the latest in modern snow fighting technology. Due to increases in the price of production over the past nine months, the purchase price of this truck is above the appropriated amount approved by council in the FY 2025-2026 budget and requires a budget amendment of $31,355.00.

FUNDING SOURCE
This item is partially included in the FY 2026 Budget in the Transportation Sales Tax fund. This item includes a budget amendment to the Transportation Sales Tax fund.

RECOMMENDATION
Staff recommends approval of Council Bill 2026-104 on 1st reading.

A proposal for
CITY OF JOPLIN, MO
FINANCE DEPARTMENT
JOPLIN, MO 64801

Quote # SF-2025-01279 Revision # 1

Nov 20, 2025

Quotation valid until: Feb 18, 2026

This document outlines a comprehensive truck package, comprising the following equipment. The listed equipment is designed to be installed and operated as an integrated system, ensuring full compatibility and optimal performance.

Plow Hitch

Mark E Dump Body

Chassis

Installation

Quote prepared by: Cole Bruemmer

NASPO ValuePoint SUPPLIER PARTNER

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Package Model - PACKAGE

HITCH	
Truck Side Hitch Type	**Low Profile**
Hitch Family	**Basic Hitch**
Lift Cylinder	**3"x2" Cylinder Nitrided**
Hitch Width	**30.5"**
Hitch Connection Type	**Quick Hitch**
Hitch Mounting Hardware	**No Mounting Hardware**
HPI	
Family	**Mark E, Classic**
Floor Length	**15' Floor Length**
Side Height	**30 inches**
Body Material (Sides/HeadSheet)	**7GA 201SS Sides/Headsheet**
Floor Material	**3/16" AR400 Floor**
Front Bolster	**No Front Bolsters**
Rear Bolster Material	**7GA 201SS Rear Bolsters**
Rear Bolster Height	**8" Taller Than Sides Rear Bolster, 2 1/8" Pockets**
Top Rail/Rub Rail Material	**7GA 201SS Top & Rub Rails**
Side Braces	**(2) V Crimp Side Braces**
Hydraulic Lines	**No Hydraulic Lines**
Hoist Type	**Trunnion Mount Hoist, Internal DH,DA**
Cylinder Model	**CS/G4,Dbl Act, 2yr Salt Warranty**
Install Hoist & Cradle	**Upfitter Installed H&C**
Hoist Mount Type	**Standard Width Cradle**
Longsills	**10" I-Beam LS, Skip Weld Longsill & Apron**
Body Hinge Maintenance	**Greaseless Bushings**
Tailgate Style	**Configured Tailgate**
Tailgate Air Valve	**Upfitter Supplied Air Valve**
Tailgate Pin Lanyards	**No TG Pin Lanyards**
Horizontal J-Hooks	**Horizontal J-Hooks**
Bolsters Chain Hooks	**Banjo Chain Hooks (Inst)**
Tailgate Chains	**Zinc Plated TG Chains**
Tailgate Hinge	**Standard 1-1/4" Pins, 1" Plate**
Tailgate Release & Control	**Double Acting Air Cylinder with SS Bushings**
Tailgate Lift Style/Location	**Single Center D-Ring,Interior**
Tailgate Brace	**(1) Horizontal Tailgate Brace**
Coal Chute	**No Coal Chute**
Tailgate Liner	**No Tailgate Liner**
Tailgate Sheet Material	**7GA 201SS Tailgate Sheet**
Tailgate Maintenance	**Greaseless Pins, Jaws, & Shaft**
Cabshield Install/Ship Loose	**Cabshield Shipped Loose for Install**
Rear Facing Cabshield Light Holes	**No Rear Light Holes**

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Side Facing Cabshield Light Holes	**1 Each Side 45 Degree**
Foward Facing Cabshield Light Holes	**No Forward Light Holes**
Cabshield Installation Height	**Upfitter Installed Standard Leg Height**
Cabshield Material	**10 Gauge Sheet 7 Gauge Ends**
Cabshield Width	**86" Width**
Cabshield Overhang	**22" Overhang**
Cabshield Style	**Weld-On Cabshield No Tarp Shroud**
Cabshield Finish Prep	**Cabshield No Finish Prep (Raw)**
Cabshield Paint/Finish	**Cabshield No Finish (Raw)**
Backup Light	**Backup Light: None**
Lighting Package	**Upfitter Supplied Light Pack**
Lighting Add-Ons	**No Weld-On Light Box**
Rear Facing Rear Bolster Light	**3 Obround Light**
Rear Bolster Marker Lighting	**2.5" Red Marker Light Hole**
Rub Rail Lighting	**No Rub Rail Lighting**
PWS Tanks	**No Prewet Tanks On Body**
Finish Prep	**Wash & Prime Mild Parts Only**
Paint/ Finish	**No Finish**
Asphalt Lip	**8" Pin On 7GA 201 Asp Lip,Inst**
Side Boards	**Mid Point Board Brace Only**
Side Ladder Location	**Ladder/Grabhandle, DS/PS Front Ship Loose**
Side Ladder Type	**Ladder, Pullout 201SS, No Upper**
Body Steps	**4 Sure Step Ship Loose**
Walk Rails	**No Walk Rails**
Vibrator Location	**Vibrator Bracket Between Longsills**
TGS Installation	**No Factory Installed TGS**
TGS Integration	**No TGS Spill Shields**
TGS/Asph Lip Mount Holes	**Mount Holes In Apron and Bolster (Asphalt Lip)**
Special Request	
8" PIN ON 7GA 201 ASP LIP,INST	181573.201 ILO picked

CHASSIS

Chassis Supplier	**Henderson Supplied Chassis**
Order Type	**Turnkey Install**
Cab Type	**Regular Cab**
Chassis Make	**Freightliner**
Chassis Model	**108SD+**
Chassis Model Year	**Model Year 2027**
Hood Type	**Standard OEM Hood Style**
Grille Style	**Stationary Grille**
Hood Snow Door	**No Snow Door On Hood**
Front Frame Extensions	**24" Front Frame Extensions**
Front Frame Wall Type	**Single Wall Front Frame**
Front Frame Wall Thickness	**.44" Frame Rail Wall Thickness**
Front Frame Rail Height	**282.6mm Frame Height**

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Front Bumper	**OEM Front Bumper Included**
Front Frame Width	**33.62" Frame Width**
Set Back/Forward Axle	**Set Back Axle**
Chassis Axle Quantity	**Tandem Axle**
Front Suspension Load Rating	**15K to 19K Front Suspension**
PTO/Pump Provisions	**Front Mount Pump Provision**
Pump Location	**Front Mount Pump**
Transmission Model	**Allison 3000 Transmission**
Transmission Cooler	**Standard Transmission Cooler**
Backup Alarm	**Chassis Backup Alarm Included**
Battery Box Placement	**Battery Box Under Cab**
Momentary Dash Switch Qty	**No Momentary Dash Switch**
Rocker Switch Qty	**6 Latching Dash Switch**
Plow Light Prep	**Chassis Plow Light Ready**
Beacon/Strobe Prep	**OEM Strobe/Beacon_switch_wiring**
Trailer Plug	**7 Pin Round Plug OEM Installed**
Body builder plug	**Bodybuilder Plug Installed**
Chassis Supplied Camera	**Chassis Supplied Camera**
Chassis Supplied Camera Quantity	**1 Chassis Supplied Camera**
Tow Hooks	**Chassis Supplied Front Tow Hook**
Glad Hands	**Glad Hands Not Included**
Air Line Provision for Glad Hands	**Air Line Provisions Included**
Air Tank Placement	**Under Frame Air Tank**
Fuel Tank Location	**Under Driver Door Fuel Tank**
Fuel Tank Shape	**Round Fuel Tank**
Def Tank Location	**DEF Location Not Specified**
Fuel Tank Size	**70-79 Gallon Fuel Tank Size**
Passenger Seat Style	**Fixed Passenger Seat**
INSTALLATION	
USC Paint Location	**Not Required For Job**
Chassis Delivery To Henderson	**Truck Dealer/Customer Delivers**
USC Build Facility	**USC-MO**
Installation Order Type	**Turnkey Install**
Liquid Type	**Liquid Prep Only**
Spreader Type	**Spreader Prep Only**
Dump Body Type	**Mark E Classic**
Scraper Type	**No Underbody Scraper**
Wing Type	**No Wing Plow**
Front Plow Type	**No Front Plow**
Hitch Type	**Low Profile**
Completed Truck Delivery	**Henderson Delivers (101-160 Miles)**
Hooklift	**No Job Specific Hooklift**
Non-Henderson Equipment	**No Non-Henderson Equipment**
Hitch Mount Style	**Cheek Plate Hitch Mount Kit**
Front Bumper	**Fabricated Channel Bumper, 2 Piece**
Front Tow Hooks	**Tow Hooks, 44K Lb, Pair, USC Supplied**

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Dump Body Floor Length	**15' Floor Length**
Dump Body Rear Profile	**Straight Tailgate And Apron**
Sideboards	**Sideboards Not Required**
Dump Body Vibrator	**Cougar DC3200, Tandem Axle**
Shovel Holder Quantity	**No Shovel Holders Required**
Ladder 2 Style	**3 Step Pull Out**
Ladder 2 Location	**Passenger Side Front**
Ladder 1 Style	**3 Step Pull Out**
Ladder 1 Location	**Driver Side Front**
Ladder Quantity	**2 Ladders**
Ladder(s)	**Supplied By Factory And Installed At Henderson Upfit**
Grab Handle 2 Type	**Stainless Steel 12" Grab Handle**
Grab Handle 1 Type	**Stainless Steel 12" Grab Handle**
Grab Handle Quanity	**2 Grab Handles**
Grab Handles	**Factory Supplied**
Step 4 Location	**Passenger Side Rear, Outside**
Step 4 Type	**16" Step**
Step 3 Location	**Passenger Side Rear, Outside**
Step 3 Type	**16" Step**
Step 2 Location	**Passenger Side Front, Outside**
Step 2 Type	**16" Step**
Step 1 Location	**Driver Side Front, Outside**
Step 1 Type	**16" Step**
Step Quantity	**4 Dump Body Steps**
Steps	**Factory Supplied And Henderson Upfit Installed Steps**
Asphalt Lip	**Asphalt Lip Supplied & Installed at Factory**
Cabshield Install	**Cabshield Supplied By Factory, Weld To Body At Henderson Upfit**
Pressure Protection Valve	**In Line Air Valve (All Chassis)**
Tailgate Release Type	**Henderson Upfit Supplied Manual Air Over Air Release**
Tailgate Style	**Standard Tailgate**
Dump Body Material	**Stainless Steel Dump Body**
Dump Body Cylinder Type	**Double Acting Hoist Cylinder**
Dump Body Hoist Type	**Telescopic Hoist with Internal Doghouse**
Spreader Tie Down Winch System	**(4) Weld On Spreader Tie Down Winch, Mild (4"x60")**
TGS Spill Shield	**TGS Spill Shield Not Required**
Body Liner	**Body Liner Not Required**
Rubber Mounting Pads	**No Rubber Mounting Pads Required**
Tarp Material	**Black Vinyl Tarp Material Asphalt Rated**
Tarp System Type	**Electric, 30 Deg Arms, With Wind Deflector**
Tarp Brand	**US Tarp System**

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QD Mount Location Field	**Stainless Steel Quick Disconnect Mount, Front Of Bolster**
Spreader Spinner Install Type	**Standard Spinner Install**
Liquid Drive Configuration	**Hydraulic Drive, Henderson Upfit Installed**
Liquid Controls	**Supplied By Henderson Upfit, Included With Hydraulic Package**
Feedback Sensor	**Supplied By Factory**
Flush Kit	**Flush Kit Not Required**
Liquid Selector Valve Required	**Not Required**
Slurry Tube	**Not Required**
Prewet Discharge Location	**Front Or Rear**
Pintle Plate information	**No Light/Side/Hinge Light, ICC/ 3/4" Combo No Pintle Hook Holes**
Pintle Hook Selection	**Not Required**
Rear Mudflap Mounting	**Swinging Stainless Steel Mount**
Rear Mudflap Material	**Rubber Rear Mudflap With Logo**
Rear Center Mudflap Mounting	**Not Required On Job**
Front Center Mudflap Mounting	**Front Center Mudflap Not Required**
Front Mudflap Mounting	**Frame Mounted Stainless Steel Anti-Sail**
Front Mudflap Material	**Rubber Front Mudflap No Logo**
Poly Fenders	**Not Required**
Pintle Plate	**Pre-Fab Pintle Plate Installed**
Pintle Plate Thickness	**3/4" Pintle Plate Thickness**
Pintle Plate OEM Lights	**No Pintle Plate OEM Lights**
Pintle Plate ICC Lights	**ICC 3 Light Bar**
Pintle Hook Hole Pattern	**No Pintle Hook Holes**
Reflective Tape	**No Logo Reflective Tape 60' Linear**
Lube System	**No Lube System Required**
Miscellaneous D-Ring Quantity	**Not Required**
Exhaust Elbows	**Exhaust Elbow Not Required**
Automatic Tire Chains	**Tire Chains Not Required**
Pusher Axle	**Pusher Axle Not Required**
Toolbox	**Not Required**
Trailer Plug 2	**Not Required For Job**
Trailer Plug 1	**7 Pin Trailer Plug, Round, Aluminum**
Gladhands	**Glad Hands Not Required**
Pintle Plate D-Rings	**Qty 2, 3/4" D-Rings**
Chipper Bar	**Chipper Bar Not Required**
Rear Tow Hook	**44K Lb Pair Installed Rear**
PDP Mount Location	**PDP Mounted On Back Wall**
Misc Electrical Supplies	**Misc Electrical Supplies Required**
GPS System	**GPS System Not Required**
Pavement Temp Sensor	**Not Required**
USC Light Package	**Not Required**
Grille Light(s)	**Grille Lights Not Required**
Camera System	**Camera System Not Required**

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Wiper(s)	**Wiper Not Required**
Switchbox	**No Switch Box Necessary**
License Plate Lights	**Not Required**
Brake Controller	**Brake Controller Not Required**
Body Up Switch/Light	**Trucklite Body Up Switch/Light**
Back Up Alarm	**Chassis Supplied Alarm**
Roof Beacon Light	**Not Required**
Worklight Quantity	**Not Required**
Roof Spotlight	**Not Required**
Mirrors	**Not Required**
Driving Lights	**Driving Lights Not Required**
Plow Lights Brackets	**Stainless Steel, Freightliner 114SD, Pair**
Plow Lights	**LED, Heated, Trucklite, Rectangular, Pair**
Dump Body Rear Lighting	**3 Each Side**
Dump Body Light Box	**Not Required**
Position 3 from Bottom Strobe Color	**2 Amber Strobes**
Rear Bolster Light Position 3 from Bottom	**Strobe**
Rear Bolster Light Position 2 from Bottom	**Backup**
Rear Bolster Light Position 1 from Bottom	**Stop/Tail/Turn**
Dump Body Side Bolster Lighting	**2.5" Round (Red)**
Dump Body Rub Rail Lighting	**No Rub Rail Lighting**
Cabshield Front Light Quantity	**No Forward Facing Lights**
Cabshield Rear Facing Light Quantity	**No Rear Facing Lights**
Cabshield Side Facing Strobe Color	**Amber 6" Strobes**
Cabshield Side Facing Light QTY	**45 Degree Side Facing Light Pair**
Cabshield Beacon Light	**Cabshield Beacon Light Not Required**
Hydraulic System Source	**Henderson Supplied Hydraulic System**
Hydraulic System Manufacturer	**Certified**
Control Mount Location	**Floor Plate/Pedestal Mount Control**
Hydraulic Control Type	**Electric Controls**
Reservoir Type	**Reservoir Supplied With Hydraulics**
Hydraulic Package	**Full Hydraulic Package**
Quick Coupler Upgrade	**Standard QD Couplers**
Return Filter	**Supplied With Hydraulic Package**
Low Oil Indicator	**Supplied With Hydraulic Package**
High Temperature Oil Shutdown	**Supplied With Hydraulic Package**
Low Oil Shutdown	**Included With Hydraulic Package**
Valve Enclosure Mount Location	**Driver Side Valve enclosure, Frame Mount**
Valve Enclosure Size	**Supplied With Hydraulic Package**
Valve Enclosure Supplier	**Valve Enclosure Supplied w/ Hydraulics**
Stainless Steel Tubing	**SS Lines to Rear of Truck (Standard)**
Body Paint Type	**Natural Finish (SS Only)**
Clear Coat Finish	**No Clear Coat Finish Required**

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Asphalt Lip Paint Type	**Natural Finish Asphalt Lip (SS Only)**
Undercoat	**No Undercoat Required**
Touch Up Paint	**No Additional Touch Up Paint**
Special Request No Pintle Hook Holes	2.5-inch receiver ILO Picked 22-inches from ground to bottom of receiver
Special Request Hydraulic System Manufacturer: Certified	Certified Quote number 15221835

Single Package Total: $234,658.12

Package Quantity: 1

Total Price: $234,658.12

Due to the volatility in material costs and chassis delays, pricing is subject to change at time of manufacturing and/or upfit.

Henderson offers a deposit program with additional discounts. Please contact your Henderson sales representative for more details.

All terms and conditions apply. Terms of Sale Document available at http://www.hendersonproducts.com/assets/Terms_of_sale.pdf

Signed:_____ **Date:**_____

Quote notes:

Pricing reflects MODOT Contract #IFB605C018000696

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COUNCIL BILL NO. 2026-104 ORDINANCE NO.

AN ORDINANCE approving the issuance of a Purchase Order to Henderson Products, Inc., in the amount of Two Hundred Thirty-Four Thousand Six Hundred Fifty-Eight and 12/100 Dollars ($234,658.12) for the purchase of one (1) 2027 Freightliner 108SD+ Tandem Axle Dump Truck with Henderson Anti-Ice Package; amending the Annual Budget of the City of Joplin for the Fiscal Year 2025-2026 as adopted by Ordinance 2025-143 on October 20, 2025; and, setting a date when this ordinance shall become effective.

WHEREAS, Henderson Products, Inc., holds the MODOT Contract #IFB605C018000696 for the 2027 Freightliner 108SD+ Tandem Axle Dump Truck with Henderson Anti-Ice Package.

WHEREAS, in the FY 2025-2026 budget process, Council approved and budgeted funds to cover the purchase of one (1) 10-wheeler dump truck with anti-ice tank.

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

Section 1. That a Purchase Order to Henderson Products, Inc., in the amount of Two Hundred Thirty-Four Thousand Six Hundred Fifty-Eight and 12/100 Dollars ($234,658.12) for the purchase of one (1) 2027 Freightliner Tandem Axle Dump Truck with Henderson Anti-Ice Package, be, and the same, is hereby approved.

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

Section 3. That the Fiscal Year 2025-2026 budgeted appropriations as adopted by Ordinance 2025-143 be amended by increasing appropriations by the total amount of Thirty-One Thousand Three Hundred Fifty-Five and 00/100 dollars ($31,355.00).

Section 4. That the Director of Finance is hereby directed to make all necessary entries on the City records to show the increase in appropriations.

Section 5. That upon its passage this Council Bill shall have an effective date of January 21st, 2026.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2026, by a vote of _____.

_____
Keenan T. Cortez, Mayor

COUNCIL BILL NO. 2026-104

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
2026-250 – Rezoning

MEETING DATE:
January 5, 2026

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

FUNDING SOURCE:

Not applicable for this item.

SUMMARY REQUEST:

Case 039-25: 1531 S Iowa Ave – Rezoning – A request to rezone from District M-2 (Heavy Industrial) to District R-2 (Two-Family Residential) – William Ian Hunter & Megan Sexton Hunter & Margaret Wagner Hunter, LLC

BACKGROUND:

The owner is requesting to rezone the property to permit the existing legally non-conforming home by right. The owner is seeking to refinance the home, and they are unable to do so until the property has been rezoned to permit the existing use by right. This request is consistent with the City's planning policies.

The property is designated as Moderate-Density Residential on the Future Land Use Plan. According to the 2012 Comprehensive Plan, and Article 4 land use category definitions in the Joplin Development Code, R-2 (Two-Family Residential) is identified as a compatible zoning district with this future land use category.

PLANNING & ZONING COMMISSION TESTIMONY:

Mr. Heath Lanyon spoke in favor of the case. Mr. Lanyon explained that the previous structure burned down and that in order to rebuild the property would need to be rezoned for financing to be approved.

PUBLIC COMMENT;

No one spoke in opposition of the request.

RECOMMENDATIONS:
Staff recommends approving Council Bill 2026-250
Planning & Zoning Commission recommends approving Case 039-25 (7 in Favor, 0 Opposed, 0 Absent)

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

CASE 039-25: REZONING

Mr. Kimble asked the applicant to step forward and state their name for the record.

Mr. Heath Lanyon, 426 W. Fir Rd., #169, Carthage Missouri, spoke in favor of the case. Mr. Lanyon explained that the previous structure burned down and that in order to rebuild the property would need to be rezoned for financing to be approved.

Mr. Kimble asked if there were any questions.

Mr. Kimble asked if there was anyone else who would like to speak in favor.

Mr. Kimble asked if there was anyone who would like to speak in opposition.

DR. ROSENBERG MADE A MOTION TO APPROVE CASE 039-25. THIS MOTION WAS SECONDED BY MS HARRINGTON. MOTION CARRIED. (7 IN FAVOR, 0 IN OPPOSITION, 0 ABSENT)

Z&P Meeting: December 8, 2025
City Council Meeting: January 5, 2026

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

STAFF PLANNING REPORT
Rezoning

CASE 039-25 A request to rezone from District M-2 (Heavy Industrial) to District R-2 (Two-Family Residential)

LOCATION 1531 S Iowa Ave

APPLICANT William Ian Hunter & Megan Sexton Hunter & Margaret Wagner Hunter LLC

EXISTING CONDITIONS

Zoning	Land Use	Property Size
M-2	Single-Family Home	Approximately 0.18 Acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	M-2	R-2	R-2	M-2
Land Use	Retail	Single-Family Home	Single-Family Home	Retail

FUTURE LAND USE

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

TRANSPORTATION

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

UTILITIES

City Utilities are in place.

FLOOD PLAIN

The property is located within the floodplain. The applicant has been in contact with public works to discuss development requirements.

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

The property is designated as Moderate-Density Residential on the Future Land Use Plan. According to the 2012 Comprehensive Plan, and Article 4 land use category definitions in the Joplin Development Code, R-2 (Two-Family Residential) is identified as a compatible zoning district with this future land use category.

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

The property currently has a legally non-conforming single-family dwelling unit. The existing conditions make it difficult to utilize the property as industrial.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

While there is Industrially zoned property north of this lot, the rest of the south half of the block is zoned R-2. The request will not negatively impact nearby property. The requested zoning district is more compatible with existing conditions, and less intensive than its current zoning district.

DISCUSSION

The owner is requesting to rezone the property to permit the existing legally non-conforming home by right. The owner is seeking to refinance the home, and they are unable to do so until the property has been rezoned to permit the existing use by right. This request is consistent with the City's planning policies.

Staff recommends approval of Case 039-25.

ENCLOSURES

- Map of property
- Application

Rezoning Procedures

Applicability. The rezoning process provides review of changes to the boundary of zoning districts (map amendment) that may be necessary to implement the comprehensive plan, to account for changed conditions in the general area, or to reflect a change in public policies with respect to future development. Application for a rezoning may be initiated by the property owner, the City Council, or the Planning Commission.

Review Criteria. A rezoning shall be reviewed according to the following criteria:

1. The application is consistent with the comprehensive plan, and any official plan or program developed under the guidance of that plan.
2. The application supports the character of the neighborhood, considering the design of streets, civic spaces, and other open spaces; the scale, pattern, and format of buildings; the zoning of property and intent of other zoning districts in the vicinity; and the compatibility, transitions, and integration of existing and potential future uses.
3. The suitability of the subject property for the uses to which it has been restricted.
4. The application furthers the intent of the proposed zoning district and the general purposes of these regulations.
5. The application demonstrates compliance with all substantive standards and guidance of the proposed zoning district; or, where no proposed development application is associated with the application, there is a likelihood of development that complies with all substantive standards can be demonstrated.
6. The ability of the City or other government agencies to provide any services, facilities or programs that may be necessary if the application is approved.
7. The effect of approval on surrounding property, including the likelihood that surrounding areas may be developed in accordance with current zoning or future plans.
8. The recommendations of professional staff or other reviews associated with the application.

Review Procedures. In addition to the general requirements in Table 2-1 and Section 2.01, the following requirements are specific to zoning map amendment applications.

1. Applications may be accompanied by one of the following complementary applications: a Site Plan, a Special Use Permit, or a Concept Plan of a similar nature to that required in Section 2.04 for Planned Developments.
2. Applications may be accompanied by any plat that is necessary for the project.
3. The City Council may recommend the application be returned to Planning Commission for further study or additional information at its next regular meeting. Failure by the Planning Commission to consider or revise its recommendation shall be considered a resubmission of its original recommendation.
4. The Planning Commission may recommend, or City Council may approve a lessor change than was proposed in the notice, whether in extent of property or project area, or in the scale, intensity, or other substantive standards for proposed project and zoning change.

Effect of Decision. Rezoning shall be approved by the City Council in the form of an ordinance. Approved changes shall be indicated on the Official Zoning Map by the Director within 30 days following approval. Any application that includes a required site plans or other similar applications

(except Concept Plans), may proceed to building permits after the effective date of the ordinance and upon satisfying all other conditions of the approval. If the applicant fails to obtain a building permit within one year of the effective date of the ordinance approving the change, the Director may schedule a hearing to reconsider and revert the zoning to the previous classification, subject to all procedures and criteria of the original change.

Rezoning Application

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

Office Use Only
Case No.: 039-25
Filing Fee: $600.00
Received: 10/28/25
Date Advertised:
Proj. No.: 25-064
Public Hearing Date: 12/8/25

Applicant: Heath A Lanyon Phone No.: 417-708-7087

Address: 426 W Fir Rd, #169, Carthage, MO 64836 Email: gocardinals2010@outlook.com

Owner: William Ian Hunter and Megan Sexton Hunter and Margaret Wagner Hunter, LLC Phone No.: 417-708-7087

Address: 426 W Fir Rd, #169, Carthage, MO 64836 Email: gocardinals2010@outlook.com

Location of Property: 1531 Iowa Ave, Joplin, MO 64804

Present Use of Property: Rental

Proposed Use of Property: Rental

Current Zoning: M-2 Requested Zoning: R-2

Surrounding Land Use and Zoning:

	Land Use	Zoning
North	Business	M-2
South	Residential	R-2
East	Residential	R-2
West	Business	M-2

Character of the Neighborhood: There are businesses directly to the west, north, and (after a couple of residential parcels) northeast right along 15th Street and residential neighborhoods for several blocks directly to the southwest, south, and east.

Relationship to Existing Zoning Pattern:

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

If yes, explain: It is our understanding that the current residential use of the property does not conform legally to its current zoning. Due to this, we are unable to obtain financing on the property because rebuilding would not be allowed should it be destroyed by a catastrophe. Also, there are a variety of other instances in which the city would cease to allow the residential use to persist.

Conformance with Comprehensive Plan:

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

Traffic Conditions:

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

Street(s) with Access to Property: Iowa Ave

Classification of Street(s):

Arterial ☐ Collector ☐ Local ☒

Right-of-Way Width: 60 feet

Subdivision Platting:

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

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

Additional Platting Comments: N/A

Unique Characteristic of Property and/or Additional Comment:

It is our understanding that the current residential use of the property does not conform legally to its current zoning. Due to this, we are unable to obtain financing on the property because rebuilding would not be allowed should it be destroyed by a catastrophe. Also, there are a variety of other instances in which the city would cease to allow the residential use to persist. There are no known additional impacts on traffic conditions, fire hazards, the character of the surrounding properties, or other aspects in general. The City Of Joplin will benefit from our ongoing investment in this property due to this re-zoning mitigating uncertainties related to financing, the ability to re-build, and continued residential use of the property.

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

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

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

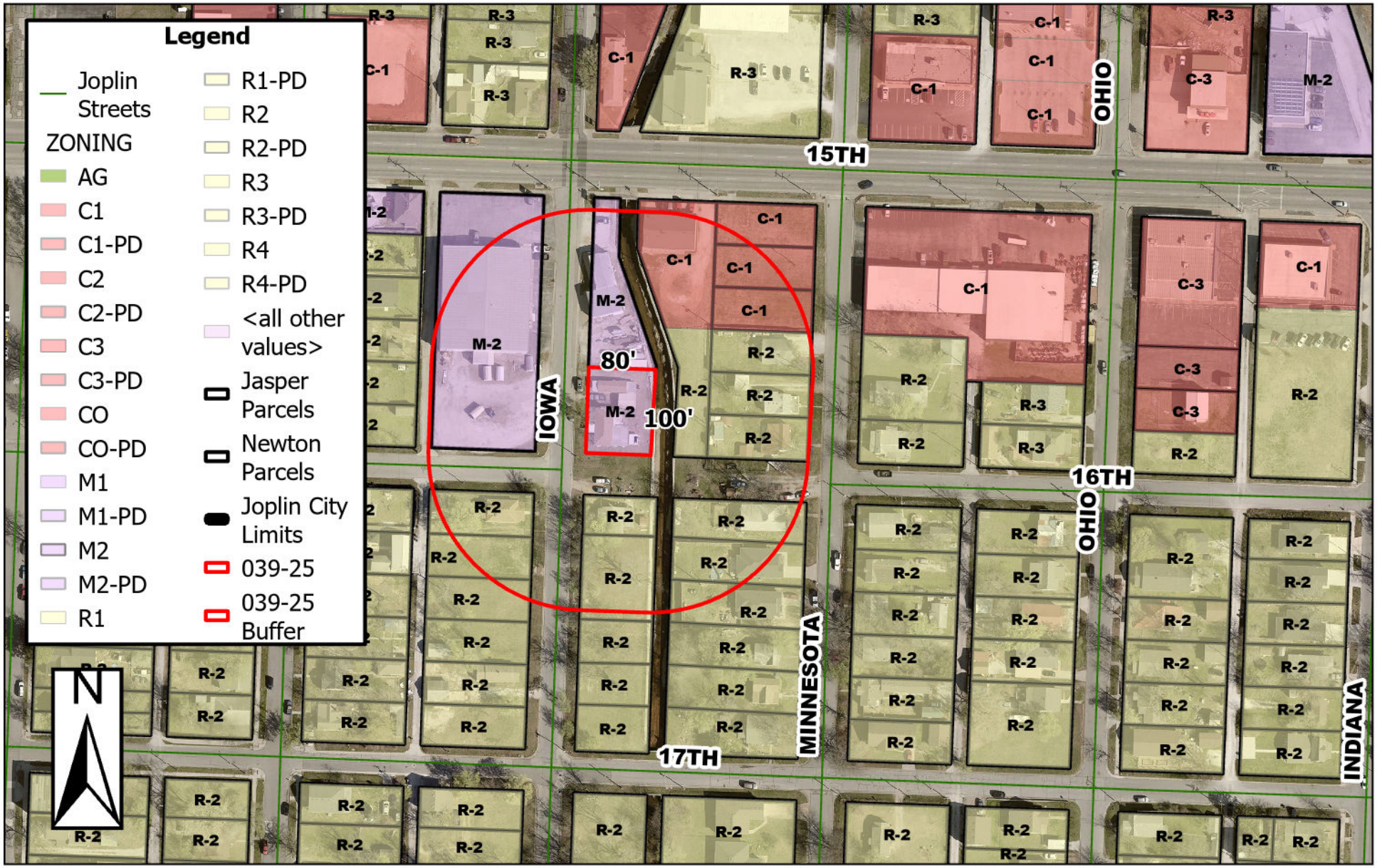
Signature: Heath A Lawyou as Manager of William Ian Hunter and Megan Sexton Hunter and Margaret Wagner Hunter, LLC **Date:** 2025-10-28

EXHIBIT "A"

Full Legal Description of Real Property:

ALL OF THE SOUTH 100 FEET OF LOT NUMBERED SIXTY-EIGHT (68) IN CAMPBELL'S NINTH ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI.

Case 039-25: Rezoning



1531 S Iowa Ave – Rezoning – A request to rezone from District M-2 (Heavy Industrial) to District R-2 (Two-Family Residential) – William Ian Hunter & Megan Sexton Hunter & Margaret Wagner Hunter LLC

0 55 110 220 330 440
Feet

P & Z Case 039-25
William Ian Hunter & Megan Sexton Hunter
& Margaret Wagner Hunter, LLC
(P & Z Approved)

COUNCIL BILL NO. 2026-250 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2022-119, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District M-2 (Heavy Industrial) and include in District R-2 (Two-Family Residential) property as described below and generally known as 1531 S Iowa Ave, Joplin, Jasper County, Missouri.

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

Section 1. Having referred the subject matter of this ordinance to the City Planning and Zoning Commission and having given at least fifteen days' notice of time and place of hearing on same by publication in the Joplin Globe, Ordinance No. 2022-119 is hereby amended by removing from District M-2 (Heavy Industrial) the following described property and including in District R-2 (Two-Family Residential).

ALL OF THE SOUTH 100 FEET OF LOT NUMBERED SIXTY-EIGHT (68) IN CAMPBELL'S NINTH ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI.

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

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of_____, 2026, by a vote of _____.

_____
Keenan T. Cortez, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
2026-251 – Voluntary Annexation

MEETING DATE:
January 5, 2026

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

FUNDING SOURCE:

Not applicable for this item.

SUMMARY REQUEST:

Case 041-25: 4549 S Hwy 43 – Voluntary Annexation – A request to Voluntarily Annex into the Corporate Limits of the City of Joplin – Robert Williams, Jr. Revocable Living Trust Agreement

BACKGROUND:

This property is the location of the East half of the Rapid Roberts gas station. The West half was annexed into the City limits of Joplin in 2006. The request will incorporate the rest of the site into the City limits of Joplin, so that they can redevelop the location. The redevelopment will be for a new gas station.

PLANNING & ZONING COMMISSION TESTIMONY:

Mr. Derek Lee spoke in favor of the case. He stated that the property was a non-conforming use. The owners want to demolish the existing gas station and replace it with a new one. In order to do this, the property needs to be annexed and rezoned. Ms. Harrington asked if there were underground tanks, and if they would be utilized, inspected or replaced. Mr. Lee responded that there were, and that during construction they would determine whether or not the tanks would need to be replaced.

PUBLIC COMMENT;

No one spoke in opposition of the request.

RECOMMENDATIONS:
Staff recommends approving Council Bill 2026-251
Planning & Zoning Commission recommends approving Case 041-25 (7 in Favor, 0 Opposed, 0 Absent)

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

CASE 041-25: VOLUNTARY ANNEXATION

Mr. Kimble asked the applicant to step forward and state their name for the record.

Mr. Derek Lee 1200 E. Woodhurst, Springfield, Missouri, spoke in favor of the case. Mr. Lee explained that there is an existing gas station in a non-conforming use. The owners would like to demolish the existing gas station and replace it with a new one. In order to do this the property would need to be annexed and rezoned.

Mr. Kimble asked if there were other questions.

Ms. Harrington asked if there were underground tanks at this location. And will they be utilized, inspected, or replaced.

Mr. Lee responded “yes” there are underground tanks. During construction it will be determined. They will be reused if they can, but sometimes they can’t.

Mr. Kimble asked if there were other questions.

Mr. Kimble asked if there was anyone else who would like to speak in favor.

Mr. Kimble asked if there was anyone who would like to speak in opposition.

MR. SPRUCE MADE A MOTION TO APPROVE CASE 041-25. THIS MOTION WAS SECONDED BY MS WARREN MOTION CARRIED. (7 IN FAVOR, 0 IN OPPOSITION, 0 ABSENT)

Z&P Meeting: December 8, 2025
City Council Meeting: January 5, 2026

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

STAFF PLANNING REPORT
Voluntary Annexation

CASE 041-25 A request to voluntarily annex property into the City of Joplin

LOCATION 4549 S Hwy 43

APPLICANT Robert Williams, Jr. Revocable Living Trust Agreement

EXISTING CONDITIONS

Zoning	Land Use	Property Size
N/A (Newton County, MO)	Gas Station	Approximately 2.63 acres

DISCUSSION

This property is the location of the East half of the Rapid Roberts gas station. The West half was annexed into the City limits of Joplin in 2006. The request will incorporate the rest of the site into the City limits of Joplin, so that they can redevelop the location.

Staff recommends approval of Case 041-25.

ENCLOSURES

- Map of area to be annexed
- Application

BEFORE THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI

PETITION FOR VOLUNTARY ANNEXATION PURSUANT TO 71.012, RSMo.

TO WHOM IT MAY CONCERN:

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

Robert E. Wilson, Jr.

as Trustee of the Robert E. Wilson, Jr. Revocable Living Trust Agreement dated June 15, 2000

STATE OF Missouri)
) ss:
COUNTY OF Greene)

On this 18th day of November 20 25, before me appeared Robert E. Wilson

, to me known to be the Trustee of Robert E. Wilson, Jr. Revocable Living Trust Agreement dated June 15, 2000, and the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Trustee of the consideration stated therein and no other, and said Robert E. Wilson acknowledged said instrument to be the free act and deed of said ~~corporation~~ Trust, and that the allegations contained therein are true.

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

Notary Public Stephen C. Makoski

STEPHEN C. MAKOSKI
Notary Public - Notary Seal
State of Missouri
Commissioned for Greene County
My Commission Expires: March 03, 2027
Commission Number: 15633677

My commission expires: 03/03/2027

Voluntary

Annexation Application

Corporation

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

Office Use Only

Case No.: 041-25
Filing Fee: $0.00
Received: 10/30/25
Proj. No.: 25-066

Please complete the following information as it pertains to the requested voluntary annexation property. If you own more than one parcel in which you are requesting annexation, you will need to complete this form for each parcel of property.

Owner Name: Robert E. Wilson, Jr. Revocable Living Trust Agreement Phone No. 417-890-1111

Email: twilson@rapidrobertsinc.com

Applicant Name: Robert E. Wilson, Jr. Revocable Living Trust Agreement Phone No. 417-890-1111

Email: twilson@rapidrobertsinc.com

Mailing Address: 1840 S Campbell, Springfield, MO 65807

Annexation Property Location: 4549 Highway 43, Joplin, MO 64804

Present Use of Property: Gas station

Residential Information (if no present of future residences, you may skip this section.)

Number of presently occupied or occupiable:

Single-family residences: _____

Duplex residences: _____

Triplex residences: _____

Apartment house residences: _____

Apartment complex units: _____

Number of future occupiable:

Single-family residences: _____

Duplex residences: _____

Triplex residences: _____

Apartment house residences: _____

Apartment complex units: _____

Name of water provider, or list 'well': _____

Name of sewer provider, or list 'septic': _____

Commercial Information (if no present commercial use, you may skip this section.)

Business #1
Business Name: Rapid Robert's, Inc.

Mailing Address: 1840 S Campbell, Springfield, MO 65807

Owner/Manager Name: Todd Wilson

Phone No. 417-890-1111 Email: twilson@rapidrobertsinc.com

Landlord Name: Owner occupied Phone No. _____

Missouri Sales Tax ID No. _____

Liquor Sales: Yes ◉ No ○

Business #2
Business Name: _____

Mailing Address: _____

Owner/Manager Name: _____

Phone No. _____ Email: _____

Landlord Name: _____ Phone No. _____

Missouri Sales Tax ID No. _____

Liquor Sales: Yes ○ No ○

REQUIRED VOLUNTARY ANNEXATION INFORMATION

JOPLIN

FINANCE DEPARTMENT

*****THIS FORM MUST BE SUBMITTED WITH YOUR VOLUNTARY ANNEXATION PETITION*****

Please complete the following information as it pertains to the requested voluntary annexation property. If you own more than one parcel in which you are requesting annexation you will need to complete this form for each parcel of property.

Property Owner Name: Robert E. Wilson, Jr. Revocable Living Trust Agreement dated June 15, 2000 **Telephone Number:** 417-890-1111

Property Address: 4549 Highway 43, Joplin, MO 64804

1. **Is the annexation the result of an out-of-town sewer agreement?** ____ **Yes** X **No**
2. **Is this property residential property?** ____ **Yes** X **No**
3. **Are there any businesses located on this property?** X **Yes** ____ **No**

If yes, how many businesses are located on this property? One Rapid Robert's

Please list the following information for each business located on the property:

Business #1:

Business Name: Rapid Robert's, Inc.

Business Mailing Address: 1840 S Campbell, Springfield, MO 65807

Name of Owner or Manager: Todd Wilson, Chief Operating Officer

Business Contact Phone Number: 417-890-1111

Is the Property Leased to the Business? ____ **Yes** X **No**

Type of Business (example: insurance, repair shop, etc.) Gas station

Does the business sell retail items? X **Yes** ____ **No**

If yes, what is their Missouri Sales Tax ID Number? ____

Does the business sell liquor? X **Yes** ____ **No**

Business #2:

Business Name: ____

Business Mailing Address: ____

Name of Owner or Manager: ____

Business Contact Phone Number: ____

Is the Property Leased to the Business? ____ **Yes** ____ **No**

Type of Business (example: insurance, repair shop, etc.) ____

Does the business sell retail items? ____ **Yes** ____ **No**

If yes, what is their Missouri Sales Tax ID Number? _____

Business #3: Does the business sell liquor? _____ Yes _____ No (Over)

Business Name: _____

Business Mailing Address: _____

Name of Owner or Manager: _____

Business Contact Phone Number: _____

Is the Property Leased to the Business? _____ Yes _____ No

Type of Business (example: insurance, repair shop, etc.) _____

Does the business sell retail items? _____ Yes _____ No

If yes, what is their Missouri Sales Tax ID Number? _____

Does the business sell liquor? _____ Yes _____ No

Business #4: Business Name: _____

Business Mailing Address: _____

Name of Owner or Manager: _____

Business Contact Phone Number: _____

Is the Property Leased to the Business? _____ Yes _____ No

Type of Business (example: insurance, repair shop, etc.) _____

Does the business sell retail items? _____ Yes _____ No

If yes, what is their Missouri Sales Tax ID Number? _____

Does the business sell liquor? _____ Yes _____ No

/MENTS

The owner would like to demolish the existing building and parking lot to construct a new gas station and parking lot. The current property is partially in the County and zoned R-1. The intent is to clean up the zoning by zoning the entire property to C-3. After annexation and rezoning, the lots will be combined into a single parcel.

Are there residential living units on the property that are occupied or capable of being occupied? _____Yes _____No

If Yes, how many

Single-family house(s)	_____ Amount
Duplex(s)	_____ Amount
Tri-plex(s)	_____ Amount
Apartment House(s)	_____ Amount
Apartment Complex(s)	_____ Amount

Do you plan to build residential living units on the property _____Yes _____No

If Yes, how many

Single-family house(s)	_____ Amount
Duplex(s)	_____ Amount
Tri-plex(s)	_____ Amount
Apartment House(s)	_____ Amount
Apartment Complex(s)	_____ Amount

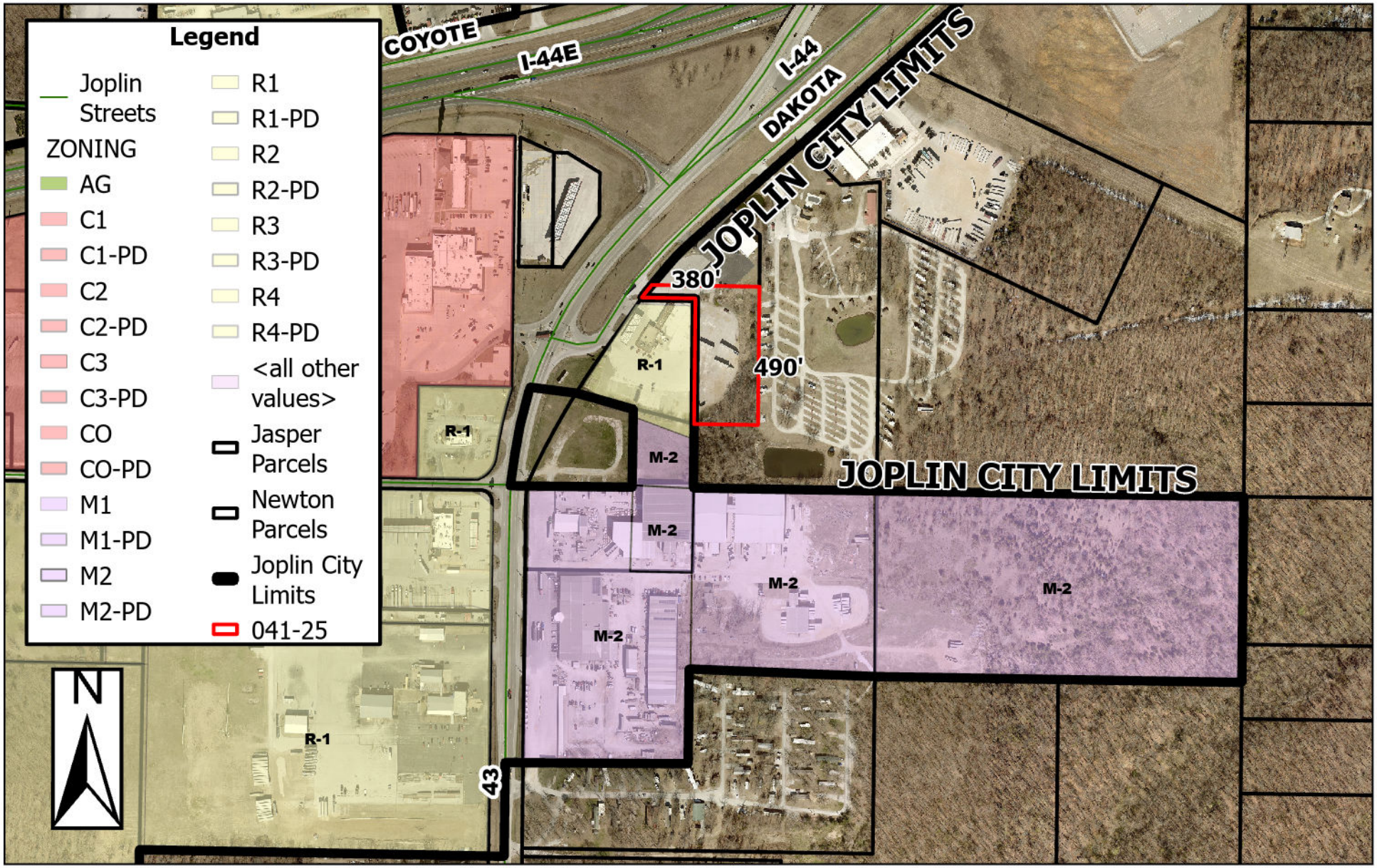
Are (or Will) the living unit(s) be on a well _____ Yes _____No
If NO, please furnish the name of the water company _____

Are (or Will) the living unit(s) have a septic system? _____ Yes _____ No
If NO, please furnish the name of the municipal sewer system _____

EXHIBIT A

BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 26, RANGE 33, NEWTON COUNTY, MISSOURI, THENCE SOUTH 89 DEGREES 57 MINUTES, 50 SECONDS WEST 200.16 FEET TO THE EAST RIGHT-OF-WAY OF HIGHWAY 43, THENCE NORTH 43 DEGREES 13 MINUTES 49 SECONDS EAST 30.0 FEET, THENCE SOUTH 86 DEGREES 52 MINUTES 03 SECONDS EAST 395.92 FEET, THENCE SOUTH 0 DEGREES 11 SECONDS WEST 491.80 FEET, THENCE SOUTH 89 DEGREES 57 MINUTES 50 SECONDS WEST 215.0 FEET, THENCE NORTH 0 DEGREES 11 MINUTES EAST 491.80 FEET TO BEGINNING.

Case 041-25: Voluntary Annexation



4549 S Hwy 43 – Annexation – A request to voluntarily annex property into the Corporate Limits of the City of Joplin – Robert Williams, Jr. Revocable Living Trust Agreement

0 175 350 700 1,050 1,400 Feet

P & Z Case 041-25
Robert Williams, Jr. Revocable Living Trust Agreement
(P & Z Recommended to Approve)

COUNCIL BILL NO. 2026-251 ORDINANCE NO.

AN ORDINANCE approving the voluntary annexation by the Council of the City of Joplin, Missouri, of property generally described as 4549 S Hwy 43, Newton County, Missouri.

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

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

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

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

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

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

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

BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 26, RANGE 33, NEWTON COUNTY, MISSOURI, THENCE SOUTH 89 DEGREES 57 MINUTES, 50 SECONDS WEST 200.16 FEET TO THE EAST RIGHT-OF-WAY OF HIGHWAY 43, THENCE NORTH 43 DEGREES 13 MINUTES 49 SECONDS EAST 30.0 FEET, THENCE SOUTH 86 DEGREES 52 MINUTES 03 SECONDS EAST 395.92 FEET, THENCE SOUTH 0 DEGREES 11 SECONDS WEST 491.80 FEET, THENCE SOUTH 89 DEGREES 57 MINUTES 50 SECONDS WEST 215.0 FEET, THENCE NORTH 0 DEGREES 11 MINUTES EAST 491.80 FEET TO BEGINNING.

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

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of _____, 2026, by a vote of _____.

_____
Keenan T. Cortez, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
2026-252 – Rezoning

MEETING DATE:
January 5, 2026

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

FUNDING SOURCE:

Not applicable for this item.

SUMMARY REQUEST:

Case 040-25: 4549 S Hwy 43 – Rezoning – A request to rezone from District R-1 (Single-Family Residential) to District C-3 (Commercial) – Robert Williams, Jr. Revocable Living Trust Agreement

BACKGROUND:

The owner is requesting to redevelop this site by demolishing the existing structure and rebuilding. They will be annexing the other half of this property (east half), and the rezoning will include both the legally non-conforming (R-1) portion, and the newly annexed section. The request is consistent with the City's Planning policies.

The property is designated as Retail Commercial on the Future Land Use Plan. According to the 2012 Comprehensive Plan, and Article 4 land use category definitions in the Joplin Development Code, C-3 (Commercial) is identified as a compatible zoning district with this future land use category.

PLANNING & ZONING COMMISSION TESTIMONY:

Mr. Derek Lee spoke in favor of the case. Mr. Lee explained that the existing gas station is in an existing R-1 zoning, which is non-conforming. They are asking that it be C-3, which is the appropriate zoning for a gas station.

PUBLIC COMMENT;

No one spoke in opposition of the request.

RECOMMENDATIONS:
Staff recommends approving Council Bill 2026-252
Planning & Zoning Commission recommends approving Case 040-25 (7 in Favor, 0 Opposed, 0 Absent)

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

CASE 040-25: REZONING

Mr. Kimble asked the applicant to step forward and state their name for the record.

Mr. Derek Lee 1200 E. Woodhurst, Springfield, Missouri, spoke in favor of the case. Mr. Lee explained that the existing gas station is in an existing R-1 zoning, which is non-conforming. They are asking that it be C-3, which is the appropriate zoning for a gas station.

Mr. Kimble asked if anyone else wanted to speak in favor of this case.

Mr. Kimble asked if anyone wanted to speak in opposition of this case.

Mr. Kimble asked if there was a motion on this case.

MS. HARRINGTON MADE A MOTION TO APPROVE CASE 040-25. THIS MOTION WAS SECONDED BY MS. KLUE-MICHAEL. MOTION CARRIED. (7 IN FAVOR, 0 IN OPPOSITION, 0 ABSENT)

Z&P Meeting: December 8, 2025
City Council Meeting: January 5, 2026

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

STAFF PLANNING REPORT
Rezoning

CASE 040-25 A request to rezone from District R-1 (Single-Family Residential) to District C-3 (Commercial)

LOCATION 4549 S Hwy 43

APPLICANT Robert Williams, Jr. Revocable Living Trust Agreement

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EXISTING CONDITIONS

Zoning	Land Use	Property Size
R-1	Gas Station	Approximately 5.56 Acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	N/A	N/A	M-2	C-3
Land Use	Retail	Mobile Home Park	Vacant	Gas Station

FUTURE LAND USE

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

TRANSPORTATION

Streets with access	Classification	Right-of-way width
S Hwy 43	MODOT	~130+ Feet

UTILITIES

City Utilities are in place.

FLOOD PLAIN

The property is not located within the floodplain.

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

The property is designated as Retail Commercial on the Future Land Use Plan. According to the 2012 Comprehensive Plan, and Article 4 land use category definitions in the Joplin Development Code, C-3 (Commercial) is identified as a compatible zoning district with this future land use category.

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

The property currently has a legally non-conforming gas station. The gas station never rezoned when it was annexed into the City.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

This request will bring the property into compliance with the City's planning policies and will not have a negative impact on the surrounding properties. The gas station is existing and the zoning change will require the redevelopment of this property to be done to the current code's standards.

DISCUSSION

The owner is requesting to redevelop this site by demolishing the existing structure and rebuilding. They will be annexing the other half of this property (east half), and the rezoning will include both the legally non-conforming (R-1) portion, and the newly annexed section. The request is consistent with the City's Planning policies. The future land use designation for property within City Limits along S HWY 43 is Retail Commercial.

Staff recommends approval of Case 040-25.

ENCLOSURES

- Map of property
- Application

Rezoning Application

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

Office Use Only
Case No.: 040-25
Filing Fee: $600.00
Received: 10/30/25
Date Advertised:
Proj. No.: 25-067
Public Hearing Date: 12/8/25

Applicant: Robert E. Wilson, Jr. Revocable Living Trust Phone No.: 417-890-1111

Address: 1840 S. Campbell, Springfield, MO 65807 Email: twilson@rapidrobertsinc.com

Owner: Robert E. Wilson, Jr. Revocable Living Trust Phone No.: 417-890-1111

Address: 1840 S. Campbell, Springfield, MO 65807 Email: twilson@rapidrobertsinc.com

Location of Property: 4549 Highway 43, Joplin, MO 64804

Present Use of Property: Non-conforming gas station

Proposed Use of Property: Gas station

Current Zoning: County: R-1 Requested Zoning: C-3

Surrounding Land Use and Zoning:

	Land Use	Zoning
North	Commercial	Newton County Zoning
South	Commercial	M-2 & Newton County Zoning
East	KOA Mobile Camper Park	Newton County Zoning
West	Commercial	C-3

Character of the Neighborhood: Commercial

Relationship to Existing Zoning Pattern:

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

If yes, explain: The existing gas station is a non-conforming use. C-3 will allow the new proposed gas station to operate in the correct zoning.

Conformance with Comprehensive Plan:

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

Traffic Conditions:

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

Street(s) with Access to Property: The existing entrances will be maintained off the service road for Hwy 43.

Classification of Street(s):

Arterial ☐ Collector ☐ Local ☐

Right-of-Way Width: Non-standard width of over 300' at an intersection.

Subdivision Platting:

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

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

Additional Platting Comments: The intent is to combine lots.

Unique Characteristic of Property and/or Additional Comment:

The intent is to demolish the existing parking lot and building and construct a new gas station with new parking lot.

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

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

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

Signature: _____ **Date:** 10-30-25

Rezoning

I-2 351-2499

STATE OF MISSOURI } ss
COUNTY OF NEWTON }

IN THE RECORDER'S OFFICE
002483

I, PEGGY L. SPICER, CIRCUIT CLERK & EX-OFFICIO RECORDER, WITHIN AND FOR THE COUNTY AFORESAID, DO CERTIFY THE INSTRUMENT ATTACHED, WAS FILED FOR RECORD ON THE 14th DAY OF March, 2002; AT 8 54a M, RECORDED IN BOOK 351 AT PAGE 2499 WHEREOF, I HAVE HEREUNTO SET MY HAND & AFFIXED THE SEAL OF SAID OFFICE. DONE IN NEOSHO, MO.

PEGGY L. SPICER, CIRCUIT CLERK BY Marti Millikin DEPUTY
EX-OFFICIO RECORDER

THE CIRCUIT COURT SEAL NEWTON COUNTY, MO.

#12360 $26.00

WARRANTY DEED

This Warranty Deed made and entered into this 6th day of February, 2002, by and between **Robert E. Wilson, Jr.**, a single person owning the following described tract of land, of Greene County, Missouri, party of the first part (hereinafter "Grantor"), and **Robert E. Wilson, Jr., Trustee of the Robert E. Wilson, Jr. Revocable Living Trust Agreement dated June 15, 2000**, party of the second part, (hereinafter "Grantee"). The mailing address of the Grantee is: 1840 South Campbell, Springfield, Missouri 65807.

WITNESSETH: The Grantor, for and in consideration of the sum of TEN DOLLARS ($10.00) and other valuable consideration paid to the Grantor, the receipt of which is hereby acknowledged, does by these presents Grant, Bargain and Sell, Convey and Confirm unto the Grantee the following described lots, tracts or parcels of land lying, being and situated in the County of Newton and State of Missouri, to-wit:

Beginning at the Northeast corner of the Southwest Quarter of the Southwest Quarter of the Northwest Quarter (SW 1/4 SW 1/4 NW 1/4) of Section 4, Township 26, Range 33, Newton County, Missouri, thence South 0 degrees 11 minutes West along the East line of the Southwest Quarter of the Southwest Quarter of the Northwest Quarter 491.80 feet, thence North 66 degrees 39 minutes West, 428.65 feet to the East right of way line of Missouri Highway 43, thence North 31 degrees 04 minutes 30 seconds East along said right of way 374.99 feet, thence North 89 degrees 57 minutes 50 seconds East 200.16 feet to the point of beginning, Except any part taken or deeded for road purposes.

TO HAVE AND TO HOLD the premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereto belonging or in anywise appertaining, unto the said Grantee and unto his/its successors and assigns FOREVER, the said Grantor hereby covenanting that he is lawfully seized of an indefeasible estate in fee in the premises herein conveyed; that he has good right to convey the same; that the said premises are free and clear of any incumbrances done or suffered by him or those under whom he claimed title; and that he will Warrant and Defend the title to said premises unto the said Grantee, and unto his/its successors and assigns forever, against the lawful claims and demands of all persons.

2-2 351-2499

IN WITNESS WHERE OF, the said Grantor has hereunto set his hand the day and year first above written.

GRANTOR

Robert E. Wilson (Seal)
Robert E. Wilson, Jr.

STATE OF MISSOURI }
} ss.
COUNTY OF GREENE }

On this 6th day of February, 2002, before me personally appeared **Robert E. Wilson, Jr.**, a single person, to me known to be the person(s) described in, and who executed the within **Warranty Deed**, and acknowledged that he executed the same as his free act and deed.

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

Traci J Burke
Notary Public

My commission expires:

TRACI J. BURKE
Notary Public - Notary Seal
STATE OF MISSOURI
Greene County
My Commission Expires May 30, 2004

After recording, return to:
Todd A. Johnson
Ellis, Ellis, Hammons & Johnson, PC
The Hammons Tower
901 St. Louis Street, Suite 600
Springfield, MO 65806-2505

Rezoning & Annexation

Recorded in Newton County, Missouri

Recording Date/Time: 12/15/2015 at 10:33:19 AM
Book: 364 Page: 8023
Instr #: 201508129
Type: TRD
Pages: 3
Fee: $30.00 S 20150006899

RECORDER OF DEEDS SEAL NEWTON COUNTY, MO
Lenora Hyder
Recorder of Deeds

Preferred Title
1265 Republic Rd
Springfield MO
65804

1836 $30.00

TRUSTEES WARRANTY DEED

THIS INDENTURE, made on the 12 day of December, 2015, by and between **SUSAN M. CAMPBELL, TRUSTEE of The OLIVE MYRICK TRUST, DATED OCTOBER 22, 1990, AS AMENDED OCTOBER 13, 1994, OCTOBER 17, 2005 and FEBRUARY 4, 2010,** GRANTORS hereinafter referred to as Party of the First Part, whether one or more, and **ROBERT E WILSON JR, TRUSTEE OF THE REVOCABLE LIVING TRUST AGREEMENT OF ROBERT E WILSON, JR DATED JUNE 15, 2000,** GRANTEE hereinafter referred to as Party of the Second Part and the mailing address of said first named Grantee is: 1840 S Campbell, Springfield, MO 65807

WITNESSETH: Party of the First Part warrants that Party of the First Part is the duly appointed, qualified and is currently acting as Trustee(s) under Agreement as aforesaid, and that such agreement and all the powers contained therein, including those hereinafter described, remain in full force and effect, and that Grantor(s) did not alter, nor revoke, said agreement, nor amend it, and did not request withdrawal from the Trust the real estate described; and

Party of the First Part further warrants that the provisions of the aforesaid agreement granting Trustee(s) the Power to sell and convey appear in said Trust Instrument and that Trustee(s) have the power to sell and convey.

Party of the First Part further warrants that there are no other provisions in said Agreement nor any amendments thereto, which limit the aforesaid powers nor is there any provision in said Agreement, nor amendments thereto, by which Grantor(s) retained or gave to any other person or organization the right to negate, consent or approve of the conveyance by Trustee(s) of the real estate herein described.

WITNESSETH, That the said Party of the First Part, in consideration of the sum of Ten and No/100 Dollars ($10.00) and other good and valuable consideration paid to the Party of the First Part by the said Party of the Second Part, the receipt of which is hereby acknowledged, does by these presents, GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM, unto the said Party of the Second Part, and the heirs and assigns of the Party of the Second Part, the following described lots, tracts or parcels of land, lying, being and situate in the County of Newton and State of Missouri, to-wit:

(SEE SCHEDULE A ATTACHED HERETO AND INCORPORATED BY REFERENCE.)

Grantor further swears and affirms that OLIVE M MYRICK passed from this life on 2/14/2011.

PTOFMO # 5588

TO HAVE AND TO HOLD the premises aforesaid, with all and singular the rights, privileges, appurtenances, and immunities thereto belonging, or in anywise appertaining, unto the said Party of the Second Part, and unto the heirs and assigns of the Party of the Second Part forever; the said Party of the First Part hereby covenanting that the premises are free and clear of any encumbrances done or suffered by the Party of the First Part in Party of the First Part's capacity as Trustee(s), and that Party of the First Part will warrant and defend the title to the said premises unto the said Party of the Second Part and unto the heirs and assigns of the Party of the Second Part forever, against the lawful claims and demands of all persons, whomsoever.

IN WITNESS WHEREOF, this deed has been executed the day and year first above written.

✓ SM Campbell trustee

SUSAN M. CAMPBELL, TRUSTEE OF THE OLIVE MYRICK TRUST DATED OCTOBER 22, 1990, AS AMENDED OCTOBER 13, 1994, OCTOBER 17, 2005 and FEBRUARY 4, 2010

STATE OF Missouri)
) SS.
COUNTY OF Jackson)

On this 12 day of December, 2015, before me, a Notary Public, appeared, **SUSAN M. CAMPBELL, TRUSTEE OF THE OLIVE MYRICK TRUST, DATED OCTOBER 22, 1990, AS AMENDED OCTOBER 13, 1994, OCTOBER 17, 2005 and FEBRUARY 4, 2010,** and acknowledged that they executed the foregoing instrument as their free act and deed as Trustees. Further, that said Trust has not been altered nor revoked and is in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Springfield, Missouri, the day and year first above written.

✓ CK Hand, NOTARY PUBLIC

My Commission Expires:

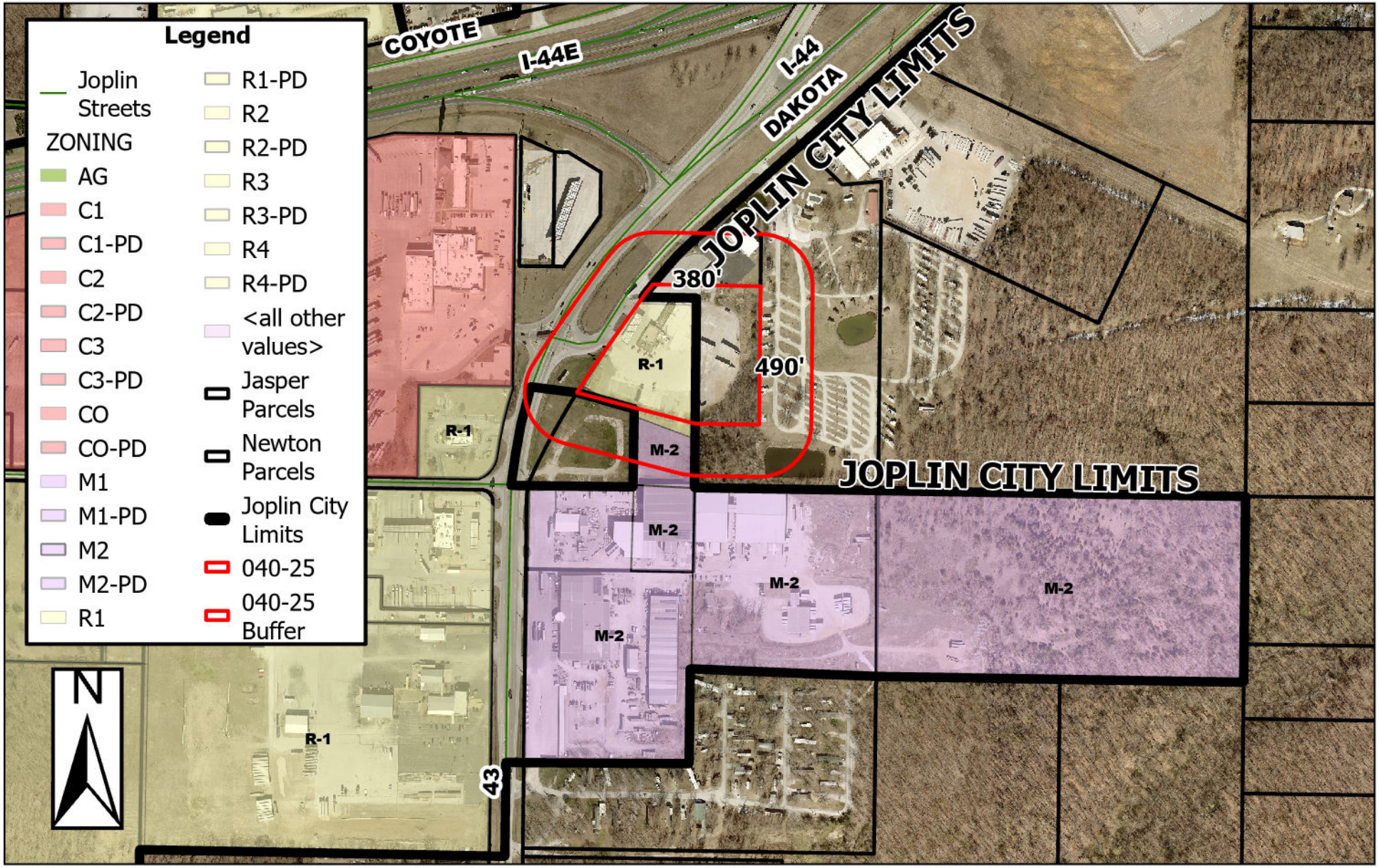
May 10, 2016

CK HAND
Notary Public, Notary Seal
State of Missouri
Jackson County
Commission # 12381474
My Commission Expires May 10, 2016

EXHIBIT A

BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 26, RANGE 33, NEWTON COUNTY, MISSOURI, THENCE SOUTH 89 DEGREES 57 MINUTES, 50 SECONDS WEST 200.16 FEET TO THE EAST RIGHT-OF-WAY OF HIGHWAY 43, THENCE NORTH 43 DEGREES 13 MINUTES 49 SECONDS EAST 30.0 FEET, THENCE SOUTH 86 DEGREES 52 MINUTES 03 SECONDS EAST 395.92 FEET, THENCE SOUTH 0 DEGREES 11 SECONDS WEST 491.80 FEET, THENCE SOUTH 89 DEGREES 57 MINUTES 50 SECONDS WEST 215.0 FEET, THENCE NORTH 0 DEGREES 11 MINUTES EAST 491.80 FEET TO BEGINNING.

Case 040-25: Rezoning



4549 S Hwy 43 – Rezoning – A request to rezone from District R-1 (Single-Family Residential) to District C-3 (Commercial) – Robert Williams, Jr. Revocable Living Trust Agreement

0 175 350 700 1,050 1,400 Feet

P & Z Case 040-25
Robert Williams, Jr. Revocable Living Trust Agreement
(P & Z Approved)

COUNCIL BILL NO. 2026-252 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2022-119, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District R-1 (Single-Family Residential) and include in District C-3 (Commercial) property as described below and generally known as 4549 S Hwy 43, Joplin, Newton County, Missouri.

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

Section 1. Having referred the subject matter of this ordinance to the City Planning and Zoning Commission and having given at least fifteen days' notice of time and place of hearing on same by publication in the Joplin Globe, Ordinance No. 2022-119 is hereby amended by removing from District R-1 (Single-Family Residential) the following described property and including in District C-3 (Commercial).

Beginning at the Northeast corner of the Southwest Quarter of the Southwest Quarter of the Northwest Quarter (SW 1/4 SW 1/4 NW 1/4) of Section 4, Township 26, Range 33, Newton County, Missouri, thence South 0 degrees 11 minutes West along the East line of the Southwest Quarter of the Southwest Quarter of the Northwest Quarter 491.80 feet, thence North 66 degrees 39 minutes West, 428.65 feet to the East right of way line of Missouri Highway 43, thence North 31 degrees 04 minutes 30 seconds East along said right of way 374.99 feet, thence North 89 degrees 57 minutes 50 seconds East 200.16 feet to the point of beginning, Except any part taken or deeded for road purposes.
AND
BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 26, RANGE 33, NEWTON COUNTY, MISSOURI, THENCE SOUTH 89 DEGREES 57 MINUTES, 50 SECONDS WEST 200.16 FEET TO THE EAST RIGHT-OF-WAY OF HIGHWAY 43, THENCE NORTH 43 DEGREES 13 MINUTES 49 SECONDS EAST 30.0 FEET, THENCE SOUTH 86 DEGREES 52 MINUTES 03 SECONDS EAST 395.92 FEET, THENCE SOUTH 0 DEGREES 11 SECONDS WEST 491.80 FEET, THENCE SOUTH 89 DEGREES 57 MINUTES 50 SECONDS WEST 215.0 FEET, THENCE NORTH 0 DEGREES 11 MINUTES EAST 491.80 FEET TO BEGINNING. A location more generally known as 4549 S Hwy 43.

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

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of_____, 2026, by a vote of _____.

_____
Keenan T. Cortez, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
2026-253 – Rezoning

MEETING DATE:
January 5, 2026

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

FUNDING SOURCE:

Not applicable for this item.

SUMMARY REQUEST:

Case 042-25: Approximately 67 Acres Southeast of the intersection of 20th St and S Geneva Ave – Rezoning – A request to rezone from District M-2 (Heavy Industrial) to District C-3 (Commercial) – KAP Property Investments, Continence Restoration Center, City of Joplin, PC Davis, LLC, and Woodsonia Real Estate, LLC

BACKGROUND:

The request to rezone is part of the Woodsonia, Prospect Village, CID development. This request will integrate multiple commercial uses into this property, including the new sports complex and multi-family housing. The developer will be submitting a plat for review later next year.

The property is designated as Industrial on the Future Land Use Plan. This is left over industrial from a time when industrial developments used to be concentrated near railways, rather than being located in more isolated districts.

The property's proximity to a major arterial commercial intersection (20th and Range Line), along with surrounding patterns of development, does not make this an ideal location for industrial development. Commercial, or C-3, is the highest and best use of this property.

PLANNING & ZONING COMMISSION TESTIMONY:

Mr. Blake Rourick represented the owner and developer to rezone the property for the new Prospect Village to C-3.

PUBLIC COMMENT;

No one spoke in opposition of the request.

RECOMMENDATIONS:
Staff recommends approving Council Bill 2026-253
Planning & Zoning Commission recommends approving Case 042-25 (7 in Favor, 0 Opposed, 0 Absent)

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

CASE 042-25: REZONING

Mr. Kimble asked the applicant to step forward and state their name for the record.

Mr. Blake Rourick 811 E 3rd St., representing the owner and developer to rezone the property for the new Prospect Village to C-3.

Mr. Kimble asked if there were other questions.

Dr. Rossenberg asked if there will be access off Geneva and Davis. Mr. Rourick confirmed that there will be access for both roads and 20th St.

Ms. Harrington commented that she was “excited to see this finally happen. This is a good thing for Joplin”.

Mr. Kimble asked if there were other questions or comments.

Mr. Kimble asked if there was anyone else who would like to speak in favor.

Mr. Kimble asked if there was anyone who would like to speak in opposition.

MS. SPRUCE MADE A MOTION TO APPROVE CASE 042-25. THIS MOTION WAS SECONDED BY MS. HARRINGTON. MOTION CARRIED. (7 IN FAVOR, 0 IN OPPOSITION, 0 ABSENT)

Z&P Meeting: December 8, 2025
City Council Meeting: January 5, 2026

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

STAFF PLANNING REPORT
Rezoning

CASE 042-25 A request to rezone from District M-2 (Heavy Industrial) to District C-3 (Commercial)

LOCATION Approximately 67 Acres SE of 20th St and S Geneva Ave

APPLICANT KAP Property Investments, Continence Restoration Center, City of Joplin, PC Davis, LLC, and Woodsonia Real Estate, LLC

EXISTING CONDITIONS

Zoning	Land Use	Property Size
M-2	Vacant/Medical Office	Approximately 67 Acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	C-3	M-2	M-2	C-3
Land Use	Retail	Equipment Rentals, Rec & Entertainment, etc.	Vacant	Retail, Restaurant, etc.

FUTURE LAND USE
The property is identified as Industrial on the Future Land Use Map.

TRANSPORTATION

Streets with access	Classification	Right-of-way width
S Davis Blvd	Local	60′
S Geneva Ave	Local	80′

UTILITIES

City Utilities are in place.

FLOOD PLAIN

The property is located within the floodplain.

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

The property is designated as Industrial on the Future Land Use Plan. This is left over industrial from a time when industrial developments used to be concentrated near railways, rather than being located in more isolated districts.

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

The property's location along a major arterial intersection, along with surrounding patterns of development, does not make this an ideal location for industrial development. Commercial, or C-3, is the highest and best use of this property.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

This request to rezone will include the property in a less intensive zoning district. C-3 is a more compatible zoning district with the surrounding development.

DISCUSSION

The request to rezone is part of the Woodsonia, Prospect Village, CID development. This request will integrate multiple commercial uses into this property, including the new sports complex and multi-family housing. The developer will be submitting a plat for review later next year.

Staff recommends approval of Case 042-25.

ENCLOSURES

- Map of property
- Application

Rezoning Procedures

Applicability. The rezoning process provides review of changes to the boundary of zoning districts (map amendment) that may be necessary to implement the comprehensive plan, to account for changed conditions in the general area, or to reflect a change in public policies with respect to future development. Application for a rezoning may be initiated by the property owner, the City Council, or the Planning Commission.

Review Criteria. A rezoning shall be reviewed according to the following criteria:

1. The application is consistent with the comprehensive plan, and any official plan or program developed under the guidance of that plan.
2. The application supports the character of the neighborhood, considering the design of streets, civic spaces, and other open spaces; the scale, pattern, and format of buildings; the zoning of property and intent of other zoning districts in the vicinity; and the compatibility, transitions, and integration of existing and potential future uses.
3. The suitability of the subject property for the uses to which it has been restricted.
4. The application furthers the intent of the proposed zoning district and the general purposes of these regulations.
5. The application demonstrates compliance with all substantive standards and guidance of the proposed zoning district; or, where no proposed development application is associated with the application, there is a likelihood of development that complies with all substantive standards can be demonstrated.
6. The ability of the City or other government agencies to provide any services, facilities or programs that may be necessary if the application is approved.
7. The effect of approval on surrounding property, including the likelihood that surrounding areas may be developed in accordance with current zoning or future plans.
8. The recommendations of professional staff or other reviews associated with the application.

Review Procedures. In addition to the general requirements in Table 2-1 and Section 2.01, the following requirements are specific to zoning map amendment applications.

1. Applications may be accompanied by one of the following complementary applications: a Site Plan, a Special Use Permit, or a Concept Plan of a similar nature to that required in Section 2.04 for Planned Developments.
2. Applications may be accompanied by any plat that is necessary for the project.
3. The City Council may recommend the application be returned to Planning Commission for further study or additional information at its next regular meeting. Failure by the Planning Commission to consider or revise its recommendation shall be considered a resubmission of its original recommendation.
4. The Planning Commission may recommend, or City Council may approve a lessor change than was proposed in the notice, whether in extent of property or project area, or in the scale, intensity, or other substantive standards for proposed project and zoning change.

Effect of Decision. Rezoning shall be approved by the City Council in the form of an ordinance. Approved changes shall be indicated on the Official Zoning Map by the Director within 30 days following approval. Any application that includes a required site plans or other similar applications

(except Concept Plans), may proceed to building permits after the effective date of the ordinance and upon satisfying all other conditions of the approval. If the applicant fails to obtain a building permit within one year of the effective date of the ordinance approving the change, the Director may schedule a hearing to reconsider and revert the zoning to the previous classification, subject to all procedures and criteria of the original change.

Rezoning Application

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

Office Use Only
Case No.: 042-25
Filing Fee: $600.00
Received: 11/7/25
Date Advertised:
Proj. No.: 25-001
Public Hearing Date: 12/8/25

Applicant: OWN, Inc. Phone No.: 1-417-782-7399

Address: 811 E 3rd Street, Joplin, MO 64804 Email: brourick@weareown.com

Owner: See bottom of page 5 for a list of all current property owners Phone No.:

Address: Email:

Location of Property: Near 20th Street & Range Line Road

Present Use of Property: Abandoned and medical office

Proposed Use of Property: Multi-Use Development with retail, multi-family residential, general commercial, and commercial temporary housing(hotel)

Current Zoning: M-2 Requested Zoning: C-3

Surrounding Land Use and Zoning:

	Land Use	Zoning
North	General Commercial	C-3
South	General Commercial/Industrial	M-2
East	General Commercial	M-2
West	General Commercial/Retail	C-3

Character of the Neighborhood: This property abuts to predominantly commercial properties along Geneva Ave. and Range Line Rd.

Relationship to Existing Zoning Pattern:

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

If yes, explain: For this development, such as multi-family residential areas and the multi-use sports complex facility, is not allowable in the M-2 zoning district and requires rezoning to a more fitting zoning code.

Conformance with Comprehensive Plan:

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

Traffic Conditions:

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

Street(s) with Access to Property: E 25th Street provides access to the proposed property. However, this site is still under private property access and is not readily available to the public at this time.

Classification of Street(s):

Arterial ☐ Collector ☒ Local ☒

Right-of-Way Width: There will be two roadways located within this development. The Right-of-Way width will be provided on the Prelim Plat submittal at a later date.

Subdivision Platting:

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

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

Additional Platting Comments: The Prelim Plat for this development will be provided at a later date and will contain additional information on rights-of-way, lot sizes and dimensions, and public infrastructure.

Unique Characteristic of Property and/or Additional Comment:

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

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

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

Signature: _____ **Date:** 11/7/2025

**Below is the list of property owners for the rezoning of these parcels. Due to multiple property owners, please refer to the owner affidavit forms that are included with the rezoning submittal. The owner affidavits include property owner sign-offs as well as legal descriptions for each tract proposing to be rezoned.*

KAP PROPERTY INVESTMENTS - 10210 Center Ridge Road, Joplin, MO
CONTINENCE RESTORATION CENTER - 8458 Cedar Drive, Joplin, MO
CITY OF JOPLIN - 602 S. Main Street, Joplin, MO
WOODSONIA REAL ESTATE, LLC - 20010 Manderson Street, Elkhorn, NE

November 7, 2025

OWN
Engineering beyond.™

City of Joplin Planning and Zoning Commission
ATTN: Tyler Bellairs, City Planner
602 S Main Street
Joplin, MO 64801

Planning and Zoning Staff,

On behalf of our client, Woodsonia Real Estate, LLC, we are submitting a Rezoning Application for an approximately 68-acres consisting of five parcels located near East 20th Street and South Davis Boulevard in Joplin, MO. This property is planned to be developed as a mixed-use development and is planned to be on a future Planning & Zoning Agenda. We respectfully request that the City rezone these properties to C-3 on behalf of the developer and property owners. The Rezoning Application is enclosed with this cover letter.

The rezoning request aims to better suit the development code and aligns with the allowed uses of the City of Joplin's Development Code that are proposed within this development. This development will include general retail, public amenities, a multi-use sports complex facility, and multi-family residential improvements. This rezoning request to C-3 will allow for all of the proposed developments to align with the City of Joplin's Development Code and fit within the guidelines provided in the C-3 zoning requirements. The C-3 zoning also aligns with neighboring C-3 zoned areas along Range Line Road and Geneva Avenue.

This development will provide a positive impact to the community by stimulating economic activity and introducing significant public amenities, including a park and a multi-functional sports complex. The design for this development is still underway and will provide a preliminary plat for further review at a later Planning and Zoning meeting and will align with the City of Joplin's standards and requirements.

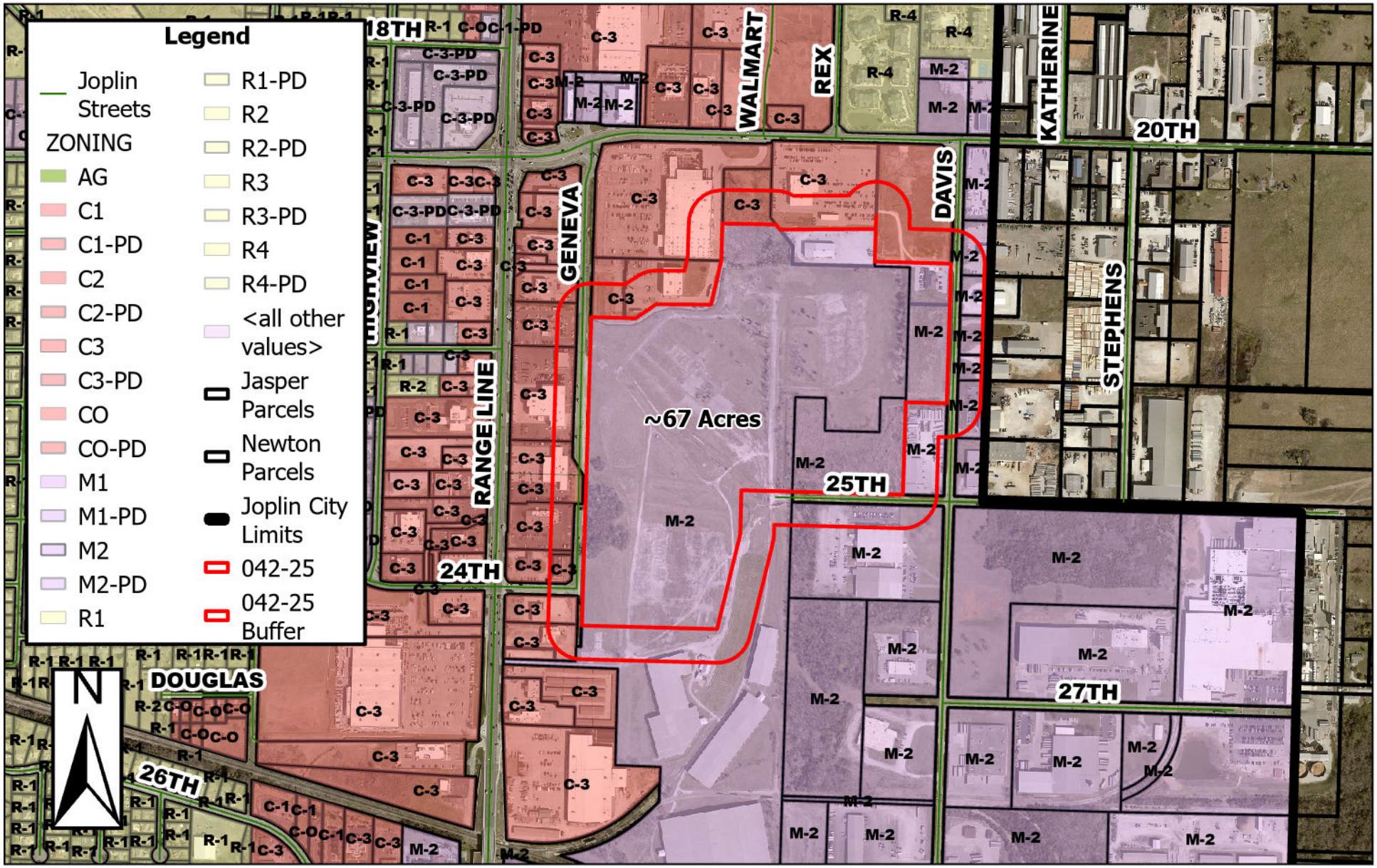
We request to be placed on the agenda for the next eligible Planning & Zoning meeting. We would be happy to discuss this rezoning in further detail and provide any additional information if necessary.

Thank you for your consideration.

Sincerely,

Blake Rourick, EI
Land Development Department Manager

Case 042-25: Rezoning



Approximately 67 Acres SE of the intersection of E 20th St and S Geneva Ave - Rezoning - A request to rezone from District M-2 (Heavy Industrial) to District C-3 (Commercial) - KAP Property Investments, Continence Restoration Center, City of Joplin, Hukill Trust, and Prospect Village, LLC

0 270 540 1,080 1,620 2,160 Feet

P & Z Case 042-25
KAP Property Investments, Continence Restoration Center, City of Joplin, PC Davis, LLC, and Woodsonia Real Estate, LLC
(P & Z Approved)

COUNCIL BILL NO. 2026-253 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2022-119, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District M-2 (Heavy Industrial) and include in District C-3 (Commercial) property as described below and generally known as approximately 67 Acres SE of E 20th St and S Geneva Ave, Joplin, Jasper County, Missouri.

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

Section 1. Having referred the subject matter of this ordinance to the City Planning and Zoning Commission and having given at least fifteen days' notice of time and place of hearing on same by publication in the Joplin Globe, Ordinance No. 2022-119 is hereby amended by removing from District M-2 (Heavy Industrial) the following described property and including in District C-3 (Commercial).

TRACT 1: ALL THAT PART OF THE EAST ONE-HALF (E1/2) OF THE NORTHWEST QUARTER (NW1/4) OF SECTION 18, TOWNSHIP 27, RANGE 32 IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI DESCRIBED AS FOLLOWS: COMMENCING AT A POINT 216.75 FEET WEST OF THE NORTH QUARTER CORNER OF SAID SECTION 18; THENCE SOUTH 00 DEGREES 23 MINUTES 55 SECONDS WEST 680.00 FEET TO THE SOUTHEAST CORNER OF A TRACT DESCRIBED IN BOOK 1912 AT PAGE 1336 IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY AND THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 00 DEGREES 23 MINUTES 55 SECONDS WEST ALONG THE WEST LINE OF DAVIS BOULEVARD, 770.00 FEET TO THE NORTHEAST CORNER OF A TRACT DESCRIBED IN BOOK 1607 AT PAGE 931 IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE SOUTH 89 DEGREES 57 MINUTES 49 SECONDS WEST 227.79 FEET TO THE NORTHWEST CORNER OF SAID TRACT; THENCE NORTH 00 DEGREES 01 MINUTES 40 SECONDS EAST 770.21 FEET TO A POINT ON THE SOUTH LINE OF SAID TRACT DESCRIBED IN BOOK 1912 AT PAGE 1336; THENCE SOUTH 89 DEGREES 58 MINUTES 41 SECONDS EAST 232.78 FEET TO THE POINT OF BEGINNING. TRACT 2: ALL OF A TRACT OF LAND DESCRIBED AS: COMMENCING AT THE NORTHWEST CORNER OF SECTION 18, TOWNSHIP 27, RANGE 32 IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI AND RUNNING THENCE EAST ALONG THE NORTH LINE 1600 FEET; THENCE SOUTH 600 FEET TO THE MOST EASTERLY NORTHEAST CORNER OF PARCEL ONE DESCRIBED IN DEED TO THE LONG-BELL LUMBER COMPANY, RECORDED IN BOOK 423 AT PAGE 466 AND THE POINT OF BEGINNING OF THE PARCEL HEREBY CONVEYED (SAID CORNER ALSO THE MOST NORTHERLY NORTHWEST CORNER OF THE 16.43 ACRE

TRACT DESCRIBED IN DEED TO INTERNATIONAL PAPER COMPANY, RECORDED IN BOOK 880 AT PAGE 615) AND RUNNING THENCE EAST WITH THE NORTH LINE OF SAID 16.43 ACRE TRACT 624.7 FEET, MORE OR LESS TO ITS NORTHEAST CORNER; THENCE SOUTH WITH THE EAST LINE OF SAID TRACT 100 FEET TO A POINT; THENCE WEST PARALLEL WITH THE NORTH LINE OF SAID 16.43 ACRE TRACT 824.7 FEET (624.7 FEET MEASURED) MORE OR LESS TO ITS WEST LINE; THENCE NORTH WITH SAID WEST LINE 100 FEET TO THE POINT OF BEGINNING. EXCEPT, COMMENCING AT THE INTERSECTION OF 20TH STREET AND DAVIS BOULEVARD, SAID POINT BEING 186.75 FEET WEST OF THE NORTH QUARTER CORNER OF SECTION 18, TOWNSHIP 27, RANGE 32; THENCE SOUTH ALONG THE CENTER LINE OF DAVIS BOULEVARD 680 FEET; THENCE SOUTH 89 DEGREES 37 MINUTES WEST 448.41 FEET TO THE POINT OF BEGINNING; THENCE NORTH PARALLEL WITH THE CENTER LINE OF DAVIS BOULEVARD 80.0 FEET; THENCE NORTH 89 DEGREES 37 MINUTES EAST 181.41 FEET; THENCE SOUTH PARALLEL WITH THE CENTER LINE OF DAVIS BOULEVARD 80.0 FEET; THENCE SOUTH 89 DEGREES 37 MINUTES WEST 181.41 FEET TO THE POINT OF BEGINNING. EXCEPT THE WEST 438.60 FEET THEREOF. AND EXCEPT: ALL THAT PART OF THE EAST ONE-HALF OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 27, RANGE 32 IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER, THENCE NORTH 88°28'40" WEST A DISTANCE OF 216.75 FEET, THENCE SOUTH 01°55'15" WEST A DISTANCE OF 909.18 FEET TO THE POINT OF BEGINNING, THENCE CONTINUING SOUTH 01°55'15" WEST ALONG THE WEST LINE OF DAVIS BOULEVARD, A DISTANCE OF 540.77 FEET, THENCE NORTH 88°30'51" WEST A DISTANCE OF 227.79 FEET, THENCE NORTH 01°32'30" EAST A DISTANCE OF 540.67 FEET, THENCE SOUTH 88°30'51" EAST 231.37 FEET TO THE POINT OF BEGINNING.

AND

A TRACT OF LAND IN THE WEST-HALF OF SECTION 18, T27N, R32W OF THE 5TH PRINCIPAL BASE AND MERIDIAN IN JASPER COUNTY, MISSOURI, BEING MORE FULLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTH QUARTER-CORNER OF SECTION 18; THENCE S 01°38'04"W ALONG THE QUARTER-SECTION LINE, 700.72 FEET; THENCE N 88°27'35"W, 451.84 FEET TO THE POINT OF BEGINNING; THENCE S 01°38'06"W, 727.18 FEET; THENCE N 88°30'06"W, 122.87 FEET; THENCE S 01°33'35"W, 180.00 FEET; THENCE N 88°30'06"W, 300.00 FEET; THENCE N 01°33'35"E, 180.00 FEET; THENCE N 88°30'06"W, 200.00 FEET; THENCE S 01°33'57"W, 528.87 FEET; THENCE N 88°30'06"W, 279.00 FEET; THENCE S 01°31'17"W, 242.63 FEET; THENCE S 13°47'00"W, 535.00 FEET; THENCE N 88°30'00"W, 727.74 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF GENEVA AVENUE; THENCE N 01°30'18"E ALONG SAID RIGHT-OF-WAY, 1430.00 FEET; THENCE N 01°29'53"E ALONG SAID

RIGHT-OF-WAY, 266.07 FEET; THENCE S 88°29'27"E, 250.57 FEET; THENCE N 55°31'54"E, 135.43 FEET; THENCE S 89°25'17"E, 302.05 FEET; THENCE N 12°59'28"E, 256.54 FEET; THENCE N 01°35'18"E, 196.78 FEET; THENCE S

88°35'54"E, 300.00 FEET; THENCE S 43°19'07"E, 151.35 FEET; THENCE S 01°22'28"W, 99.90 FEET; THENCE S 88°27'35"E, 625.14 FEET TO THE POINT OF BEGINNING, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI.
AND
BEGINNING AT A POINT 635.16 FEET WEST OF THE NORTH QUARTER CORNER OF SECTION 18, TOWNSHIP 27, RANGE 32, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, THENCE SOUTH 700 FEET, THENCE SOUTH 89 DEGREES 37 MINUTES WEST A DISTANCE OF 438.60 FEET, THENCE NORTH 100 FEET, THENCE NORTH 45 DEGREES 0 MINUTES WEST A DISTANCE OF 205.60 FEET, THENCE NORTH A DISTANCE OF 453.20 FEET TO THE NORTH LINE OF SECTION 18, THENCE EASTERLY ALONG THE NORTH LINE OF SECTION 18, A DISTANCE OF 589.39 FEET TO THE POINT OF BEGINNING, EXCEPT THE NORTH 30 FEET FOR ROAD RIGHT OF WAY, AND EXCEPT A TRACT DESCRIBED AS COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 27, RANGE 32 IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, THENCE SOUTH 89 DEGREES 37 MINUTES 51 SECONDS WEST ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER 635.33 FEET TO THE POINT OF BEGINNING, THENCE SOUTH 00 DEGREES 01 MINUTES 52 SECONDS WEST 500.12 FEET, THENCE SOUTH 89 DEGREES 36 MINUTES 25 SECONDS WEST 541.30 FEET; THENCE NORTH 45 DEGREES 34 MINUTES 24 SECONDS WEST 64.01, THENCE NORTH 00 DEGREES 07 MINUTES 10 SECONDS WEST 455.23 FEET TO THE NORTH LINE OF SAID NORTHWEST QUARTER, THENCE ALONG SAID NORTHWEST QUARTER, NORTH 89 DEGREES 37 MINUTES 51 SECONDS EAST 588.19 FEET TO THE POINT OF BEGINNING. TOGETHER WITH AN INGRESS AND EGRESS EASEMENT OVER AND ACROSS THE SOUTH 20 FEET OF THE FOLLOWING: ALL THAT PART OF THE EAST HALF (E1/2) OF THE NORTHWEST QUARTER (NW1/4) OF SECTION 18, TOWNSHIP 27, RANGE 32 IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT 216.75 FEET WEST OF THE NORTH QUARTER CORNER (N1/4) OF SAID SECTION 18, THENCE SOUTH 00 DEGREES 23 MINUTES 55 SECONDS WEST A DISTANCE OF 670.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 58 MINUTES 41 SECONDS WEST A DISTANCE OF 418.41 FEET TO A POINT ON THE WEST LINE OF A TRACT OF LAND DESCRIBED IN A DEED RECORDED IN BOOK 2038 AT PAGE 1127 IN THE OFFICE OF THE JASPER COUNTY RECORD; THENCE SOUTH 00 DEGREES 23 MINUTES 55 SECONDS WEST A DISTANCE OF 10.00 FEET TO THE SOUTHWEST CORNER OF SAID TRACT DESCRIBED IN SAID DEED RECORDED IN BOOK 2038 AT PAGE 1127; THENCE CONTINUING SOUTH 00 DEGREES 23 MINUTES 55 SECONDS WEST A DISTANCE OF 20.00 FEET; THENCE SOUTH 89 DEGREES 58 MINUTES 41 SECONDS EAST PARALLEL WITH THE SOUTH LINE OF SAID TRACT DESCRIBED IN SAID DEED RECORDED IN BOOK 2038 AT PAGE 1127, A DISTANCE OF 418.40 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF DAVIS BOULEVARD; THENCE NORTH 00 DEGREES 23 MINUTES 55 SECONDS EAST ALONG SAID WEST RIGHT OF WAY LINE OF DAVIS BOULEVARD A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING.
AND

ALL THAT PART OF THE EAST ONE-HALF OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 27, RANGE 32, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER, THENCE NORTH 88 DEGREES 28 MINUTES 40 SECONDS WEST A DISTANCE OF 216.75 FEET, THENCE SOUTH 01 DEGREES 55 MINUTES 15 SECONDS WEST A DISTANCE OF 909.18 FEET TO THE POINT OF BEGINNING, THENCE CONTINUING SOUTH 01 DEGREES 55 MINUTES 15 SECONDS WEST ALONG THE WEST LINE OF DAVIS BOULEVARD, A DISTANCE OF 540.77 FEET, THENCE NORTH 88 DEGREES 30 MINUTES 51 SECONDS WEST A DISTANCE OF 227.79 FEET, THENCE NORTH 01 DEGREES 32 MINUTES 30 SECONDS EAST A DISTANCE OF 540.76 FEET, THENCE SOUTH 88 DEGREES 30 MINUTES 51 SECONDS EAST 231.37 FEET TO THE POINT OF BEGINNING.
AND
COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 18, TOWNSHIP 27 NORTH, RANGE 32 WEST, JASPER COUNTY, MISSOURI; THENCE NORTH 88°29'31" WEST, ALONG THE NORTH LINE OF SAID SECTION 18, A DISTANCE OF 451.16 FEET; THENCE SOUTH 01°34'59" WEST 1428.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 01°34'59" WEST, 529.00 FEET, TO THE NORTH RIGHT-OF-WAY LINE OF 25TH STREET; THENCE NORTH 88°28'42" WEST, ALONG SAID RIGHT-OF-WAY, 607.87 FEET; THENCE NORTH 43°26'52" WEST, 21.20 FEET; THENCE NORTH 01°34'59" EAST, 514.00 FEET; THENCE SOUTH 88°28'42" EAST, 200.00 FEET; THENCE SOUTH 01°34'59" WEST, 180.00 FEET; THENCE SOUTH 88°28'42" EAST, 300.00 FEET; THENCE NORTH 01°34'59" EAST, 180.00 FEET; THENCE SOUTH 88°28'42" EAST, 122.87 FEET, TO THE POINT OF BEGINNING.

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

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of_____, 2026, by a vote of _____.

_____
Keenan T. Cortez, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2026-400 – approving a public service agreement to fund the Homeless Management Information System

MEETING DATE
January 5, 2026

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

SUMMARY
The following agreement is between the City of Joplin and The Joplin Homeless Coalition for 2025 Community Development Block Grant funds.

BACKGROUND
The Homeless Management Information System (HMIS) database tracks the total number, special conditions, needs and demographics of the homeless. This database is an important tool to address the issue of homelessness and meet the needs of the City homeless. This database is also critical in demonstrating need in the process of leveraging non-City funds for the organizations who work for the prevention and the assistance of homelessness. The attached agreement is a renewal of funding for the Joplin Homeless Coalition to continue to manage the Homeless Management Information System. The funds will be used to offset licensing expenses as well as expenses related to the collection and reporting of data.

FUNDING SOURCE
This Council Bill provides Seventeen Thousand Dollars and Zero Cents ($17,000.00) from Community Development Block Grant B25MC290008.

RECOMMENDATION
These activities have received prior approval from the Council as part of the 2025 Action Plan.

Staff recommends approval of the agreement, so the Homeless Coalition can continue with HMIS database management under the CDBG program.

ATTACHMENTS
CB 2025-400 Ordinance
2025 HMIS Agreement

JOPLIN
MISSOURI

CDBG RECIPIENT AGREEMENT
BETWEEN

THE CITY OF JOPLIN
AND

HOMELESS COALITION

FOR
2025 CDBG PROGRAM YEAR

THIS AGREEMENT, entered this ___ day of _____, 2026 by and between the City of Joplin (herein called the "Grantee") and Homeless Coalition (herein called the "Recipient").

WHEREAS, the Grantee has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and

WHEREAS, the Grantee wishes to engage the Recipient to assist the Grantee in utilizing such funds;

NOW, THEREFORE, it is agreed between the parties hereto that;

I. SCOPE OF SERVICE

A. Activities

The Recipient will be responsible for administering a CDBG Year 2025 public service activity in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant program:

Program Delivery

Activity: Recipient will manage and operate the Homeless Management Information System (HMIS) database on the homeless population in Joplin.

General Administration

The Recipient will maintain program and financial records documenting eligibility, provisions of services, and Recipient's expenses relative to the project as a result of assistance provided through the CDBG program.

B. National Objectives

All activities funded with CDGB funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

The Recipient certifies that the activity (is) carried out under this Agreement will meet an Activity Benefitting Low- and Moderate (L/M) Income Persons.

The National Objective will be documented with data collected in the HMIS system.

C. Levels of Accomplishment – Goals and Performance Measures

- Collect data for HMIS system
- Input data into HMIS system
- Provide HMIS final report to Grantee
- Document expenses related HMIS system

D. Staffing

The Recipient shall assign the following staff as key personal to this project.

Staff Member & Title	General Program Duties	Time Allocation
Robin Smith	Chair	N/A

"Any changes in the Key Personnel assigned or their general responsibilities under this project are subject to the prior approval of the Grantee."

D. Performance Monitoring

The Grantee will monitor the performance of the Recipient against goals and performance standards required herein. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Recipient within a reasonable period of time after being notified by the Grantee, contract suspension or termination procedures will be initiated.

II. TIME OF PERFORMANCE

Services of the Recipient shall start on the ___ day of January, 2026 and end on the 31st day of December of 2026.

Funds will not be available to the Recipient from the Community Development Block Grant Program (B-25-MC-29-0008) after the completion date, unless otherwise approved by Grantee.

III. BUDGET

Funding ($17,000.00) will be reimbursed for items related to the operation of the HMIS system.

Any indirect costs charged must be consistent with the conditions of Paragraph VIII (C) (2) of this Agreement. Any amendments to the budget must be approved in writing by both the Grantee and the Recipient.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed:

Seventeen Thousand Dollars and no cents $ 17,000.00

Drawdowns for the payment of eligible expenses shall be made against the budget specified in Paragraph III herein and in accordance with performance. Expenses for general administration (If Applicable) shall also be paid against the budget specified in Paragraph III and in accordance with performance.

Payments may be contingent upon certification of the Recipient's financial management system in accordance with the standards specified in 24 CFR 84.21.

V. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

Grantee	Recipient
Name: Troy Bolander	Name: Robin Smith
Title: Director of Planning, Development And Neighborhood Services	Title: Chair
Grantee: City of Joplin	Recipient: Homeless Coalition
602 S. Main Street	1901 S. Pearl Avenue
Joplin, Missouri 64801	Joplin, Missouri 64804
Phone: (417) 624-0820	Phone: 417-781-0352
Fax: 1-417-625-4738	Fax: 417-781-1234

VI. SPECIAL CONDITIONS

This Agreement contains no special conditions specific to the particular activity or individual Recipient.

VII. GENERAL CONDITIONS

The following requirements are applicable to all activities undertaken with Community Development Block Grant (CDBG) funds.

A. General Compliance

The Recipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Recipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Recipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Recipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Recipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Recipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Recipient is an independent contractor.

C. Hold Harmless

The Recipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Recipient's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

The Recipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance & Bonding

The Recipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee.

The Recipient shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48, Bonding and Insurance.

F. Grantee Recognition

The Recipient shall insure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Recipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The Grantee or Recipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Recipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Recipient.

H. Suspension or Termination

In accordance with 24 CFR 85.43, the Grantee may suspend or terminate this Agreement if the Recipient materially fails to comply with any terms of this Agreement, which include (but are not limited to), the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Recipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Recipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the Grantee or the Recipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Recipient agrees to comply with 24 CFR 84.21−28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Recipient shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," or A-21, "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

The Recipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

a. Records providing a full description of each activity undertaken;
b. Records demonstrating that each activity undertaken meets one of the National
Objectives of the CDBG program;
c. Records required to determine the eligibility of activities;
d. Records required to document the acquisition, improvement, use or disposition
of real property acquired or improved with CDBG assistance;
e. Records documenting compliance with the fair housing and equal opportunity
components of the CDBG program;
f. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21−28; and
g. Other records necessary to document compliance with Subpart K of 24 CFR
Part 570.

2. Retention

The Recipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report (CAPER) to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

3. Client Data

The Recipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

The Recipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Recipient's responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The Recipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, deobligation of unused funds, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Not withstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Recipient has control over CDBG funds, including program income.

6. Audits & Inspections

All Recipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Recipient within 30 days after receipt by the Recipient. Failure of the Recipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Recipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning Recipient audits and the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards or 2 CFR 200. Audit required if the Recipient receives $250,000 or more in federal funds.

C. Reporting and Payment Procedures

1. Program Income

The Recipient shall report all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. All unexpended program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S.

Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

2. Indirect Costs

If indirect costs are charged, the Recipient will develop an indirect cost allocation plan for determining the appropriate Recipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

3. Payment Procedures

The Grantee will pay to the Recipient funds available under this Agreement based upon information submitted by the Recipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Recipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Recipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Recipient.

4. Progress Reports

The Recipient shall submit regular Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee.

D. Procurement

1. Compliance

The Recipient shall comply with current Grantee policy concerning the purchase of equipment, materials and/or services. The Recipient shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

2. OMB Standards

Unless specified otherwise within this agreement, the Recipient shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40–48.

3. Travel

The Recipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Recipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

2. Real property under the Recipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of $25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement. If the Recipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Recipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Recipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period.

4. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Recipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

IX. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Recipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. The Recipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b) (2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Recipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

X. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Recipient agrees to comply with and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section

104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

The Recipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Recipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Recipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

5. Section 504

The Recipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program.

B. Small Business Act

1. Women- and Minority-Owned Businesses (W/MBE)

The Recipient will use its best efforts to afford small businesses, disadvantaged business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by disadvantaged members or women. For the purpose of this definition, "disadvantaged members" are defined in 13 CFR 124.1001.

2. Access to Records

The Recipient shall furnish and cause each of its own Recipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

3. Notifications

The Recipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Recipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. Equal Employment Opportunity (EEO) Statement

The Recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Recipient; state that it is an Equal Opportunity employer.

5. Subcontract Provisions

The Recipient will include the provisions of Paragraphs X.A, Civil Rights, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own Recipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Recipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The Recipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Recipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and it's implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Recipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

3. "Section 3" Clause

a. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 75, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Recipient and any of the Recipient's Recipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Recipient and any of the Recipient's Recipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Recipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Recipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

> "The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The Recipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Recipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Notifications

The Recipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Recipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Recipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

4. Federal Work Authorization Program "FWAP"

Contractor represents and agrees that it is enrolled and participating a Federal Work Authorization Program ("FWAP") that ensures that all of its employees or agents have the legal right to work in the United States, as defined in 8 U.S.C. 1324a(h)(3) and RSMo § 285.525-285.555, and that it will maintain this compliance for the entire duration of its contract with the City of Joplin. Contractor agrees that it does not knowingly employee any unauthorized alien in connection with the contracted services with the City. Contractor agrees to provide an Affidavit of Compliance stating that they are in enrolled and participating in a FWAP, and that Contractor does not knowingly employee any unauthorized aliens in connection with the contracted services, upon execution of this Agreement. All Subcontractors shall state, in writing, in their contracts with Contractor, that they are not in violation of RSMo § 285.530.1 and shall not thereafter be in violation, or subcontractor may submit a sworn affidavit to this effect. Contractor agrees to hold harmless and indemnify the City for any liability due to Contractor's failure to maintain compliance with FWAP or for violations of the Missouri Unauthorized Alien Workers Act.

D. Conduct

1. Assignability

The Recipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Recipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution

without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Recipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Recipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Recipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Recipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Recipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Recipient agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following:

a. The Recipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

b. No employee, officer or agent of the Recipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Recipient, or any designated public agency.

5. Lobbying

The Recipient hereby certifies that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, 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, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

b. 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 this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

c. It will require that the language of paragraph (d) of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all Recipients shall certify and disclose accordingly:

6. Copyright

If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and

irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

The Recipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

XI. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Recipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C. , 7401, *et seq*.;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued hereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.
- Executive Order 11990, Protection of Wetlands;
- The Wild and Scenic Rivers Act of 1968, as amended, (16 U.S.C.S. 1271);
- The Safe Drinking Water Act of 1974, as amended (42 U.S.C.S. 30f et. seq.);
- The Clean Water Act of 1977 (Public Law 95-217);

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Recipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Recipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint

and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

The Recipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

E. Other provisions

The Recipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- The National Environmental Policy Act of 1969 (42 U.S.C. Sect. 4321 et. seq.) and 24 CFR Part 58;
- The Endangered Species Act of 1973, as amended (16 U.S.C.S. 1531 et. seq.);
- The Fish and Wildlife Coordination Act of 1958, as amended, (16 U.S.C.S. 661 et. seq.);
- The Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 (re U.S.C.S. 6901 et. seq.).

XII. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

XIII. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XIV. WAIVER

The Grantee's failure to act with respect to a breach by the Recipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to

exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XV. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Grantee and the Recipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Recipient with respect to this Agreement.

____ Day of January, 2026

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

City of Joplin, Missouri
A Municipal Corporation

_____

Troy Bolander
Director of Planning, Development, and
Neighborhood Services

ATTEST:

_____

Thomas Walters
Planner

The Homeless Coalition

_____

Name: Robin Smith, Economic Security Corp

[NOTE: For the above sections, if the Recipient is a governmental or quasi-governmental agency, the applicable sections of 24 CFR Part 85, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," and OMB Circular A-87 would apply.]

STATE OF _____)
) ss.
COUNTY OF _____)

AFFIDAVIT OF COMPLIANCE
(Missouri Unauthorized Alien Workers Act)

My name is ____Robin Smith _____(Name) and I am the __Chair____(Title) of the ___Homeless Coalition__(Company Name). I hereby represent, affirm and certify to the City of Joplin that my company does not knowingly employ any person who is an unauthorized alien in connection with contracted services with the City. I further affirm that my company is actively enrolled and participating in a federal work authorization program with respect to all employees working in connection with the contract services provided to the City.

_____
Affiant

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this _____ day of _____, 2026.

_____
Notary Public

My commission expires:

_____

COUNCIL BILL NO. 2026-400 ORDINANCE NO.

AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and the Homeless Coalition that pertains to 2025 CDBG public service grant funds; authorizing the City Manager to execute same on behalf of the City;

WHEREAS, the City of Joplin and the Homeless Coalition, are desirous of entering into an agreement whereby the Homeless Coalition will manage the Homeless Management Information System to benefit the Joplin homeless and the organizations that support them through the Community Development Block Grant Program (CDBG).

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF JOPLIN, MISSOURI, AS FOLLOWS:

Section 1. That an Agreement between the City of Joplin, Missouri, and the Homeless Coalition is entered into that describes the expenditure of 2025 CDBG public service funds, a copy of same, or copy in substantially similar form, attached hereto and incorporated herein, be and the same is hereby approved.

Section 2. That the City Manager of the City of Joplin, or his designee, Director of Planning, Development & Neighborhood Services is hereby authorized and directed, upon recommendation and approval of the City Council, to execute said Agreement or Agreement in substantially similar form, by and on behalf of the City of Joplin, Missouri.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2026, by a _____vote.

_____
Keenan T. Cortez, Mayor

ATTEST:

_____ Holly
Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
Council Bill No. 2026-601 – Contract by and between the City of Joplin and Upanup Studios Inc. to provide comprehensive website design, development and technology implementation services for the City of Joplin; authorizing the City Manager to execute said Contract by and on behalf of the City of Joplin; and establishing a time for this ordinance to become effective.

MEETING DATE
Jan. 5, 2026

ORIGINATING DEPARTMENT
Marketing & Communications Department

ATTACHMENTS
Council Bill No. 2026-601; Exhibit A - Contract; Exhibit B – Upanup Proposal; Exhibit C – 2025-RFP-24; Exhibit D – proposal scores.

REVIEWED BY
Director of Marketing & Communications Drew Douglas; Director of Finance Leslie Haase; City Attorney Peter Edwards; and Assistant City Manager Tony Robyn.

SUMMARY
This Council Bill approves a contract between the City of Joplin and Upanup Studios Inc. to design, develop, and implement a new website to replace the current JoplinMo.org, a new website to be known as MOmentumBikePark.com, and establish Drupal as our single Content Management System for both websites and establishing the platform for online publication of city content to future websites and potential future apps or other digital experiences. Upanup will also provide fortified and managed website hosting services through Amazon Web Services (AWS) as part of this agreement.

BACKGROUND
The City's website is the single most important piece of information infrastructure the City has for providing transparency to its citizens. It is the backbone of our marketing and communications strategy, a warehouse of public information, a central hub for citizens and customers to find information they are looking for, and way to accomplish business with the City without having to come to City Hall physically. At least, that's what a good municipal government website should be, and ours is currently failing at this mission in a variety of ways. This council bill will help us make a giant leap forward in improving our website and will open up future possibilities for further advancement. We want to be on a platform which enables the City to become a leader in local government transparency, proactive communication, and easy-to-use business processes so we can serve the public better and more efficiently. Approval of this contract will start the process of adopting such a platform and lead us through the launch of a new city website in 2026.

Research Phase:
Improving the City's website and online experiences has been a top priority for the Marketing & Communications Department since its inception in April of 2024. Council and the City Management emphasized the importance of improving our website and so the staff of this new department immediately began research and planning for a website redesign project. Our first step was to learn

about the current website Content Management System (CMS), to identify its strengths, weaknesses and opportunities for improvement, and to survey staff who have been responsible for adding or updating content on the website. While many departments have some similar needs and common desired capabilities for the website, we learned there are also opportunities for software integrations and solutions which could be built right into a CMS in order to provide better online service experiences to our residents, businesses, and customers. We also want to improve the experience for staff managing the content and business processes in the back end of the website. Similarly, we surveyed the public, conducted user interviews, and consulted with a group of local marketers and others with relevant website experience to gather their input and understand a vision for the direction of the City's online presence.

Which CMS platform?

During the research phase, we learned that to achieve the goals laid out by the public and various city departments for improving the website experience, the City needed more than a mere redesign of the front-end of the current CivicPlus website. Many of the issues we learned about during the research phase led us to the conclusion the City would be best served by migrating content from multiple city-owned websites to a single CMS with the capability of helping us achieve desired outcomes in ways which our current CMS is not capable of. Having the content of multiple websites managed from a single CMS would make it easier for our new Webmaster position (and other staff tasked with contributing content to multiple websites) to update and maintain the content their departments are responsible for. For example, FlyJoplin.com currently stands alone on a separate CMS. The museum website also stands alone on a separate system currently. This creates barriers and complicates the process of keeping our websites updated and displaying consistent information with current city branding. During this process, the City also built and opened MOmentum Bike Park, and we identified a desire to have a dedicated website for the park – but do not want to have yet another backend system requiring duplicate effort. In the future, the City may identify additional websites we'd like to set up, but we should not have a separate system for each website – we need a unified solution for managing all websites (except for VisitJoplinMo.org and JoplinGolf.com possibly – though we are aiming to build the website in such a way it could support absorbing both those outlier web properties in the future if those department heads so desire.)

Our research led us to identify that the best way to unify content into a single Content Management System, and create the potential for the City to develop mobile apps and other Internet-of-Things digital experiences in the future – would be to migrate to a headless "MACH" architecture. Configuring our website on such a "Headless" CMS also means we can design new websites and deploy them in the future without needing to migrate content between systems. Our goal is to migrate once in the transition from CivicPlus to Drupal, and then be able to design new experiences in the future without having to migrate our library of content again.

Drupal is an open-source platform used by many local governments across North America. Open Source means it is not proprietary to a single business. It was developed by a community of web developers and the code base is free to use for anyone who wants to use it as the CMS platform for their websites. Our current CMS for Joplinmo.org is CivicPlus' proprietary Website Central product. Generally speaking, one downside of proprietary CMS platforms is that the owner of the CMS determines what improvements to make to their system and when. The owner of the CMS may not want to solve the problems we have with their system as fast as we want them to. With Open Source solutions on the other hand, the developer hired by the City has more flexibility to develop the solutions we need as we need them.

CivicPlus had provided the City use of their proprietary CMS, normally sold on a subscription model,

at no cost during our recovery from the 2011 tornado. The City has since opted in to multiple additional services related to the website, each of which we have been paying for on an annual basis through a subscription model. We will be able to cancel some of these subscription costs once the new website goes live (and we may want to keep other systems not dependent on their CMS such as See.Click.Fix., Social Media Archiving, and MuniCode). CivicPlus helped migrate the City's old website content to their CMS in 2012. By the time our department was established and charged with the responsibility of maintaining the website content – the CivicPlus Web Central CMS was no longer considered new technology and we identified a variety of pain points and frustrations with limitations of the CMS which we knew alternative modern CMS platforms were capable of.

We drafted a very thorough RFP explaining each of our priorities for capabilities we sought from the new website, its CMS, and for hosting, support, and consulting from the vendor to be awarded the contract. We categorized each of our priorities in one of three buckets, and called them our Tier 1, Tier 2, and Tier 3 priorities, where:

- Tier 1 is considered foundational and non-negotiable. Things our new CMS must be capable of, ways our new websites must be designed, and levels of service we expect to get from the provider. Much of these items are replacements for current website capabilities or corrections for the pain points and frustrations with the current CMS which we believed other CMS platforms may be able to resolve.
- Tier 2 was considered to be items we really need to have if possible and if budget allows, but we were maybe unsure at the time of drafting the RFP how realistic some of those were, and so we de-prioritized them a step.
- Tier 3 was considered items which signify a step up and improvement in capability over our current website, would also be a nice-to-have for our citizens and staff, but we would be able to live without if they could not be afforded within project budget.

We considered 4 different CMS solutions, 2 of which were other proprietary systems which would have come along with subscription costs and locked us into an environment with limited ability to have custom website designs. The other 2 CMS solutions we considered are Open-Source platforms, meaning there is no subscription cost for using these platforms. One was WordPress, which is widely used but presents security concerns when using plug-ins which are not vetted or updated in a timely manner. The other Open-Source platform we considered is Drupal. The majority of proposals the City received in response to our RFP were to migrate our content to the Drupal platform configured as de-coupled headless. During the course of reviewing the 17 proposals, conducting our own research, interviewing the 6 finalist vendors, and viewing product demonstrations for each CMS platform, we became convinced that Drupal is indeed the best fit for the City's current and future needs.

Benefits of the Drupal platform include:

1. **Security:** Better security than Wordpress, based on our understanding that plug-ins contributed to the platform by the community of Drupal developers are vetted and tested prior to becoming available for use by the City.
2. **Granular control over access and permissions.**
3. **Accessibility:** Tools built into Drupal (such as forcing the entry of alt tags on images at upload) and atomic design principles mean it's easier to meet WCAG 2.1 AA standards and even the latest 2.2 AA standards while also ensuring our content is optimized to be searched and used by AI tools. Upanup also proposed optional additional 3rd party accessibility tools available for implementation in the backend of our website. We have selected an optional accessibility scan tool to ensure our compliance at least annually. Another optional tool is available if council believes it would be worth the additional expense.

4. **Headless Configuration:** The ability to configure Drupal as headless so it can truly serve as a single repository of content for all city websites in the future and serve up content via APIs for other apps and digital experiences.
5. **Custom Front-End Designs:** Ability to deploy custom-built front-end website experiences, each of which can display content housed in the CMS in unique ways.
6. **Lower Costs:** Drupal has no CMS subscription costs, in contrast with proprietary CMS platforms such as CivicPlus' Evolve platform, which is built to work as headless, or GovStack (which is a monolithic, not headless, proprietary platform) or StoryBlok (another proprietary headless CMS which we believe would have been the best user experience for staff, but includes subscription costs and limited options for front end developers we could have worked with to design the front-end experience.) The lack of CMS subscription costs means significant savings for total cost of ownership over the life of the website. Most of the costs of this website are front-loaded as one-time design and build, and we enjoy the benefit of how it works in future years by paying ongoing costs for hosting, maintenance, service, and a contingency for having the Upanup team available to develop or configure additional capabilities into the website in future years. Drupal recently made a major update to the platform, meaning we will not incur major upgrade costs every 2-3 years, as was the case for websites built on older versions of Drupal.
7. **User Experience for Staff:** We believe Drupal's CMS user experience for city staff was the second-best available, of those proposed to us, and the best when considering costs. We are convinced it is capable of and excels in many of the capabilities which our current CivicPlus CMS does not offer. In fact, the CivicPlus proposal for the Evolve platform (essentially a headless version of the platform we are currently using) acknowledged they were not capable of providing several of the capabilities outlined in our RFP which the Drupal platform is built for.

So why Upanup?

Of the 17 proposals, 8 firms proposed Drupal as the CMS platform they would build our website on. We scored the 17 and then decided to interview the 6 highest scoring proposals regardless of which platform they proposed – because at that time, we suspected but were not yet sure if Drupal would be the best solution. Of the 6 finalists, 3 were proposals which had recommended Drupal, but one of them (Planeteria Media) revealed during their interview that they actually prefer to work in Wordpress and so we considered their proposal essentially switched from Drupal to Wordpress. We interviewed another Wordpress proposal (from Juicebox Creative, which had the best-looking front-end designs we saw through this entire process), and two proprietary CMS solutions (GovStack CMS and StoryBlock headless CMS who submitted a proposal in collaboration with a St. Louis-based boutique web design firm) just in case they might convince us of the benefits of transitioning to a different proprietary CMS. The other finalist Drupal proposal was from Promet Source, out of Chicago. They also had a competitive bid, but after scoring the 6 finalist proposals and averaging the scores, we determined Upanup had the lowest and best bid.

We felt Upanup's proposal was the best and most thorough response to our RFP, and they took care to answer our questions in the format we had requested – addressing each of our concerns point by point. We feel confident in their plan to integrate 3rd party systems where needed, and to actually develop custom solutions for us within the CMS and within the scope of the project, whereas some other proposals would have burst the budget in order to include custom solutions within Drupal or WordPress. We also feel that one of the most complex problems presented in the transition away from CivicPlus to another platform will be migration of our library of council agendas, minutes and all the documents linked from past agendas. If not executed properly, the transition will render our past council agendas unusable - resulting in a less transparent, worse user experience. This is one

element of the website transition process which must be executed with precision and care – and the ability to use automation will save hundreds of hours of staff time. We were convinced during the interview that Upanup has thought through this before, they have helped other local governments navigate such tricky transition processes in the past, and articulated a plan which means they will be doing the work to help us through this, rather than some other proposals which seemed to leave it up to City staff to resolve or else cut the losses and move forward doing better in the future. We believe we're in good hands and that the level of customer service and experience helping guide cities through complex website transitions will minimize the pain for staff in this process. They also have a track record of winning website design awards and they put heavy emphasis on website accessibility and training our staff on how to maintain an accessible website.

Transition to .GOV
Another key aspect of this project will be the transition to a .gov domain. Our intent is to launch the new website as a .gov when it goes live in the late summer of 2026. Upanup has experience helping governments through this transition.

So what's happening with our current CivicPlus website?
With the transition away from CivicPlus for our website, we will continue all our current subscriptions for one more year. We have a renewal coming up this month, which helps us keep our current public-facing website available through the end of December 2026. This allows us time to build the new Drupal website and launch it late summer/early fall of 2026 and migrate all content from the current website to the new website, before shutting down our current website before the next renewal comes due in early 2027. However, we may choose to continue our subscription to other CivicPlus software-as-a-service solutions (which are not dependent upon the CMS) such as See.Click.Fix, Social Media Archiving, and MuniCode. Those systems can stand alone apart from the website, and we can link to them from the new website as needed. In the future, we may desire to replace some or all of those with custom-built solutions integrated into Drupal and the design of our website.

Potential Future Costs:
Finally, while our intent has been to solve as many possible software system needs within the scope of this website project, it should be noted that in order to achieve some of the things we want to offer as part of our complete online experience, the City may need to purchase additional 3rd party softwares. Upanup's proposal includes integrations with those systems if and when we acquire and implement them. They have also proposed to build some custom solutions into our CMS, minimizing how many 3rd party softwares we may need to subscribe to. The capabilities they can't meet within the CMS are the same ones no other proposal included solutions for.

For example, the City may need or wish to pursue 3rd party softwares for the following:

- Expansion of our current Constant Contact subscription currently used for distribution of email marketing (monthly email newsletters) to include text messaging. This will replace the CivicPlus text messaging system for sending alerts to subscribers.
- **IPAWS authorized emergency alert notification system -** such as Smart911, Everbridge, or similar. IPAWS stands for Integrated Public Alert & Warning System. It is FEMA's standardized system for establishing local alerts which can be sent by reverse 911 phone call to every phone number in our area, send text messages, emails, and push notifications to anyone who has downloaded the app. I was curious whether any website vendors might be able to satisfy our desire for such a system as part of the website project, but no proposal submitted included a complete solution for this – except CivicPlus, whose Mass Notification solution was quoted at $22,000 annually, but would only make sense in my opinion if we

were staying with CivicPlus for the website CMS. My intent will be to work with the Emergency Manager in 2026 to conduct some product demonstrations with Smart911 and similar IPAWS-authorized solutions to determine an estimated cost so we could budget for this in 2027 or a later year.

- **Agenda Management Software** – Upanup is going to develop a custom solution for us within the CMS, using its capabilities to replace the CMS-based capabilities we have been using within CivicPlus Website Central CMS. If we are not satisfied with this custom solution, we may want to explore a complete Agenda Management SaaS to be selected by the City Clerk. I'm fairly confident at this time that Upanup's custom solution will satisfy our needs and help us avoid the subscription costs for a SaaS which could be $20k-$30k annually.
- **Open Records System** – Upanup is going to develop a custom solution for us within the CMS, using its capabilities to create an Open Records request form, status viewer, system for collecting payments for records requested, and a library for the public to search past open records requests so they can easily pull copies of those records for themselves without payment. If we are not satisfied with this custom solution, we may want to explore a complete Open Records SaaS such as JustFOIA or GovQA to be selected by the City Clerk. I'm fairly confident at this time that Upanup's custom solution will satisfy our needs and help us avoid the subscription costs for a SaaS which could also be in the ballpark of $20-$30k annually.
- **Procurement System** – Upanup is going to develop a custom solution for us within the CMS, using its capabilities to post bids as a content type with subscriber alerts, and may be able to work with our Finance Department to create a way for us to be able to accept bids and proposals through our website, so they do not have to be mailed in. I am fairly confident at this time that the CMS will be capable of meeting the Finance Department's requirements for keeping bid submissions sealed until the designated time of opening. However, if we are not satisfied with the custom solution built into the CMS, we may want to explore a complete procurement software system at some point in the future to be selected by the Finance Director. I do not know the ballpark subscription cost for a procurement system, but suspect it may also be in the ballpark of $15-$30k annually.
- **Strategic Planning & Performance Reporting System** – Upanup is going to develop a custom solution using content types for us to create a way to make our strategic plans and progress on plan implementation more transparent. We want to be able to show the public what our long-term plans and goals are, and make it easy to see how far along we are in implementing action steps. If we are not satisfied with the custom solution, we may want to explore a complete strategic planning & performance dashboarding system such as Envisio. I do not know the ballpark subscription cost for Envisio or similar, but suspect it may be in the ballpark of $20k annually.
- **Solid Waste & Recycling System** – Upanup is going to help us design pages and display content to be created in collaboration with our REO grant partners for the new recycling page of the website. One consultant had recommended we implement Waste Wizard, a SaaS tool offered by a 3rd party, and which costs in the ballpark of $7,000 annually. However, from what I have seen of this product, it seems to be designed more for cities which operate their own solid waste and recycling trucks, with control over scheduling and routes. Then, we would use such a system to help the public be able to see their schedule and route, along with information about what they can and can't recycle. Since we currently use Republic Services, and they offer a schedule and route viewer through their website, I am fairly confident at this time that we will be able to achieve the same outcome as the Waste Wizard without incurring another subscription to this 3rd party software. However, if we are not satisfied with the new recycle content after launch of the new website, we may want to explore procuring such a system and integrating it into the website. Upanup has included integration with such a

solution within the scope of this project in case we need it.

- **Public Engagement System** – Upanup is including within the scope of this contract use of their engagement solution. I am fairly confident in its ability to meet most of our needs for gathering public input through the website, including online surveys and discussion boards where needed for public comment on particular projects. However, if we are not satisfied with its capabilities, we may wish to explore procuring a subscription to a more robust citizen engagement platform which could be integrated into the website, such as Engagement HQ, now owned by Granicus, or Social Pinpoint, which Upanup has integrated with for other cities, and which costs in the ballpark of $30k annually.

As you can see, if we were to procure and subscribe to a Software-as-a-Service in each of these categories rather than relying on the capabilities built into the Drupal CMS as configured for us by Upanup, the City could be looking at spending another $130,000 to $150,000 annually. Therefore, I think exploring the custom-built solutions which Upanup can provide within the Drupal CMS warrant the effort as they can potentially save the City hundreds of thousands of dollars per year. More than one vendor pointed out that if we really wanted the website we specified in the RFP plus all the best-in-class 3rd party softwares for the categories we outlined, we would easily be in the ballpark of $500,000 to deliver all the solutions as we described them in the RFP.

It should also be noted that while this project does not include a true mobile-app within scope, we have included solutions consulting so that Upanup can help us identify and define potential use cases for apps the City may want to offer our citizens, as well as other Internet-of-Things digital experiences. For example, in the future, I'd like to see TV monitors inside the lobby of each city facility displaying a slideshow of news and announcements along with video – think of the digital menu signs you see inside many chain restaurants now, or the announcement boards inside airports. Many other cities already have this sort of indoor signage, and we'd love to be able to manage the content for those slideshows within the CMS, so when we add a news item to the website, with a single click, we could distribute that graphic or video to the playlist playing on such digital signs around the City. For another example, one day, I would like for there to be an Alexa tool for a mom to be able to say, "Hey Alexa, register our kids for fall soccer with the Joplin Parks Department". That's all possible with a website built as our new one will be, when we use the headless CMS to create content interaction through the internet of things. Or imagine a contractor about to dig into the ground who could use augmented reality glasses to see where underground infrastructure is located while he's digging. This requires data systems integrated with our CMS through APIs, and the CMS which can serve that data up using APIs to visually represent the map in the augmented reality glasses rather than a desktop internet browser. This is why I believe headless is such an important aspect of the future of digital experiences to be offered by municipal governments. So, the website does not provide all these potential apps and Internet-of-Things experiences – those will come later with their own design and development costs – but they become possible by having our website built in the way we have asked Upanup to build it. They will also be able to help us determine potential costs and steps to implement these kinds of future online services which will set us apart as a true Smart City.

Total Project Cost & Recurring Annual Costs:
The one-time cost for building this website project is $250,800 as specified, to meet all our Tier 1, 2 and 3 priorities, plus a few optional selections which ensure our website is as capable as possible within budget. I can find $800 of savings elsewhere in my department budget to ensure we stay on budget.

The annual recurring costs beginning year 2 will be $47,150 which includes hosting, maintenance,

support, subscription to an AI tool which helps ensure compliance with accessibility, Upanup's engagement platform, and contingency for developing additional capabilities into our website each year as needed. This is significantly cheaper than the bid with the highest annual recurring costs, which was over $150,000 for year 2 – not including any 3rd party SaaS subscriptions (CivicPlus).

Option to Consider:
We are confident that the website to be built as specified in this agreement will comply with all WCAG 2.2 AA standards, a higher standard than required by the Justice Department. However, there is one additional option available which could increase the perception of compliance, and which was included on the menu of options presented by Upanup. If, selected, it would cause us to need a budget amendment. Therefore, I do not feel comfortable adding this option to the contract unless City Council feels it would be worth the additional investment.

The option is called AccessPoint. It is an additional accessibility tool for those who may not already have accessibility browser extensions installed. It creates a pop-up on every page of the website, which gives the user control over various display settings which can make the website easier for them to view according to their preferences and needs. This tool has an additional cost of $13,750 to add to the site, but does not have any annual subscription cost. If Council wishes to add this to the project, the new year-one cost for the project would go up to $264,550. Again, I don't believe this would be necessary to meet our goal for accessibility compliance, but it would send a clear signal that we are prioritizing accessibility for every website user. An example of the tool can be viewed as installed on the website for the Town of Comox, Canada: comox.ca

FUNDING SOURCE
Use Tax funds set aside for the website redesign project as included in the adopted 2026 budget.

RECOMMENDATION
Staff recommends this Council Bill be approved on First Reading with an effective date of January 21, 2026.

AGREEMENT
FOR CONSULTING SERVICES

THIS AGREEMENT is made and entered into this 21st day of January, 2026, by and between the City of Joplin, Missouri, a Municipal Corporation, with principal place of business located at 602 S. Main St, Joplin, MO 64801, hereinafter referred to as "City," and Upanup Studios Inc., with principal place of business located at Suite 600, 844 Courtney Street Victoria BC V8W 1C4, a Canadian Corporation, hereinafter referred to as "Consultant;" and with City and Consultant being referred to collectively as "the Parties."

WITNESSETH:

WHEREAS, City desires to retain a professional website vendor for the City of Joplin, to provide comprehensive website strategic consultation, project management, website design, development and implementation, including technology selection and procurement, as described in City's Request for Proposal, attached hereto and incorporated by reference as Exhibit A - Request for Proposal #2025-RFP-24 Comprehensive Website Design, Development, and Technology Implementation Services; and

WHEREAS, Consultant desires to provide professional website vendor services pursuant to the terms of this agreement, as described in Consultant's Response to City's Request for Proposal, attached hereto and incorporated by reference as Exhibit B – Upanup Proposal #: 2025-245; and

WHEREAS, City has selected Consultant as the lowest and best bidder based on full consideration of all factors, preferences, and conditions deemed applicable by City, attached hereto and incorporated by reference as Exhibit C – Bid Tabulation.

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

1. Scope of Work and Payment.

a. City agrees to engage Consultant for performance, and Consultant agrees to perform, the services described in Exhibits A and B within the time specified therein. Specifically, Consultant shall serve as City's professional website vendor for two years, with City holding the option to renew the contract for an additional three years. The contract period shall begin on or about January 21, 2026, and is anticipated to end on February 21, 2028.

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

c. City agrees to pay Consultant in accordance with the prices and terms set forth in Exhibits A and B for work authorized by City upon presentation of proper invoice and inspection by City of work completed by Consultant. Specifically, City agrees to pay Consultant

an amount not to exceed Two-Hundred Fifty Thousand Eight Hundred Dollars ($250,800.00) for the initial term year. For the duration of the second year of the contract, the City shall pay to Consultant an annual recurring cost not to exceed Forty-Seven Thousand One Hundred Fifty Dollars ($47,150.00). Billing and payment shall occur on a monthly basis through the term of the contract.

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

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

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

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

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

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

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

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

7. Confidentiality. Any reports, data, or similar information given to or prepared or assembled by the Consultant under this contract which the City requests to be kept as confidential

shall not be made available to any individual or organization by the Consultant without prior written approval of the City.

8. Consequential Damages. In no event shall City be liable to Contractor for special, indirect, or consequential damages.

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

10. Counterparts. This Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Facsimile signatures shall be given the same force and effect as original signatures.

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

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

13. Fiduciary Duty. Consultant owes a fiduciary duty to City, including the duty of care and the duty of loyalty. Consultant shall act in the best interest of City.

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

15. Indemnification. Consultant hereby assumes all risk of, and responsibility for, and agrees to indemnify and save harmless City, from and against any and all claims, demands, suits, actions, recoveries, judgments, costs, and expenses, including reasonable attorney's fees 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 Consultant, its agents or employees, or City, 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 Agreement, except to the extent arising from or caused by the sole or gross negligence or willful misconduct of City, its agents or employees.

16. Independent Contractor. This Agreement does not create an employer-employee relationship between the parties. Consultant is an independent contractor and is not entitled to any benefits including health, dental, vision, disability, life, and unemployment insurance, worker's compensation coverage, and LAGERS. Consultant is an independent contractor and not an

employee for all purposes including the application of the Fair Labor Standards Act Minimum Wage and Overtime Payments, Federal Insurance Contribution Act, Social Security Act, Federal Unemployment Tax Act, and the provisions of the Internal Revenue Code, Missouri Revenue and Taxation Laws, and Missouri's Worker Compensation Laws and Unemployment Insurance Laws.

17. Insurance. Consultant shall retain appropriate general commercial liability insurance and provide to City a Certificate of Insurance.

18. Intellectual Property. Any information, know-how, data, results, inventions, and any associated intellectual property, that is made, discovered, created, invented, or generated by Consultant in any activities or work under this Agreement shall be owned by City. The Consultant shall retain the rights to previously developed intellectual property. In the event of termination, the City shall retain any intellectual property required to operate websites.

19. Non-Appropriation. Notwithstanding any provision herein to the contrary, City is obligated only to make the payments set forth in the attached contract as may lawfully be made from funds budgeted and appropriated for that purpose during City's then current fiscal year at the discretion of City. If no funds are appropriated or otherwise made legally available to make the required payments for this Agreement during the next occurring fiscal year (an "Event of Nonappropriation"), this Agreement will terminate at the end of the then current fiscal year as if terminated expressly. The failure or inability of City to appropriate funds for this Agreement in any subsequent fiscal year shall not be deemed a breach of this Agreement by any party.

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

City of Joplin, Missouri ATTN: Drew Douglas 602 S. Main St. Joplin, MO 64801	Upanup Studios Inc. Suite 600, 844 Courtney Street Victoria BC V8W

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

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

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

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

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

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

26. Unauthorized Aliens. [Intentionally omitted].

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

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

CITY OF JOPLIN, MISSOURI

_____
Nick Edwards, City Manager

UPANDUP, INC.

_____
By: Charlotte O'Reilly
Its: authorized signatory

ATTEST:

_____
Holly Nagy, City Clerk

UPANUP

2025-RFP-24 Comprehensive Website Design, Development, and Technology Implementation Services (V2) for **City of Joplin**

As requested by
Drew Douglas, Director of Marketing & Communications

Provided by
Upanup Studios Inc.
Proposal #: 2025-245

This proposal has been reviewed and approved by Charlotte O'Reilly
Marketing Director & Signatory, Upanup.
Contact: charlotteo@upanup.com, (250) 884-3366



Cover Letter

Dear City Evaluation Committee,

We understand that the City of Joplin (the "City") is looking for a qualified vendor to provide website design and implementation that will best serve your residents, staff, and visitors. At Upanup, we recognize that your website, joplinmo.org, is an important gateway of information and engagement with your communities.

Our extensive experience and focus on accessibility—meeting the World Wide Web Consortium (W3C) Web Content Accessibility Guidelines (WCAG) 2.2 Level AA, sets us apart from the competition. Firmly grounded with our five core values of **Quality, Integrity, Efficiency, Progress, and Friendliness**, Upanup provides a dedicated, hard-working, and competent team who will work with you towards every goal on your checklist. Below outlines our vision for your website, using a Drupal website content management system (CMS) that will create efficiencies for your staff, how our proposed solution satisfies the City's project scope and deliverables, and why you should choose Upanup as your partner developer.

Website Vision

- Beautifully branded and visually compelling website that incorporates current web design philosophy, is user-friendly, and will accommodate future website development trends.
- A service-oriented website experience for users to access municipal services and information, departments, reporting, applications, payment, calendars, and much more.

User-Friendly CMS

- Intuitive CMS for staff to easily update and maintain the website, with industry-leading features and functionality optimized for local governments.
- **WCAG 2.2 Level AA** compliance, meeting and exceed ADA compliance, is ensured through the CMS's unique tools, such as the 'accessibility checker'.

Qualifications

- Highest ranking Web Accessibility standards - the CMS's unique 'accessibility checker' tool helps ensure WCAG 2.2 Level AA.
- 100s of successful redesign projects for various organizations, with unique and flexible hosting & support options.
- Detail-oriented and integral project management (unlike any other vendor they've worked with, our clients say!).

Creative Solutions

Upanup's approach for this project is to combine the RFP requirements, Upanup's experience, and our project team's creative ideas and innovations!

Project Understanding

Upanup understands that the website, joplinmo.org**,** is an important gateway for information and for engagement with the City's audiences. Therefore, these websites are a key communications tool and should be user-friendly.

Based on the City's RFP, Upanup understands the City's current website is on a CivicPlus CMS. The City seeks proposals from qualified vendors for a redesign with options for their Tier 1, 2, and 3 functionality and features.

Expectations for the City's new municipal website's include the following features, functionality, and key considerations:

- Be a service-oriented, user-journey-based navigation allowing residents, visitors, business managers, and visitors to quickly and intuitively locate services and information - regardless of department ownership.
- Modern, community-reflective visual identity that reinforces user trust and engagement.
- Increase engagement, encourage customers to conduct business with the City online.
- Accessible, meeting WCAG 2.2 Level AA standards, and AAA standards where possible.
- Offer a headless CMS architecture; component-based design system with atomic design principles, with reusability and syndication of content.
- Provide a reliable warehouse for all of the City's content and digital assets.
- A central resource for City-centric information - consolidating many of the City's smaller websites' content under the same CMS.
- Put content to work in smart and reliable ways across all digital experiences, without being limited by strict design parameters.
- Set a standard for government efficiency, user-friendly interface, streamlined digital government processes, and proactive communication with the public.
- Minimize clicks, reduce confusion; support global navigation, secondary menus, foots, and an effective search experience.
- Exemplify best-in-class digital performance for local government and user experiences across the internet.
- The main website, joplinmo.org, to be a primary resource for allowing public users to be able to easily do the following:
    - Locate public information, documents, and services.
    - Complete and submit forms from their desktop or mobile device and make payments, and even reserve facilities or book appointments.
    - Check the status of their own personal or business accounts held with the City and change their own preference settings.
    - Manage their alert preferences to receive text and email alerts for the news categories they wish to subscribe to.
    - Quickly find the right answers and solutions for their questions and concerns.

We look forward to the opportunity to work closely with the City of Joplin to achieve its website goals, translating its vision into a modernized, accessible, and user-friendly online presence that reflects the City’s rich culture, and delivers lasting value to its community.

1. Company Profile

Overview of Proposing Firm

Upanup Studios Inc.
Suite 600, 844 Courtney Street
Victoria BC V8W 1C4
+1 (250) 590-1721
contact@upanup.com

The following provides a brief overview of Upanup's corporate profile.

- **Years in business:** Upanup was established in 2012, and has been delivering website solutions, managed website hosting, and ongoing support and maintenance services for all 13 years that we have been in operation.
- **Head office:** Victoria, BC; Pacific Time Zone.
- **Additional offices:** Calgary, AB; Mountain Time Zone, and Kitchener-Waterloo, ON; Eastern Time Zone
- **Owners, Partners, Principles, and Officers:** Upanup is a privately owned corporation, under the director of Peter Knapp, CEO, and Richard Hammond, COO.
- **Employees delivering/supporting website solutions**: 30.
- **Professional services**: Primarily website solutions for public-facing organizations, including local governments and municipalities, also providing user experience-focused services for utility providers.
- **Regions served**: Canada and USA.



History

In the past 13 years, we have worked with over 250 clients and completed over 130 government and municipal website & platform projects, working around their priorities and staying true to our timelines, while gaining transferable insights and perfecting project processes. We are excited to bring forward this experience to the City —helping us to create solutions that are accessible to all and address a wide variety of user needs and priorities.

Upanup's Timeline

- 2011: Incorporation
- 2012: First municipal client
- 2022: Refined client focus from 20+ industries to work primarily with local governments and affiliates such as utilities
- 2025: 100+ active clients and continually taking on -- and completing -- many website projects

Our Approach

We are solution-finders, and puzzle-solvers!



Firm's Representative

The following individual has guided and reviewed this RFP submission, and has the following qualifications.



Name: Charlotte O'Reilly

Title: Marketing Director

Role: Main contact during project procurement, also one of the Directors available for escalation throughout the project if needed.

Contact information: charlotteo@upanup.com or cell phone 1-250-884-3366.

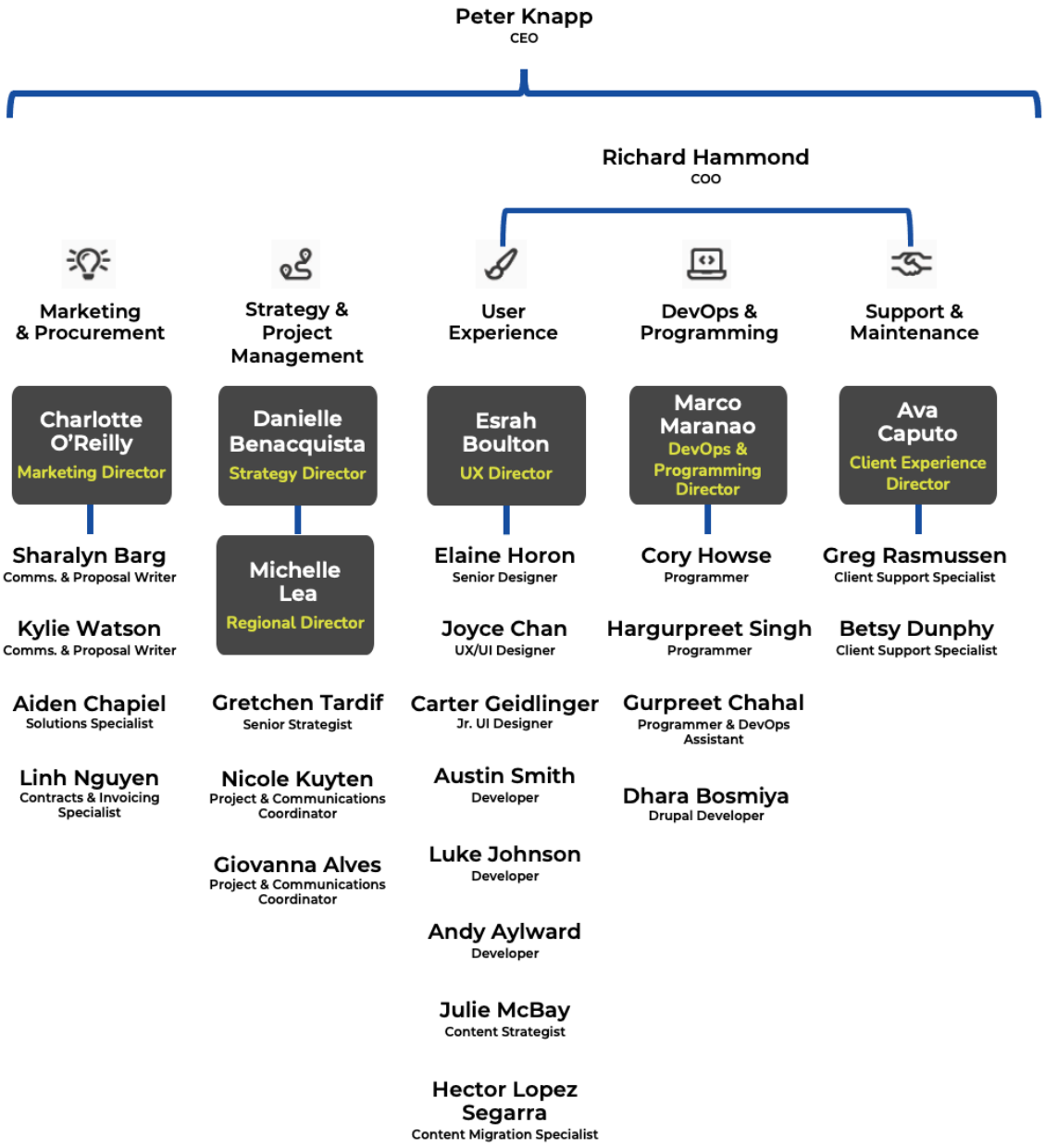
Qualifications: Charlotte has been at Upanup for 12 years, and her current role is a team lead and company director. She oversees all of Upanup's project proposals and quotes, and is a decision maker for key decisions such as pricing.

She also bring experience into this proposal from her previous role at Upanup as a Senior Strategist. In that role, she was primarily a project manager for website redesigns, and a main contact for full-cycle marketing/communications services. This first-hand knowledge helps to guide proposal and project decisions for future clients.

2. Organizational Structure

Below we have outlined Upanup's organizational structure, and the proposed project team - the primary individuals who will oversee the City's website project.

Firm Structure

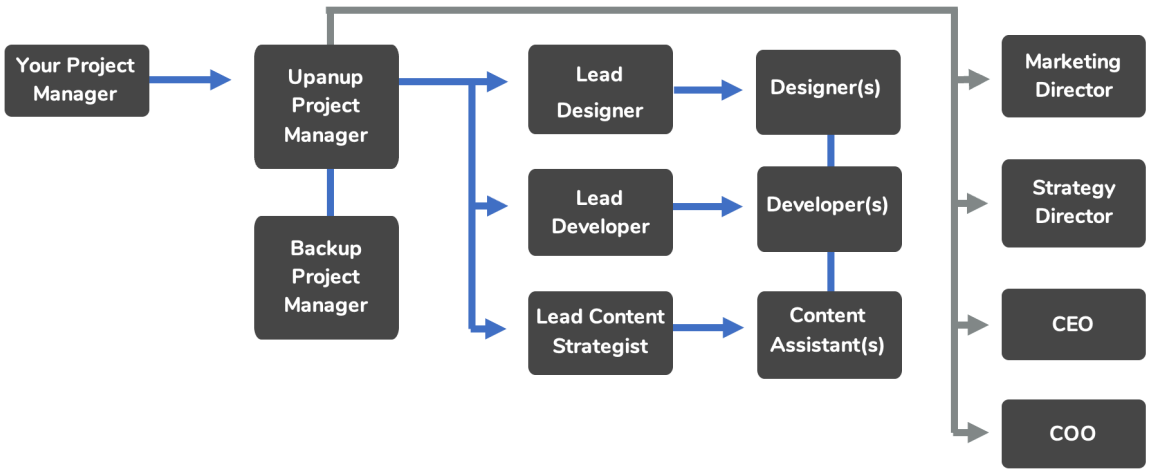


Project Team Overview

The City's main contact (e.g. project manager) will work directly with Upanup's project manager. There may also be a backup project manager on the email Cc if needed.

Upanup's project manager then coordinates with the lead designer, lead developer, and lead content strategists--who also connect with support staff as needed.

Upanup's leadership team is also available for escalation or high-level strategy at any time as well: Strategy Director, CEO, and other team leads.



Proposed Project Team - Key Member Details

Team Member & Title	Relevant Qualifications
Gretchen Tardif*	**Title:** Project Manager & Senior Strategist. **Role:** Gretchen has over 11 years of experience in project management and is also Google Analytics certified. **Responsibilities:** Nicole will lead your project to a successful launch. She will coordinate with the project teams for timely, transparent communications and ensure everyone is on the same page throughout each phase. She will be available to respond to your questions and provide friendly, effective project management throughout.
Hector Lopez	**Title:** Content Migration Specialist. **Role:** Hector will be responsible for the content migration portion of the redesign. **Responsibilities:** Hector complements our UX team with 10 years of writing experience accumulated through research positions, blog management, as well as technical support. Hector's keen attention to detail and passion for the written word help him create, edit, and migrate accessible and relevant online content for our clients.
Joyce Chan*, Designer	**Title:** Designer. **Role:** Joyce will bring your vision to life and create an exceptional, visually appealing, and intuitive website design for the City, ensuring an optimal and accessible user experience.

	Responsibilities: With years of impressive graphic and web design experience under her belt, Joyce delivers impressive, appealing, and accessible work, including user-friendly websites, apps, graphics, and stunning brand collateral.
Richard Hammond	**Title:** COO. **Role:** Richard brings approximately 20 years of web development experience and Drupal expertise to Upanup projects. He is the central figure of Upanup's development team and oversees all technical planning, development and implementation. **Responsibilities:** Richard will oversee the technical planning, security, site development, configuration management, testing, launch activities, and hosting setup for the Township's website project. He will ensure your web solution is secure, performant, accessible, and seamlessly deployed and maintained across all environments.
Esrah Boulton	**Title:** User Experience (UX) Director. **Role:** With over a decade of web development experience, Esrah leverages the Drupal platform's powerful tools and user-friendly interfaces to build out quality web solutions. **Responsibilities:** Esrah heads our UX team and will direct them in producing a highly functional, responsive, and accessible website interface based on City's approved website design. He also leads our web accessibility initiatives and ensures optimal mobile responsive performance.
Austin Smith*	**Title:** Developer. **Role:** With his many years of practical development experience and training, Austin brings valuable learnings from previous qualitative research projects to his current work. **Responsibilities:** As part of our UX team, Austin assists in building out the front end of your website. He ensures a site's theme is developed in a way that reflects your identity and helps to improve the site users' online experience.
Marco Maranao	**Title:** DevOps & Programming Director. **Role:** Marco has 20 years of experience working in software design, programming, and development. He has built many award-winning websites, intranets, and mobile apps for clients, ensuring the solutions perform as intended. **Responsibilities:** Marco leads our DevOps and Programming team and will be responsible for strategizing and implementing custom integrations and modules..

*If these individuals do not have availability upon approval to proceed, another senior member of each respective team will be assigned. The alternate project team leads would be as follows:

- Alternative Project Manager: Michelle Lea, Nicole Kuyten, or Giovanna Alves
- Alternative Designer: Carter Geidlinger (noted that Elaine Horon will likely be on parental and maternity leave during the course of this project)
- Alternative Developer: Andy Aylward or Luke Johnson

Resumes for all of the above-listed team members have been provided in the next section of this proposal.

3. Key Staff Resumes

Please find below information about Upanup's team members - their estimated involvement in the City's website redesign project, and individual bios.

Project Team - Key Member Involvement

Team Member & Title	Estimated Involvement Percentage
Gretchen Tardif*, Project Manager	20%
Hector Lopez, Content Migration Specialist	15%
Joyce Chan*, Designer	15%
Richard Hammond, COO	5%
Esrah Boulton, UX Director	5%
Austin Smith*, Developer	10%
Marco Maranao, DevOps & Programming Director	10%

*Also see the *2. Organizational Structure* section of this proposal for potential additional staff involved.



Peter Knapp

CEO

Experience & Qualifications:

Peter is responsible for the strategic direction of Upanup's digital solutions. He has 28 years of experience in business, marketing, and project management and was previously recognized in Avenue Calgary's Top 40 under 40. Peter has amassed expertise leading an array of projects, winning industry awards and, more importantly, helping millions of citizens access information.

Education & Certification:

- UVic: Certificate, Project Management
- McMaster: BCom (Hons), Marketing

Work Experience:

- CEO
  Upanup, 2012–present
- President
  Bryan Mills Iradesso, 2007–2011
- President
  Iradesso, 2001–2007

Previous Project Examples
(more on request):

- **Role:** Project Manager & Lead Strategist
- **Projects:** BC Hydro, City of Quesnel, Comox Valley Regional District, City of Vernon, District of Central Saanich



Danielle Benacquista

Strategy Director

Experience & Qualifications:

Danielle leads our strategy team and ensures effective project planning and strategies for all web projects. She has 21 years of branding, marketing, and project management experience and provides our clients with thoughtful, cost-effective solutions and training sessions. She is known for her top-notch project management skills in guiding websites to successful launch, on time and on budget.

Education & Certification:

- UVic: Masters Certificate, Project Management
- York & Sheridan College: BDes (Hons)

Work Experience:

- Strategy Director
  Upanup, 2015–present
- Project Manager
  Country Road Graphics, 2010–2015
- Graphic Designer
  Butler Creative, 2009–2010

Previous Project Examples
(more on request):

- **Role:** Strategy Director & Project Manager
- **Projects:** City of Delta, City of Grande Prairie, Town of The Blue Mountains, North Vancouver Recreation and Culture



Richard Hammond

COO

Experience & Qualifications:

Richard oversees all technical planning, security, site development, testing, and launch activities for all Upanup web projects. With 20 years of web development experience and Drupal expertise, Richard is skilled at configuration management to ensure your solution is secure, performant, accessible, and seamlessly deployed and maintained across all environments.

Education & Certification:

- Mount Royal: Diploma, Web Development
- U of Alberta: BA, History & Math

Work Experience:

- COO
  Upanup, 2023-present
- Partner & Technical Director
  Upanup, 2012–2023
- Owner & Senior Developer
  iSite Studios,2007–2011
- Web Developer
  Bryan Mills Iradesso, 2006–2007

Previous Project Examples
(more on request):

- **Role:** Technical Director & Lead Developer
- **Projects:** City of Winnipeg, City of Grande Prairie, Regional District of North Okanagan, SDG Counties, City of Delta, City of Penticton



Joyce Chan

Designer

Experience & Qualifications:

Joyce manages various design projects while coordinates with our development and strategist teams to ensure timelines are met. Joyce uses her seven years of experience and technical skills as a graphic designer to provide production and creative support to our design team and is responsible for coordinating, testing, and recruiting for our UX feedback panel. Her support and positive energy ensures that our internal processes and communications are streamlined to meet our clients' goals.

Education & Certification:

- Alberta University of the Arts: Bachelor of Design in Visual Communication Design

Work Experience:

- Junior Designer & Coordinator
  Upanup, 2021–present
- Graphic Designer and Marketing Assistant
  PHCE, 2020-2021
- Graphic Designer
  The Sign Pad, 2018 – 2020

Previous Project Examples
(more on request):

- **Role:** Junior Designer
- **Project Names:** City of Barrie, Town of Comox, FortisBC, TPC Financial, Comox Valley Regional District, Sooke School District # 62
-



Elaine Horon

Senior Designer

Experience & Qualifications:

Elaine creates beautiful and forward-thinking designs that resonate with a wide variety of audiences. She is a versatile and responsive designer with 11 years of graphic and web design experience. Elaine delivers clients impressive work, including user-friendly websites, apps, graphics, and stunning brand collateral.

Education & Certification:

- Medicine Hat College:
  BA, Visual Communications

Work Experience:

- Designer
  Upanup, 2019–present
- Intermediate Graphic Designer
  Connect to WOW, 2016–2019
- Graphic Designer
  Olds College, 2014–2019
- Graphic Designer
  Passerelle Marketing Corporation, 2015–2016

Previous Project Examples
(more on request):

- **Role:** Web Designer
- **Project Names:** Town of Lincoln, District of 100 Mile House, South Cariboo, Town of Okotoks, Town of Golden, Municipal Insurance Association of BC, BC Hydro, District of Central Saanich



Gretchen Tardif

Senior Strategist

Experience & Qualifications:

Gretchen makes clients feel comfortable asking questions and provides friendly and effective project coordination. She brings 12 years of project management, marketing, and client service experience to ensure projects stay true to the scope, timeline and budget and refining their vision to fulfill their project goals every step of the way.

Education & Certification:

- BCIT: Certificate, HR Management,
- Lewis and Clark College: BA, Political Science

Work Experience:

- Project Coordinator & strategist
  Upanup, 2019–present
- Marketing Coordinator
  Colliers International, 2016–2019
- Client Project Specialist
  Colliers International, 2011-2016

Previous Project Examples
(more on request):

- **Role:** Project Manager & Strategist
- **Project Names:** District of North Vancouver, District of West Vancouver, City of Prince George, City of Delta, City of Abbotsford, Municipal Insurance Association of BC, BC Hydro, Puget Sound Regional Council
-



Marco Maranao

DevOps & Programming Director

Experience & Qualifications:

Marco leads our devops & programming team from our Calgary office. He provides custom web development solutions and implements web apps and modules to achieve desired website functionality. Marco has 20 years of experience working in software design, programming, and development. He has built many award-winning websites, intranets, and mobile apps for clients, ensuring the solutions perform as intended.

Education & Certification:

- DeVry Institute:
  BTech, Computer Information Systems

Work Experience:

- DevOps & Programming Director
  Upanup, 2023-present
- Senior Developer
  Upanup, 2013–2023
- Application Developer
  Media Dog, 2012-2013
- Programmer
  Bryan Mills Iradesso, 2007–2012

Previous Project Examples
(more on request):

- **Role:** Back-end Developer
- **Project Names:** City of Winnipeg, City of Terrace, BC Hydro, City of Abbotsford, Township of King, Town of Oliver, Town of Niagara-on-the-Lake, City of Belleville



Nicole Kuyten

Project & Comms Coordinator

Experience & Qualifications:

Nicole is part of our Strategy team and is based in our Kitchener, ON office. With seven years of experience in professional communications, Nicole leads projects with efficiency, professionalism, and friendliness. Her keen interest in technology and efficient processes along with her experience and strong organizational skills help her communicate effectively with clients at every phase of the project.

Education & Certification:

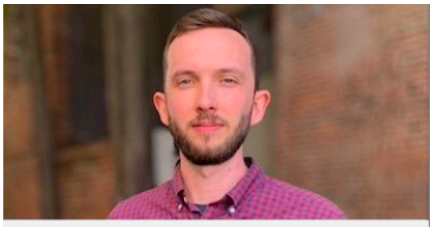
- Carleton University:
  BA, Communications Studies

Work Experience:

- Project & Communications Coordinator
  Upanup, 2022–present
- Communications Coordinator
  Bio-Ag Consultants & Distributors Inc., 2017-2022

Previous Project Examples
(more on request):

- **Role**: Project & Communications Coordinator
- **Project Names:** Town of Lincoln, Town of Oliver (Mobile app promotion), City of Fredericton, Town of Carberry, District of Central Saanich, City of Goldendale, Town of Hanover, City of Mission, City of Grande Prairie



Esrah Boulton

UX Director

Experience & Qualifications:

Esrah heads our UX team with 12 years of web development experience. Esrah leverages the Drupal platform's powerful tools and best-practice user interfaces to build out effective, easy-to-use web solutions. He is skilled in streamlining front-end processes, leads our web accessibility initiatives, and ensures optimal mobile responsive performance.

Education & Certification:

- Royal Roads: BA, Communications

Work Experience:

- UX Director
  Upanup, 2023-present
- Developer
  Upanup, 2015–2023
- Web Designer & Developer
  HES PV, 2014–2015
- Web Designer & Developer
  Jenny Martin Design, 2012–2013

Previous Project Examples
(more on request):

- **Role:** Front-end Developer
- **Project Names:** BC First Nations Forestry Council, Township of King, City of Grande Prairie, BC Hydro, City of Quesnel, District of North Vancouver



Hargurpreet Singh

Programmer

Experience & Qualifications:

Hargurpreet has joined our Waterloo office and brings 13 years of experience to our DevOps and Programming team. His technical background paired with his eagerness to learn results in thorough development work that serves our clients for many years. Proficient in PHP and JavaScript programming languages, Hargurpreet brings a wealth of expertise and innovation to our team, enriching our projects with his deep understanding and skillful execution.

Education & Certification:

- IK Gujral Punjab Technical University: BA, Information Technology

Work Experience:

- Programmer
  Upanup, 2022–present
- Programmer
  Ddeveloperz (India), 2011–2022

Previous Project Examples
(more on request):

- **Role:** Programmer
- **Project Names:** City of Winnipeg, City of Barrie, City of Fredericton, Township of Esquimalt, Town of Niagara-on-the-Lake



Andy Aylward

Developer

Experience & Qualifications:

Andy builds out the front end of client websites. He has six years of experience in open-source content management systems and creates intuitive, accessible interfaces. Skilled in best practices for UX and search engine optimization, Andy builds websites that are easily manageable for non-developers.

Education & Certification:

- SAIT: Certificate, Web Development
- College of the North Atlantic: Diploma, Instrumentation Engineering Technology

Work Experience:

- Developer
  Upanup, 2020–present
- Web Developer
  Injehnuity Strategic Marketing, 2019–2020
- Web Developer Internship
  Simple Simple Advertising, 2019

Previous Project Examples
(more on request):

- **Role:** Front-End Developer
- **Project Names:** City of Barrie, Township of King, City of Grande Prairie, Town of The Blue Mountains, Town of Okotoks, City of Quesnel, Puget Sound Regional Council



Carter Geidlinger

Designer

Experience & Qualifications:

Carter supports the UX team in designing accessible, user-friendly websites that align with client goals and enhance the user experience. He finds fulfillment in knowing his work has a positive impact on people's lives. Known for his versatility and proactive attitude, Carter is a true jack of all trades who brings creativity, dedication, and a solutions-focused mindset to every project.

Education & Certification:

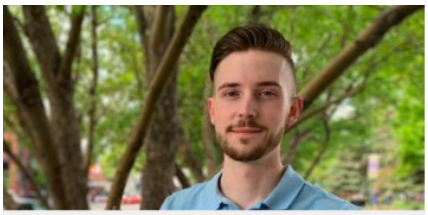
- Conestoga College: Degree, Bachelor of Design
- Conestoga College: Certificate, Design Foundations

Work Experience:

- Designer Upanup, 2024-Present
- Web Designer Perk.com Canada (Freelance) 2023-Present
- Junior Graphic Designer Republix, 2022-2023
- Graphic Design Assistant Western Libraries, 2022

Previous Project Examples
(more on request):

- **Role:** Junior Designer
- **Project Names:** BC Hydro, Abbotsford, Fredericton Capital Region, Victoria, TPC Financial



Austin Smith

Developer

Experience & Qualifications:

Austin assists our developers in building out the front end of client websites. With his six years of practical experience and training, Austin takes care of every project with care and diligence and brings valuable learnings from previous qualitative research projects to each of his projects. He ensures a site's theme is developed in a way that reflects our clients' identity and helps to improve their site users' online experience.

Austin is also part of Upanup's dedicated support team and will provide prompt assistance for your staff after the new website goes live.

Education & Certification:

- SAIT: Certificate, Web Development

Work Experience:

- Developer
  Upanup, 2019–present

Previous Project Examples
(more on request):

- **Role:** Theme Development
- **Project Names:** District of West Vancouver, City of Winnipeg, City of Penticton, Town of Okotoks, Town of Oliver, Town of Collingwood, Township of King, District of 100 Mile House



Julie McBay

Content Strategist

Experience & Qualifications:

Julie is part of our strategy team and uses her five-year experience in public relations to assist our clients in content migration and other content-related tasks. Her strong and timely work ethic makes the content phase go smoothly for our clients. She uses her content writing, editing, organizational, and strategic skills to ensure our clients' online content is optimized for the user and resonates with various audiences.

Education & Certification:

- Conestoga College: Diploma, Public Relations (Academic Achievement Award for highest GPA)
- Toronto Metropolitan U.: Certificate, Web Accessibility Auditing and Reporting Micro-Credential

Work Experience:

- Content Strategist
  Upanup, 2023–present
- Digital Content Assistant
  Upanup, 2022–present
- Student Copywriter
  Breakthrough Personal & Professional Development, 2022

Previous Project Examples
(more on request):

- **Role:** Content Strategist
- **Project Names:** District of West Vancouver, City of Richmond, Comox Valley RD, Puget Sound Regional District, City of Barrie



Hector Lopez Segarra

Content Migration Specialist

Experience & Qualifications:

Hector complements our strategy team with 11 years of writing experience accumulated through research positions, blog management, as well as technical support. Hector's keen attention to detail and passion for the written word help him create, edit, and migrate accessible and relevant online content for our clients.

Education & Certification:

- U of Puerto Rico: BA, English Literature
- UVic: MA, Humanities

Work Experience:

- Content Migration Specialist
  Upanup, 2023–present
- Digital Content Assistant
  Upanup, 2022–present
- AV Technician & Admin. Support
  West Coast College of Massage Therapy, 2020-2022
- Research Assistant
  The Praxis Studio for Comparative Media Studies at Uvic, 2019-2020

Previous Project Examples
(more on request):

- **Role**: Content Assistant
- **Project Names:** District of West Vancouver, City of Richmond, Comox Valley Regional District, Puget Sound Regional District, BC First Nations Forestry Council



Cory Howse

Programmer

Experience & Qualifications:

Cory provides back-end and front-end development services to our clients. He has contributed to over 200 websites over the years and brings valuable knowledge to our development team with 25 years of experience. He has leveraged his expertise in Drupal, mobile apps, and database configurations to build online applications, custom modules, integrations, e-commerce capabilities, and much more.

Education & Certification:

- DeVry Institute:
  BTech, Computer Information Systems

Work Experience:

- Programmer
  Upanup, 2021–present
- Web Application Developer
  Media Dog Productions, 2008–2020
- Web Developer
  Impello Inc.,2005–2008

Previous Project Examples
(more on request):

- **Role:** Web Developer
- **Project Names:** Town of Golden, City of Grande Prairie, City of Colwood, City of Barrie, Town of Cochrane, City of Winnipeg, District of West Vancouver, City of Prince George



Gurpreet Chahal

Programmer & DevOps Assistant

Experience & Qualifications:

Gurpreet brings excellent technical background to our development team. He has over 10 years working with various operating systems and high-level programing languages. Gurpreet is crucial in performing Drupal security updates across all of our Drupal websites and handling technical support for clients with care.

Education & Certification:

- Punjab College of Technical Education: Masters, Computer Applications
- Satish Chander Dhawan Government College: BCA, Computer Programming

Work Experience:

- Programmer & DevOps Assistant
  Upanup, 2020–present
- Full Stack Engineer & Web Developer
  Self-employed, 2015–2020
- Software Engineer PHP
  GreyCell Technologies, 2017–2019

Previous Project Examples
(more on request):

- **Role:** Programmer & DevOps Assistant
- **Project Names:** District of West Vancouver, Town of Lincoln, City of Abbotsford, Town of The Blue Mountains, BC Hydro



Giovanna Alves

Project & Comms Coordinator

Experience & Qualifications:

Gio is part of the strategy team in our Calgary, AB office. With a background in communications and a degree in Broadcast and Media Studies, she brings expertise in radio and copywriting to her role. Her ability to adapt quickly and communicate effectively ensures that client needs are consistently met with precision and care. She finds satisfaction in advocating for clients and being a sounding board for their project goals.

Education & Certification:

- Mount Royal University: Bachelor of Communications, Broadcast Media Studies

Work Experience:

- Project & Communications Coordinator, Upanup, 2024 - present
- Communications Specialist, University of Calgary, 2022-2024

Previous Project Examples (more on request):

- **Role**: Project & Communications Coordinator
- **Project Names**: Comox, Quesnel, Coaldale, Abbotsford, Hanover, Interior Health, BC Hydro, Wellington County, North Coast Regional District.

4. Experience & Qualifications

With over 12 years of experience in user-focused solutions, Upanup has collaborated with various local governments, municipalities, large public sector organizations and a diverse range of audiences. Upanup continuously refines our project process by adapting to evolving digital trends and incorporating user feedback. The team is dedicated to serving as a long-term strategic partner, providing guidance and feedback to implement effective, user-centric digital solutions to clients.

Overview

300+ Websites	**200+** Client organizations	**140+** Design projects
100+ Awards	**130+** Government & public sector website projects	**30+** User experience (UX) projects

Experience



In the above diagram, the green dots represent our clients (larger dots equate to larger populations represented by those clients), and the building icons represent Upanup's three office locations.

Expertise



Qualifications

Summary of Qualifications

Upanup's staff have 90+ degrees, certificates and diplomas, as well as many ongoing courses and professional development activities. Below are some of the highlights of the team's education.

Communications

- Professional Communications bachelor
- Client Communications course
- Project Management masters certificate
- Intercultural and International Communication masters

Design

- Visual Communication bachelor
- Design bachelor
- Graphic Design diploma
- The Complete Figma Course – Designing Mobile & Web App UI/UX

Development

- Technology, Computer Information Systems bachelor
- Masters in Computer Applications bachelor
- Information Technology bachelor

Analytics & Other

- Marketing bachelor
- Stakeholder Relations certificate
- Advanced Google Analytics certificate
- Team Operations certificate

Commitment to Accessibility

- Upanup has curated an online accessibility course specifically to help onboard new staff and get them up to speed on how passionate the company is about making an accessible internet.
- New team members take the course and learn what web accessibility is, why it's important, see practical use cases, and hear lived experienced directly from those who it affects most. The course takes 11-20 hours to complete, depending on the supplemental readings and activities completed.
- Upanup champions this course because it aligns with both the company purpose to ***make life easier for people through better online experiences and access to information,*** and because it's great for our clients and their audiences.



Accessibility-First Design and Development Methodology

Upanup has extensive experience with, and focus on, accessibility and adhere to World Wide Web Consortium (W3C) Web Content Accessibility Guidelines **(WCAG) 2.2 Level AA, which exceeds ADA Priority 1 compliance**.

For reference, **ADA Priority 1 aligns with WCAG 1.0 Priority 1 standards,** which is the previous WCAG version before 2.0 was released. In translation to current guidelines, Priority 1 is most comparable to WCAG 2.0 Level A, meaning Upanup's standard of **WCAG 2.2 Level AA greatly exceeds it:**

- WCAG 2.0 vs 2.2 refers to the edition of the guidelines.
- A vs. AA level indicates the depth of accessibility compliance, with AA being a higher standard than A.

By implementing WCAG 2.2 Level AA, Upanup ensures the City's website not only meets but exceeds current accessibility requirements, including ADA and Section 508 compliance, while also preparing for future regulation updates.

Ongoing Learnings

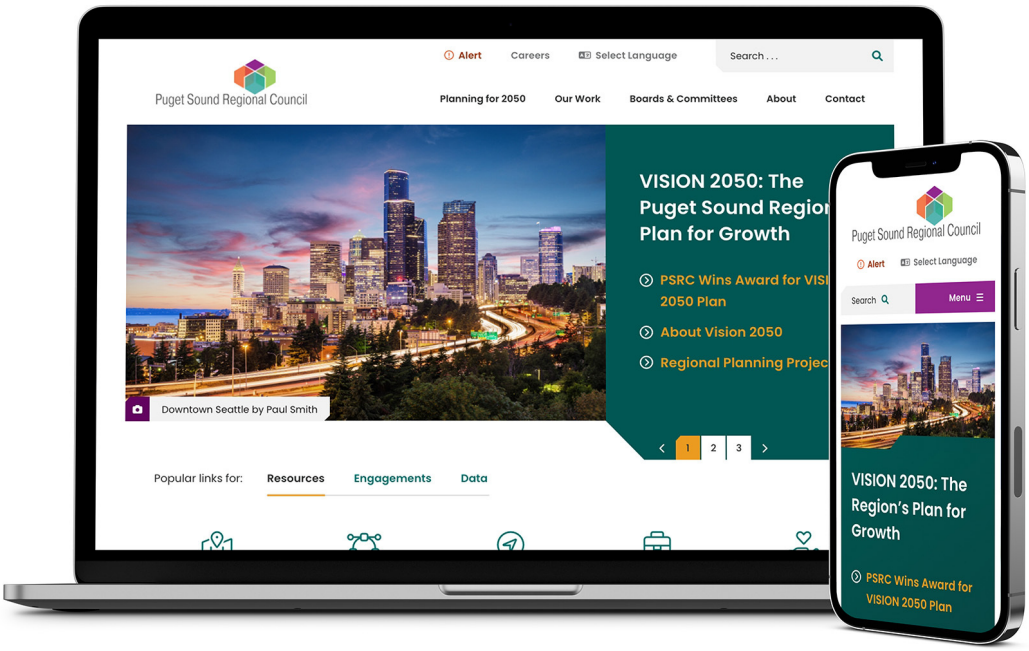
- Upanup also continues with ongoing learnings; for example, the UX team recently shared some learnings from this Identify Input Purpose article on the importance of autocomplete on form fields.
- Our the team members also absorb ongoing learnings from the client projects themselves, such as through the hundreds of one-on-one feedback sessions with real-world users throughout North America, plus countless online surveys, focus groups, card sorting activities, etc.

Case Studies & Awards

The following section shows a few of Upanup's case studies, focused on similar projects for other recent municipal government website redesigns. These are followed by a summary of awards.

Client Example 1 (USA)

Puget Sound Regional Council (PSRC), WA - psrc.org



Client — The Puget Sound Regional Council (PSRC) plays a vital role in shaping the future of one of the fastest-growing regions in the United States. Representing a dynamic network of cities, counties, ports, and transit agencies across the central Puget Sound, PSRC supports sustainable growth, economic vitality, and transportation planning for over 4 million residents. With a broad and engaged audience relying on its digital presence, PSRC needed a modern, accessible website that could clearly communicate data, policies, and initiatives to interested parties and the public alike.

Relevance — Upanup selected the PSRC project as a relevant example due to its alignment with the City's priorities around accessibility, regional service delivery, and clear communication of varying complex content. Like the City, PSRC serves a diverse and growing population, requiring an intuitive, user-focused website that supports strategic planning and public engagement. This project demonstrates Upanup's expertise in delivering modern, accessible designs and scalable websites for government organizations with a broad range of user groups and content needs.

Description of Scope

Overview — PSRC engaged Upanup to build a new website that is informative, visually appealing, and easy to use for all visitors. To meet these objectives, we provided a custom website design and developed a responsive, accessible new site in the Drupal platform. This project also included public user testing to gain feedback from the target audience, which we applied in conjunction

with best practices to optimize the site's navigation and functionality. The new site, built to meet WCAG 2.1 level AA, is intuitive to use, providing a one-stop source for users to easily access the organization's news, information, and resources in a clean, modern design that aligns with the PSRC's branding and creative vision.

Key Services Provided

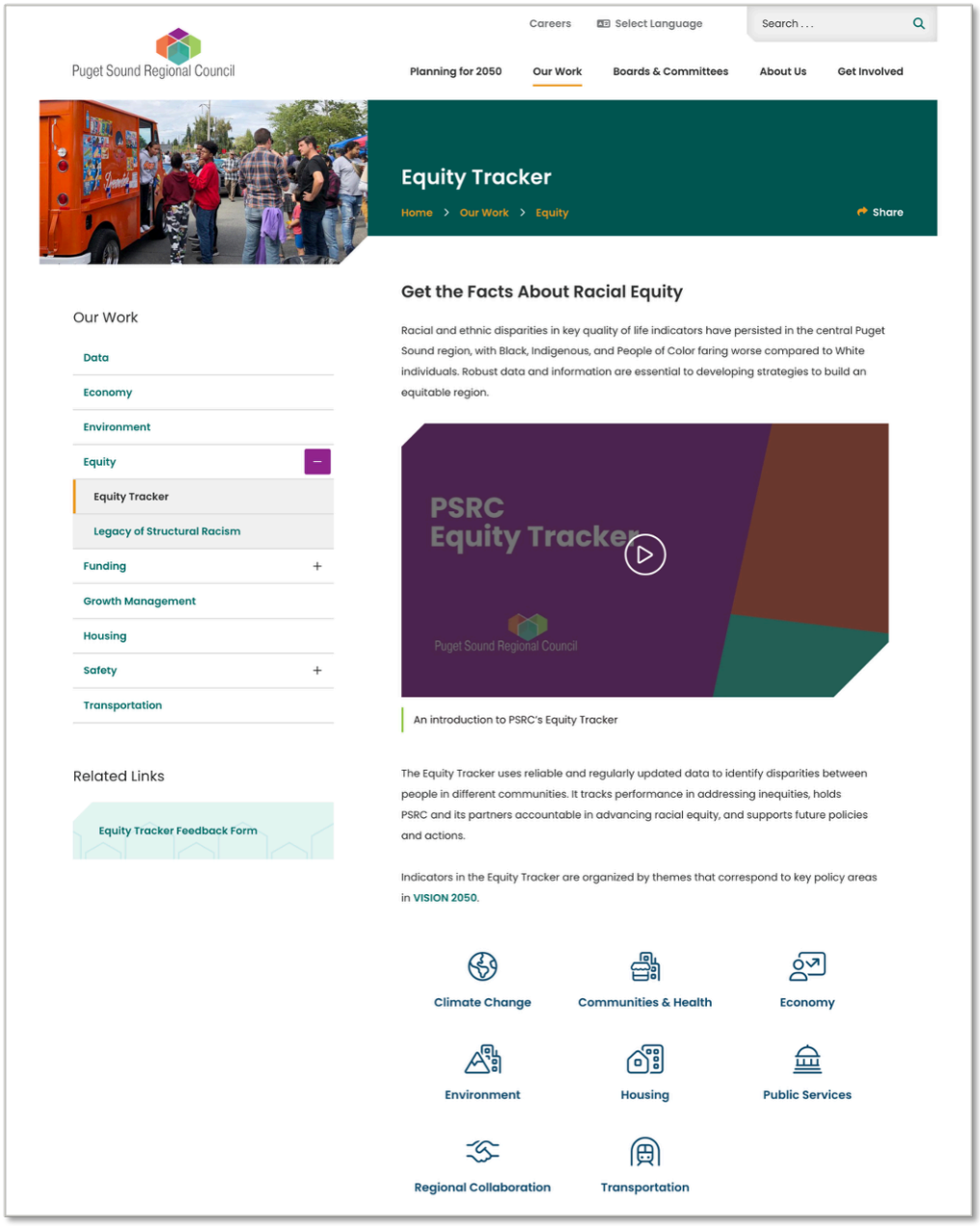
- **Custom Website Design & Development**: Delivered a fully redesigned website aligned with PSRC's branding and creative vision, enhancing functionality, streamlining navigation, improving content management, and strengthening user engagement—all while ensuring compliance with accessibility standards.
- **Usability Testing:** Conducted nine one-on-one sessions with diverse user groups to gather direct feedback. The insights led to targeted content adjustments and design refinements, helping to ensure a more user-centred experience and a successful launch.
- **Training**: Delivered two in-depth training sessions—one on general CMS editing and another focused on Drupal webforms—to provide PSRC staff with the skills needed to confidently manage website content.
- **Content Audit and Migration**: Conducted a comprehensive content audit to assess accuracy, relevance, and redundancy across existing pages. This informed a strategic migration plan to streamline content, improve consistency, and ensure a smooth transition to the new site.
- **Content Strategy Guide:** Provided documentation with clear guidelines on tone, structure, and maintenance, helping staff create consistent, user-focused content that supports long-term website goals.
- **Promotional Launch Video:** Produced a promotional video to support PSRC in announcing and showcasing the features of their newly launched website.

Unique Aspects of the Website

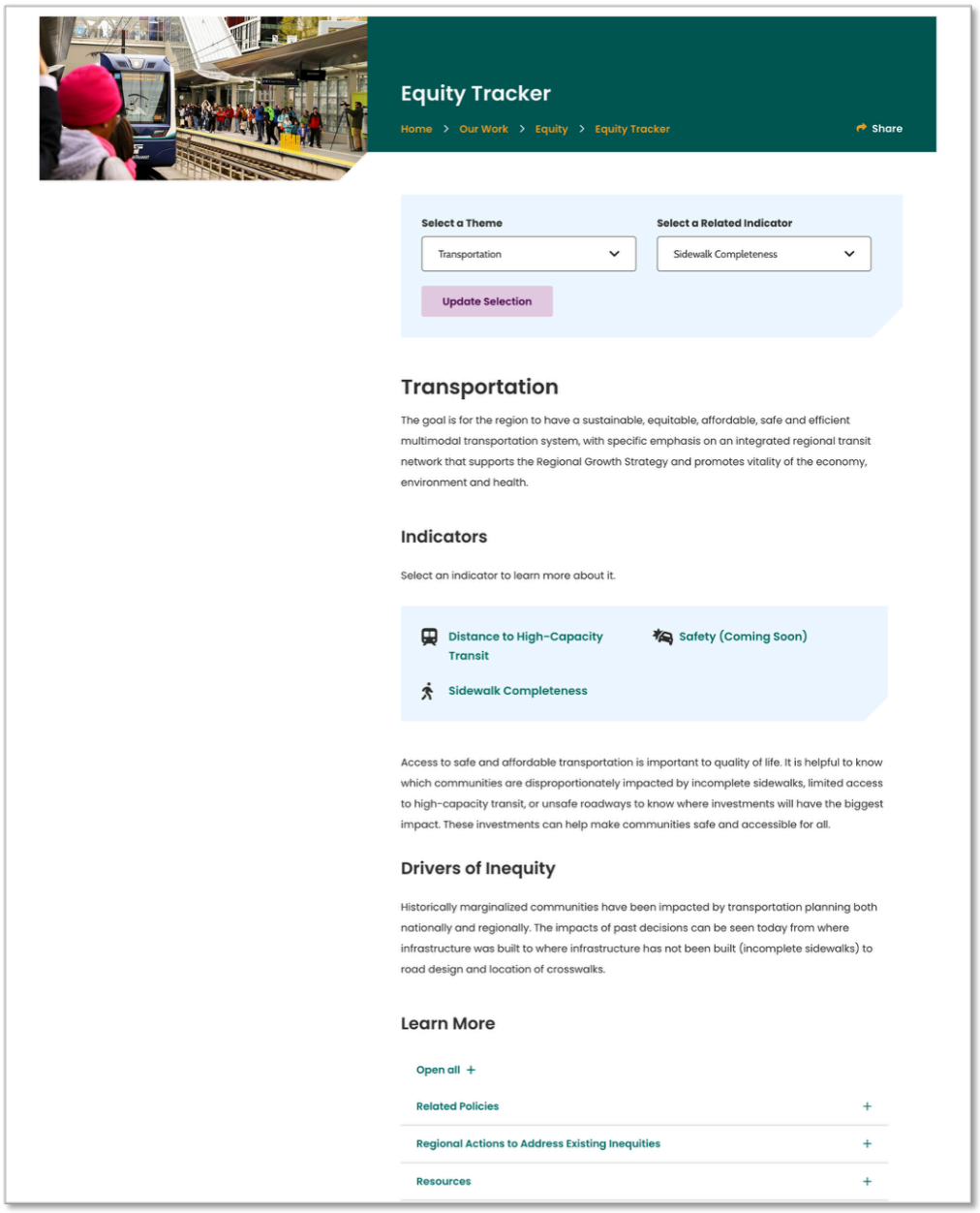
Equity Tracker

Upanup developed a custom content type for PSRC's Equity Tracker, a data monitoring tool designed to highlight disparities, share historical context, and present policy and planning solutions. The tool includes interactive features to support data visualization and improve public understanding of equity issues in the region. The tool includes three main components:

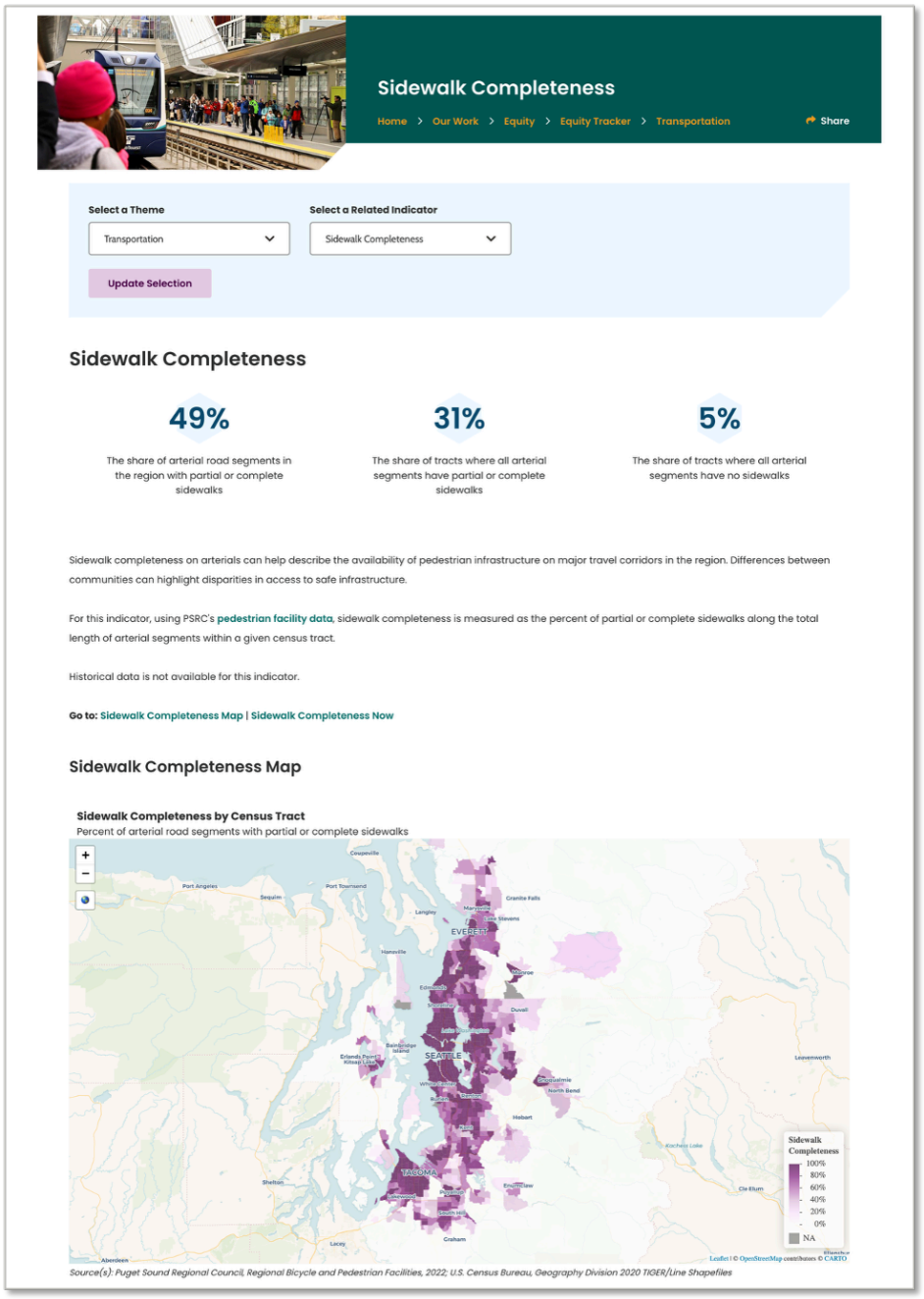
1. **A landing page** that serves as the entry point for the Equity Tracker. It describes the purpose of the tracker and links to pages organized by different data theme. Users can click on each data theme to proceed to the next step.



2. After the data theme is selected in the landing page, **a theme page** will appear to introduce a data theme or topic and links to several data indicators. It contains information contextualizing the theme, links to specific data measures (indicators), describes historical drivers of inequity, and related policies and actions designed to address existing inequities.

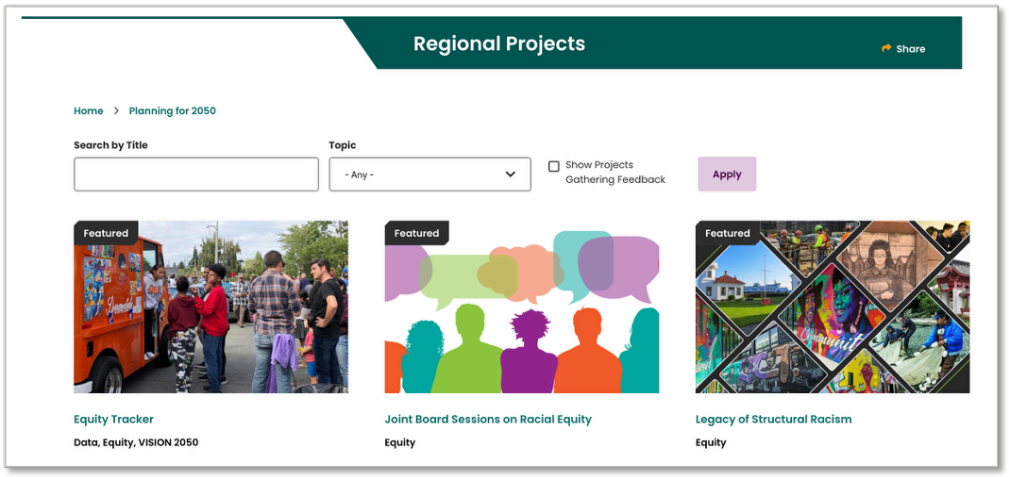


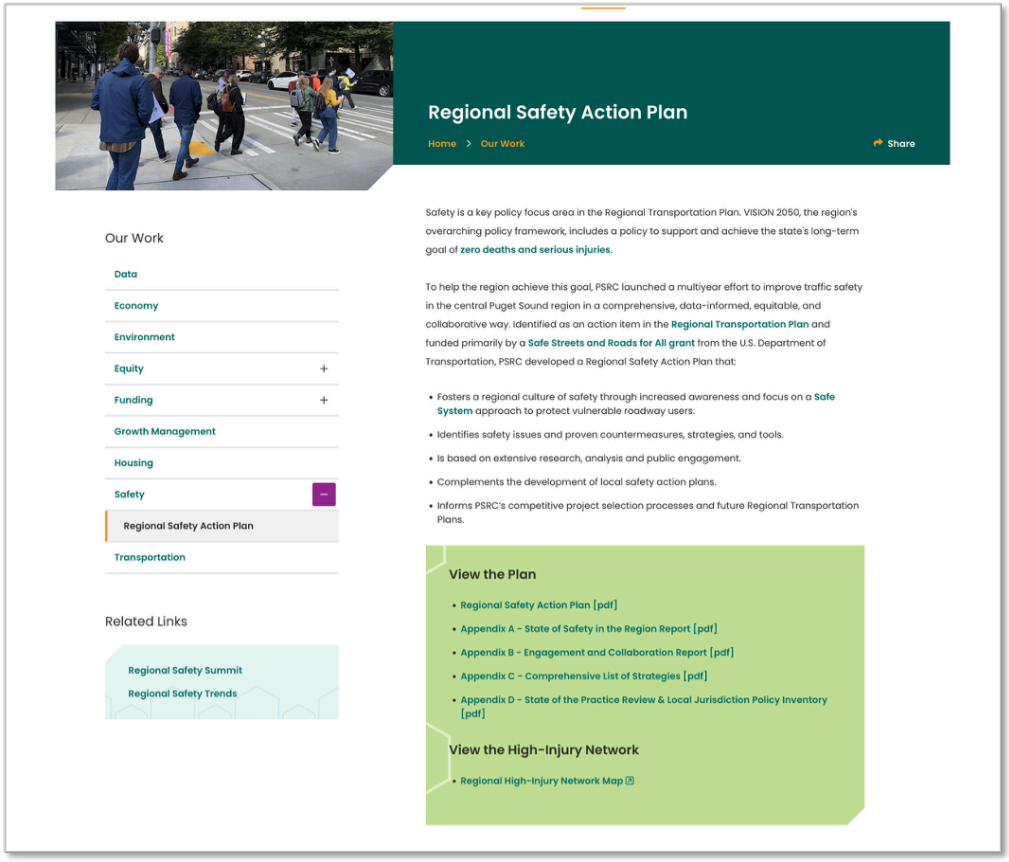
3. When a specific indicator is selected within a theme, **a dedicated indicator page** is displayed, presenting the data measures used to monitor that theme. For example, the Sidewalk Completeness indicator illustrates the availability of pedestrian infrastructure within the Transportation theme. Each indicator page includes a description, data callouts, visualizations, source details, notes, and insights. An “Update Selection” tool allows users to easily navigate and explore other indicators within the same theme.



Regional Projects Content Type

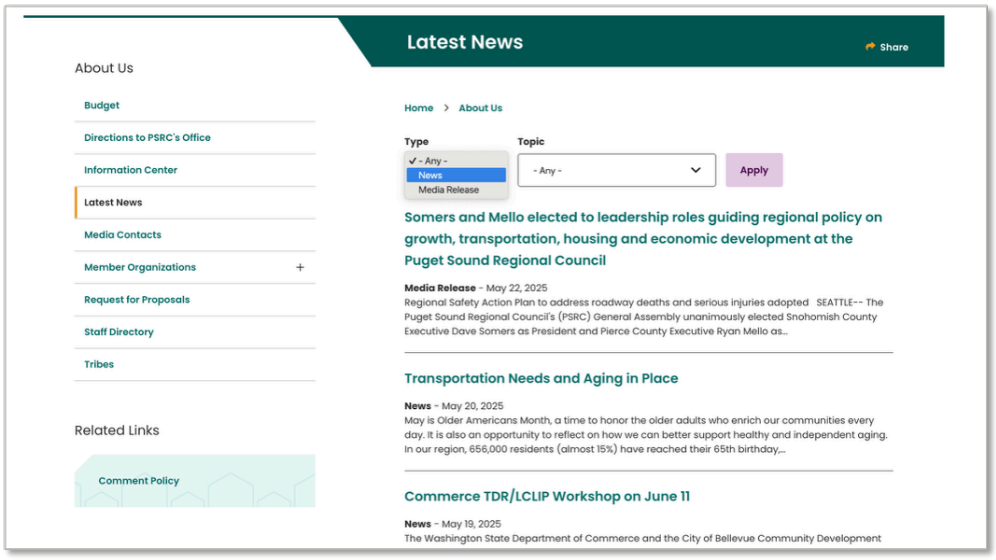
The Regional Projects section showcases key initiatives that support long-term regional planning under VISION 2050. It features tools, programs, and engagement opportunities centered on equity, transportation safety, economic recovery, and community development. Designed as a centralized resource, it helps diverse user groups learn about and participate in projects shaping the region's future. The landing page (first screenshot below) includes a search and filter tool for easy navigation by project title or topic, while individual project pages (second screenshot below) provide detailed information, documents, and relevant resource links.





Latest News Section

The Latest News section offers timely updates on regional planning, transportation, housing, and funding opportunities across the central Puget Sound region. Featuring filterable news and media releases by type and topic, it serves as a centralized hub for the public to stay informed about key developments and initiatives shaping the region.



Final Product

The new website launched in August 2022, with Upanup continuing to provide hosting and support to ensure it remains secure, high-performing, and responsive to evolving user needs.

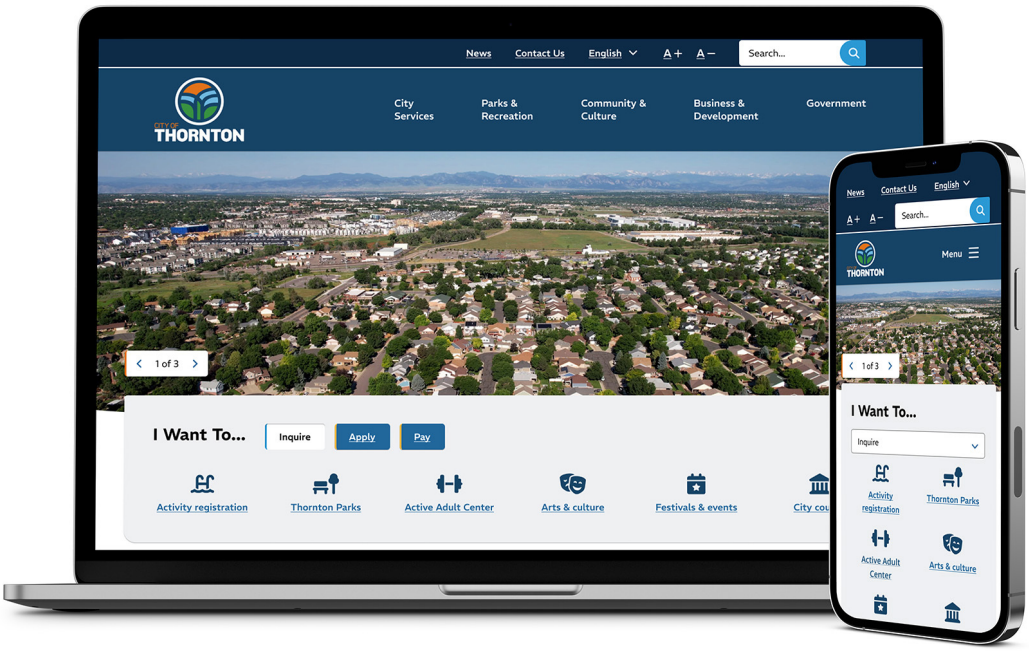
In 2024, Upanup also conducted a comprehensive accessibility audit and delivered a set of recommendations to help PSRC further enhance website accessibility as the organization and its digital presence continue to grow.

PSRC's testimonial:

> Working with Upanup has been an amazing experience. Everyone we've interacted with, from our project manager to folks in marketing, design, and development, have been wonderful. They're incredibly organized, easy to work with, highly responsive when we've asked questions, and deliver on what they promise. We appreciate the partnership we've developed – allies helping us tackle challenges with creative solutions.
>
> — **Carolyn Downs**, Senior Communications Specialist

Client Example 2 (USA)

City of Thornton, CO - thorntonco.gov



Client	The City of Thornton ("the City"), located in the Denver metropolitan area, has a mission to ensure a broad range of services are available to its 140,000 residents. The City provides a high quality of life by being responsive to the physical and human requirements of its residents through innovative leadership and planning. Having a responsive and accessible website helps the city deliver on this promise to citizens.
Relevance	We believe this project experience demonstrates our successful efforts in delivering a website design solution focused on meeting state requirements for accessibility (e.g. this project required the City's new website to meet digital accessibility requirements of Colorado State Law – Bill HB21-1110). This work reflects our understanding of the unique needs of US local governments and communities, where accessibility, user-friendliness, and achieving a modern look & feel are top priorities for their websites. We hope to bring our relevant website design experience to this project opportunity with the City!

Description of Scope

Overview	The City engaged Upanup to redesign its municipal website with several key goals in mind. Notably, the legacy website did not comply with incoming an Colorado House bill establishing digital accessibility standards for public-facing websites (Colorado HB21-1110), which came into effect July 1, 2024. Upanup custom-designed a new website built to WCAG 2.2 AA standards that is not only compliant with the state accessibility law, but also provides users with a mobile responsive experience that was lacking on the previous website.

Key Services Provided

- **Custom Website Design & Development**: Upanup provided two custom designs for the City to choose from, which were further refined to incorporate feedback from key interested parties.
- **Sitemap Recommendations:** Upanup developed a recommended sitemap to improve content organization and ensure users can easily find key information. The revised structure enhances overall usability by grouping related content logically and supporting a more intuitive navigation experience.
- **Acceptance Testing Criteria:** As part of the City's efforts to meet Colorado State HB21-1110 accessibility requirements, Upanup provided a beta testing checklist to support the City's internal review and ensure the website met high accessibility standards prior to launch.
- **Training Sessions:** Upanup delivered three comprehensive training sessions to the City, covering general CMS management, web accessibility best practices, and IT-specific training—empowering staff to efficiently manage the website while ensuring it remains accessible and secure.
- **Vulnerability Scan and Penetration Testing:** Upanup conducted thorough vulnerability scanning and penetration testing before launch to ensure the new Drupal application and server configurations are not vulnerable to common exploits.
- **As-Built Documentation:** Upanup prepared 'as-built' documentation to accomplish the complete transition of the services from Upanup to Thornton.

Unique Aspects of the Website

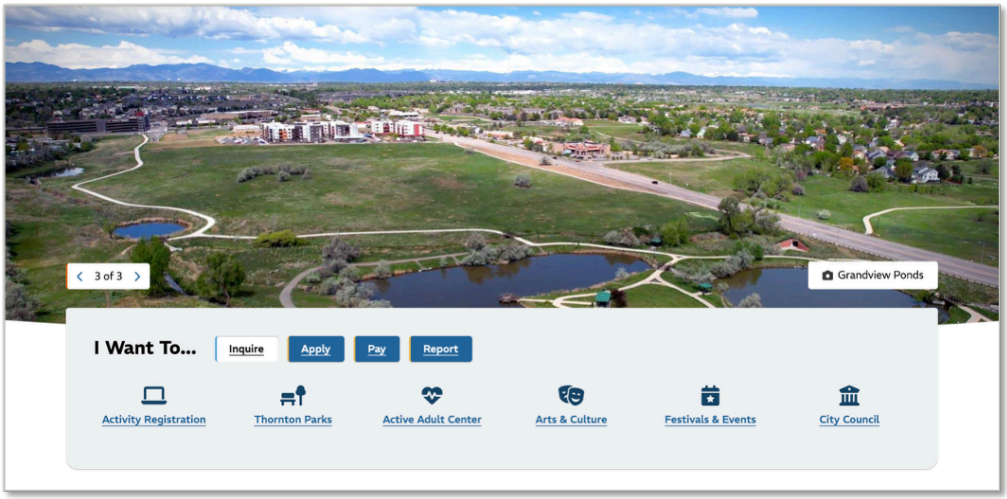
Language Selector and Text Resizer

Features such as a language selector enhance the ability for users to view content in their native language, and a text resizer helps users customize the font size based on personal preferences and vision needs.



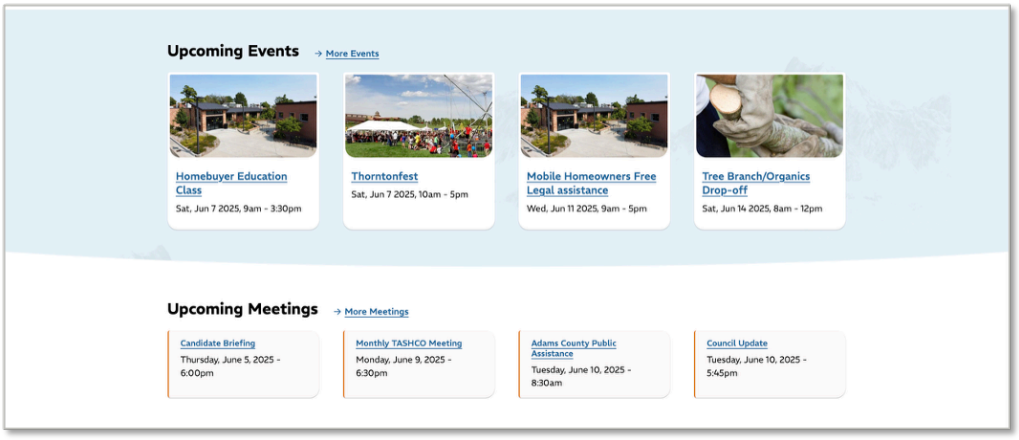
"I Want To..." Menu

The new site features a prominent 'I Want To...' menu of quicklinks that can be updated regularly based on current and relevant content. This service-oriented focus makes it easy for residents to browse topics related to their community, access city services, and report issues.



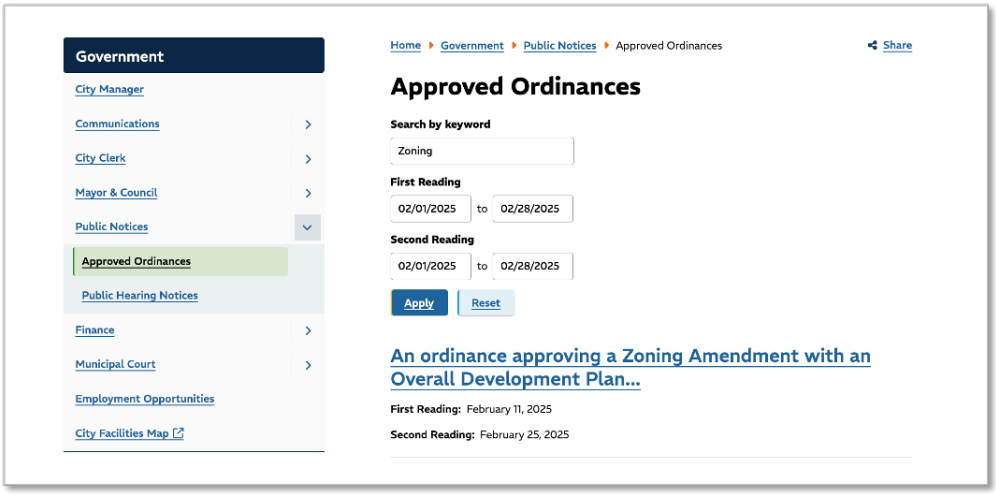
Engagement Opportunities on Homepage

The new homepage prominently features upcoming events and City meetings, making it easy for residents to stay informed and engaged. These visually distinct sections encourage greater civic participation by providing quick, accessible updates on what's happening in their community. In addition, our team improved the way Community Events display – a focal point for many users engaging with the City's website.



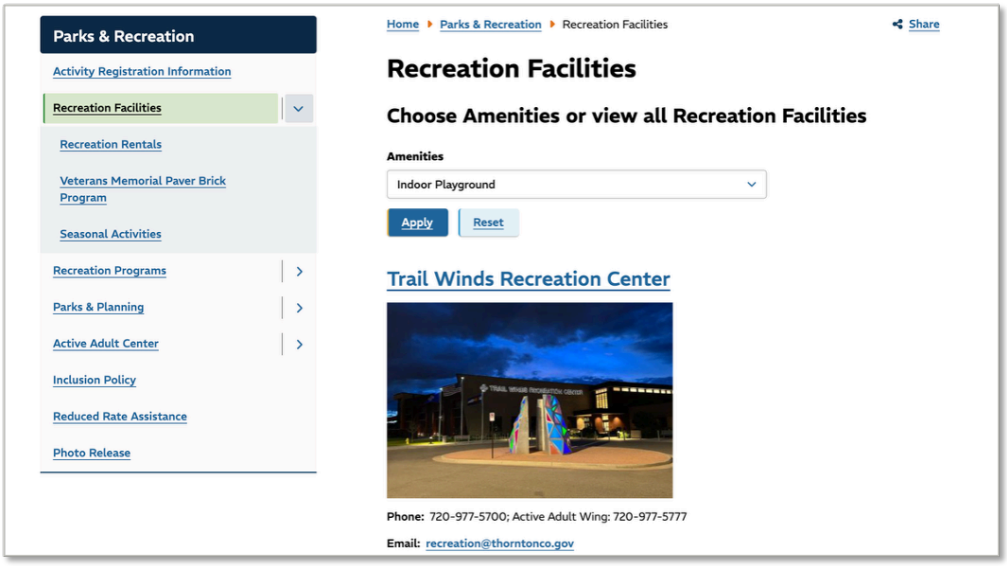
Approved Ordinances

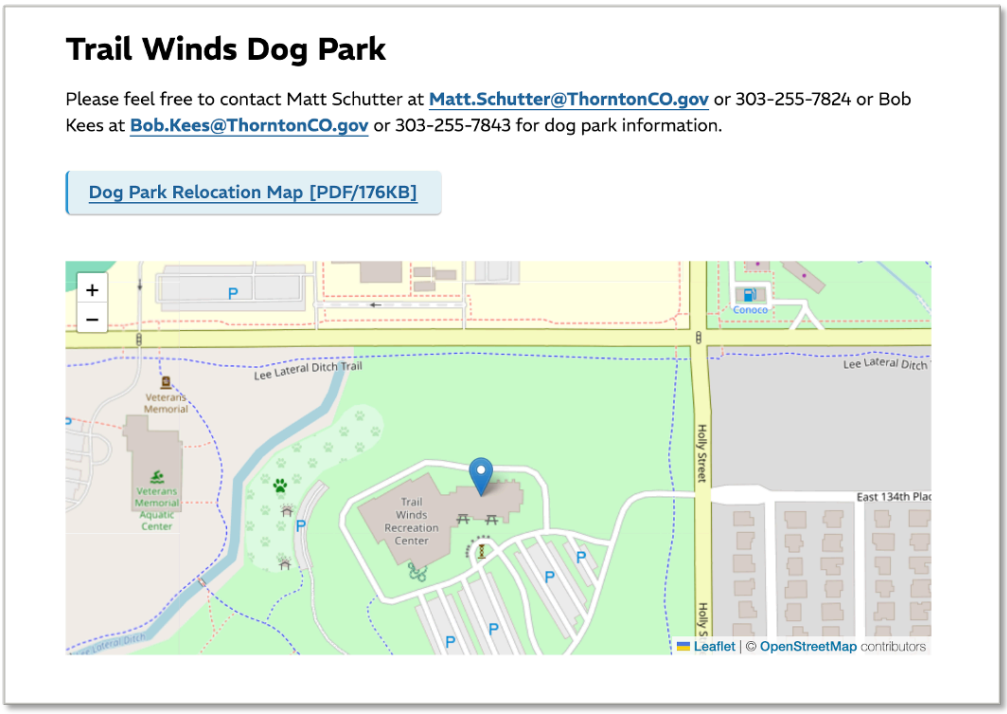
The Approved Ordinances feature on the City's website provides residents with transparent, up-to-date access to recently passed ordinances, organized by title and legislative stage. To enhance usability, the section includes a robust search and filter tool, enabling users to easily find ordinances by keywords or reading dates. This ensures community members can efficiently stay informed about legislative actions that impact local governance and daily life.



Recreation Facilities

The Recreation Facilities section provides a centralized view of all recreational venues, enabling users to easily explore the full range of options in one place. A user-friendly filter allows visitors to sort facilities by specific amenities—such as classrooms, indoor playground, dance studio, climbing wall, etc.—helping them quickly find locations that meet their needs. Each facility has a dedicated page with detailed information, including contact details, hours of operation, available services, and relevant guidelines or resources. Additionally, a Leaflet map on each page offers a visual, intuitive way to explore facility locations.





Single Sign On

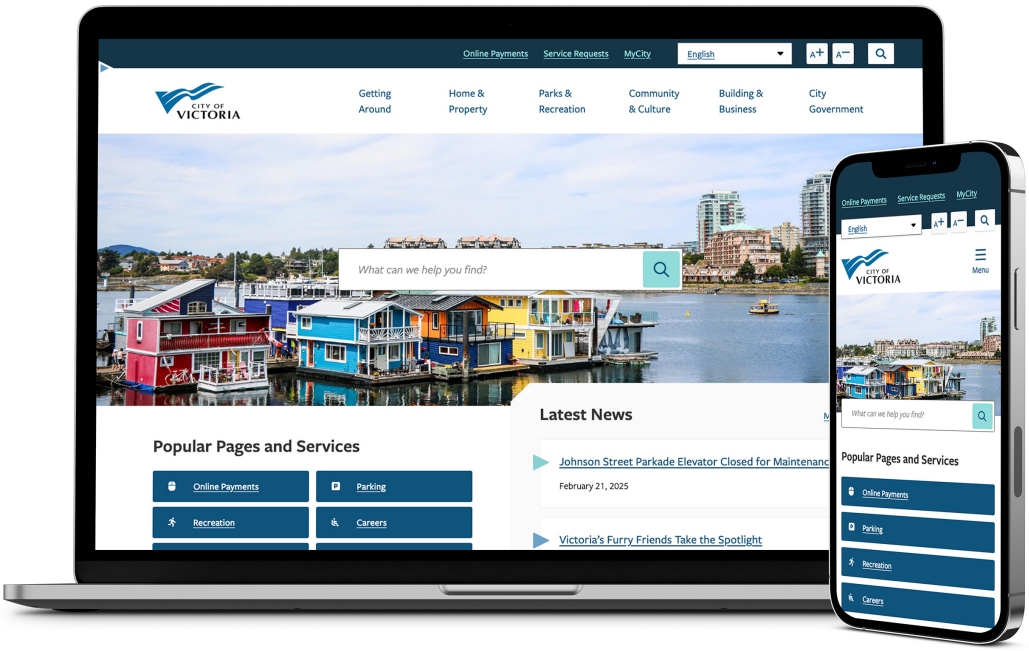
The City's website includes sophisticated user workflows and role-based permissions to support efficient content management across departments. To enhance security and streamline access, Upanup also implemented Single Sign-On (SSO) integration using Microsoft Entra ID (formerly Azure Active Directory).

Final Product

The City's new website launched in August 2024, and won a 2024 Pinnacle award celebrating excellence in digital government innovation. Upanup continues to provide ongoing hosting and support services to ensure the website remains secure, reliable, and adaptable as the organization grows.

Client Example 3 (CA)

City of Victoria, BC - victoria.ca



Client	The City of Victoria, the capital of British Columbia, is celebrated for its stunning coastal landscapes, historic architecture, and thriving tourism industry. With a population exceeding 90,000, Victoria serves as a central hub for government, business, and culture on Vancouver Island. To meet the needs of its growing digital audience, the City sought a modern and accessible website to better serve residents, businesses, and visitors.
Relevance	Upanup selected this project as an example due to its complexity in integrating multiple systems, particularly the integration with Xplor Recreation (formerly known as PerfectMind) for membership management and event registration. Leveraging Drupal's API-first capabilities, the project demonstrated Upanup's capacity to manage complex integrations, ensuring seamless data flow between platforms while maintaining a streamlined user experience. This project highlights Upanup's expertise in building flexible, scalable solutions for municipalities, effectively handling intricate technical requests and delivering a robust digital experience that meets the evolving needs of the City of Victoria.

Description of Scope

Overview	Upanup collaborated with the City of Victoria to redesign its municipal website, creating a more user-friendly and accessible platform for residents, businesses, and visitors. The new website, built on Drupal, enhances navigation, improves accessibility, and integrates advanced features to streamline online interactions. The design emphasizes mobile responsiveness and inclusivity, ensuring all users can efficiently access municipal services. With a focus on

scalability and long-term usability, the new website provides a future-ready digital foundation for the City.

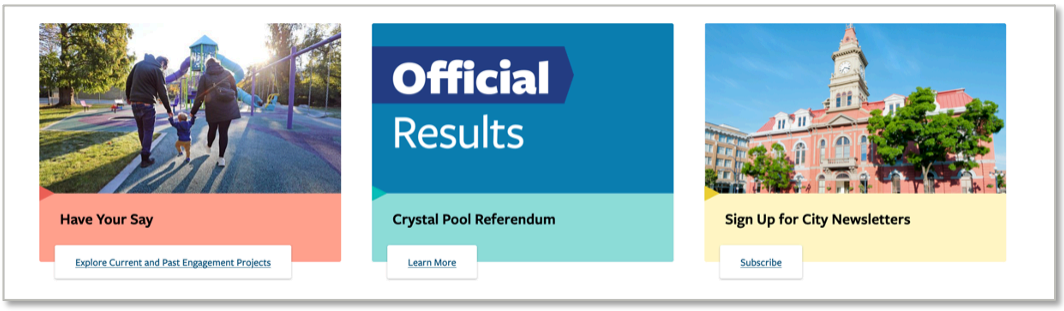
Key Services Provided

- **Custom Website Design & Development**: Redesigned and developed the City's municipal website with responsive layouts, ensuring accessibility and a consistent experience across devices.
- **Sitemap Usability Testing**: Designed a tree test using a draft of the new sitemap. The test was completed by 25 participants, providing information on how navigable the new sitemap was.
- **Content Coordinator Services**: Reviewed and revised existing website content, regularly meeting with City department staff to incorporate their feedback into new content drafts. These drafts went through two rounds of revisions before approval and migration to the new site.
- **Content Governance Guide**: Assisted the City in developing a content governance strategy for their new site, which included a Content Governance Guide that outlines a content workflow and user roles. We then prepared a presentation of this strategy for their staff as training on the new process.
- **Training:** Provided four comprehensive training sessions, including basic CMS editing, advanced CMS management, writing accessible website content, and webform training.
- **Internal Beta Testing & Launch**: Conducted internal testing with City staff to test functionality to ensure a smooth, successful public launch.

Unique Aspects of the Website

Call-To-Action (CTA) Cards on the Homepage

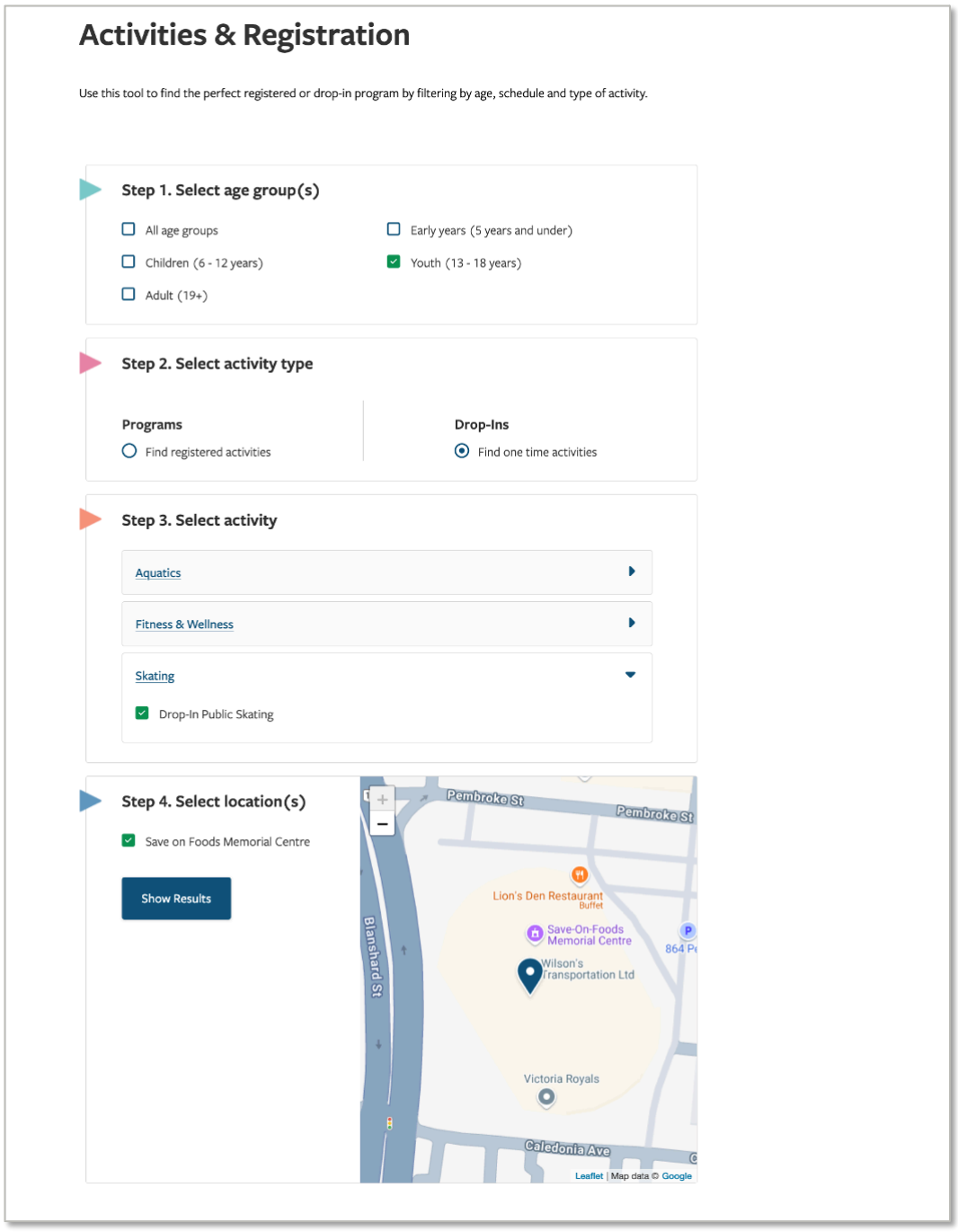
The modern-looking homepage features flexible CTA cards. The row can display one to four CTA links based on needs.



Xplor Recreation Integration

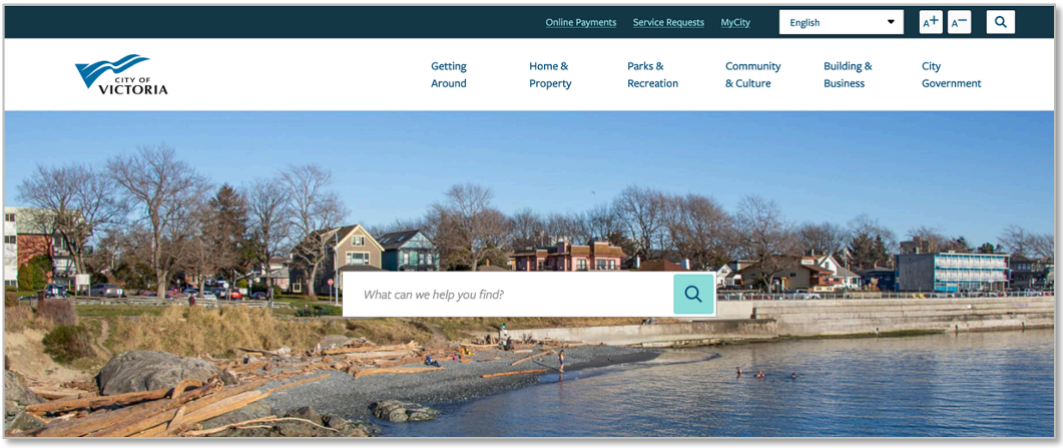
Upanup configured a custom module to integrate Xplor Recreation (formerly PerfectMind), a registration software for activities and recreation, with the City's website via API. This integration enables public users to easily search for available recreation programs through an intuitive, user-friendly interface.

The screenshot below features multiple steps of the Activities & Registration search tool.



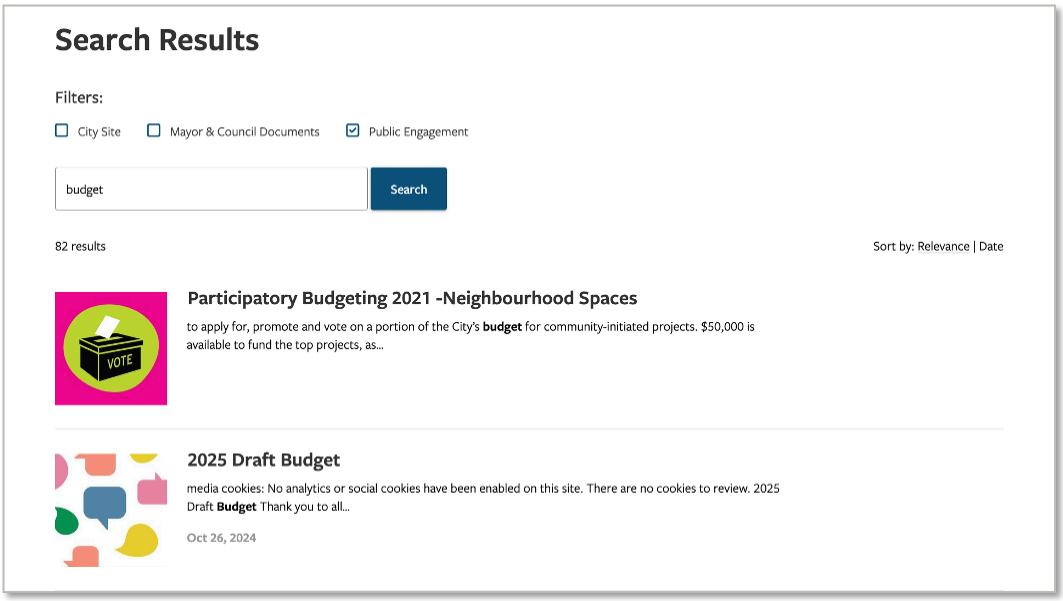
Multilingual and Text Size Adjustment Capabilities

The website was integrated with GTranslate to provide multilingual functionality with a variety of language options for public users. Additionally, a text size adjustment feature was incorporated into the header for easy access across the site.



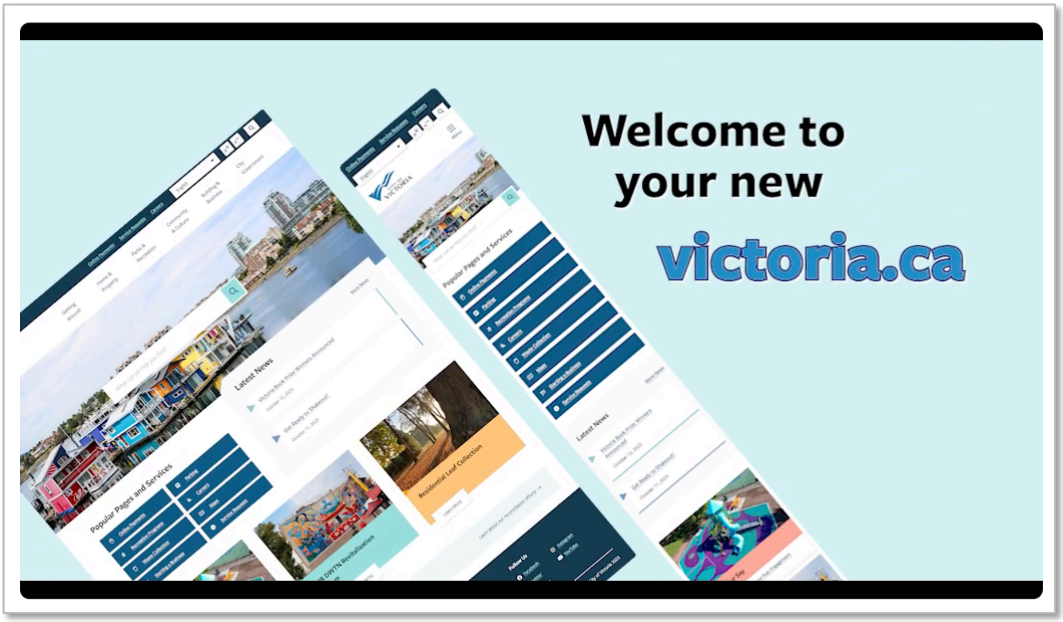
AddSearch Integration

Upanup integrated AddSearch into the City's website for enhanced search functionality, enabling indexing across multiple domains and providing users with easy-to-navigate results across the site's content.



Promotional Launch Video

Upanup created a 1-minute custom video to promote the newly launch website.



Final Product

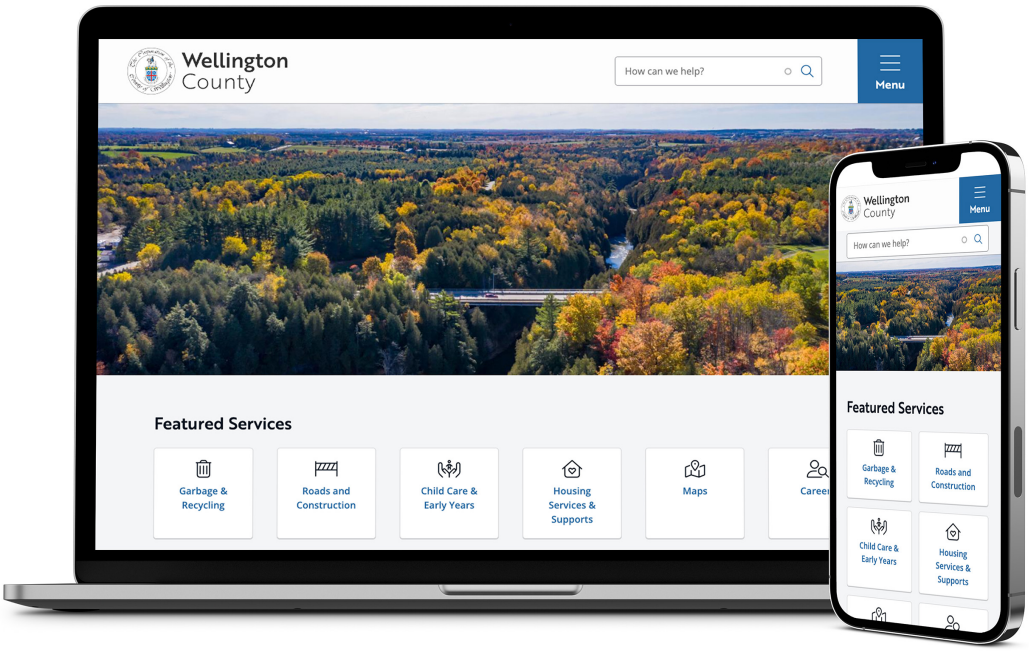
The new website launched in October 2023. Upanup continues to provide ongoing hosting and support services, ensuring the websites remain secure, high-performing, and continually evolving based on the City's needs.

City's testimonial:

> Upanup's support team and the UI/UX team have resolved our issues and created solutions for us so quickly (you are on fire!). Very grateful!
>
> — **Heather Follis**, Digital Services Advisor

Client Example 4 (CA)

Wellington County, ON - wellington.ca



Client	Wellington County is a centre for rural festivities and natural beauty. Named one of the safest, most beautiful places in Canada, Wellington County makes a popular destination for residents and tourists alike. With over 240,000 residents and millions of website visitors every year, Wellington County needed a sleek and user-oriented website redesign to deliver resources for its diverse population.
Relevance	Upanup selected this project as an example due to its similarities to the City's digital landscape, including a transition from a proprietary CMS to Drupal for greater flexibility and scalability. With a strong emphasis on municipal service delivery and accessibility, this project highlights Upanup's expertise in guiding municipalities through successful platform transitions, ensuring long-term scalability, ease of content management, and compliance with provincial accessibility standards.

Description of Scope

Overview	Upanup partnered with Wellington County to redesign its municipal website, enhancing accessibility, usability, and service delivery for residents, businesses, and visitors. The new website, built on the Drupal platform, provides a modern, user-friendly experience with intuitive navigation and a clean design. A key component of the project was improving accessibility by ensuring compliance with WCAG 2.1 AA standards to serve all users effectively. The site also provides several enhanced features and integrations as listed below, making it easier to access essential services. In addition to the municipal website, Upanup developed modern, accessible, and user-friendly websites for the County's Library and Museum & Archives using our turnkey hosted solution on the Drupal CMS. However, to showcase

projects similar in nature to the City's, Upanup has highlighted only the municipal website's key features below.

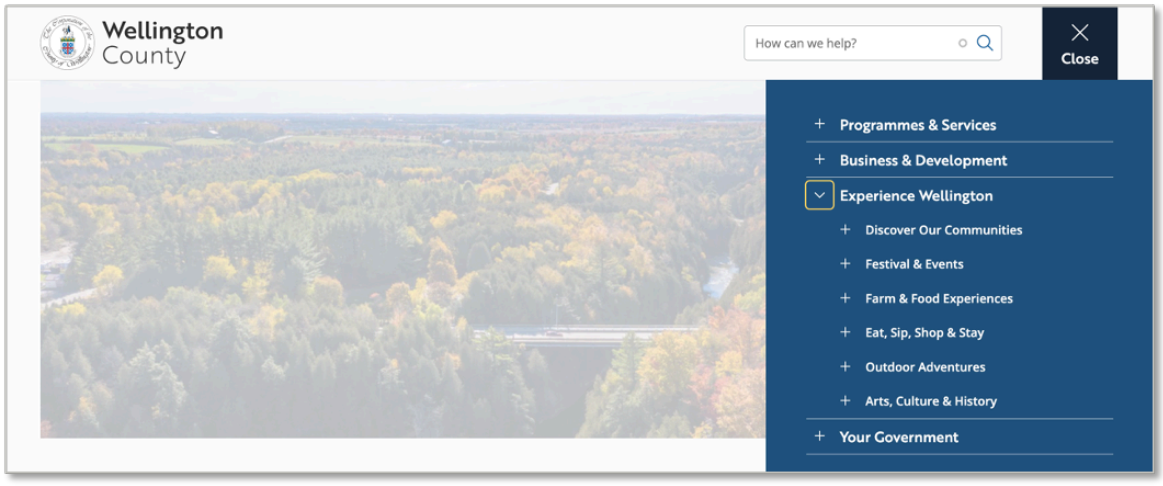
Key Services Provided

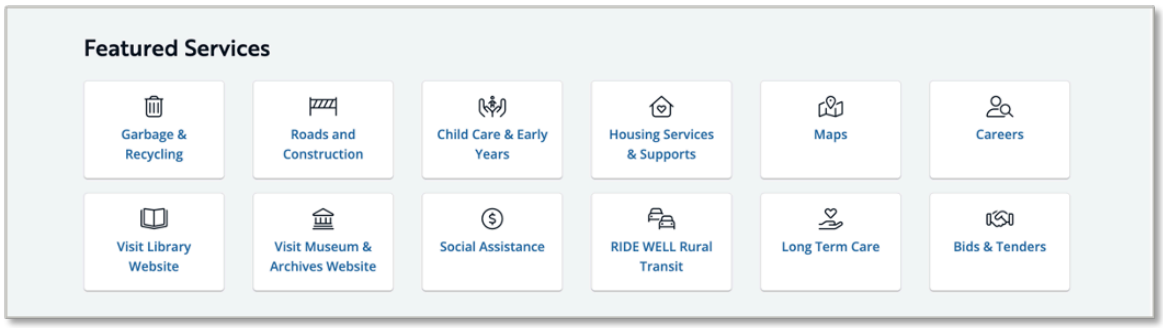
- **Custom Website Design & Development**: Delivered a fully redesigned municipal website tailored to Wellington County's unique identity, with a focus on accessibility and intuitive navigation.
- **Training**: Provided two comprehensive training sessions, including basic CMS editing and advanced technical training, to equip County staff with the knowledge to manage website content effectively.
- **Content Coordinator and Migration Assistance**: While the County chose to handle most content migration in-house for budgetary reasons, Upanup provided content migration training to ensure an efficient process, assisted with setting up import sheets where bulk migrations were possible to save time, and offered content coordinator services to re-style and migrate selected priority pages.
- **Internal Beta Testing & Launch**: Conducted internal testing with County staff to test functionality to ensure a smooth, successful public launch.

Unique Aspects of the Website

Improved Site Navigation

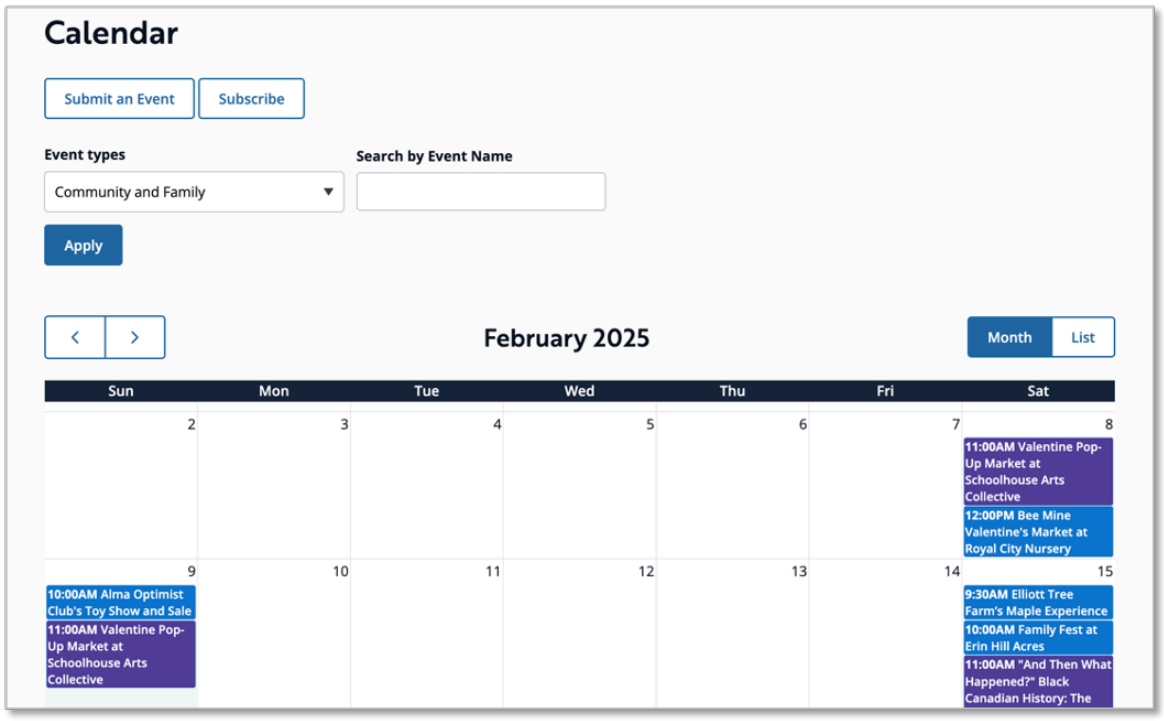
Intuitive mobile-first, hamburger-style menu and enhanced search functionality for quick access to key services.





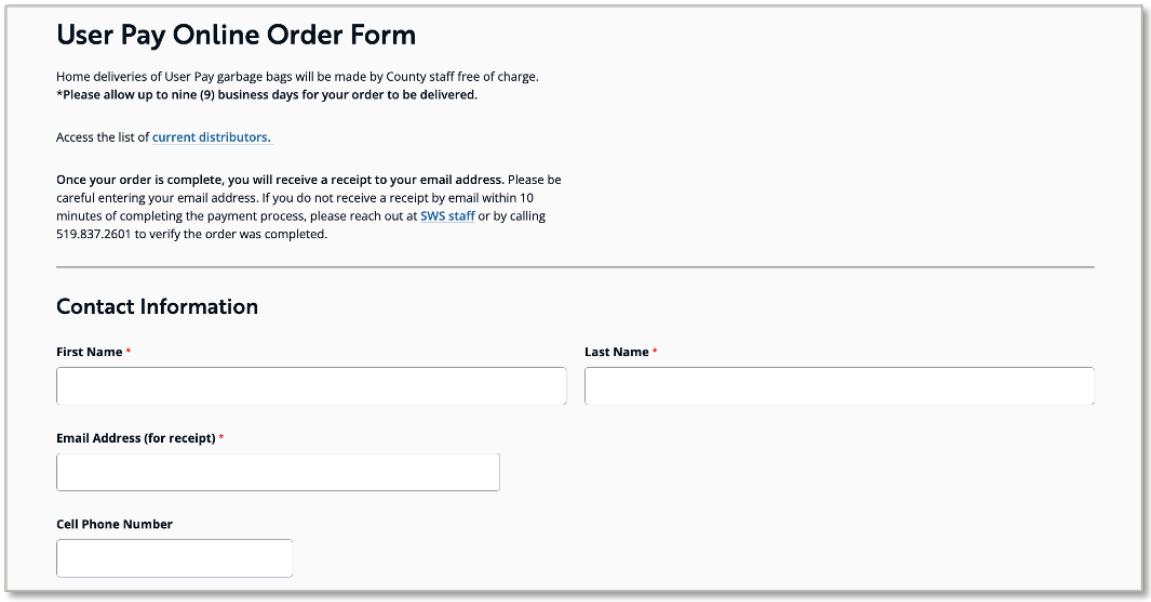
Intuitive Community Events

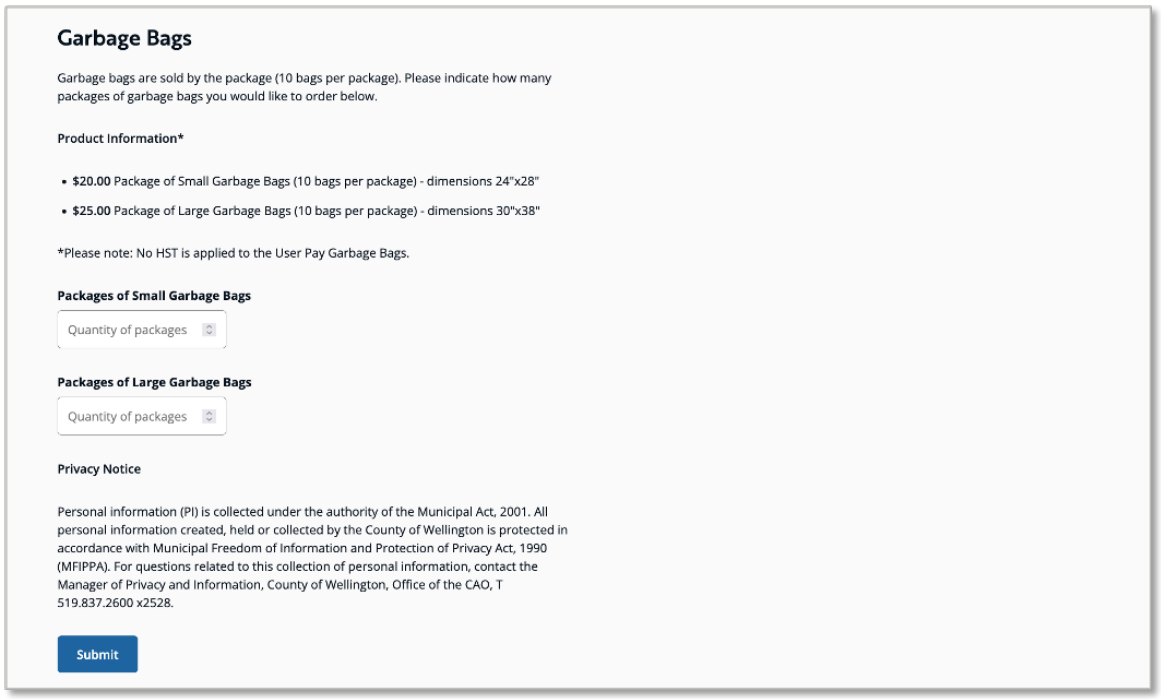
Community events, with "Upcoming Events" row on the homepage, and a colour-coded calendar with filter and search functionality.



Webforms & E-Commerce

We implemented customizable webforms and an e-commerce system with Moneris (payment gateway) integration. This not only replicated the functionality of the legacy website but also introduced additional features to enhance the user experience. As the live webform is long, the screenshot below shows the first and last sections of the form for reference

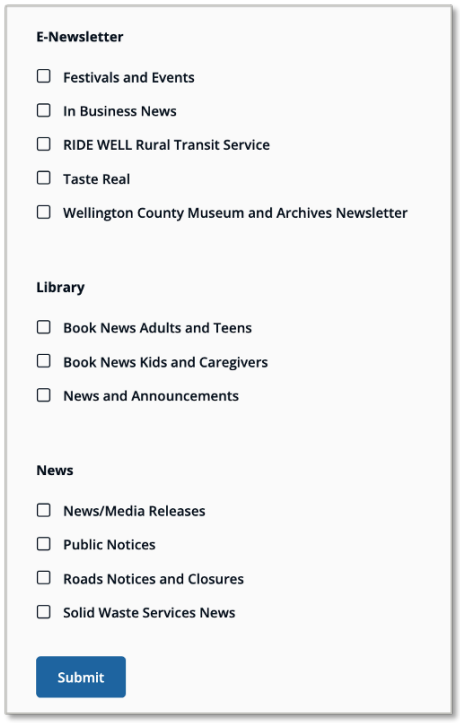




Email Subscription via Constant Contact

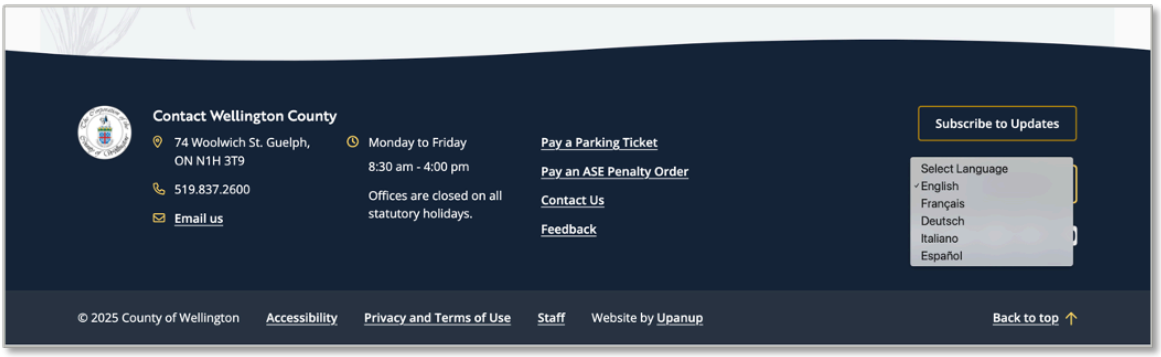
We created a custom Subscribe page that allows users to subscribe categories using multiple checkboxes. This required advanced development and styling, as we built a custom module to integrate with Constant Contact. This feature was a key component for the client and was designed to match the functionality they had in their legacy site.





Multilingual Capabilities

Upanup integrated the County's website with GTranslate tool for multilingual capabilities to serve a diverse community. The tool is placed in the footer, with selected languages of the County's choice.



Secure Page Content Type

For the County's housing providers, we implemented a secure content type to ensure sensitive information was safely stored and easily accessible.

Business Directory Dashboard in the Back End

To accommodate the large volume of businesses, we developed a separate content dashboard in the back end just for the Business Directory content type. This makes it easier for staff to manage and search through thousands of directory entries without cluttering the main content dashboard. Users can filter directory entries by categories and export search results as Excel files for added convenience.

Single Sign-On (SSO)

For secure user access, we integrated Single Sign-On (SSO) with Microsoft Entra ID (formerly known as Azure Active Directory). This streamlined login process improves security and access management.

Final Product

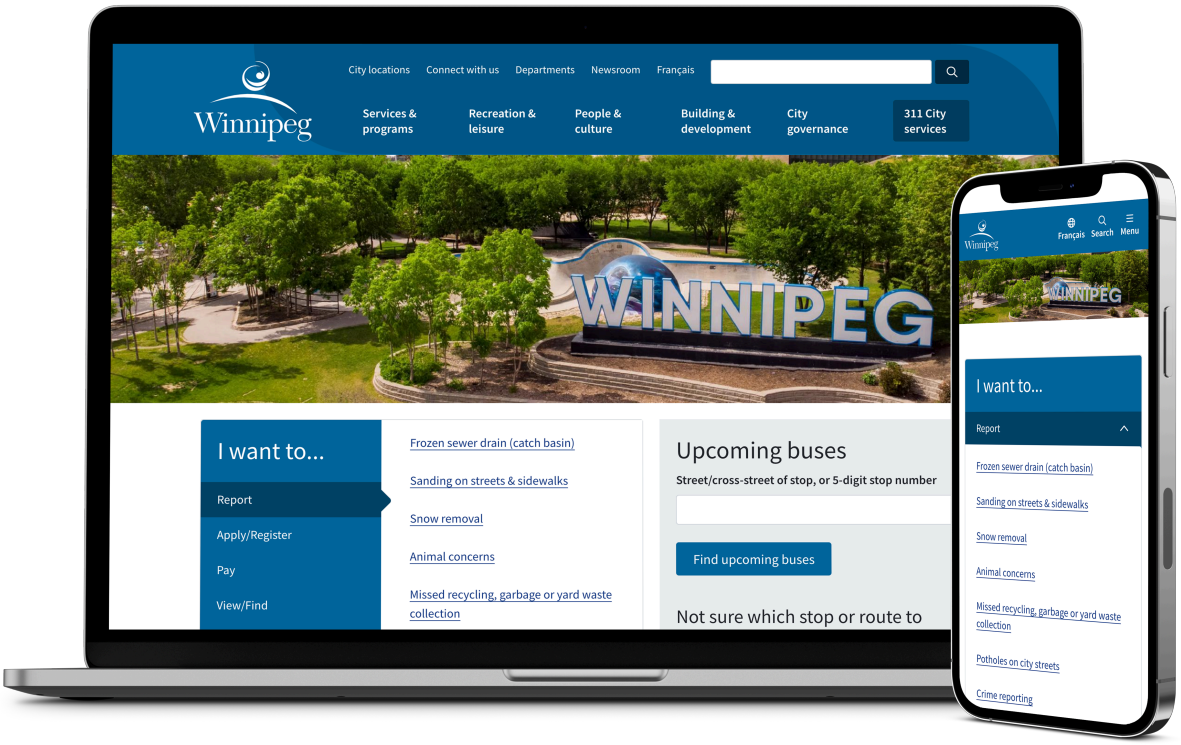
The new website was launched in June 2024. Upanup continues to provide ongoing hosting and support services, ensuring the website remains secure and functions smoothly.

County's testimonial:

> You gave us what we expected and even exceeded our expectations!
>
> — **Rachel Wilson**, Manager, Privacy and Information

Client Example 5 (CA)

City of Winnipeg, MB - winnipeg.ca



Client	The City of Winnipeg is a vibrant cultural hub and the capital of Manitoba. Known for its rich history, diverse arts scene, and welcoming community, the City is home to over 780,000 residents. As the seventh-largest city in Canada, the City's website serves as a vital resource for residents, businesses, and visitors, requiring a modern and user-focused digital experience.
Relevance	Upanup selected this project as an example due to its complexity and the extensive range of unique features and major integrations implemented for the City of Winnipeg. This project showcases Drupal's flexibility and scalability in supporting a large municipality with diverse digital needs, from interactive service tools to advanced integrations that enhance both user experience and internal workflows. The City's evolving website demonstrates Upanup's ability to collaborate with municipalities to develop tailored solutions that adapt to growing demands while maintaining accessibility, efficiency, and long-term sustainability.

Description of Scope

Overview	The City of Winnipeg has a unique and diversified economy and hosts many exciting and multicultural events. Upanup was very excited to have this opportunity to work with the City to enhance its website. The City wanted a new, responsive, and service-driven website that would be easy to use and accessible for all users, with content provided in both English and French. Their existing website was difficult to edit and did not provide a user-friendly CMS for website administrators. Drupal's flexibility and scalability to meet users' needs (both internal and external) were determining factors that led the City to select it as its new content

management system (CMS) of choice. The City's new website is much more intuitive for its various audiences, as well as internal website administrators and editors. The new site includes unique and easy-to-use tools and features, offering improved navigation so users can efficiently find the information they are looking for.

Key Services Provided

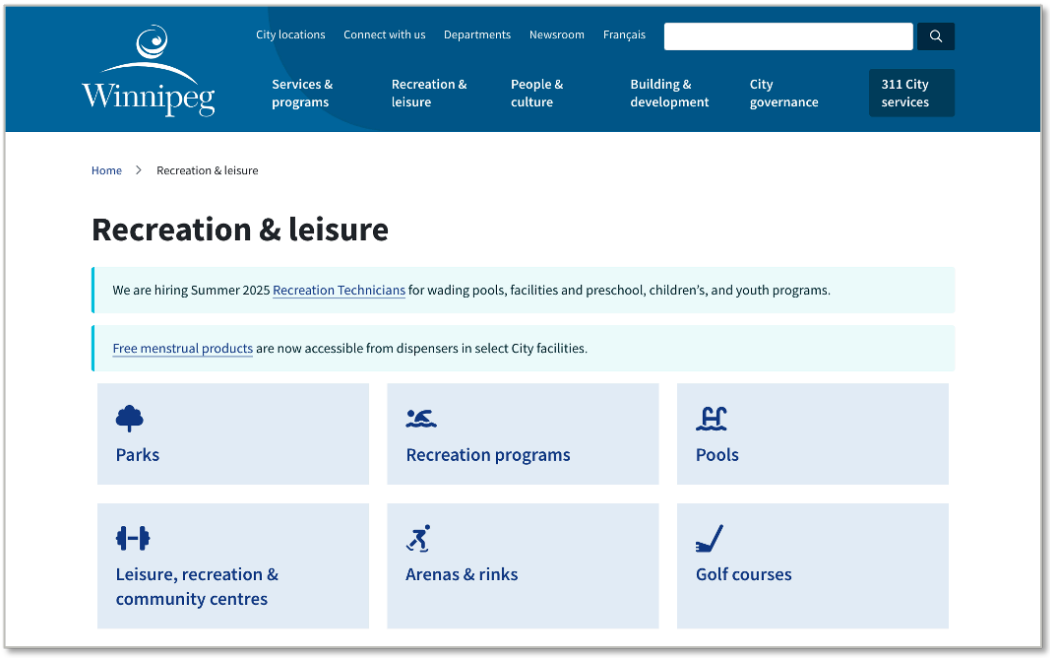
- **Website Redevelopment**: The City requested Upanup to retain the existing theme and design system to build a new CMS in Drupal, which was the key component of this project as the City previously did not have a CMS.
- **UX & Accessibility Improvements**: While adhering to the City's requirement to maintain the existing design, Upanup conducted a design review focusing on opportunities for improvement in user experience and accessibility. Our project team presented recommendations for user experience best practices to the City, based on the findings.
- **User Testing**: Upanup conducted a community survey and a card sorting exercise to gather feedback from various groups and users. We merged the old and new design systems and created layouts based on service-based architecture.
- **Sitemap Recommendations**: Upanup provided a new recommended sitemap that is more intuitive and user-focused, as opposed to being departmentally focused, as it was on the legacy site.
- **Training:** Upanup provided two comprehensive training sessions, including basic CMS editing session and content migration focused session.
- **Internal Beta Testing & Launch**: Upanup conducted internal testing with City staff to test functionality to ensure a smooth, successful public launch.

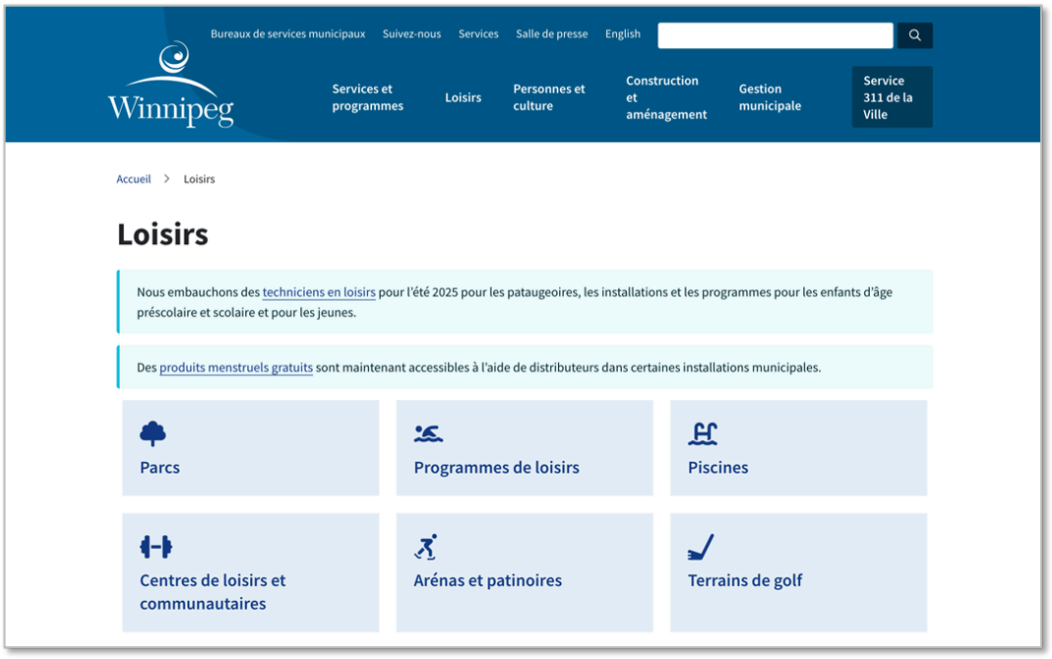
Unique Aspects of the Website

Fully Bilingual Setup (English and French)

Upanup implemented bilingual functionality (English and French) across the website, ensuring that all content, including menu items, is fully translatable by staff. An English/Français toggle option is prominently displayed in the header, providing easy and accessible language switching throughout the site.

The screenshots below showcase the same webpage in both English and French, demonstrating the bilingual functionality of the mirror site.

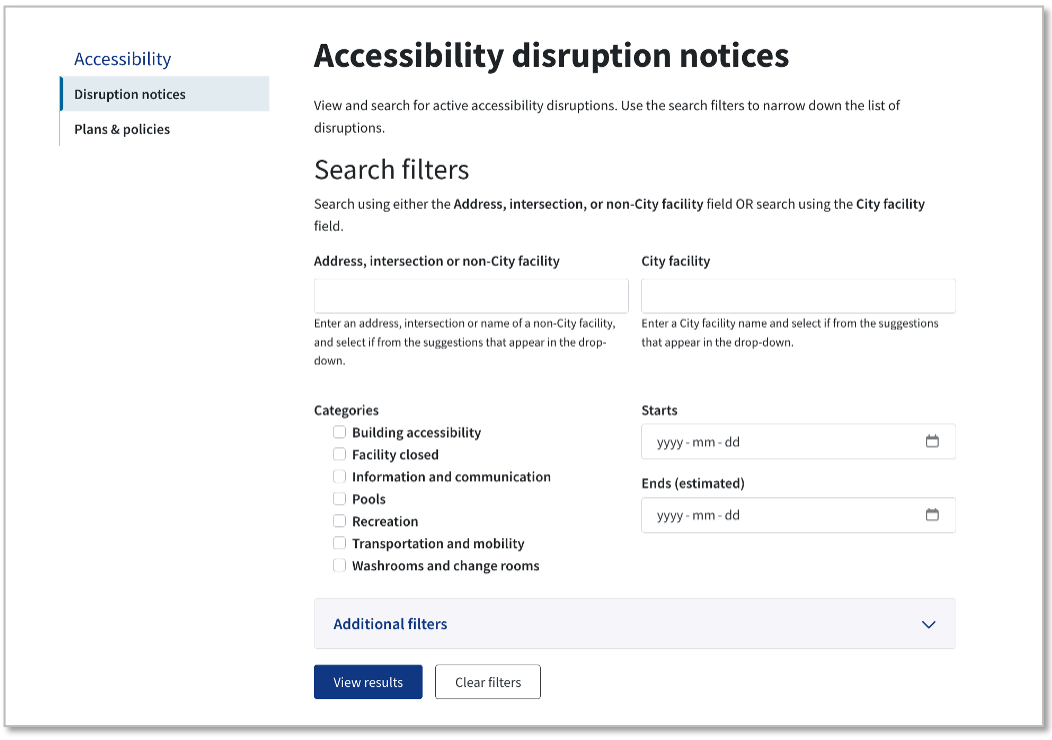




Opendata Accessibility Disruption Integration and Reporting Component

Post-launch, Upanup has since collaborated with the City on many projects including the creation of a unique content type for displaying a centralized list of accessibility disruptions. This feature includes both a map and list view, allowing residents to easily access information about accessibility disruptions to City of Winnipeg services and locations. Users can filter disruption details by various categories for enhanced usability.

The first screenshot below shows the search filters, allowing users to refine results by categories, dates, and other criteria. The second screenshot displays the next section of the page, featuring an interactive custom map with API integration to consume data from Winnipeg's transit and sidewalk API. The map is followed by a list of filtered results for easy navigation.



HTML Document Content Type

The City aimed to adopt an HTML-first approach to document creation, prioritizing accessibility over traditional PDF formats, which may not always be fully accessible. To support this vision, Upanup developed an HTML document content type, enabling a more accessible and user-friendly documentation system while reducing reliance on PDFs. This content type includes the following fields that content editors can populate in the back end:

- Report/Document title
- Publishing date
- Document type (e.g., Strategic plan, Policy, Study, Report, Guide)
- Topic
- Status (e.g., Draft, Final)
- Summary and summary keywords for a short blurb about the document, which also enhance content searchability
- Body for content with the ability to add content type components such as text, images with descriptions, accordions, tables, etc.

The sidebar navigation for documents using this content type was configured to be auto populated from document headings using anchor heading elements.

Print styles for documents were also configured so the page can be saved and downloaded as PDFs if public users wish to.

For example, the screenshot below shows the first part of the HTML document, which indicates a document type (Report), a document name (2024 Citizen Satisfaction Survey), publishing date (June 2024, Updated December 10 2024), sidebar navigation as a table of content, including a linked PDF version and a 'Print this page' button, which also allows users to print or save the page as PDF if desired.



The screenshot below shows the ability to add images with captions and descriptions. In this example, the City added a brief caption under a map image, and added a longer description using an accordion component to describe the figure in detail.

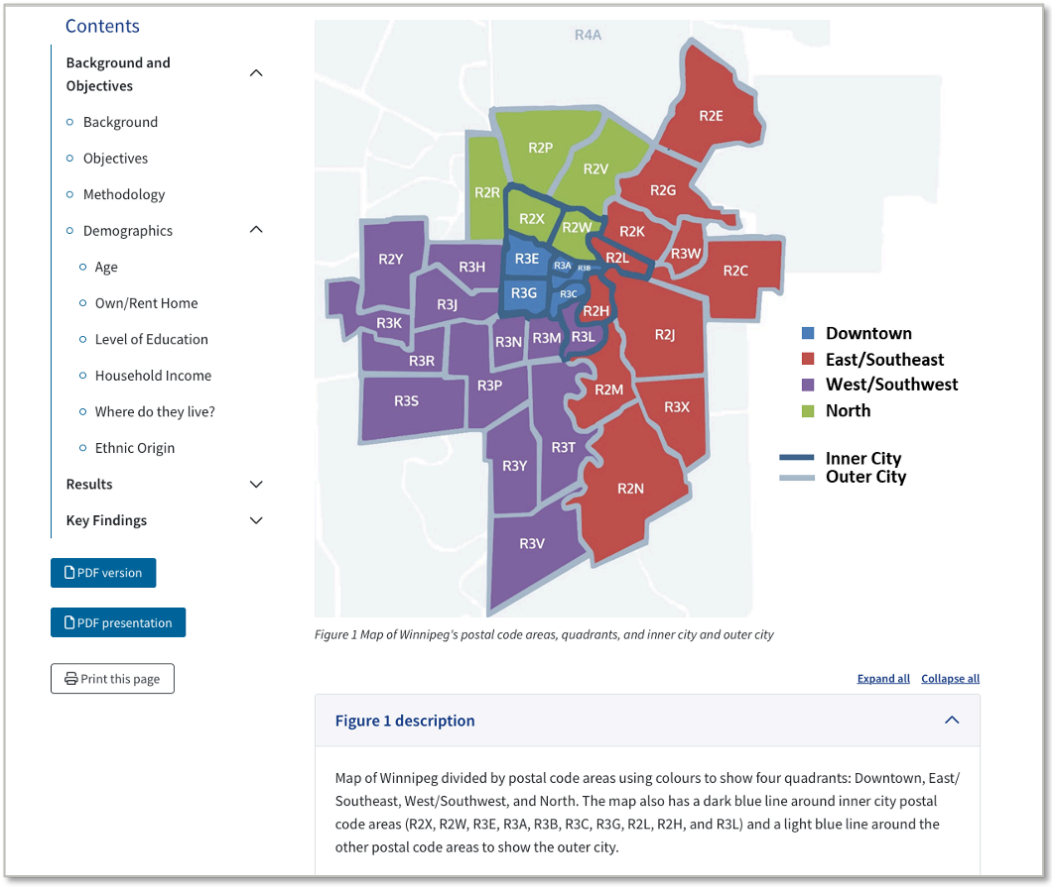
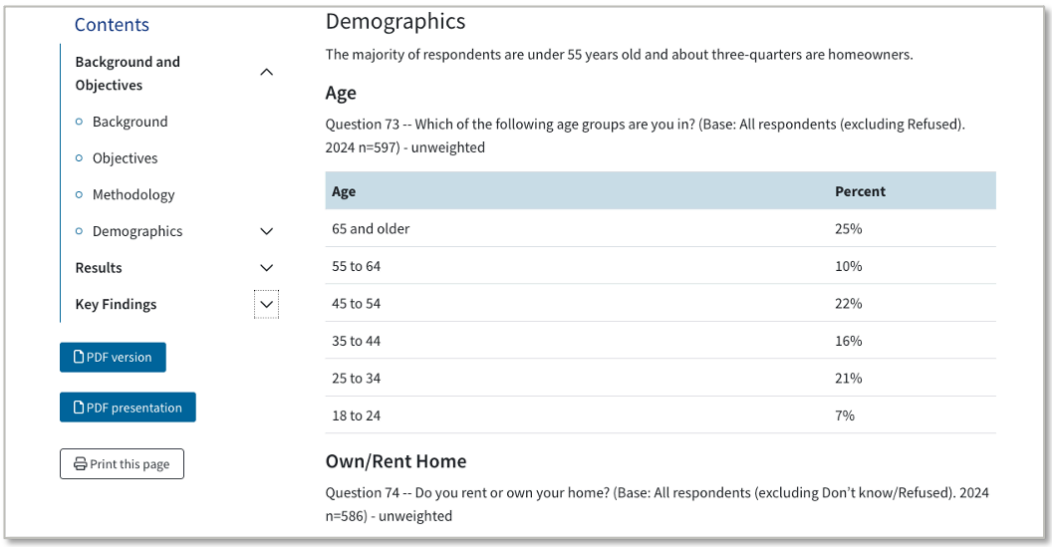


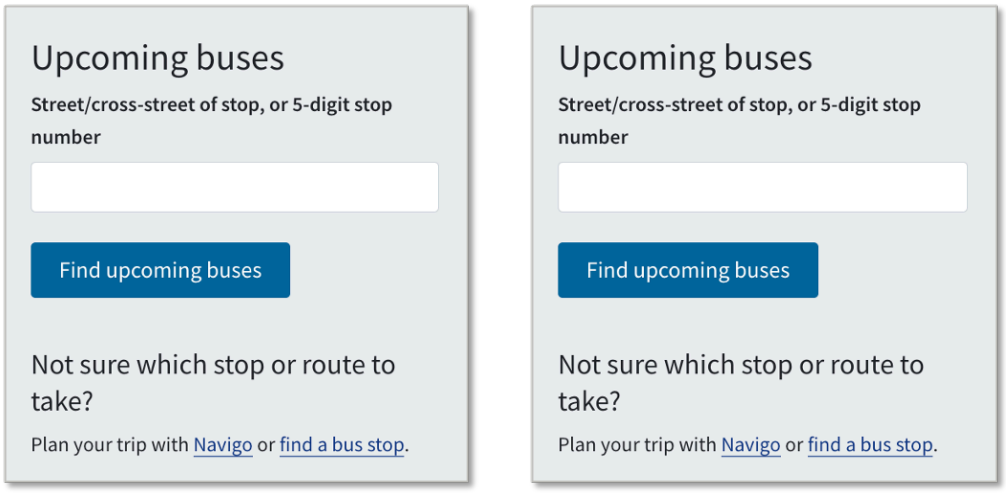
Figure 1 Map of Winnipeg's postal code areas, quadrants, and inner city and outer city

The screenshot below highlights the content with a table that is styled based on the website's design system.



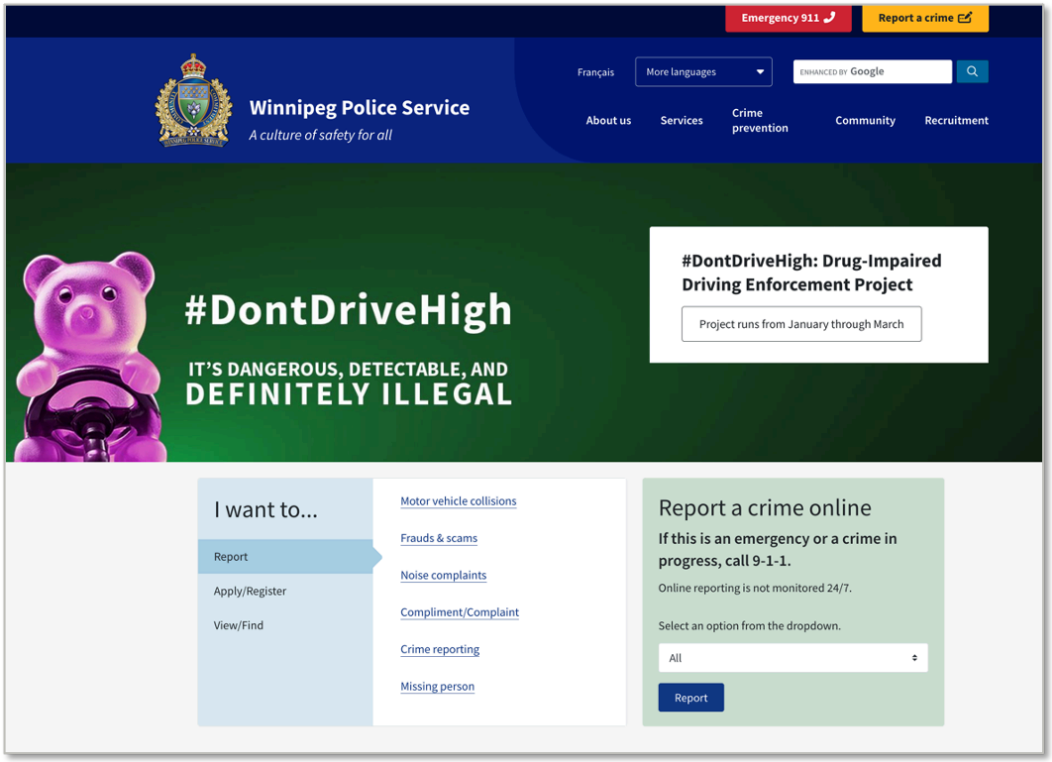
Upcoming Buses Custom Module

The website included a Transit custom module with an API key configured to enable the lookup of upcoming buses.



Police Section

In addition to the main website, we also custom designed and built the Police section of the Winnipeg website (that did not exist as part of the legacy website). This Police section has a different look and feel (i.e., a secondary theme designated to this section) while still matching the main theme/design.



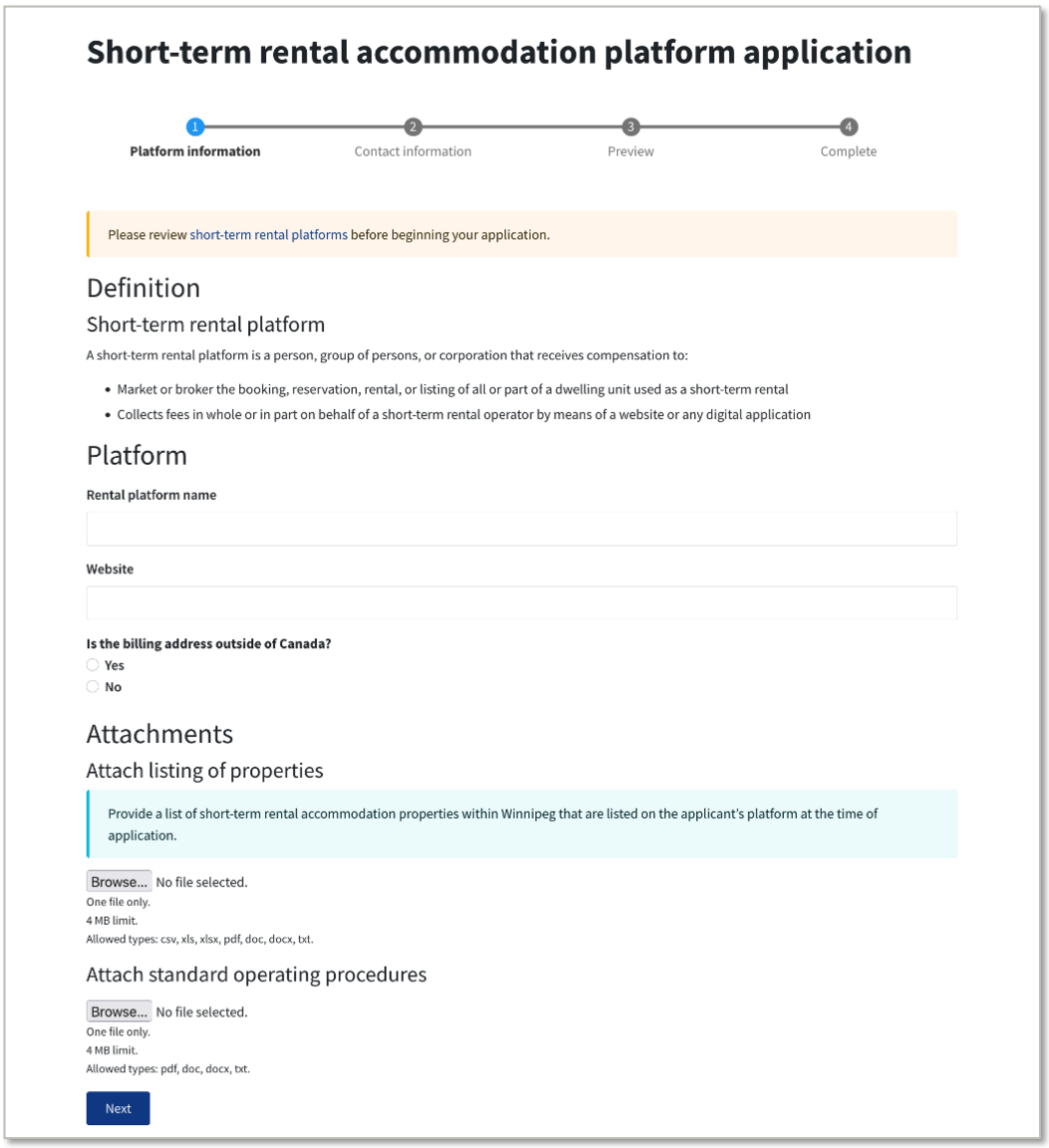
Azure AD integration for Single Sign On (SSO)

The City's website also has very complex user workflows and roles and Upanup configured single sign on using Microsoft Entra ID (formerly Azure Active Directory).

eCommerce Integration

Upanup implemented a Drupal eCommerce integration to the online payment processor Global Payments, with record management. This has helped the City collect processing fees for 600+ new short-term rental accommodation licensing applications in the first few months alone.

The below screenshot only shows the first part of a multi-step eCommerce form application.

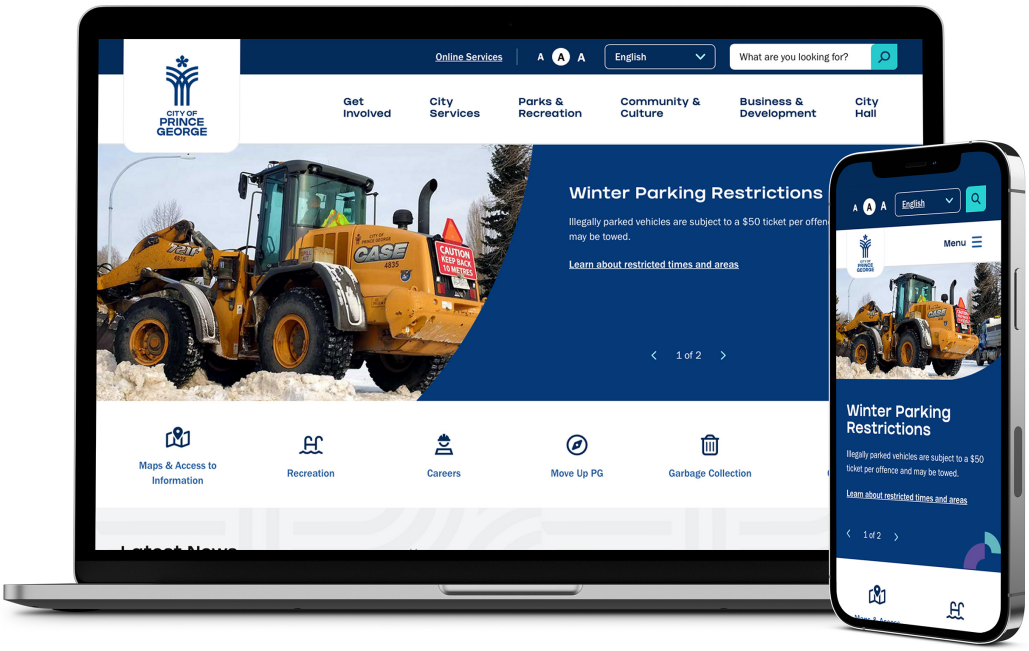


Final Product

The new website launched in November 2022, with Upanup providing ongoing managed hosting through Amazon Web Services (AWS) at the Enterprise level, including four application servers and one file server. Additionally, we continue to support the City with technical services, developing new features to meet its evolving needs.

Client Example 6 (CA)

City of Prince George, BC - princegeorge.ca



Client — As the largest city in the northern part of British Columbia, the City of Prince George is a thriving centre for industry, education, and outdoor adventure. Home to over 76,000 residents, the City plays a key role in connecting northern communities. With a strong focus on economic development and public engagement, Prince George required a dynamic and user-centric website to support its evolving digital needs.

Relevance — Upanup selected this project as an example due to its alignment with the City's digital goals, transitioning from a proprietary CMS to Drupal for improved flexibility, scalability, and content management. Prince George's website redevelopment focused on enhancing user experience, streamlining municipal service delivery, and ensuring long-term sustainability. This project demonstrates Upanup's ability to support municipalities in adopting modern, accessible, and future-ready digital platforms that meet evolving community and administrative needs.

Description of Scope

Overview — The City of Prince George engaged Upanup to redevelop their municipal website using the Drupal CMS. While retaining the existing website design look-and-feel at the City's request, Upanup provided an accessibility audit of the website design and delivered an improved design based on the accessibility audit results. The new Drupal site was built to improve accessibility and usability, and especially enhance the website navigation, which previously caused a lot of confusion for users. We also helped the City fix several inconsistent design and accessibility issues, bringing not only a positive user experience to their target audiences but

also internal efficiencies for staff. After the website launch, Upanup collaborated with the City on a Website Branding Design Consultation and Implementation project for website design updates that align with the City's updated branding guidelines.

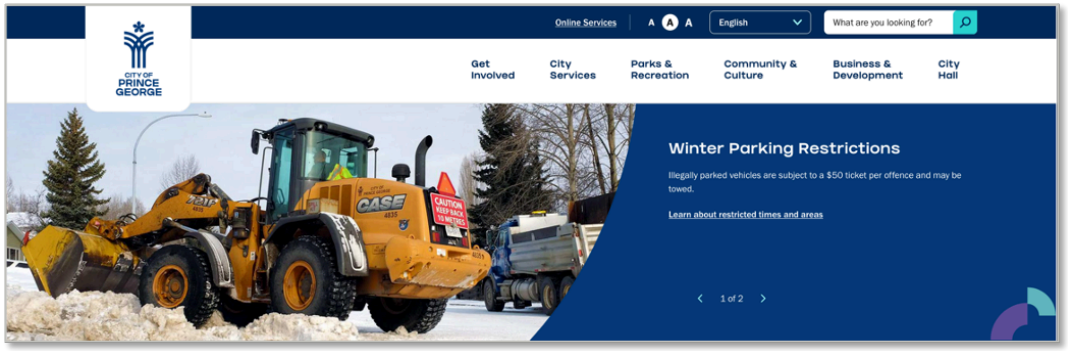
Key Services Provided

- **Website Redevelopment:** Upanup redeveloped the legacy website to transition from a proprietary CMS to Drupal for enhanced flexibility, scalability, and accessibility. This project also included amalgamating two microsites into the main website.
  - Following the main website's launch, Upanup continues to work with the City on many other standalone websites, including:
    - Move Up Prince George website: moveupprincegeorge.ca
    - Invest Prince George website: investprincegeorge.ca
    - Civic Centre website: princegeorgeciviccentre.ca
    - CN Centre website: cncentre.ca
- **Accessibility Audit & Updated Design**: While the City opted to retain its existing design, Upanup conducted an accessibility audit and recommended design adjustments to enhance the website's accessibility.
- **Sitemap Recommendations**: After the accessibility audit, a new sitemap was proposed to improve navigation, streamline content organization, and enhance the user experience for all visitors.
- **Training**: Upanup provided two comprehensive training sessions, including CMS administration and content training.
- **Internal Beta Testing & Launch**: Upanup conducted internal testing with City staff to test functionality to ensure a smooth, successful public launch.

Unique Aspects of the Website

Text Size & Language Adjustment Capabilities

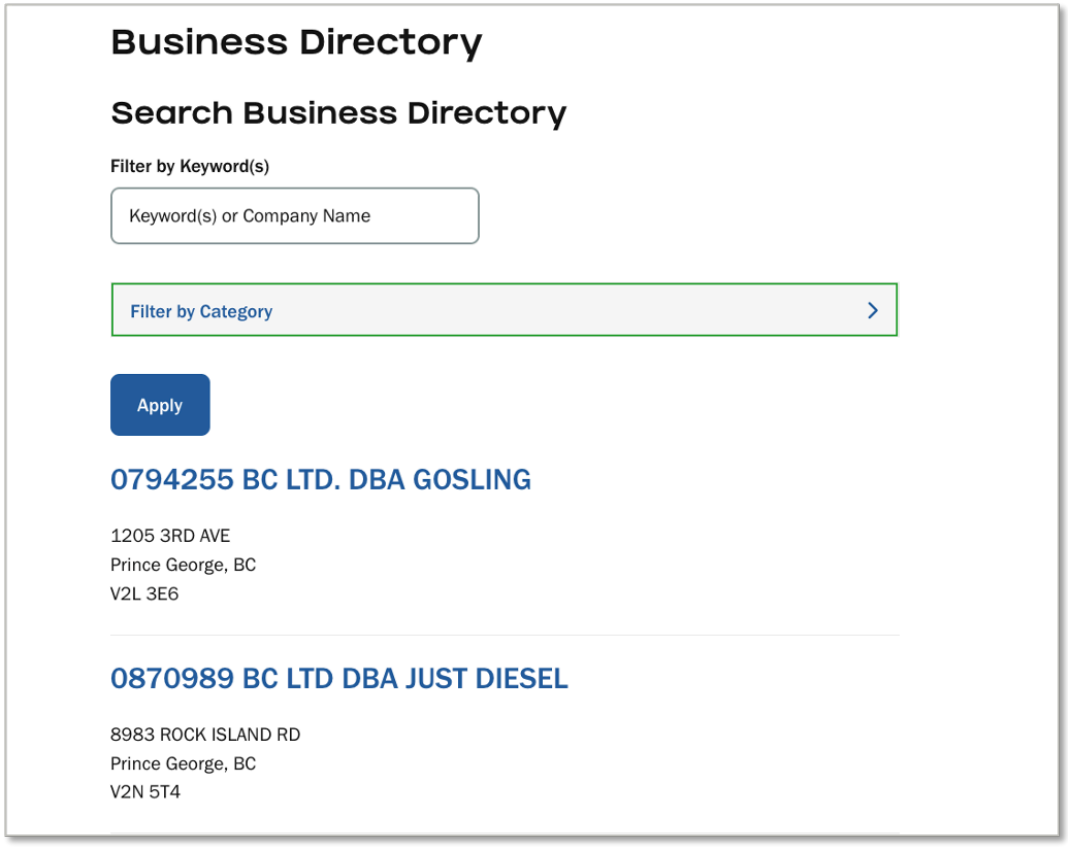
The website was integrated with GTranslate to provide multilingual functionality, offering languages selected by the City. Additionally, a text size adjustment feature was incorporated into the design. Both options are prominently displayed in the header for easy access across the site.

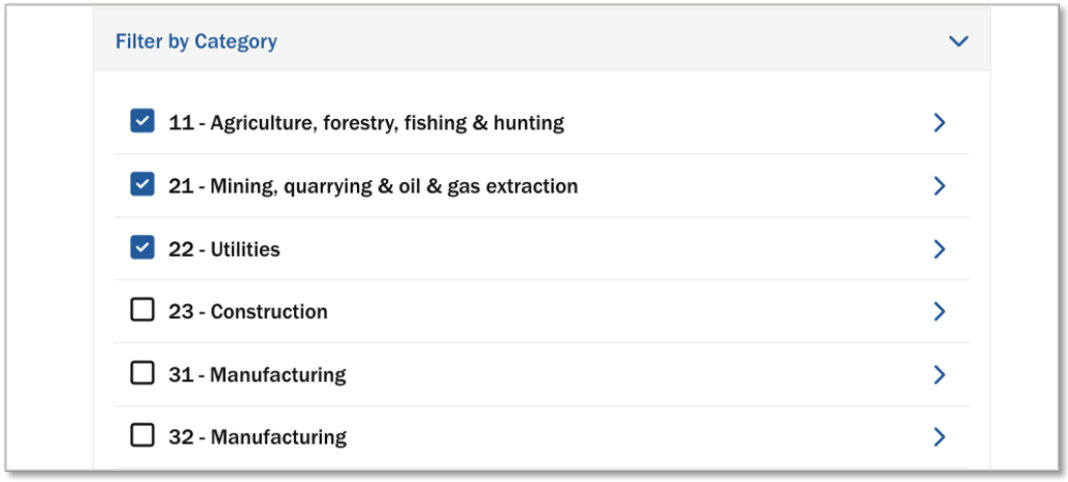


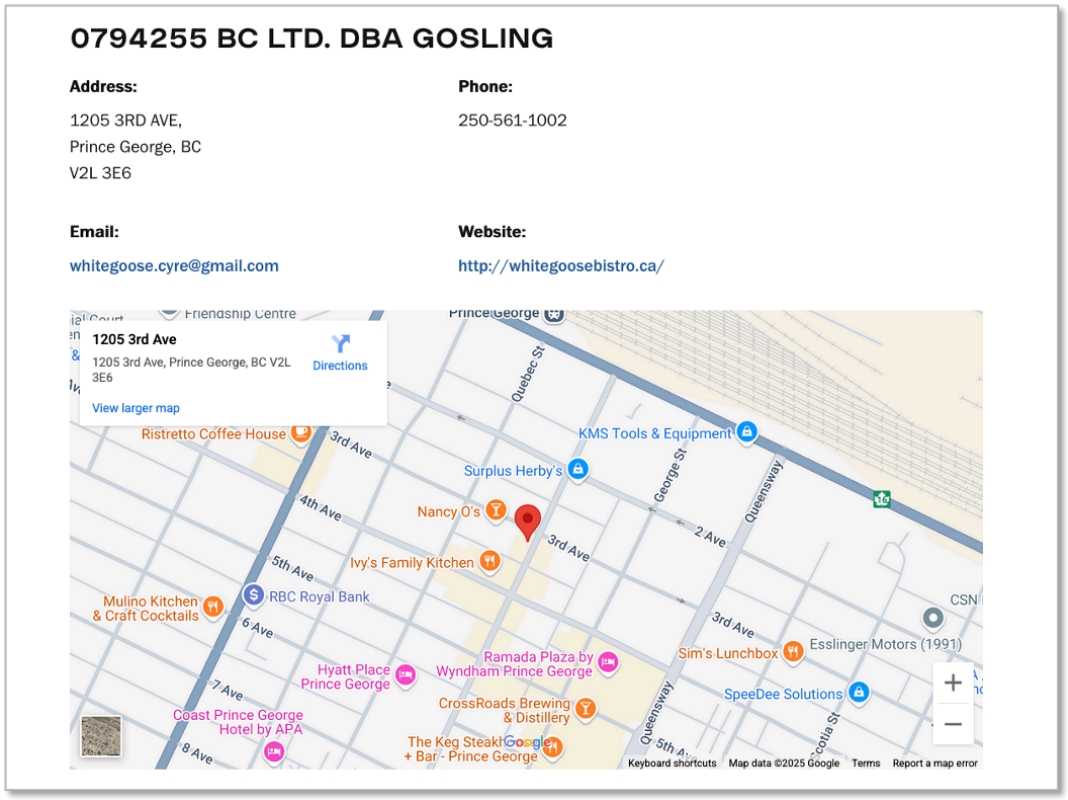
Business Directory Content Type

Unlike the legacy website, which relied on a proprietary system requiring a separate ongoing subscription for the Business Directory module, Upanup redeveloped the directory as a built-in Drupal content type, eliminating ongoing costs for the City. This enhancement also included integration with the City's Tempest permitting and licensing system, ensuring seamless synchronization of business information with the website.

The first two screenshots show the list view with filters, allowing public users to easily search for businesses. The third screenshot highlights the individual business view, displaying detailed information along with a map for location reference


Business Directory
Search Business Directory
Filter by Keyword(s)
Keyword(s) or Company Name
Filter by Category
Apply
0794255 BC LTD. DBA GOSLING
1205 3RD AVE
Prince George, BC
V2L 3E6
0870989 BC LTD DBA JUST DIESEL
8983 ROCK ISLAND RD
Prince George, BC
V2N 5T4


Filter by Category
11 - Agriculture, forestry, fishing & hunting
21 - Mining, quarrying & oil & gas extraction
22 - Utilities
23 - Construction
31 - Manufacturing
32 - Manufacturing



Final Product

The new website was launched in December 2022. We continue to support and host the City's municipal website and standalone microsites, as well as collaborate with the City on various other website enhancement projects.

City's testimonial:

> There isn't enough space to write all of the good things I'd like to say about my experience with Upanup, so I'll focus on the highlights. The communication and direction was excellent. We never felt like we weren't being heard, and Upanup is very forward with providing great ideas and solutions.
>
> — **Luke Reid**, IT Manager

Award-Winning Work

While our focus is not on pursuing awards, we are pleased to share the recognition of Upanup's award-winning website designs. The below Awards recognition list is curated for our municipal clients, highlighting Upanup's depth of expertise in that sector.

WebAward

Standard of Excellence | penticton.ca

dotCOMM Awards

Platinum | okotokstourism.ca
Gold | foothillscountyab.ca
Gold | northdundas.com
Gold | collingwood.ca
Gold | penticton.ca

W3 Awards

Silver | okotoks.ca
Silver | colwood.ca

Davey Awards

Gold | quesnel.ca
Silver | nvrc.ca
Silver | slrd.bc.ca

Hermes Awards

Gold | westvancouver.ca
Gold | 100milehouse.com
Gold | cityofgp.com
Gold | rdno.ca
Gold | fortstjames.ca

Vega Awards

Centauri | notl.com
Centauri | delta.ca
Centauri | investsurrey.ca
Arcturus | smithers.ca

AVA Awards

Gold | rdno.ca
Gold | collingwood.ca
Gold | abbotsford.ca
Gold | ylw.kelowna.ca
Gold | investsurrey.ca
Gold | vernon.ca
Gold | okotoks.ca
Gold | csrd.bc.ca

Communicator Awards

Excellence | clearview.ca
Distinction | 100milehouse.com
Distinction | discoversouthcariboo.ca
Distinction | king.ca
Distinction | abbotsford.ca

Marcom Awards

Gold | barrie.ca
Gold | smithers.ca
Gold | smallhallsfestival.ca
Gold | miabc.org
Gold | comoxvalleyrd.ca



5. Client References

Upanup is please to provide the below client reference examples. Additional reference examples are available upon request!

Reference #1 - Puget Sound Regional Council (PSRC), Website Redesign & Development	
Company Name:	Puget Sound Regional Council (PSRC), Washington
Company Address:	1201 Third Avenue, Suite 500, Seattle, WA 98101-3055
Contact Name:	Carolyn Downs, Senior Communications Specialist
Contact Information:	Phone: 206-852-1268; Email: cdowns@psrc.org
Date Project Started:	January 10, 2022
Description of Assignment:	The Puget Sound Regional Council ("PSRC") plays a vital role in shaping the future of one of the fastest-growing regions in the United States. Representing a dynamic network of cities, counties, ports, and transit agencies across the central Puget Sound area, PSRC supports sustainable growth, economic vitality, and transportation planning for over 4 million residents. With a broad and engaged audience relying on its digital presence, PSRC needed a modern, accessible website that clearly communicates data, policies, and initiatives to interested parties and the public alike. Upanup selected the PSRC project as a relevant example due to its alignment with the City's priorities around accessibility, regional service delivery, and clear communication of complex content. Like the City, PSRC serves a diverse and growing population, requiring an intuitive, user-focused website that supports strategic planning and public engagement. This project demonstrates Upanup's expertise in delivering modern, accessible designs and scalable websites for government organizations with a broad range of user groups and content needs. Upanup hosts the website and provides ongoing support and maintenance services, ensuring the site functions smoothly and stays secure on an ongoing basis.

Reference #2 - City of Port Coquitlam (portcoquitlam.ca), Website Redesign & Development	
Company Name:	The City of Port Coquitlam, British Columbia
Company Address:	2580 Shaughnessy Street Port Coquitlam, BC V3C 2A8
Contact Name:	Ximena Ibacache, Manager of Communications & Administrative Services
Contact Information:	Phone: 604-927-5499; Email: ibacachex@portcoquitlam.ca
Date Project Started:	April 22, 2024
Description of Assignment:	The City of Port Coquitlam engaged Upanup to redesign their municipal website, portcoquitlam.ca. The City was looking for an attractive, intuitive, service-oriented and accessible website on a user-friendly CMS that would make content management easier for staff. To meet the City's needs, Upanup designed and developed a custom site on the Drupal platform, including engagement activities with the City's community. At the beginning of the project, Upanup facilitated a community survey to gain website feedback from public users and ensure the design would meet the community's needs. We also conducted one-on-one usability testing sessions later in the project, helping further refine the final design. Since the legacy site had a large volume of content, Upanup conducted a content audit (including recommendations to edit, consolidate, or remove content before migration) and provided a new, user-focused sitemap to ensure users can easily access the City's information and resources. The new website features a clean, modern design that spotlights the City's unique story and values. It provides robust functionality, including integration with Microsoft Entra ID to allow single sign-on for staff. The site was built to comply with WCAG 2.2 Level AA and follows Responsive Web Design (RWD) guidelines, offering an optimal and consistent user experience across devices. We continue to provide post-launch, ongoing website support and hosting services to the portcoquitlam.ca website.

Reference #3 - Wellington County (wellington.ca), Website Redesign and Development	
Company Name:	Wellington County, Ontario
Company Address:	74 Woolwich St., Guelph, ON N1H 3T9
Contact Name:	Rachel Wilson, Manager, Privacy and Information
Contact Telephone Number:	Phone: 519-400-3315; Email: rachelw@wellington.ca
Date Project Started:	• Municipal website: August 3, 2023 • Library website: November 22, 2023 • Museum & Archives website: November 22, 2023
Description of Assignment:	Upanup collaborated with Wellington County to redesign its primary municipal website, along with dedicated subsites for the Wellington County Library and Wellington County Museum & Archives. The goal was to create a seamless, user-friendly digital experience while ensuring accessibility, performance, and efficient content management for County staff. The project focused on improving information architecture, streamlining navigation, and enhancing content organization to help users easily access government services, library resources, and museum exhibits. Built on Drupal, the new websites offer a scalable, secure CMS, allowing staff to update content with ease while ensuring WCAG 2.1 AA accessibility compliance. Optimized for performance and mobile responsiveness, all three sites deliver a modern, accessible user experience. The municipal website has a custom design and development approach and features an intuitive menu, enhanced search, intuitive calendar, and integrations with Single Sign-On (SSO), email subscription, GTranslate for multilingual capability, and payment processing. The Library website is a turn-key, hosted solution and provides seamless access to digital catalogues, event listings, and online services. The Museum & Archives is also a turn-key, hosted solution and showcases exhibits, archives, and educational resources.

	Upanup continues to provide ongoing hosting and support for the County's websites to ensure long-term success.

6. Proposed CMS Platform Summary

Proposed CMS Platform Summary

Upanup proposes **Drupal** as the CMS platform for the City of Joplin's website redesign. Drupal is a leading open-source platform trusted by government organizations worldwide. Its proven track record in the public sector makes it a reliable and future-ready solution, well aligned with the City's goals for a secure, scalable, and citizen-focused digital presence.

Unlike proprietary SaaS-based platforms, Drupal is fully open-source. This means the City will retain complete ownership and control of its website and data, avoiding vendor lock-in and recurring licensing fees. Drupal's modular architecture allows seamless integration with a wide range of third-party systems — including CRM, GIS, payment gateways, and engagement tools — which is particularly valuable for municipalities seeking to consolidate and modernize services.

From a technical perspective, Drupal is highly regarded for its robust security framework, maintained by a global community of contributors and a dedicated security team. Its scalability ensures that the City's site can handle both day-to-day traffic and sudden spikes in usage during critical public communications. Drupal also excels in accessibility, multilingual support, and mobile responsiveness, aligning with best practices for modern government websites.

Upanup's certified Drupal developers and digital strategists will oversee the implementation, drawing on extensive experience delivering municipal websites across North America. Post-launch, the City will have flexibility: staff can manage routine content updates with Drupal's intuitive editorial tools, while (if desired) Upanup can provide ongoing support, upgrades, and security maintenance as a trusted partner. This hybrid model ensures both in-house autonomy and expert contractor support, tailored to the City's evolving needs.

CMS Overview

- **CMS name:** Drupal (latest version, which will likely be Drupal 11).
- **CMS type:** Open-source (no ongoing fees like a SaaS proprietary system).
- **CMS hosting:** US-based AWS
- **CMS popularity:** Over 50% of the world's government websites use Drupal — spanning over 150 countries.
- **CMS fit for the City of Joplin:** We recommend the Drupal CMS for the City of Joplin given its flexible, open-source framework that empowers local governments to integrate seamlessly with multiple systems while adapting to evolving community and departmental needs.
- **CMS contractors**: No third-party contractors will be used; the contract with Upanup is solely with Upanup.

CMS Details

Our mission is to create a website that not only meets the City's current needs but also allows you to adapt to new technology and trends as your organization grows. Using Drupal, our proven custom approach provides key features designed for public-sector organizations. The new website will also provide consistency between pages (the website will include several built-in, pre-styled content types, and the ability to create landing pages for campaigns for increased credibility).

The Drupal platform is a world-class framework with next to no limitations and is an open-source CMS that is supported worldwide. Drupal is secure, stable, scalable, accessible, flexible, and configurable—an ideal platform for organizations with diverse staff and audiences. Your new website built on Drupal will provide scalability and can be easily updated and expanded in the future as needed.

Not all Drupal sites are built the same. Over the years, Upanup has tailored and refined our build of the platform to deliver a seamless and intuitive content management experience to our clients, with proven features and functionality for unique organizations like yours. Your staff will find the back end easy to use, regardless of their

technical abilities, and Upanup will train your team in effective website and content management to help you make the most of your new platform.

Features & Functionality Included

The City's new website will include all of the following features and functionality.

- **Mobile** optimized design.
- **Editable** homepage and flexible inside pages.
- **News/Announcements/Notices and News Releases, Alerts, Events Calendar, and Meeting** content types.
- **Directories** for contacts, and businesses.
- **Webform** functionality included (the City can create as many online forms as desired).
    - Turnstile online form challenges, to help reduce spam submissions.
    - Also see the Content Migration scope item, for which webforms come included in the build.
- **Website search** that searches the whole website (note: if separate sites need to be searched as well, please inquire about options).
- **Media** library with optional categories and tags. Media can include documents, audio files, images, and videos.
- **Optional 'dark site'** functionality for emergencies.
- **Easy-to-use** content management system (Drupal 10), with control over page layout and content (e.g. add quick links or accordions on any page).
- **Advanced content management** such as URL redirects.
- **Menu** structure management. Can be restricted to certain users.
- **Staff workflow** and user roles with different levels of site access.
- **Web accessible,** designed and built to WCAG 2.2 Level AA, with built-in accessibility checker and reading-level rating to help with ongoing compliance.
- **Stale Content report** to help keep the site up-to-date.
- **Schedule transitions**, such as pre-setting a news item to publish at a certain date/time.
- **Safety features**, such as a 'trash' which puts deleted items into a holding place for a month before removing.
- **Performance**: memcache, minification, and critical CSS configurations for optimal page loading speeds.
- **Security**: password strength and login policies to reduce authentication vulnerabilities and prevent login form abuse.
- **Translation** (optional): multilingual/translator using Gtranslate.

7. Other Proposed Solutions

Optional Add-Ons

Below we have outlined a few optional add-ons not currently in scope, that are available to the City to be added onto the project for additional fees and timeline if desired.

1. **Staff Intranet; $ + ongoing platform fees**
   Upanup's CiviKit staff intranet solution offers internal organization at its finest. It will help streamline your organization's in-house communication and processes. Our platform is easily accessible, robust, and simple to maintain while helping to connect, inform, and engage your staff. It can even connect with your existing website for a more streamlined workflow.

   An intranet built with best practices will inspire improved communication throughout your organization; our CiviKit Intranet solution by Upanup is built on Drupal and focuses on user experience (UX) to ensure your team can easily navigate the site and find information which will encourage the following:
   a. Employees from any department or team to share their knowledge and relevant data. This will encourage employees to grow as individuals and act as an informal cross-training strategy.
   b. Employees can not only share information but also provide feedback. Ensuring communication goes both ways is extremely important for making progress in any organization.
   c. Centralized communication to reduce the number of emails and meetings making more efficient use of everyone's time.

2. **Custom Technical Website Guide; $10,000**
   A custom technical website guide will have step-by-step instructions specific to the City's exact website design, features, and functionality – such as screenshots, hot-to descriptions, and more.

8. Scope of Work Responses (Tiers 1–3)

Overview

Upanup understands the City's desire to move away from their existing monolithic CivicPlus platform towards a secure, scalable, headless or decoupled architecture that delivers exceptional user experiences across web, mobile and IoT. Our team has delivered more than 300 municipal websites across North America and is confident that we can meet—and in most cases exceed—the City's requirements within the City's $250,000 budget.

Important Note For the City

We kindly ask the City to note that all information provided in this proposal refers to the website redesign and development of joplinmo.org, unless we have specifically stated/referred to the Bike Park website.

Approach Strategy

V2: Accordions have been added to condense the online view.

Accordion

Proposed Methodology

The City's project will follow Upanup's proven multi-phased project approach, refined over hundreds of successful website launches: Planning, Design, Implementation, Preview, Testing, and Launch Approval. This is a waterfall approach, with each phase successfully building on the last.

Project Approach

- **Custom Design Approach**
  We understand the importance of designing a website that is both flexible and forward-looking; the new website will be custom-designed using a UX lens so that it meets your users' exact needs and the City's goals and branding (e.g. logos, colours, font).
- **Proposed CMS**
  Your project will benefit from the globally-trusted Drupal platform. Drupal is a free, open-source platform trusted by high-profile organizations worldwide that offers excellent long-term benefits and wide-ranging support. For the proposed template approach, there are no associated ongoing license fees.
- **Project Management Style**
  We prioritize open communication, flexibility, frequent check-ins to help keep the project on track, and recommendations informed by our extensive experience, all to ensure project success and goal achievement. We focus on fostering positive, lasting relationships where our clients feel comfortable providing feedback. The project team will immerse themselves in the City's unique narrative, understanding those it serves and embracing its vision for the future to create a website solution that provides a true reflection of the City's vision, mission, and core values.
- **Accessibility**
  As a leader in accessibility and user experience, we take a user-focused approach to create solutions that are accessible to all and support to our clients in creating compliant content for their audiences. At Upanup, we are committed to creating web solutions that are accessible for people with disabilities, and we will design and build the new website to comply with **WCAG 2.2 level AA** guidelines. The website will also include a built-in accessibility checker tool that scans site content to help staff maintain accessible content going forward.

Proven Implementation

Through many years of experience building digital solutions for various municipal organizations, Upanup knows that each client's needs are unique. Open communication is key to completing a successful project and reaching your goals.
The Proven implementation for many of the detailed line items in the below Scope of Work are covered within this proposal under the experience summary, client case studies, awards list, or references. However, if the City would like further detailed examples on the below, please inquire anytime.

Management Strategies

Upanup will apply a proven waterfall project management approach, ensuring a structured and efficient process for the City of Joplin's website redesign. The project will progress through clearly defined phases—Planning, Design, Implementation, Preview, Testing, and Launch—where each phase builds upon the successful completion of the previous one. This phased methodology, refined through hundreds of website launches, minimizes risks, provides predictability, and ensures that milestones are consistently met with quality outcomes.
To maintain alignment and foster a strong partnership, transparent and frequent communication will be prioritized. During the Planning phase, Upanup will provide a detailed project schedule and project briefs for City feedback, ensuring early engagement with key interested parties and buy-in on key deliverables. The City will be supported by a dedicated project manager who coordinates all activities, supported by Upanup's senior leadership team. Our project management approach is based on the PMBOK framework and reinforced with professional tools that ensure seamless collaboration, even during staff transitions or absences.

Upanup also leverages virtual collaboration tools to create efficiency and accessibility throughout the project. The City will be provided with a centralized online document hub (e.g., Google Drive or Dropbox) for easy access to all project materials, as well as interactive design previews in Figma, where feedback can be given directly on the website mockups. This digital-first collaboration process ensures clarity, accelerates feedback cycles, and allows the City to remain engaged and informed at every stage of the project.

Timeline, Training and Support Resources

As requested in the Approach Strategy section of the RFP, Upanup has also included in this proposal the Timeline and Training/Support Resources -- both detailed further in sections below.

3.1 General Statement (Page 30)

Accordion

The below proposal section provides a point-by-point response to the City of Joplin's 2025 RFP, covering the Tier 1, Tier 2, and Tier 3 requirements across all scope areas. It demonstrates how Upanup meets each requirement, explains optional features and provides alternatives when full compliance is challenging, all within the specified budget.

The following section includes text directly copied from the RFP. Responses from Upanup are outlined clearly below, with additional clarification noted from Upanup as needed throughout.

3.1 General Statement

Upanup **confirms** that we will design and implement an award-worthy website, and that the CMS is easy for everyday communications staff to manage, and end result will be improved usability and accessibility for the public website(s) visitors.

Upanup **clarifies** that we will apply to 2-3 awards upon project completion (exact recommendations can be discussed with the City).

The City's RFP notes that the selected consultant is responsible for delivering an **award-worthy, user-friendly website** built on a **robust, flexible, future-proof CMS** and designed to empower the City's communications staff while improving site usability, accessibility, and maintainability. Upanup embraces this vision, and commits to designing and building a modern, best-in-class web presence that meets and exceeds these expectations.

- **Award-winning quality:** We will **custom-design** the primary municipal website and the Bike Park site to meet current design and usability standards. Once launched, Upanup will help the City submit the new website(s) to 2–3 relevant industry awards (e.g., MUSE Creative Awards, WebAwards, Davey Awards) to ensure recognition and benchmarking against best practices.
- **Empowering City staff:** Our solution uses Drupal, which can support a decoupled/headless architecture, allowing the CMS to serve as a single source of truth for all digital experiences. Non-technical staff will have an intuitive authoring experience, enabling them to create, edit and publish content without developer intervention. Clear workflows and permissions will ensure autonomy with appropriate oversight.
- **Future-proof & maintainable:** Drupal's open-source ecosystem and API-first design enable continuous upgrades and innovations. Component-based development allows the City to add new features over time without costly redesigns. Upanup's maintenance and support services will ensure the site stays secure, accessible and up-to-date.

3.1.1 Intuitive Navigation

The RFP requires the site's information architecture to shift from department-based navigation to a **service-oriented, user-journey-based** structure and to support multiple methods of page discovery. Upanup's approach focuses on clarity and efficiency:

RFP requirement	Upanup Response
Service-oriented navigation – reorganize content around residents', businesses' and visitors' tasks rather than department ownership.	Upanup will conduct stakeholder workshops and user research to map typical user journeys and tasks. We will create a new information architecture that emphasizes services, life events and actions (e.g., "Pay a fine," "Report an issue") rather than departmental silos.
Minimize clicks & confusion – ensure users can quickly find information and complete tasks.	Through strategic menus, contextual quick links, and prominent calls-to-action, we will reduce the number of clicks required to reach key information. A robust site-wide search with predictive suggestions and filtering will support "find-first" behaviour. Breadcrumbs and clear headings will orient users throughout their journey as needed.

RFP requirement	Upanup Response
Multiple discovery methods – global navigation, secondary menus, footers, and an effective search.	Upanup will design a consistent global navigation bar with top-level categories aligned to users' tasks. Secondary navigation panels, footer links, and contextual side menus will provide alternative pathways. Our Drupal implementation includes an intuitive search option (e.g., Solr) for improved accuracy when fetching results.

3.1.2 Visual Design Aesthetic

We recognize the City desires a **component-based design system** aligned with **atomic design principles** and a **modern, community-reflective visual identity** comparable to best private-sector experiences. Upanup's design process delivers the following:

RFP Requirement	Upanup Response
Component-based design system & atomic principles	Upanup will develop a **custom design system** comprising colours, typography, buttons, form fields, organisms (header, footer, card patterns), content types and pages. This system can be documented and integrated into Drupal's layout-builder and design library so City staff can assemble pages from pre-built components while maintaining visual coherence.
Modern, community-reflective visual identity	We will work with the City to refresh or reinforce Joplin's digital brand, leveraging local imagery, colours and typography that resonate with residents and visitors. Our creative team will craft a contemporary look and feel that communicates trust and warmth. The design will reflect private-sector standards, ensuring the user experience feels polished and current.
Consistent patterns across all pages	The design system will be incorporated into the CMS, allowing editors to reuse elements across pages if desired. This ensures consistency and reduces technical debt. Uniform styling is typically followed when new components are added.

3.1.3 Accessibility

Upanup shares the City's belief that accessibility is a top website priority; the RFP mandates an **accessibility-first design and development methodology** that complies with ADA, Section 508 and **WCAG** standards, with aspirations to meet **WCAG 2.0/2.1 AA** minimum and AAA where possible. Upanup is a recognized leader in accessible design and commits to the following:

RFP Requirement	Upanup Response
Accessibility-first methodology	Our design and development lifecycle embeds accessibility from the outset. Design mock-ups are reviewed for colour contrast, keyboard navigation and screen-reader friendliness. Development includes semantic HTML, ARIA attributes, and responsive layouts. Our QA process involves using tools and manual testing with assistive technologies.
Compliance with ADA/Section 508 and WCAG (AA/AAA)	Upanup adheres to **WCAG 2.2 Level AA** as the baseline and strives for AAA where achievable. Features include skip-navigation links, high-contrast options, resizable text, accessible forms, and captioned media. We will provide documentation detailing how each criterion has been addressed and supply a Voluntary Product Accessibility Template (VPAT) upon request.
Coaching & procedures for City staff	We will develop accessible content guidelines and deliver virtual training for City editors, ensuring they understand general accessibility requirements, heading structures, link descriptions, and colour usage. Drupal's built-in **accessibility checker** will limit options that could produce inaccessible content. Upanup offers optional **accessibility**

RFP Requirement	Upanup Response
	maintenance packages and updates as part of our ongoing support services - please inquire directly for more details.

3.1.4 Mobile-First

Upanup's websites are designed to provide a comfortable, **mobile-first experience** (device agnostic) while maintaining excellent layouts across all screen widths. Upanup's approach ensures:

- **Mobile-first design and testing:** Our designers will ensure core information and actions are readily accessible on small screens, so pages automatically adapt to tablets, laptops and desktops.
- **Progressive enhancement:** Essential functionality will work on all devices. Performance optimization (minified assets, caching, lazy loading) ensures quick load times for mobile users.
- **Cross-device consistency:** The design system will enforce consistent styles across breakpoints.

3.1.5 Reduction of Paperwork

We recognize the City's emphasis on the ability for its main website to enable customers to conduct business with the City online without necessarily having to visit a facility, and provide backend tools for staff to manage transactions and records. Upanup's solution leverages digital forms, workflows and integrations to reduce paperwork, as outlined below:

RFP Requirement	Upanup Response
Easy-to-navigate online processes	Upanup will implement interactive webforms (as outlined in scope) for common services, such as permit applications, and facility bookings. Forms will include clear instructions, and can include in-form validation to reduce errors.
Encourage online transactions	We will integrate e-commerce with the City's chosen payment gateway provider (e.g. Moneris) to allow residents to pay fees, fines or taxes online. The site can support account creation where users can track submissions, payments and status updates.
Robust backend tools for staff	Through Drupal's content moderation and workflow modules, City staff can manage submissions, route requests to appropriate departments, add internal notes, and archive records. Role-based permissions help ensure only authorized staff view sensitive information.

3.1.6 Websites In Scope

Upanup acknowledges the City's project will include a replacement of **joplinmo.org,** and a new, custom-designed website for the **Joplin Bike Park**. With this in mind, Upanup confirms the following:

- We will redesign joplinmo.org using the service-oriented architecture described above. We understand the City prefers a headless CMS option, which we can provide using Drupal. Our design will be flexible enough to accommodate departmental microsites and future expansion.
- We will provide a new templated **Bike Park website** using the same CMS, using Upanup's proposed **CiviKit turnkey solution**, to meet the City's desired expedited timeline. Please note the templated design component is part of the overall website implementation.

3.1.7 Headless CMS Preferred

We understand the City prefers a headless CMS that houses all public-facing content in a single, future-proof repository so new digital experiences can be built without migrating content. Upanup's proposed solution for **JoplinMO.org** aligns with this vision as follows:

RFP Requirement	Upanup Response
Single content warehouse for websites, mobile apps & IoT	Upanup recommends **Drupal** configured as a **decoupled/headless CMS**. The CMS will serve structured content to multiple front-end applications. Content is stored once and can be reused across channels.
Future-proof & continually updated	Drupal's active open-source community provides regular security and feature updates. The City will benefit from long-term stability without proprietary lock-in or licensing fees. Upanup will follow a proven workflow for safe updates and automated testing.
Freedom to redesign without content migration	In a decoupled architecture, the front-end is separate from the CMS. This allows the City to refresh the site's look and feel or build new digital experiences (e.g., mobile apps) without migrating or restructuring content. Upanup will design flexible content models and taxonomy that accommodate future growth. Please note to meet this request, Upanup will conduct a detail planning meeting(s) with the City at the project outset to confirm needs and next steps.

3.1.8 Additional Websites to Be Replaced

The RFP lists several smaller websites that may be consolidated into the new CMS. Upanup's approach respects the City's desire for efficiency while being able to support each site's unique page content - amalgamating content into the main City website.

Website & RFP Requirement	Upanup Response
JoplinCDBG.com – migrate to a landing page, major project page or normal pages	Upanup will migrate relevant content from JoplinCDBG.com into a dedicated Community Development section of joplinmo.org (as outlined within the scope parameters for content migration). This section can include a sign-up option if desired by the City.
Joplin-Museum.org – replace and supersede the current site, allow Museum staff and volunteers to manage content	Upanup can create a Museum section within the CMS (main website), allowing authorized users to manage content. Museum staff can have delegated user roles allowing them to manage exhibits and events, while the City webmaster retains overarching control.
FlyJoplin.com – currently the City's best-designed property; convert to a sub-site/microsite with airport marketing firm access	We can build an Airport section within the CMS (main website), accomodating dedicated content types (as outlined in scope). The CMS can permit external marketing partners can be granted editor access limited to the airport content, ensuring other areas remain unaffected, if desired by the City.
JoplinGolf.org – determine whether to replace due to integration with golf course management software	Upanup will consult with the City to evaluate the feasibility of integrating content from the golf management system with the new CMS. We can develop a landing page in scope within the CMS. If the current site remains separate, we will ensure the main site links away to the golf site.
VisitJoplin.com – out of scope but ensure CMS can accommodate future migration	Our headless CMS architecture can support additional sites. If the City chooses to migrate/merge VisitJoplin.com into the main CMS in future, we would be happy to discuss this option with the City and provide a separate quote for the potential work.

3.1.9 Sub-Sites/Microsites/Department Landing Pages:

We acknowledge that the City's RFP provides a list of up to 23 sub-sites or department landing pages with unique navigation and branding considerations. Upanup's flexible architecture accommodates what the City seeks as follow

(please note however, we typically recommend a cohesive look and feel across the main municipal website for accessibility, user-friendliness, and navigation considerations).

- **Flexibility for microsites:** Drupal's multi-site and domain access modules allow us to create dedicated website sections, or connect with microsites.
- **User roles & permissions:** We will configure granular roles so that department staff (e.g., Airport marketing, Police recruitment) can manage their own content without affecting other sites. The City webmaster retains global oversight.
- **Domain management:** Upanup will assist with acquiring and configuring the required domains (e.g., JoinJoplinPolice.com, JoplinRecycles.com). Our domain strategy consulting will ensure SEO best practices and prevent page spoofing.
- **Scalable navigation structure:** For each landing page (e.g., Airport, Police, Fire, Health, Parks & Rec, Transit, Recycle & Waste, Bike Park, Museum, JATSO, Arts & Culture, Government, Business, Resident, Jobs, City Council, Boards & Commissions, Planning & Development, Public Works, Sewer Utility), we can provide user-friendly navigation that reflects the City's needs while maintaining consistency with the overall design system.

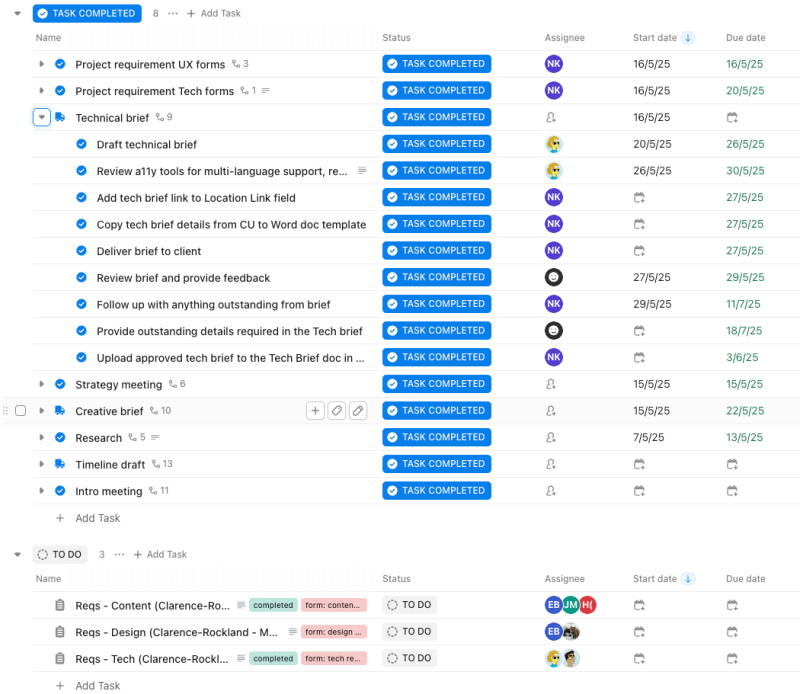
We will discuss the City's vision for each of these existing sub-sites/landing pages, and outline next steps for incorporating these into the new main website, within our proposed scope parameters at the project outset.

Upanup is excited about the possibility to partner with the City of Joplin on this transformative digital solutions project. By leveraging our experience in municipal web design, our commitment to accessibility and usability, and our expertise with Drupal, we will deliver an exemplary, service-oriented website ecosystem that empowers City staff, and serves the community for years to come.

3.2 Strategic Planning & Discovery — US$ 22,000

3.2.1 Tier 1 Priorities (Page 33): — US$ 12,000

Please find Upanup's initial responses below.

RFP Requirement	Upanup Response
3.2.1.1 Project management, timeline and process – the consultant must have a proven record of success and develop a detailed project timeline with checklist soon after project initiation.	**Meets.** Upanup has delivered 300+ government projects over 12 years. Our PMP-certified project manager will lead the engagement using a phased approach—discovery, information architecture, design, development, testing and launch—with a detailed timeline, project milestones, and deliverable checklists. We employ proven practices with strategic planning and frequent check-ins to keep the project on track. Upanup **confirms** that we have the experience and capacity, and proven track record for all of the above. To show the level of detail that Upanup plans with our projects, see the below. This is just one website project, and just the '**planning and strategy**' phase of that project. It shows tasks, subtasks, assignees, statuses, dates. There is much more detail within the project management software itself; this is just an overview, to provide the City with a sense of Upanup's planning, communication, and organization. 
3.2.1.2 Solutions consulting – provide trusted advice on software and technology, including security	**Meets.** Upanup's strategy team evaluates technology using a vendor-agnostic lens. We recommend a headless CMS built on open-source Drupal or a MACH-compliant platform, combined with

RFP Requirement	Upanup Response
best practices, accessibility, mobile apps and IoT experiences.	best-in-class SaaS tools for payments, alerts and digital engagement. We will advise on security (SSO, MFA, FedRAMP-certified hosting) and ensure compliance with WCAG 2.2/2.1 standards, ADA and Section 508. Our consultants will also outline future opportunities for mobile apps and IoT integration through API-first architecture. Upanup **confirms** that we have completed 100's of similar projects, and will provide advice/recommendations throughout the process.
3.2.1.3 Policy/procedure consulting – assist with developing content governance policies, consistent naming conventions, information architecture and staff training.	**Meets.** We will facilitate workshops with departmental stakeholders to define content governance (roles, naming conventions, approval workflows). Upanup's content strategists will reorganize content around user needs, producing a sitemap and taxonomy that staff can maintain. Deliverables will include a governance guide and training materials detailing how to create, approve and archive content, ensuring long-term consistency. Upanup **confirms** that we will be a strategic long-term partner to the City, and that we have extensive experience with content migration/management/organization for municipalities. Below is a summary of our content migration process, for example. 

☑ 3.3.2 Tier 2 Priorities (Page 34): USS 5,000

Please see Upamup's initial responses below.

RFP Requirement	Upanup Response
3.2.2.1 .Gov domain transition – assist with acquiring and transitioning to a .gov domain.	**Meets.** Upanup has experience assisting US local governments with transitioning to .gov domains. We can coordinate with the federal General Services Administration to register joplinmo.gov, configure DNS records, update SSL certificates and ensure SEO redirects from joplinmo.org.
3.2.2.2 Domain strategy consulting – recommend additional domains/aliases and budgeting for procurement.	**Meets.** We will perform competitive analysis and search-engine research to identify protective domain names (e.g., visitjoplin.gov, bikejoplin.gov) and propose a cost-effective acquisition plan through GoDaddy or another registrar. Our recommendations will include annual renewal costs.
3.2.2.3 DNS hosting – recommend a DNS solution since CivicPlus currently manages DNS.	**Meets.** We recommend migrating DNS management to an enterprise-grade provider such as AWS Route 53 or GoDaddy Premium DNS.

☑ 3.3.3 Tier 3 Priorities (Page 35): USS 5,000

Please see Upanup's initial responses below.

RFP Requirement	Upanup Response
3.2.3.1 Onboarding meeting & discovery process – describe the kickoff and discovery phase.	**Meets.** Upanup begins every website redesign project with a detailed strategy meeting with the client to confirm needs and goals. Because the RFP calls for expedited discovery, we will leverage the City's existing research and focus our efforts on gaps. If the City would like additional services to expand on the proposed discovery process, Upanup recommends interviewing key staff, and adding testing such as sitemap testing; please inquire for details on how this could affect the scope/price/timeline.
3.2.3.2 Project management tools – recommend tools (e.g., Trello or Monday.com).	**Meets.** Our team primarily uses ClickUp for internal project management, and additional tools as needed depending on project/client needs.

3.3 Architecture & CMS USS 35,000

The RFP expresses a strong preference for a **headless architecture** and lists 65 CMS features across Tier 1–3. Upanup recommends **Drupal** as the core CMS, delivered either headless or as a decoupled implementation using React or Next.js for the front-end. Drupal satisfies all Tier 1 requirements and many Tier 2/3 items through its modular architecture

and vast ecosystem. Where functionality is not available out-of-the-box, we will build custom modules or integrate third-party services. The table below summarizes each requirement and our response.

3.3.1 Tier 1 CMS Priorities (Page 35): USS 20,000

Please see Upanup's initial responses below.

Section #	RFP Requirement	Upanup Response
3.3.1.1	**Multiple websites, mobile apps and IoT experiences** – manage multiple sites and channels from one CMS.	**Meets.** Drupal's multisite and content API features allow a single CMS to serve joplinmo.org, microsites (e.g., bike park), mobile apps and future IoT devices. Content types and taxonomies can be syndicated across channels, while each site retains its own theme and permissions.
3.3.1.2	**Intuitive visual editor (WYSIWYG) with drag-and-drop components**.	**Meets.** Upanup's implementation includes a modern, WYSIWYG visual page builder (Layout Builder or Paragraphs in Drupal) that offers drag-and-drop components (aka content rows that can be arranged in any order desired), live preview and inline editing. Non-technical users can build pages without code.
3.3.1.3	**Easy management of UI styles** – central control of typography, colors, icons and buttons with restricted access.	**Meets.** We can implement a centralized design system in Drupal using Theme Settings and configuration management. Only administrators can update style variables (fonts, colors, icons) and override CSS when necessary. Style changes can propagate across sites without the need for senior-level developer intervention.
3.3.1.4	**Custom favicon by page** – ability to set different favicons for departments.	**Meets.** We can extend Drupal's theme to allow per-node favicon fields. Department pages can specify alternative icons (e.g., Fire or Police patch), while the default "J-con" appears site-wide.
3.3.1.5	**Image compatibility** – support JPG/JPEG, PNG, GIF, WebP, AVIF, TIFF, SVG and HEIC.	**Meets.** Drupal's Media module supports all common formats, and we will configure additional MIME types (including AVIF, HEIC) through ImageMagick or Cloudinary integration.
3.3.1.6	**Copy-and-paste text stripped of formatting**.	**Meets.** With Drupal, the editor can sanitize pasted content using a filter to remove external formatting (Microsoft Word styles), ensuring consistent typography.
3.3.1.7	**Drafting content** – support draft states, approvals and publishing status.	**Meets.** Drupal's Workbench Moderation module provides draft, needs review, scheduled and published states. Editors can save drafts without publishing.
3.3.1.8	**Autosave progress** – autosave page edits and recover unsaved versions.	**Meets.** Autosave functionality will be enabled via the Autosave Form module. It stores interim drafts automatically and alerts editors to recover previous versions after timeouts.
3.3.1.9	**Content lifecycle support** – create, draft, approve, publish, unpublish and archive.	**Meets.** Upanup implements a robust workflow using moderation states. Archiving and scheduled unpublishing are configured per content type, and administrators can restore archived items.
3.3.1.10	**Modular content components** – scalable, reusable components with	**Meets.** We can leverage Drupal Paragraphs to build reusable widgets (e.g., hero banners, call-outs, accordions). Components are tied to the design to prevent style deviations.

Section #	RFP Requirement	Upanup Response
	design system enforcement.	
3.3.1.11	**Ability to create custom page templates** – high-level users can create templates and include interactive components anywhere.	**Meets.** Using Layout Builder, administrators can create page templates and add unique components, including forms, maps or media. Templates are version-controlled and exportable for reuse across sites. Upanup will include content types in the website build, which will be discussed and determined during the content audit.
3.3.1.12	**Fillable forms with payments, conditional logic, hidden fields and backend reporting**.	**Meets.** The CMS includes a built-in webform builder, allowing staff to create unlimited custom webforms with many options for formatting, including conditional logic. We can integrate Drupal Webform with Authorize.net for payments and CentralSquare via API. Webforms support conditional logic, hidden fields, multi-file uploads and role-based permissions. Submissions can be stored in a secure database in accordance with privacy regulations for a set period of time before automatic deletion, with the possibility of exportable reports and dashboards.
3.3.1.13	**Multiple fillable forms on content pages** – not limited to one per page.	**Meets.** Drupal Webform permits embedding multiple forms on a page. We will configure blocks so editors can place forms within any layout region.
3.3.1.14	**Preview individual components**.	**Meets.** The page builder provides per-component preview; editors can toggle preview mode to view each block.
3.3.1.15	**Blueprints or component templates** – force structured content with fields for headers/body.	**Meets.** We create structured content types and paragraphs that enforce field order (e.g., H1, H2, Body). Editors complete fields rather than selecting arbitrary styles, ensuring accessibility and brand consistency.
3.3.1.16	**Share page previews prior to publishing**.	**Meets.** Drupal CMS can provide secure preview links that can be emailed to approved recipients (please note Upanup will need to discuss this request further with the City before confirming if in scope).
3.3.1.17	**Template creation with granular permission controls**.	**Meets.** Role-based permissions restrict who can create/edit templates and which components each role can access.
3.3.1.18	**Publish with approval/at-will settings** – majority of staff require approval; superusers can publish directly.	**Meets.** Our workflow enforces approvals by department managers, while superusers (Webmaster/Director) bypass approvals. Permissions are configurable per role.
3.3.1.19	**Support for multiple and custom user roles with low, mid and high-level access**.	**Meets.** Drupal provides a powerful and efficient solution for website content creation and management by allowing administrators to set up custom workflows, define permissions and roles for different users, and manage access to content at various stages of the publishing process. Drupal has great flexibility in workflows and user roles, which can be created to match the organization's internal workflow for effective website management.

Section #	RFP Requirement	Upanup Response
		For example, content editors can create and edit content while publishers can review and publish content. Permissions can be set to restrict and only allow publishers to save content in the "Published" state, while enabling editors to save content in "Draft" and "Needs Review" states. Drupal's role and permission system allows unlimited roles. We can pre-configure low-level editors, mid-level approvers and high-level administrators per the City. Drupal's roles and permissions system allows administrators to define specific permissions for different roles, such as creating, editing, and deleting content. By assigning these roles to users, administrators can control who has access to specific content and what actions they can perform on it.
3.3.1.20	**Content scheduling with calendar interface**.	**Meets.** Editors can schedule publishing and expiration dates using the Scheduler module. A calendar interface displays scheduled posts and sends reminders to reviewers.
3.3.1.21	**Visual version control** – revision history with preview and restore.	**Meets.** The City can track revisions and see revision history with their new site in Drupal. Editors can compare versions and revert to previous layouts without developer assistance.
3.3.1.22	**Content locked while editing, with timeout and forced unlock**.	**Meets.** The Content Lock module prevents concurrent edits. Locks expire after a configurable timeout, and designated administrators can override locks. Autosaved changes persist for the previous editor.
3.3.1.23	**Audit logs and change tracking** – see who made what changes and when.	**Meets.** We can enable logging modules that record actions (create/edit/delete) along with user ID and timestamp.
3.3.1.24	**Testing content across environments (staging/production)**.	**Meets.** Upanup provides separate staging and production environments. Content can be promoted through configuration management pipelines; testing occurs in staging before going live.
3.3.1.25	**Ability to change page names with redirects/aliases**.	**Meets.** Page titles and URLs can be edited by administrators. Certain modules can automatically update URLs and create 301 redirects from old paths to prevent broken links.
3.3.1.26	**Global content syndication** – update once and reflect across experiences.	**Meets.** We implement reusable paragraphs and view modes that syndicate content blocks across multiple pages and sites. Edits to a central content item propagate wherever it is referenced.
3.3.1.27	**Buttons, links & CTAs** – create and manage CTAs and icon buttons without developer involvement.	**Meets.** It is possible for editors to insert CTAs using pre-styled button components. Administrators can add new icons via our proposed FontAwesome incorporation, and deploy them across the site.
3.3.1.28	**Preview content across breakpoints**.	**Meets.** The page builder provides device preview toggles (desktop/tablet/mobile). We will also supply guidance on responsive design best practices.
3.3.1.29	**Content indexing for internal search by metadata**.	**Meets.** Drupal Search indexes content (published and unpublished) with metadata fields (author, date, tags). Editors can search by keyword, file type or taxonomy.

Section #	RFP Requirement	Upanup Response
3.3.1.30	**SEO & public searchability of content** – ensure external search engines return accurate results.	**Meets.** Upanup configures modules for meta tags, XML sitemaps and schema.org markup. We optimize on-site search to prioritize recent and relevant results and support AI-powered search. All our websites are built out with best practices for SEO (e.g., meta tags, alt tags, and title attributes). We can also include tips on how to maintain your website's SEO in the training sessions to assist City staff in optimizing SEO going forward.
3.3.1.31	**Content organization and taxonomy structure** – folders and taxonomy with metadata.	**Meets.** We will design a taxonomy vocabulary for departments, topics and document types. Content is organized within hierarchical menus and file directories accessible via an intuitive tree view.
3.3.1.32	**Automatic generation of SEO tags**.	**Meets.** The Metatag module can be incorporated to automatically generates titles and descriptions based on fields (e.g., page title, summary) but allows editors to override values.
3.3.1.33	**Custom meta tags**.	**Meets.** Editors can add custom meta tags using a dedicated interface restricted to designated, high-level users/webmaster.
3.3.1.34	**Sitemap planning & wireframing; Figma integration**.	**Meets.** We provide tools to visualize the sitemap and integrate with Figma for design review and feedback. Designs created in Figma can be translated into Drupal layouts.
3.3.1.35	**Accessibility best practices – alt-text enforcement and automated suggestions**.	**Meets.** Drupal requires alt text for images. We integrate AI-powered alt-text suggestions and run accessibility audits to ensure WCAG 2.2 AA compliance. Please note a subscription may be required for the AI component, to be discussed with the City.
3.3.1.36	**Uniform metadata timestamps (YYYY/MM/DD-HH:MM:SS)**.	**Meets.** Our CMS stores timestamps in ISO 8601 format. Listing pages will display uniform date/time metadata for sorting.
3.3.1.37	**Digital asset management (DAM) with extensive document management**.	**Meets.** We implement **Drupal Media Library** for images and documents and integrate with a DAM such as Cloudinary or FA Digital Asset Manager. Assets are organized by department folders; metadata fields (keywords, author, upload date, size) are enforced via validation rules. Bulk uploads retain folder structure.
3.3.1.38	**Image management – separate library, metadata search, file usage tracking**.	**Meets.** Images can be stored separately from documents. Administrators can see where each image appears across the site and search by keywords, date, size or resolution. Image orientation is preserved.
3.3.1.39	**Content Delivery Network (CDN)** – distributed servers for fast asset delivery.	**Meets.** Upanup utilizes a CDN to cache and deliver static assets (images, CSS, JS files) closer to users, reducing latency and improving page load times. We configure Drupal to utilize the CDN for asset delivery.
3.3.1.40	**Image resizing & focal point control**.	**Meets.** Image styles automatically generate responsive sizes. Editors can set a focal point to ensure proper cropping across viewports.
3.3.1.41	**Video upload & delivery** – support silent looping headers and longer videos.	**Meets.** Our CMS supports video uploads with configurable length and file size. Header videos can auto-play silently, while other videos

Section #	RFP Requirement	Upanup Response
		typically default to click-to-play. We can discuss the City's preferred vision during the project.
3.3.1.42	**Intuitive embedding of maps (ESRI ArcGIS & Google Maps)**.	**Meets.** In scope we will integrate ESRI and Google Maps. Editors can embed interactive maps by selecting layers or entering coordinates, with options for map type and markers.
3.3.1.43	**Staff directory with sorting/filtering**.	**Meets.** We build a staff directory content type with fields for name, department, role, contact details and photo. The directory can be filtered by last name, department or role and updated by authorized HR staff.
3.3.1.44	**Content syndication across pages and sites**.	**Meets.** Using view modes and entity reference fields, content (news, events, images) is created once and displayed across multiple locations based on category tags.
3.3.1.45	**Asset organization & navigation with tags, naming conventions and breadcrumbs**.	**Meets.** Drupal's Media Library includes folders, breadcrumb navigation and mandatory metadata fields. The file path of each asset is displayed, and intuitive back buttons maintain folder context.
3.3.1.46	**Asset search by metadata with tagging and categories**.	**Meets.** The search interface filters by upload date, modification date, file size, type, tags and keywords. Editors can assign categories and subtypes upon upload.
3.3.1.47	**Batch asset uploads via API for migration**.	**Meets.** It is possible to script batch uploads through Drupal's REST or Migrate API, to be discussed and determined during the project. Please note additional timeline/fees may apply. Note: Drupal also provides the ability to track site assets such as JPGs, GIFs, PDFs, and other files through its file management system called media library. Drupal allows you to upload files and add metadata such as names, captions, alternative text, and tags.
3.3.1.48	**Batch asset actions (move, unpublish, delete, rename)**.	**Meets.** Staff can add web assets, including documents and images, using a button or the drag-and-drop upload tool (which will allow single or multiple items upload, depending on the site's fields). Web assets can also be modified (e.g. name, location), and deleted (or unpublished) as needed. In the media library, staff can search for assets by keyword, file name, or using search filters such as media type, categories or tags. Staff can see a list view (aka table view) and thumbnail view (aka grid view) of all assets. We can also add custom fields and filters to media entities and the media manager.
3.3.1.49	**Search result optimization – daily recrawling, relevance ranking, Boolean support, typo tolerance and search analytics**.	**Meets.** We use **Search API Solr** for advanced search, which supports this request from the City.
3.3.1.50	**Editorial workflows – use assets directly in visual editor with drag-and-drop and rules**.	**Meets.** Editors can drag assets from the media library into the page builder. Rule-based placement ensures images or videos adhere to design guidelines.

Section #	RFP Requirement	Upanup Response
3.3.1.51	**System extensibility – integrate with external platforms and custom features**.	**Meets.** Drupal's API-first architecture and module ecosystem allow integration with various third-party applications and future tools. No-cost embeds or link-away options are also available.
3.3.1.52	**Integrations already developed and available**.	**Meets.** Our solution comes with various prebuilt integrations and modules. We can provide a complete list to and demonstrate those requested in Section 1 to the City at their request.
3.3.1.53	**Custom integrations – examples and process**.	**Meets.** Drupal is a highly flexible, API-first platform that can provide seamless integrations for many different tools, such as social media, single sign on, MFA, SEO tools, ESRI GIS mapping/notification, eCommerce, and more; integration options include embed/iframe/link-away at no extra cost, or seamless API integration (if available and suitable) for additional fees. In the scope of this proposal, we have included the following integrations: • Email integration using using Constant Contact (or similar, e.g. Upanup typically recommends Cyberimpact) • ESRI (ArcGIS) Map • GTranslate • eCommerce with the City's preferred payment gateway provider (e.g. Moneris) on the website • Link-away to Waste Wizard • Link-away to the City's current recreation software, if desired. **Note:** Our team has extensive experience worked with Xplor, ActiveNet, and other recreation integration third-party providers. Once the City has completed their RFP process for a new software platform (excluding CivicPlus) Upanup can provide recommendations for what our other municipal clients have found works well with their website. For , a no-cost link-away solutions are also available for other potential integrations the City is interested in. We would be happy to discuss this option further with the City anytime. **Third-Party Integration Examples:** Upanup has implemented various levels of payment processing, reservation booking, and application submission capabilities for clients through seamless API integrations, as well as no-cost link-away solutions. Both options are possible, and can be discussed with the City at your request during the project. Please refer to the following live examples that Upanup has implemented for various municipal clients: 1. **Live Examples of Custom API Integration (as outlined in the proposal's scope parameters):** ◦ eCommerce API integration: notl.com/form/resident-parking-permit-form 2. **Live Example of Linking Away (in scope):**

Section #	RFP Requirement	Upanup Response
		◦ License online portal link-away: delta.ca/city-hall/permits-licences/dog-licence 3. **Live Example of Embedding via iFrame (in scope):** ◦ eScribe embed: License online portal link-away: https://www.thebluemountains.ca/town-hall/council-committees/agendas-minutes-reports In future, Upanup can provide separate quotes for adjustments to website functionality and custom third-party integrations at the City's request. **Note:** Upanup has built custom integrations with CentralSquare, Xplor Recreation (formerly PerfectMind), and other municipal systems. We can provide live client examples, and estimated costs for any not already included in the scope of this RFP response, to the City at their request.
3.3.1.54	**Built-in dashboards and analytics views**.	**Meets.** We can configure in-dashboard analytics using modules such as Views and Content Insights, and Google Analytics.
3.3.1.55	**Robust documentation and resources**.	**Meets.** Drupal has extensive online documentation. Upanup supplements this with tailored administrator manuals and videos.
3.3.1.56	**Open-source tools**.	**Meets.** Drupal is open-source, and leverages community-maintained modules.
3.3.1.57	**Tailored interface reflecting City branding**.	**Meets.** The CMS admin theme will incorporate the City logo and color palette, following branding and accessibility guidelines.
3.3.1.58	**Onboarding support for staff and developers**.	**Meets.** We have included 3 CMS onboarding/training sessions in scope for the City (more available upon request, which may require additional timeline/fees) and an online website guide, to transition to City staff to their new website.
3.3.1.59	**24/7/365 global support**.	**Meets.** Upanup provides detailed website support (24/7 for disaster recovery issues) through a dedicated support system. Please see Section 3.9 for more details.
3.3.1.60	**Dedicated account manager**.	**Meets.** An account manager can be provided, and act as liaison for the CMS provider and coordinate with the City and Upanup's team for training, support, and enhancements requests.
3.3.1.61	**Future platform improvement with open roadmap and ability to influence feature planning**.	**Meets.** Upanup participates in the Drupal Core roadmap via contributions and issue queues. We will advocate for Joplin's needs or build custom modules when features are not on the core roadmap.
3.3.1.62	**Governance – role-based workflows and approvals**.	**Meets.** Our governance model uses Workbench Access and Taxonomy-based permissions to ensure proper approvals and publishing controls.
3.3.1.63	**Webhooks to trigger external workflows**.	**Meets.** Based on the existence of external APIs and their support of desired functionality, Upanup can develop webhooks to trigger external workflows from within the Drupal website.

Section #	RFP Requirement	Upanup Response
3.3.1.64	**Quality assurance, testing and debugging** – ensure minimal bugs and quick resolution.	**Meets.** Upanup follows rigorous quality assurance testing when developing website, our processes can include automated testing, accessibility audits, security scanning and manual review. Bug tickets are triaged and responded to within an interactive online tool (typically, Feedbucket), which Upanup will train the City on, and it allows to quick bug fixes and responses within the testing phase of the project.
3.3.1.65	**Security – SSO, 2FA, SAST/SCA, integration with Microsoft Authenticator**.	**Meets.** Drupal supports SSO via SAML or OAuth2; in scope we will integrate with Microsoft Entra ID and Microsoft Authenticator for MFA.
3.3.1.66	**Hidden access to CMS login**.	**Meets.** The login path can be obfuscated and removed from public menus. Direct access would require the explicit URL, protecting the CMS from casual discovery. For example, for one of our clients we have the following URL pattern: www.**clientdomain**.com/login?access=**clientname**736 as their login URL.
3.3.1.67	**Ability to build custom workflows within the CMS (e.g., Council agenda workflow)**.	**Meets.** Using Drupal Workflow and custom modules, we can recreate the City Clerk's agenda process: template generation, document upload, approvals and publishing as printer-friendly PDFs with linked attachments. If certain workflow elements require a specialized system (e.g., agenda management software), we can discuss potential integrate options with the City.

☑ 3.3.2 Tier 2 CMS Priorities (Page 46): USS 15,000

Please see Upanup's initial responses below.

Section #	RFP Requirement	Upanup Response
3.3.2.1	**Custom language translation** – AI translation with ability to edit.	**Meets (optional).** We can integrate Microsoft Translator or AWS Translate to auto-generate multilingual content and allow staff to revise translations. Additional licensing costs will be itemized. In scope we have included implementing GTranslate to the main corporate website, and have outlined the optional add-on for additional human-performed translation services at a later date, in the *Other Proposed Solutions* section of this proposal.
3.3.2.2	**WCAG 2.0 AAA compliance where possible**.	**Meets.** Upanup designs and develops websites to comply with **WCAG 2.2 Level AA guidelines**. The new website will include prompts and tools, such as required fields for alt text and the Accessibility Checker, to help you maintain accessibility standards going forward. The building and development of a website is only a portion of accessibility compliance. Content is key to ensure your website stays accessible in the future. We have features built into your content management system to help ensure your site remains accessible and continues to achieve compliance. We will not only deliver an accessible website built to WCAG 2.2 Level AA, but also provide the City with the tools to maintain an accessible and barrier-free online platform for users. The below features help ensure accessibility issues are not missed when new and old content (text, PDFs, images, and videos) are being added to the site: Upanup adheres to WCAG 2.2 AA as a baseline and will strive towards AAA where possible (e.g., contrast ratios, navigation aids).
3.3.2.3	**Previewing content to non-CMS users** – send interactive page previews by email.	**Meets.** Drafted content that needs to be viewed by non-CMS users can either be sent with a screenshot or it can be published but not included in any menus (live link, but not easily accessible by the public).
3.3.2.4	**User testing and A/B testing built in**.	**Meets.** Upanup has included one of these in scope (no additional fees to add it) if desired by the City, and we recommend discussing and testing this first to see what works best for the City, before implementing.

☑ 3.3.3 Tier 3 CMS Priorities (Page 46): N/A

Note: The RFP does not enumerate Tier 3 CMS items beyond those listed above. Upanup confirms that all Tier 1 and Tier 2 features are supported. Optional Tier 3 enhancements (e.g., headless micro-front-ends) can be developed if the City desires.

3.4 Additional Technology Procurement — US$ 45,000

Below are Upanup's initial responses to each requirement.

3.4.1 Tier 1 Priorities (Page 47): — US$ 15,000

RFP Requirement	Upanup Response
3.4.1.1 Secure fillable forms with payments – integrate Authorize.net and CentralSquare for secure payments.	**Meets.** We can use Drupal Webform with Authorize.net (live example: https://www.notl.com/form/resident-parking-permit-form), and we can link-away* to CentralSquare to process payments securely. Sensitive fields are encrypted, and PCI compliance is maintained. Note: We have assumed a link-away since we've never seen CentralSquare's API allow for API-level payment integrations within a form, but in the unlikely case that the City's API with CentralSquare allows for this, please clarify and this proposal can be revised. See a live example of a CentralSquare link-away under MyCity here, https://www.langleycity.ca/city-services/online-services.
3.4.1.2 Mass alert/messaging system – categories, subscription preferences, integration with Constant Contact or Smart911.	**Meets.** Upanup will connect multiple areas of the CMS to email/SMS systems. For example, a typical setup would be for the City's website editor to (a) create an Event/News/Alert in the CMS, (b) check off to send a notification (or leave that unchecked if not), then through Upanup's technical integration, it will notify the subscribers via email and/or SMS text. *For example, Scenario A: create an Event, check to send a notification, and Constant Contact emails the subscribers. Scenario B: create an Alert, check to send a notification (or we can make this just automatic), and Smart911 sends an email and/or text to the subscribers.*
3.4.1.3 Public engagement tools – polls, surveys, discussion boards, digital sticky notes with moderation.	**Meets.** Upanup can build on Drupal's Survey and Forum modules for engagement opportunities. Additionally, we can implement our turnkey **Engagement Platform** for the City, for additional timeline and fees (this platform is not currently in scope).
3.4.1.4 Publicly searchable archive of City documents – filter by metadata and search document contents.	**Meets.** Our CMS includes a robust document library. For advanced search inside PDFs, we integrate **Apache Solr** with Tika extraction to index PDF content. Users can filter by category (Council documents, publications, policies, financials, bid opportunities, active/expired contracts). During migration we will collaborate with departments to prioritize documents and gradually build historical archives.

☑ 3.4.2 Tier 2 Priorities (Page 48): USS 25,000

RFP Requirement	Upanup Response
3.4.2.1 Waste Wizard integration – procurement and integration of Routeware's Waste Wizard.	**Meets (optional).** Upanup recommends the City procures Waste Wizard directly (alternatively, Upanup can create an account for the City, and there will be a 15% admin fee added to the expense). Regarding integration, this can be done through an iframe. **Live Example:** https://www.thebluemountains.ca/resident-services/garbage-recycling-waste/curbside-garbage-collection
3.4.2.2 Agenda & minutes management system – provide replacement if workflow is not native.	**Meets.** Upanup has included in scope an integration with eScribe for the City's new website for agenda & minute management.
3.4.2.3 Records request system – build forms for open records and consider comprehensive request management.	**Meets.** We can create an open records request form with mandatory fields and conditional logic. For advanced request management (searching existing public documents, tracking requests), we can potentially integrate **JustFOIA** or **GovQA** as an optional add-on. **V2: Added post-submission based on new clarifications from the City:** • As per our call with the City, we understand that the City will likely need a way to show all the documents requested through this Open Records request in one list/webpage (exact solution will be determined with the City within the project). This could potentially be a tag and filter system, for example. • Also, the City's legal department also requested that the open records request (form) be capable of taking payment, because sometimes it costs money to ask for lots of documents from the City, just for the first person to file the request. Then, when we upload documents to the library of prior records requests, the next people can get the same documents for free. ◦ Upanup confirms that ecommerce (aka payment within a webform) is already within scope; therefore, no additional fees or timeline is needed for this.
3.4.2.4 Chatbot – AI chatbot trained on site content, able to crawl documents; staff can supervise.	**Meets (optional).** Upanup proposes using **SiteImprove's AI Chatbot**, **Forethought**, or an **Azure OpenAI** deployment trained on the City's content. The bot provides accurate answers and surfaces links to relevant pages. Staff will access a dashboard to review interactions, correct answers, and take over conversations when needed. We will address privacy and bias controls.
3.4.2.5 Single sign-on using Microsoft Authenticator.	**Meets.** Our Drupal implementation supports SSO via SAML/OIDC with Microsoft Entra ID and leverages Microsoft Authenticator for MFA. We will aim to extend SSO to related systems (forms, engagement tools) where supported.

☑ 3.4.3 Tier 3 Priorities (Page 50): USS 5,000

RFP Requirement	Upanup Response
3.4.3.1 Analytics dashboard to augment Google Analytics.	**Meets (optional).** We can provide a customized analytics dashboard, likely using **Google Looker Studio or similar tool,** that aggregates website analytics, search statistics and engagement metrics in one place. Department-specific dashboards are configurable.
3.4.3.2 Tables, graphs & charts – create interactive charts accessible to screen readers.	**Meets.** We can implement/connect a chart library (e.g., **Chart.js** or **Highcharts**) into Drupal so editors can build accessible, interactive graphs and tables without coding.

3.5 Website Design & Development USS 67,000

Upanup will design a mobile-first, responsive website that reflects Joplin's brand and meets WCAG 2.2 AA standards. We assign a dedicated multidisciplinary team and involve the City's Webmaster throughout the process.

Below are Upanup's initial responses to each requirement.

3.5.1 Tier 1 Priorities (Page 50): USS 40,000

RFP Requirement	Upanup Response
3.5.1.1 Dedicated web development team – assist with CMS transition, information architecture, UI design and ongoing support.	**Meets.** Upanup will assign a project manager, UX/UI designer, information architect (aka content strategist), and Drupal developer to the City's project., with oversight and involvement of senior-level management. We will collaborate closely with the City's Webmaster and provide post-launch support.
3.5.1.2 Mobile-first, responsive design – prioritize mobile usability while adapting to all screen widths.	**Meets.** Upanup's Drupal CMS supports responsive design, and responsive design is baked into Upanup's project process. We design and develop websites following principles of Responsive Web Design (RWD) to ensure full mobile responsivity is built in; it will not require adjustments, but support through our post-launch services will be available to assist with future changes if desired by the City. Audiences expect an easy-to-navigate, responsive website design that works well on all screen sizes. We are leaders in responsive design and have helped many organizations update their websites to strategically deliver content for mobile. We consider a range of screen sizes from the very outset in every website's design and development. We will also be mindful of touch screen experience with clickable areas and interactive activities for user engagement.
3.5.1.3 Content search – reliable, filterable search with top results in first three positions.	**Meets.** We implement Solr search with relevancy tuning, synonyms, typo tolerance and faceted filters (date, department, content type). Search results display excerpts and icons, and we continuously monitor search analytics to optimize ranking.
3.5.1.4 Concise menu design – avoid overwhelming drop-down menus.	**Meets.** Our IA subject matter experts will create a concise, task-oriented menu hierarchy, working with the City to best meet their vision.
3.5.1.5 Friendly URLs for pages and documents.	**Meets.** On a per-page basis, staff can create short, SEO-friendly and memorable URLs without the need to make changes at web server level. The organization's website editors (depending on permissions you choose) will be able to create URL redirects to the appropriate pages as needed.

RFP Requirement	Upanup Response
3.5.1.6 Department landing pages – each with its own URL, menu, news, events, contacts and facilities.	**Meets.** We can create a landing page template for departments and divisions. Each page aggregates department-specific news, events, staff directory entries, and quick links.
3.5.1.7 Project tracker pages – map of City projects linking to detail pages.	**Meets, may require additional clarification.** To best meet this request, Upanup will discuss it with the City at the project outset, and communicate what is possible within scope after a detailed assessment.
3.5.1.8 Council meeting agenda workflow – replace CivicPlus workflow.	**Meets, may require additional clarification.** Please refer to our response to 3.3.1.67. Our custom workflow will allow staff to create agendas, attach bills and exhibits, set ordering, link PDFs, and publish pages. If the City has something else in mind with this request, Upanup would require further clarification before confirming.
3.5.1.9 Bid document workflow – searchable library with subscriber alerts and migration of current subscribers.	**Meets, may require additional clarification.** Bid postings will be a content type with categories, subscription options and a document library. Importing the current subscriber lists from CivicPlus into the new alert system will need to be discussed further before confirming.
3.5.1.10 News blog with categories & subscriptions; ability to pin feature stories and publish alerts.	**Meets.** The news module supports categories, tags, and featured posts. Subscribers can choose notification methods for each category. Editors can turn news item into a site-wide banner. Department landing pages filter news by category. Blog post content type can be included for the City, in scope.
3.5.1.11 Alert banners – add banners across all pages or specific sections.	**Meets.** Editors can create global or scoped alert banners with priority levels (e.g., emergency, maintenance). Banners display prominently above navigation and can include links.
3.5.1.12 Video embeds on pages with autoplay, mute/unmute and URL entry.	**Meets.** Drupal's media component allows embedding of YouTube/Vimeo via URL or local video files. Editors can set autoplay and audio options per video.
3.5.1.13 Visual, interactive timelines – include images, text and links.	**Meets.** We can implement an interactive timeline component so editors can build chronological narratives with multimedia. Please note that implementing interactive components such as timelines need to have careful considerations for web accessibility, and including mobile responsiveness.

RFP Requirement	Upanup Response
3.5.1.14 Statistical dashboards – present statistics as accessible dashboards instead of static images.	**Meets.** Upanup can create a dashboard as part of this project - since Upanup is committed to quality accessibility, design, and layout, we strongly recommend using a combination of reports to achieve this. Appropriately trained developers can generate different kinds of reports as needed. Staff will find administrative experience user-friendly with the admin toolbar and contextual links. Administrative navigation will most likely be based on the permissions the City chooses (e.g., administrators will have access to more sections than editors).
3.5.1.15 Email and text alerts – integrate with subscription system.	**Meets.** See 3.4.1.2. The alert system can support both email and SMS; users can manage preferences via their account.
3.5.1.16 Navigational breadcrumbs.	**Meets.** Breadcrumb trails are automatically generated from the menu hierarchy and displayed at the top of pages.
3.5.1.17 External links open in new window.	**Meets - see details.** While this is possible, typically, opening links in new tabs is generally discouraged for accessibility concerns, as it can be disorienting for users, especially those using screen readers or who have cognitive disabilities, because it breaks the standard "back button" functionality.
3.5.1.18 Multiple images and attachments in news posts.	**Meets.** News items can include galleries and multiple attachments. Editors can reorder images and provide captions.
3.5.1.19 Interactive map embeds – embed ArcGIS or Google Maps.	**Meets.** See 3.3.1.42. Editors can embed interactive maps via a map component.
3.5.1.20 Calendars – multiple calendars with category filtering, month and list views, and page-specific calendars.	**Meets.** We will implement a calendar module (e.g., Drupal Calendar) that supports multiple calendars and categories. Users can view monthly or list views, filter by category, and export events. Department pages display filtered calendars.
3.5.1.21 Directory of services/programs – searchable, filterable by keyword and department.	**Meets.** A service directory content type with fields for service name, description, department and partner link will enable users to search and filter by department or keyword. Partner services link off-site.
3.5.1.22 Embedded fillable forms – multiple forms per page with	**Meets - additional clarification may be needed.** Depending on the complexity of the form we build, forms can support attachments,

RFP Requirement	Upanup Response
attachments, notifications, conditional logic and payments.	conditional logic, and email notifications. Payments can be supported as well, however this component may require addition discussion between Upanup and the City to confirm possibilities in scope. • **Note:** PCI Compliance is required for the secure transitional storage of financial information, particularly relating to eCommerce. All of our eCommerce implementations are partnered with a gateway provider which in effect offloads the PCI compliance (to where the transaction and storage occurs). We do not provide PCI compliance directly ourselves but do so with transactional gateway partners.
3.5.1.23 Staff directory – assign editing permissions by department and display comprehensive info.	**Meets.** Department editors can manage their section of the staff directory.
3.5.1.24 Directory of partner organizations – centralized listing shared across pages.	**Meets.** We can implement a partner directory for the City in scope, with centralized listing shared across pages.
3.5.1.25 Automated communications with triggers – confirmations and reply notifications.	**Meets.** Webforms can send autoresponder emails with submission copies. Discussion boards trigger notifications when comments receive replies. Additional triggers can be configured if needed.
3.5.1.26 WCAG 2.0 AA compliance minimum.	**Meets.** Upanup designs and develops to WCAG 2.2 Level AA standards. We will work towards AAA where feasible.
3.5.1.27 Online payments integrated with CentralSquare's Naviline.	**Meets.** See 3.4.1.1. Payments can occur via the City's preferred payment gateway provider - please note if Upanup has not worked with this payment gateway provider before, additional R&D may be required This can be discussed during the project.
3.5.1.28 Archive of live-streamed meetings.	**Meets.** Upanup can typically set up automatic archiving of older content, after a specified number of days. These archived items can still be accessed and viewed (we typically recommend this approach as opposed to deleting content permanently). Upanup will confirm options for archiving live-streamed meetings with the City during the project.
3.5.1.29 Archive of MarCom videos.	**Meets.** We can create a category for marketing videos, allowing them to be browsed by series and displayed in galleries.

RFP Requirement	Upanup Response
3.5.1.30 Citizen engagement tools – surveys, comment sections, digital sticky notes and SeeClickFix integration.	**Meets.** See 3.4.1.3. We can also implement **SeeClickFix** or a replacement for reporting issues, if needed.
3.5.1.31 Security features – SSL, FedRAMP-authorized infrastructure, daily backups, updates, encryption and reliable cloud hosting.	**Meets.** Please refer to our *Hosting & Maintenance* section for details.

☑ 3.5.2 Tier 2 Priorities (Page 54): USS 15,000

RFP Requirement	Upanup Response
3.5.2.1 Online burn permit workflow with payments.	**Meets.** We will create a burn-permit application form integrated with payment processing and email notifications. Data will be exported for Fire Department workflows.
3.5.2.2 Control of breakpoints for all layout widths.	**Meets.** Administrators can adjust responsive breakpoints via theme configuration without developer assistance. We will document how to modify these values.
3.5.2.3 Ticket sales workflow with numbered tickets and GL allocation.	**Meets (optional).** Typically, when the details of this request are discussed in full, our clients end up using EventBrite rather than re-building the tools of EventBrite into a website CMS (EventBrite is more cost-effective). Therefore, based on that experience, Upanup has not included this CMS tool in scope of this proposal (it's an optional add-on for additional fees).
3.5.2.4 Department-specific data dashboards.	**Meets (optional).** We can create customizable dashboards for each department using Chart.js and Views. Data can be fed manually, via CSV or via API from third-party systems.
3.5.2.5 Geo-fenced messaging for mobile apps.	**Meets (optional).** Through integration with Everbridge or custom mobile apps, we can send push notifications based on geofences. This feature will be scoped during future mobile app development.
3.5.2.6 Transit bus live locations and ETA display.	**Meets.** I would adjust as follows: For the transit agency's AVL/GTFS-realtime feed, we can either link-away to it or embed an iframe (if the 3rd party allows), to display bus locations and ETAs on a public page. This is included in the proposed scope and fees. If the City requires a more complex API integration, this will be an optional paid add-on.
3.5.2.7 Chatbot for website.	**Meets.** An AI chatbot (using the City's chosen tool, e.g. MS Copilot) will be integrated into the website in scope.
3.5.2.8 Figma integration for design and wireframing.	**Meets.** Upanup uses Figma for UI design. We will share editable Figma files with the City for collaboration and future iterations.
3.5.2.9 FontAwesome and design system tools integration.	**Meets.** FontAwesome icons will be available within the CMS. We can integrate Storybook or similar tools to document the design system.

☑ 3.5.3 Tier 3 Priorities (Page 56): USS 12,000

RFP Requirement	Upanup Response
3.5.3.1 Auto-recommended content – "you may also be interested in…" suggestions.	**Meets.** We can enable recommendation engines using Drupal's **Smart Content** or external services (e.g., Recombee) to suggest related content based on tags and user behavior.
3.5.3.2 Embed weather map and weather radio widgets.	**Meets.** We can likely embed weather widgets and live radio streams via iFrame or API on emergency management pages.
3.5.3.3 Advanced bid software integration (e.g., IonWave).	**Meets.** If the City selects a dedicated e-procurement platform, we will connect it via link-away, or can explore API integration or single sign-on options for additional timeline and fees.
3.5.3.4 Advanced plan progress reporting software integration (e.g., Envisio).	**Meets.** We can embed dashboards to display strategic plan progress with permissions for department heads and managers.
3.5.3.5 Embed public access streaming channel.	**Meets.** We can embed the City's public access streaming channel (e.g., via Vimeo or YouTube live) and advise City staff on creating lists of council meetings.
3.5.3.6 Retail sales workflow – sell merchandise via the website.	**Meets.** Using Drupal Commerce, we can set up an e-commerce functionality with the City's preferred payment gateway provider for payment processing.
3.5.3.7 Single account for users with unified cart across departments.	Upanup can implement a single sign-on for CMS users with Microsoft Entra ID if needed as an optional add-on (e.g. staff editing the site), but a unified "cart"--which implies multiple payment gateways/platforms--for public website visitors is not currently possible. For more context: Upanup has recently done R&D on this particular 'citizen portal' or 'mycity' style gated and personalized dashboard request and based on extensive research and testing, it is not possible because the 3rd party systems can't be overridden with one gateway to all their different systems. There are workarounds like a citizen login with bookmarking and a central location to link-away to online services but that is usually met just as well with a public-facing hub of services.
3.5.3.8 Future app development & ownership.	**Meets.** Upanup's architecture is API-first, enabling future mobile apps. The City will own any custom apps we develop for them specifically, with intellectual property owned by Upanup [CO please review]. We will provide consultation on app use-cases and long-term maintenance.

RFP Requirement	Upanup Response
	The website will be able to work with applications, which the City can own. Regarding Upanup developing the apps, this is possible (e.g. we've done mobile apps in the past for municipal clients); however, we typically instead recommend a cost/benefit review of an app versus website functionality before implementation since, depending on the requirement, often web development will meet the needs without a full app development. **Note:** If an app is still required, Upanup will look at the needs and either propose a solution or recommend an app-specific developer in case they have more experience in that field.

3.6 Content Migration (Assumed To Be Tier 1) USS 35,000

Point-by-Point Responses

Below are Upanup's initial responses to each requirement.

RFP Requirement	Upanup Response
Pages – 502 existing pages need significant rewriting; major reorganization and creation of new content.	**Meets.** Upanup will conduct a content audit, collaborate with departments to retire outdated pages, and restructure content based on user tasks. We will assist with rewriting and copyediting **up to 50 pages** in scope, and may provide content templates for efficiency. Additional pages requiring rewriting/editing/styling can be discussed, and quoted separately. If the documents need to be further tagged or categorized, Upanup can assist with that.
Images – do not migrate current image libraries; new images will be compiled and approved.	**Meets.** Drupal's media library supports media of various types; the City can upload the images that reflect their content needs best to this library.
Documents – migrate critical document libraries; review relevance with departments (Agenda Center, Archive Center, Bids Postings, Calendar, Document Center, Facilities, FAQs, Forms, Jobs, News Flash, Resource Directory, Staff Directory.	**Meets.** Upanup can import the website documents into the new CMS. Typically, the following process is followed: export of documents from the current CMS, import to the new CMS, then they are linked/added to pages throughout the content migration process. If the documents need to be further tagged or categorized, Upanup can assist with that.

Content Migration — USS 25,000

Upanup will migrate indexed public pages and files from the following websites - this includes content from the current JoplinMo.com site, and the City's existing microsites excluding the Bike Park (see note below), up to 1,500 pages total in scope unless otherwise mutually agreed by Upanup and the City.

Notes:

- Bike Park content to be migrated separately to the new standalone platform. See *Bike Park Website - CiviKit Municipal Platform (with migration)* section below for details.
- Upanup understands the other current microsites/subsites will likely be amalgamated into the main corporate website, while the Bark Pike website will be a separate, standalone microsite..
- Depending on the migration needed, this could include up to the last 5 years of date-related items (news, events, and meetings).

Migration includes:

- Crawling and exporting importable structured content from existing site's publicly accessible ("findable") pages.
  - Internal-facing, unlinked, gated pages, or pages that block content crawlers, are not included in this service.
- Exporting crawl results and other compiled content data into tab-delimited importable data sheets.
- Cleaning HTML to remove inline-style overrides and other unnecessary HTML elements.
- Configuring Feed Types for page and media importing, including basic settings, field mappings and tamper plugins as needed.
- Processing Feed import data sheets (and/or XMLs if the original site is Drupal) into Drupal field content tables, running integrity checks to verify import accuracy.
- Coordinating a manual migration process when existing site content structure is not compatible with extraction and import procedures.
- Importing and migrating existing site media (files and images) for page and other node attachments.
  - NOTE: Images of poor quality and/or that do not meet quality standards *may not* be migrated to the new website.
  - Upanup uses AI to generate image alt text when migrating images from your existing site. AI-generated alt text is reviewed and revised by Upanup when images are uploaded. The client is to review alt text in the media manager and update as needed.
- The following **webforms** are included from Upanup's base configurations. If further forms are needed, this proposal can be revised as needed (additional timeline/fees may apply).
  - Contact Us
  - Bylaw Complaint
  - Job Application
  - Request a Service
  - Report an Issue
  - Plus 10 additional forms of the City's choice.
    - **V2: Added post-submission based on new clarifications from the City:** Upanup recommends that one of these forms is the Open Records Request form (with ecommerce).
    - Potentially also one for the Insurance Claims as well.

*Please note that ecommerce integration (e.g. paying through an online form), content editing (e.g., adding/removing/adjusting the text for grammar, spelling, punctuation, and consistency in tone and formatting), and content styling (e.g., reordering content, putting into content rows, styling buttons) are not included unless explicitly stated elsewhere in this scope of work.

Modifications

☐ Optional Add-On: Additional Webform Created by Upanup — USS 350 × 1 USS 350

Note that any number of webforms can be created by the website users. This modification is for Upanup to build the webforms during the redesign process.

One webform is equivalent to a small-medium or moderately complex webform.

If the webform is large or very complex, it counts as two webforms. Examples of larger size/complexity are as follows:

- *multi-row calculations in a table,*
- *multiple 'office use only' conditions resulting in custom workflows,*
- *large adjustments to accommodate for improved online user experience and/or web accessibility and/or security (e.g. requests for multiple signatures or attaching a void cheque/check).*

Content Editing & Styling — USS 10,000

Note: If selected, this work will be completed **after** content migration, and will be conducted on the new Upanup/CiviKit website.

Upanup will edit and style **up to 50 content pages**. Details are below. To add more pages, use the modification below.

Editing

Content editing services include adjusting the existing content including any of the following:

- Content writing (e.g. new webpage needed)
- Content editing (e.g. for accessibility)
  - Ensure accurate grammar, spelling, and punctuation across content.
  - Ensure consistency in writing style, tone, and formatting throughout the content.
  - Incorporate relevant keywords and optimizing content for search engine visibility.
  - Improve overall clarity to ensure that the content is easily understandable by your target audience.
  - Edits for accessibility, such as (a) removing excessive emphasis or italics, (b) adding semantically correct headings (h2, h3, h4, h5, h6) and removing any text made larger or bold to look like a heading, (c) removing long strings of ALL CAPS, (d) ensuring link text is descriptive and makes sense out of context, (e) defining any acronyms on the first instance of any page on which they appear, (f) adding alt text to images.
- Content re-organizing (e.g. amalgamating two pages together)

Styling

Content styling services involves improving the look of existing content, including:

- Reordering existing content
- Putting into content rows, like accordions (moving content around so that it's better for the user's experience)
- Using buttons for existing links that should be calls to action

3.7 Deployment & Hosting — USS 14,700/Year

Below are Upanup's initial responses to each requirement relating to this this RFP section.

Notes:

1. We have not responded to Tier 2 or Tier 3 priorities in this section as none were identified by the City, as stated in the RFP.

2. The below information reflect our recommended **Fortified Managed-Hosting Package** - please refer to the *Hosting & Maintenance* section for additional details.

3.7.1 Tier 1 Priorities (Page 60): USS 14,700/Year

RFP Requirement	Upanup Response
Reliable high-speed hosting.	**Meets.** Upanup offers cloud hosting on Amazon Web Services. 99.99% Uptime guarantee are included in our SLAs for Fortified and Enterprise hosting packaged (Fortified Hosting is included in the scope of this proposal). See hosting comparison chart for details in *Hosting & Maintenance* section.
Hosting support 24/7/365.	**Meets.** Our managed hosting service includes round-the-clock monitoring and 24/7 support for emergency issues. Critical incidents are responded to within 30 minutes.
Multiple domain hosting and sub-domains with secure logins.	**Meets.** Our hosting environment supports multiple domains and SSL certificates. Each domain can have its own site instance while sharing the same CMS.
SSL encryption (128-bit/256-bit).	**Meets.** Data is encrypted using best practices.
Redundancy and disaster recovery options.	**Meets.** Disaster recovery is included with all of Upanup's managed-hosting packages.
Performance monitoring and reporting.	**Meets.** Upanup provides performance dashboards (uptime, response times, resource usage). Bi-monthly reports are included in Upanup's retainer Support services.
Issue escalation path.	**Meets.** Our SLA defines escalation tiers and contact methods. The City will have direct access to a senior developer for urgent issues.

3.8 Training & Documentation — USS 13,300

3.8.1 Tier 1 Priorities (Page 60): USS 12,000

RFP Requirement	Upanup Response
3.8.1.1 Site transition and go-live plan – detailed transition plan, content prep checklists, testing, CMS training and public education.	**Meets.** Upanup will develop a comprehensive go-live plan including content freeze dates and quality assurance testing ahead of launch. We can provide checklists for departments to prepare content if requested by the City.
3.8.1.2 Training – robust training for the Webmaster and staff CMS users via live and recorded sessions; manuals alone are insufficient.	**Meets.** We deliver role-based training through virtual sessions, that will be recorded. A "train-the-trainer" program equips the Webmaster to onboard new users. Training is is built into the project timeline before launch, but additional training can be provided via a Support retainer with Upanup.
3.8.1.3 Documentation – searchable online libraries for troubleshooting; clarity on issues requiring vendor support.	**Meets.** Upanup will provide a detailed online website guide for the City to use as a resource, with step-by-step guides, troubleshooting articles and FAQs. We will identify which issues can be self-resolved and which require vendor involvement.

☑ 3.8.2 Tier 2 Priorities (Page 61): USS 1,300

RFP Requirement	Upanup Response
3.8.2.1 How-to videos – library of short videos showing how to perform common tasks.	**Meets (optional).** We can produce a library of short how-to videos demonstrating tasks such as creating pages, uploading documents, managing forms, etc. for additional timeline/fees, if requested by the City.

☑ 3.8.3 Tier 3 Priorities (Page 61):

RFP Requirement	Upanup Response
3.8.3.1 Support community – online communities for CMS users.	**Meets.** Drupal has an active community forum. We will orient the Webmaster on how to access community resources and contribute. While optional, this provides peer support and knowledge sharing.

☑ 3.9 Ongoing Maintenance & Support — US$ 6,480/Year

Below are Upanup's initial responses to each requirement.

Notes:

1. The RFP does not enumerate Tier 2 or 3 items beyond those listed above. Upanup confirms that all Ongoing Maintenance & Support Tier 1 requests as outlined in the RFP will be met.

2. The below information reflect our recommended **Intermediate Support Package.**

3.9.1 Tier 1 Priorities (Page 61): USS 6,480/Year

RFP Requirement	Upanup Response
3.9.1.1 Dedicated account manager – primary point of contact during design, build, maintenance and future integrations.	**Meets.** During the website project, a dedicated Project Manager(s) will be assigned to work closely with the City, as a guide and liasion between Upanup and the City. Project Manager(s) will be the primary point of contact throughout the website project. A dedicated Upanup account manager can also be provided post-launch to serve as a primary point of contact, coordinating communication for new requests, and future enhancements.
3.9.1.2 Web development/consulting support – 24/7/365 availability via phone/email; liaison with third-party vendors.	**Meets.** Our support desk provides guaranteed response times within business hours and 24/7 availability for emergencies. For issues involving third-party systems (CMS vendor, payment gateway, engagement tools), we act as liaison and coordinate resolutions on the City's behalf.
3.9.1.3 Budgeting for future additional website features and digital experience development – propose annual costs including maintenance and hours for future enhancements.	**Meets.** Upanup's proposal will include annual maintenance and hosting fees covering upgrades, security patches, monitoring and support. Additional features may be procured on an hourly or fixed-price basis depending on scope.

Accordion

Training & Implementation Plan

Virtual Training

Included in the scope of work of this proposal are detailed training session for City staff, including administrators and content contributors. **These sessions are recorded** and sent to City for future use—this is very helpful for future onboarding. Each session typically lasts 1-2 hours, depending on how many people are involved from City. This session can be done as interactively as the City would prefer. For example, Upanup can run the session then give the City its usernames/passwords, or provide usernames/passwords in advance so that your staff can follow along on in sandbox-style pages to play around with the site's features. If the City would like more training sessions, Upanup can also quote separately as needed.

Online Guide

As well as the virtual training session, Upanup will deliver a custom Website Content Guide, which is an online resource for ongoing maintenance of the City's new website. Sections include the following:

- **Basic Drupal Editing** – including menus, webforms, content rows, taxonomy terms, URL aliases, URL redirects, WYSIWYG (what you see is what you get, basic Editor—similar to Word editing), and adding users.
- **Best Practices** – including user experience (UX), accessibility, image design choices, quick link icons, videos, writing and styling content, and alerts.
- **What's New** – including on-demand resources such as industry webinars, white papers, and articles; and latest tools and features such as community engagement platform, live meeting pop-up, tax calculator, and more.

Approach to Training

We take a "train-the-trainer" approach; you'll have all the tools (such as the recorded sessions and online guide) to easily train new staff as other people get involved and empowered to the use the website as well.

Training Outline

- Background and context (purpose of the session, introductions, expectations, and goals).
- What to expect after the training, discuss logins and password resets.
- Understanding where we are in the project, the staging website, what may still be in progress, and upcoming testing and bug tracking.
- Logging in, security, navigating the CMS, and how to access the online guide.
- Discuss content types (aka page templates), and node-based editing for efficiency.
- Basic page editing and creation (e.g., new page, document, calendar event), use of headings within page content, boilerplate examples, features of the WYSIWYG editor (like MS Word). Includes best practices and tools to help with accessible content.
    - Saving of pages in various states, including but not limited to draft, unpublished, and published (live).
    - Scheduling the automated publishing and unpublishing of content pages.
    - Duplicate existing pages.
- Homepage editing (e.g., adding a community notice to the homepage), best practices for things like quick links as applicable.
- Media and file library—how to search, filter, add and edit files, including uploading images and adding alt tags to images.
- Adding a page / menu item to a menu or navigation.
    - Move pages around within the site structure (i.e., relocate pages in menu and hierarchies, without having to recreate).
    - Permanently or temporarily redirect pages.

- Webform creation and editing, setting up email handlers and more.

Bike Park Website (Assumed To Be Tier 1)

USS 6,000
USS 2,700/Year

CiviKit Municipal Platform (With Migration)

USS 6,000
USS 2,700/Year

This **turnkey solution** is pre-built (template-based design) and provides a feature and functionality-rich website, at a more budget and timeline-friendly approach than alternative options. While the website does offer personalization capability, all customizations are limited to the options already existing on the platform.

Process

1. Kick off meeting
2. Gather assets and confirm timelines
    a. Optional: If the City doesn't currently have high quality photos on the existing website, they can send up to 20 photos to be placed on the new website.
3. Ongoing updates via calls/emails

City's Role:

- **What**: Participate in the kick-off call. Review project timeline, provide feedback, approve timeline, and provide required assets.
- **Who**: City's main contacts such as project manager and/or the project leadership team (typically 2-4 people).
- **How long**: 30–60 minutes.

See the **Features** page for more details on design and layout or the **Technical Approach** for features and functionality.

Content Migration Scope

Depending on the migration needed, this could include up to the last 2 years of date-related items (news, events, and meetings).

Migration Includes:

- Crawling and exporting importable structured content from existing site's publicly accessible ("findable") pages.
    - Internal-facing, unlinked, gated pages, or pages that block content crawlers, are not included in this service.
- Exporting crawl results and other compiled content data into tab-delimited importable data sheets.
- Cleaning HTML to remove inline-style overrides and other unnecessary HTML elements.
- Configuring Feed Types for page and media importing, including basic settings, field mappings and tamper plugins as needed.
- Processing Feed import data sheets (and/or XMLs if the original site is Drupal) into Drupal field content tables, running integrity checks to verify import accuracy.
- Coordinating a manual migration process when existing site content structure is not compatible with extraction and import procedures.
- Importing and migrating existing site media (files and images) for page and other node attachments.
    - NOTE: Images of poor quality and/or that do not meet quality standards *may not* be migrated to the new website.
- The following 5 webforms are included from Upanup's base configurations. If further forms are needed, this proposal can be revised as needed.
    - Contact Us
    - Bylaw Complaint
    - Job Application
    - Request a Service
    - Report an Issue

*Please note that ecommerce integration (e.g. paying through an online form), content editing (e.g., adding/removing/adjusting the text for grammar, spelling, punctuation, and consistency in tone and formatting), and content styling (e.g., reordering content, putting into content rows, styling buttons) are not included unless explicitly stated elsewhere in this scope of work.

Modifications

- ✔ Ongoing Platform Services — USS 2,700/Year

  Platform services include:

  - Security updates with zero-downtime, safe-install procedure (typically 6+ times per year)
  - Bug (technical error) fixes to the site
  - ReCAPTCHA maintenance of webforms, for protection against spam bots
  - Support for user role management, including password resets and new site editor's setup (up to 10 times a year included)
  - Support for content changes to normally static content areas such as address in footer (up to twice per year included)
  - Ongoing platform improvements
  - Online help guide to assist site editors with step-by-step instructions for content management of site
  - Industry-leading, Canadian-based third-party hosting infrastructure via AWS
  - Daily snapshot backups to Upanup's protected servers, ensuring continuity in case of compromise
  - Maintenance, ongoing optimization, and security of web server hardware, software, and databases
  - 24/7 monitoring of site uptime, proactive response,e and reporting on any disruptions

  Future Year Rates:

  - Year 1 (2025 start date): $2,700
  - Year 2 (2026 start date): $2,760
  - Year 3 (2027 start date): $2,820

- ✔ Content Migration — USS 2,000

  Includes up to 50 pages.

☑ In-Personal Attendance (Addendum 1) - Optional Add-On USS 5,000

Addendum 1, Question 5 Response: "We expect the vast majority of this project work to be performed remotely, however, a representative from the winning bidder may be asked to attend a council meeting at the time of contract adoption by council (public hearing tentatively scheduled for Nov. 3, 2025) to answer questions the council may have about your firm's ability to execute the project, and may also be asked to attend a council meeting at the completion of the project to present highlights of the new website and outline potential future developments which could further enhance the City's digital experience. We anticipate that working meetings with city staff will be performed virtually using Microsoft Teams or Zoom."

Note: Upanup has not automatically included the below preparation and in-person meeting attendance options in scope, but can add them to the total project fees should the City select the option(s).

☐ Upanup's Preparation for Council Meeting & Presentation — US$ 2,500

This task reflects the preparation work required by Upanup's team for the Council Meeting in Joplin, MO for the City's website redesign project, as stated in the RFP requirements.

Preparation includes:

- Coordinating with the City for the date/time/location of the event.
- Virtual attendance for as many of Upanup's staff as is needed, likely 2-5 staff (if that's an option at the time).
- Debrief with the City -- most likely the following day if it's an evening event.
- Digital presentation (e.g., PowerPoint)
  - Two rounds of revisions included with the project contacts before the meeting are included
- Summary notes of the following:
  - Key takeaways
  - Themes or trends in feedback
  - Insights and new information
  - Recommendations such as feedback to incorporate into the redesign process and end product

Note: This fee includes scope for a 1-hour virtual meeting (if the City decides not to request Upanup's in-person attendance).

☑ Upanup's Attendance of In-Person Council Meeting & Presentation — US$ 5,000

V2: As discussed in December 2025, two meetings are needed:

1. Upanup will waive this fee for the January 2026 meeting.
2. An end-of-contract meeting is also required (date to be determined).

Scope of Service

This task fee reflects the scope of work involved for Upanup staff to participate in-person in one Council Meeting event in Joplin, MO for the City's website redesign project. Fees shown are per meeting, and are inclusive of the following:

- **Travel expense:** Flight from Upanup's Victoria, Alberta, and/or Ontario office, plus 1-2 hotel nights, and food/drink.
- **Travel time:** Time to fly, taxi transportation, check in at the hotel, and arrive early at the meeting location, etc.
- **Attendance:** Upanup staff member will attend the City's Council meeting.
  - **Meeting:** 4 hours onsite are included.
  - **Important Note:** We have assumed 1 staff member attendance in scope. If additional Upanup staff members are required to attend, this will be reflected in an additional per person fee.

Additional Fees

Any material costs such as printing presentations will be the responsibility of and at the expense of the City.

Requirements Not Met or Alternative Solutions

Upanup can meet the requirement listed in the RFP (unless otherwise explicitly clarified in the above Scope of Work details). If there is a case where clarification was needed, we have outlined any safe assumptions and recommended a best practice path forward based on (a) our extensive relevant experience and (b) the City's goals.

Upanup appreciates the comprehensive vision articulated in the City of Joplin's RFP. Our response demonstrates how our open-source, headless/decoupled architecture, robust project methodology and municipal expertise align perfectly with the City's Tier 1 requirements while offering scalable options for Tier 2 and Tier 3 enhancements. We are committed to delivering a secure, accessible and future-proof digital ecosystem that empowers City staff and serves the community.

Contingencies

US$ 5,000
US$ 5,000/Year

V2: Added based on December conversations.

- [x] Project Contingency — US$ 5,000

Upanup recommends setting aside some funds for items that might arise during the project implementation.

- [x] Annual Contingency — US$ 5,000/Year

Upanup recommends setting aside some funds for items that might arise after implementation.

Advanced Community Engagement tools

US$ 6,500
US$ 7,290/Year

V2: Added based on December conversations.

- [ ] Upanup's in-CMS content type — US$ 5,000

(example: https://www.thebluemountains.ca/planning-building-construction/current-projects)

- [x] Upanup's Engagement Platform — US$ 6,500 / US$ 7,290/Year

(setup) - assumes no migration is needed

Modifications

- ✓ Upanup's Engagement Platform (year 1) — US$ 7,290/Year
  See SLA document for multi-year pricing.

- [ ] Another option — Cost TBD

Social Pinpoint for an engagement site, which has more features and is closer to $30k/year

Other Optional Add-Ons

US$ 24,750
US$ 10,980/Year

V2: Added based on December conversations.

☑ Advanced AI with human editing capability (per site) — US$ 2,400/Year

This is a per-site setup and fee. It is assumed that this item would be for the JoplinMO site.

Choose the modification to add this to the Bike Park site.

Modifications

- ☑ Bike Park site as well — US$ 1,200/Year

Base Cost: **US$ 1,200/Year**

☑ Accessibility Tool: AccessPoint — US$ 13,750

Accessibility tool for the public: "AccessPoint" (JoplinMo only) -- example: comox.ca, see the accessibility icon in the bottom left

☑ Accessibility Tool: Website Accessibility Maintenance (annual scan & report) — US$ 8,580/Year

Accessibility tool for staff editors in help with compliance: using Upanup's website accessibility maintenance services, post launch (first site) -- incl. 1 report/year

Use the below modification to add the Bike Park site scan/report as well.

Modifications

- ☑ Second Site — US$ 3,840/Year

Base Cost: **US$ 4,740/Year**

☑ Single Sign-On (SSO) for the Bike Park Site — US$ 2,000

☑ More Email Integrations — US$ 1,000

Add 3 more content type integrations for Constant Contact (or Cyberimpact) -- such as Job Opportunities, Bid Opportunities.

There's also a higher tier if more are needed.

☑ Transit/bus integration like shown in demo — USS 2,000

Example: See "upcoming buses" tool here, https://www.winnipeg.ca/.

The range for this is $2,000 to $10,000 depending on the situation: Lower end if the City can provide the API and the script to call it (i.e. not much for Upanup to do for the implementation).

☑ Multi-Site Search (1st site added) — USS 6,000

Integrating AddSearch so that the JoplinMo.gov site's global search can search the Bike Park site as well.

NOTE: AddSearch has 3rd party fees to be paid by the City, approximately $1,500/year (for any number of sites). See https://www.addsearch.com/pricing/ for up-to-date pricing.

Modifications

☑ 2nd Site — USS 2,000
AddSearch so that the JoplinMo.gov site's global search can search the a second site (e.g. engagement platform).

Base Cost: **USS 4,000**

One Time

Total(s) **USS 264,550**

Recurring Annually

Total(s) **USS 47,150**

9. Methodology & Timeline

Methodology

We understand that every aspect of the website, and each step of the design and development process, contribute to the success of the website design and development project. As the website comprises various elements, including design, content, and technical aspects, we will take a holistic approach to evaluate the City's website and ensure a smooth process. We include frequent check-in points throughout the project to keep the City informed and updated, ensuring the project moves forward on time. All in all, we aim to deliver a visually appealing website with an optimal user experience in all aspects and will work closely with the City to achieve this mutual goal.

User-Friendly Navigation

Upanup will deliver a website that provides a user-friendly experience for both public users and City staff.

Regarding the back-end experience, Upanup's solution features an intuitive and accessible content authoring interface. Our Drupal CMS provides a clean, modern, accessible, and responsive administration theme. You will find the back end easy to navigate from the admin toolbar, which will provide access to all the administration areas, as well as contextual links (to directly access tasks related to page elements instead of navigating through the administrative menu). Upanup's team will provide guidance on how to implement distinctive, descriptive page titles for clear navigation and better search ability for assistive technologies.

Regarding the navigation experience for public users, website navigation is comprised of various elements such as sitemap, navigation menu, search bar, quicklinks, buttons and call-to-actions (CTAs), etc. The navigation menu will reflect the City's approved sitemap, which can also be adjusted in the future as needed.

- **Side Navigation**
  This will be present on all inside pages to provide users with easy, accessible, and quick access to various website sections/pages.
- **Search Bar**
  Your website will have a prominent search bar on all pages to assist users in finding content.
- **Quicklinks**
  Your website will have prominent links associated with icons that link to popular pages or sections to facilitate users' navigation.

Dynamic Sitemap

- **Ability to dynamically generate sitemap**
  Your new site will include a dynamically generated sitemap and breadcrumbs for easy navigation. An XML sitemap helps with search engine crawling and SEO (e.g., https://www.lakecountry.bc.ca/sitemap.xml).
- **Ability to control or manually remove items from dynamic sitemap**
  Staff with permissions will have the ability to hide pages from the dynamic sitemap (checkbox on the node to exclude).

Content Migration Process

The below is Upanup's process overview for migrating content:

1. Upanup's team will conduct a sitemap audit and recommendations. If we are doing a "one-to-one" migration (no sitemap changes unless the City wants to do them once on the new site), then please skip Step 1.
2. We will put together a content migration plan for the City to review.
3. Migration -- this includes programmatic migration for data that can be exported/imported (e.g. news exported into a spreadsheet format of data), as well as manual migration (copy/pasting) into content rows and paragraphs. Similarly to #1 above, if it's a "one-to-one" migration, please skip step 3.

4. Up to 50 pages of content styling and editing is included in the scope of this proposal; optional additional pages can be discussed and likely added onto the project if desired by the City for additional fees and timeline.

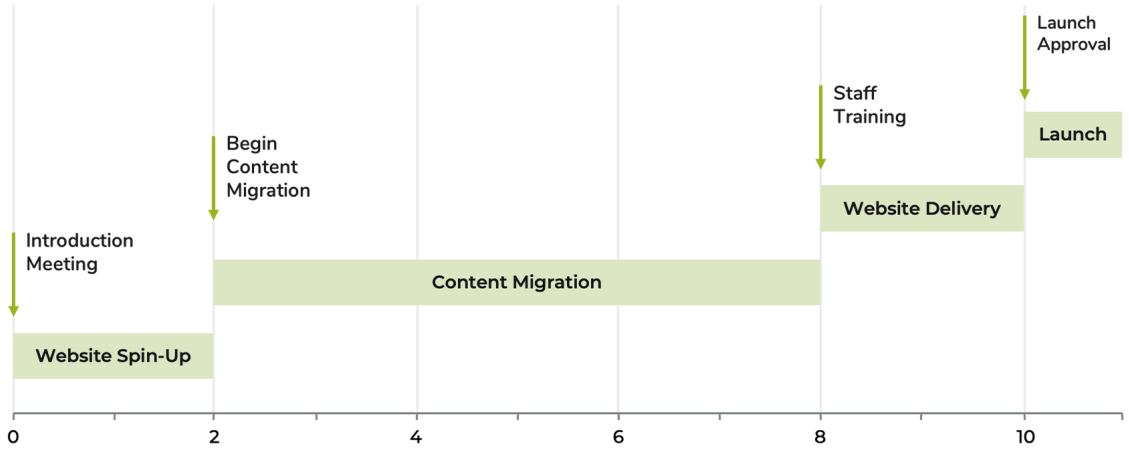
Timelines for Each Website

1. Bike Park Website

Given the potentially rushed request for the Bike Park website (the RFP stated that it may need to be ready the same month as the project start), Upanup recommends our turnkey, template-designed solution which is purpose-built to deliver quick turnaround times. After years of working with municipal organizations, we have found they often need a solution that is efficient, simple, and cost-effective for these types of microsites.

Therefore, the methodology for the BIke Park site will be as follows. A typical timeline is 10 weeks (2.5 months) but this can be shortened to 1 month if required; this will take careful coordination with the City but Upanup has done this before!

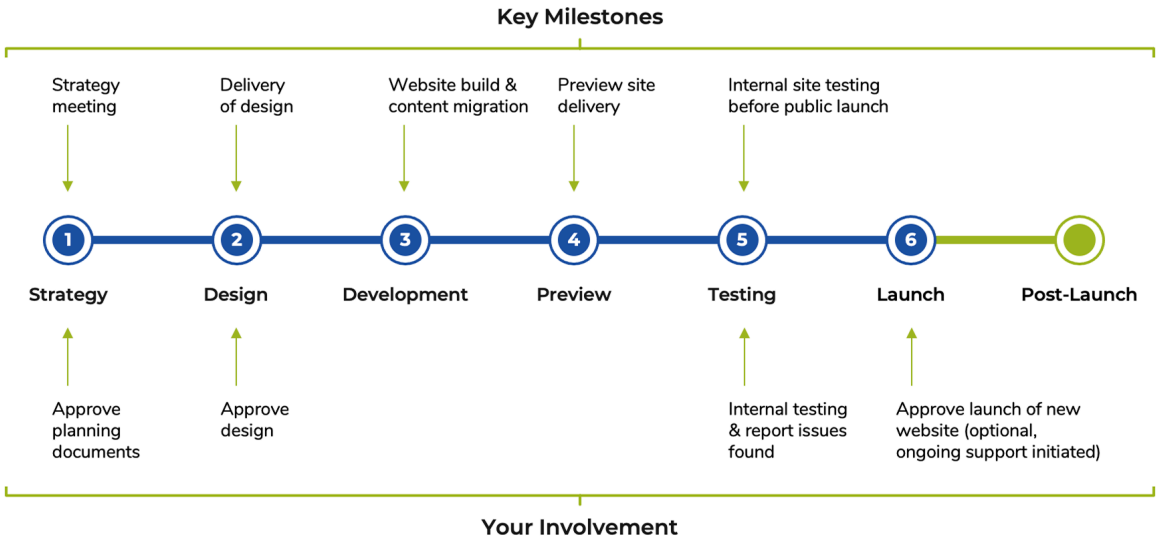
If the City chooses to go live with the new Bike Park website at a later date in March 2026, as initially stated in the RFP under 2.1 RFP Schedule (page 24), Upanup can adjust the project timeline as needed, to be discussed and confirmed with the City.



2. Corporate Website, joplinmo.org

This website project will be much more involved with regards to design mockups and approvals, content adjustments, and technical integrations. It will be a longer timeline (typically 6-12 months) and follow this process:

- Phase 1 - Strategy, includes planning meetings with the Project Manager and City staff to discuss needs and next steps, and provide a project brief including the confirmed timeline.
- Phase 2 - Design, custom design options will be provided to the City for review and approval, as outlined in scope.
- Phase 3 - Development, the City's new website will be implemented and approved content will be ported over.
- Phase 4 - Preview, the City will be provided access to preview their new site in a staging environment, for initial review and feedback.
- Phase 5 - Testing, where internal testing and reported issues will be addressed and fixed.
- Phase 6 - Launch, approval to launch the new website, hosting and support services are initiated on launch date.



Estimated Project Schedule

Upanup understands work for this project will likely commence in November 2025, and the City would prefer to launch the website by July 2026 if possible. If approved to proceed, Upanup will confirm the start date and the timeline, when the approval is received. At the time of sending this proposal, Upanup can confirm availability for the above timeline.

Contingency Weeks

Once the project timeline has been approved, within the above recommended timelines, we can offer up to four contingency weeks (per website project) to the grouped timeline without scope/fees adjustments since we know that a lot can change between the procurement process and when the project actually starts, and there are some unknowns that we aim to work with (e.g., your project manager's vacation availability during the project). To extend the timeline longer than four weeks, any anticipated scope/fees adjustments will be provided in writing for approval by you before proceeding.

10. Budget

Pricing By Tiers

- **Tier 1 total: $163,880**
  - This includes: implementation of Bike Park and JoplinMO.org websites, content migration as outlined in scope for both websites, Year 1 Hosting, Maintenance & Support Services Fees for JoplinMo.org, and Year 1 CiviKit Municipal Website (Bike Park) Year 1 Platform fees.
- **Tier 2 total: $61,300**
- **Tier 3 total: $22,000**

1. Main Corporate Website (joplinmo.org)

The following table shows a fixed-price, lump sum proposed cost for the City's website project (joplinmo.org). All prices are shown in American funds.

Please refer to the **Point-by-Point Responses to Scope of Work** section above, for the itemized budget costs.

Item Category	**Fees**
Website Design & Development **(JoplinMO.org only)**	$217,300
Third-Party Integrations	Included in the above line item as these integrations are part of the website development. *Note that some of the third-parties many have their own subscription fees.*
CMS Licensing (please see below for hosting details)	$0
Taxes	N/A
Implementation Fees Total	**$217,300**
Post-Launch, Ongoing Hosting and Support for Year 1 (Project Budget as per RFP)	**Fees**
Year 1 Support (Intermediate Package)	$6,480
Year 1 Hosting (Fortified Package)	$14,700
Taxes	N/A

Website Project Total (JoplinMO.org only Implementation Fees and Year 1 Hosting, Maintenance & Support)	**$238,480**

2. Bike Park Microsite (yourdomain)

The following table shows a fixed-price, lump sum proposed cost for the City's new Bike Park website project. All prices are shown in American funds.

Item Category	Fees
Website Implementation (turnkey solution)	$6,000 (includes content migration up to 50 pages)
Third-Party Integrations	We have not included third-party integrations in the scope of this proposal for the Bike Park website. Options can be discussed with the City at a later time, if possible within Upanup's turnkey solution's parameters.
Drupal CMS Licensing	$0
CiviKit Platform Service Fees	$2,700 (2025 rate)
Implementation Fees Total (Website Implementation + Year 1 Platform Fees)	**$8,700**

Total Project Fees for JoplinMo.org + Year 1 Hosting, Maintenance & Support, and Bike Park Website + CiviKit Platform Fees: $247,180

Recurring Annual Costs Breakdown for Hosting, Support, and Maintenance

Main Corporate Website (joplinmo.org) - assuming 2026 launch date			
	Year 1	**Year 2**	**Year 3**
Fortified Hosting	$14,700	$15,300	$15,900

Intermediate Support	$6,480	$6,780	$6,780
Invoicing timing	One annual invoice upfront upon the website launch date.	One annual invoice upfront upon the website renewal date.	One annual invoice upfront upon the website renewal date.
Bike Park Website (yourdomain) - assuming 2025 launch date			
CiviKit Platform Services Fees	$2,700 • Please note that Upanup has proposed 2025 rate for Year 1 for this website, given the City's preference to launch the microsite before end of 2025, if possible. **If the website launch occurs in 2026, Upanup will honour the 2025 rate for the first year.** Rates from Year 2 onward will follow our standard annual pricing (e.g., the 2027 rate for Year 2, and so on).	$2,820	$2,880
Invoicing timing	One annual invoice upfront upon the website delivery and training date.	One annual invoice upfront upon the website renewal date.	One annual invoice upfront upon the website renewal date.
Annual Recurring Fees - Totals for Both Websites per Term	**Year 1: $23,880**	**Year 2: $24,900**	**Year 3: $25,560**

Contingency Budget (optional)

Upanup also recommends $5,000/year for potential additional features and functionality changes. This is completely optional, and recommended to keep the site up to date with (a) industry trends such as moving more municipal services online, (b) internet trends such as artificial intelligence, and (c) user expectations such as more ongoing engagement.

This budget can be used on an hourly basis (see below for rates) or on a fixed price project basis, as the City prefers. If choosing an hourly basis, the blended rate would be **$157/hour** (see below for rates by type of service).

Annual Uplift

Upanup's annual services typically increase 2-5% per year.

Hourly Labour Rates

Upanup's hourly rate for this project are as follows, separated by type of service as requested in the RFP.

Implementation Rates

- Within the one-time implementation, if additional hours-based work is needed, the following applies.
  - **$150/hour** for general project management, client relations, or CMS training.
  - **$165/hour** for requested senior staff such as Directors, rush requests, or highly-technical requests such as API integrations.

The above reflect Upanup's rates for 2026. See above about annual uplift for rates in future years.

Post-Implementation Rates

- Within the ongoing post-implementation services, if additional hours-based work is needed, please refer to the SLA (service level agreement) details.

11. Hosting & Maintenance

Extensive Experience Providing Hosting & Maintenance

Upanup hosts and maintains over 180 websites, and receives fantastic client feedback such as the following.

Regarding the following testimonial, Upanup refers to its "*ongoing website support and maintenance*" services as "*support*" for short.

> "Upanup's support team and the UI/UX team have resolved our issues and created solutions for us so quickly (you are on fire!). Very grateful!"
>
> **Heather Follis**
> Digital Services Advisor, City of Victoria

Important Note About Upanup's Proposed Hosting Services:

Please note the main JoplinMo.org website will have separate hosting; we have proposed our Fortified Hosting package to meet the City's needs. The Bike Park website will have mandatory ongoing platform fees, that include hosting & limited technical support (additional support retainer can be added if requested).

Please refer to the *Budget* section of this proposal for specific pricing accounted for in project scope, and recurring fees, for the two websites.

Hosting Specifications

For the City's new main corporate website, JoplinMo.org, we have proposed in scope our Fortified Hosting package. With that said, Upanup offers 4 different hosting package options (fees vary), and the City may choose their preferred package.

The below assumes a 2026 launch date (Year 1) for the main corporate site, JoplinMo.org. For any additional future rates, please inquire directly.

	Professional	Premium	Fortified	Enterprise (2 application servers and file storage)
Fees (Main Website)	Setup: $0 Year 1: $3,480 Year 2: $3,600 Year 3: $3,720	Setup: $0 Year 1: $5,340 Year 2: $5,580 Year 3: $5,820	Setup: $0 Year 1: $14,700 Year 2: $15,300 Year 3: $15,900	Setup: $8,100 Year 1: $39,300 Year 2: $40,860 Year 3: $42,420
Fees (Additional Website after	Setup: $0	Setup: $0	Setup: $0	Setup: $900

the Main)	Year 1: $2,580 Year 2: $2,700 Year 3: $2,820	Year 1: $4,440 Year 2: $4,680 Year 3: $4,920	Year 1: $6,600 Year 2: $7,200 Year 3: $7,800	Year 1/2/3: $0, unless additional AWS virtual application server is needed
Recommended for Organizations	Servicing a population up to 10,000 people, and/or Anticipating up to 400 visits per day (12,000 visits per month).	Servicing a population up to 50,000 people, and/or Anticipating up to 1,000 visits per day (30,000 visits per month).	Requiring sole tenancy on a server due to dedicated resource assurances, custom security specifications and/or data privacy requirements, such as a high volume of user accounts and/or confidential data storage needs.	Requiring sole tenancy, also with potential for high traffic spikes that require redundancy for automatic server failovers, mission critical, high performance, high data privacy, dedicated resource assurance and/or security needs.
Virtual machine	Shared (with a limited number of trusted Upanup-managed websites)	Shared (with a limited number of trusted Upanup-managed websites)	Dedicated one server (not shared)	Multiple dedicated VM: • Two dedicated application servers • One dedicated S3 cloud file storage • Ability to add additional servers as optional add-ons, if needed
Differentiators among Packages				

Environment setup includes	Shared server configuration and resource allocation, security measures, and ongoing performance monitoring for reliable operation.		Dedicated server instance creation, setup and configurations including database, firewall, security, performance, DNS relay, malware scans, access controls and ongoing uptime monitoring.	Multiple server instance creation, setup and configurations including network, subnets, load balancing, availability zones, file object storage connection, CI/CD devops pipeline, database, firewall, security, performance, DNS relay, malware scans, access controls and ongoing uptime monitoring.
Processing power	Shared access to 8 vCPUs within the shared VM	Shared access to 8 vCPUs within the shared VM	Exclusive access to 8 vCPUs within the dedicated VM	Exclusive access to a minimum total of 8 vCPUs with vertical scaling 4 vCPUs[1] minimum per dedicated application server
RAM	Shared access to 32 GB of memory within the shared VM	Shared access to 32 GB of memory within the shared VM	Exclusive access to 32 GB of memory within the dedicated VM	Exclusive access to a minimum total of 32 GB with vertical scaling 16 GB[1] minimum per dedicated application server
Website asset storage	Max 50 GB SSD	Max 100 GB SSD	Up to 640 GB SSD	Unlimited object storage

				bucket
Dedicated virtual private application server containers (2 servers)	Not available	Not available	Not available	Yes
Dedicated S3 object cloud storage for static file assets	Not available	Not available	Not available	Yes
AWS load balancer	Not available	Not available	Not available	Yes, ensures speed infrastructure resilience by balancing traffic between servers
Dedicated (sole tenant) virtual server	Not available	Not available	Yes	Yes
Any incurred AWS support	Not available	Not available	Not available	Yes, without additional charges
AWS RDS database	Not available	Not available	Optional add-on	Yes
AWS RDS with point-in-time backup service	Not available	Not available	Optional add-on	Optional add-on
Uptime goal	99.99%[2] for a yearly timeframe	99.99%[2] for a yearly timeframe	See Uptime guarantee below	See Uptime guarantee below
Uptime guarantee	Not available	Not available	99.99%[3] for a yearly timeframe	99.99%[3] for a yearly timeframe

Priority response times for critical security updates	Within 5 weeks of patch release	Within 4 weeks of patch release	Within 2 weeks of patch release	Within 1 week of patch release
Security Measures				
Included in scope for all packages	• Drupal required security updates by Upanup included [4] • ModSecurity (web application firewall) rules for banning suspicious user activities, and Imunify360 multilayer security suite (malware, IP/bot blocking, etc.) • AWS Route 53 DNS relay service for recovery mitigation and DDoS prevention [5] • Firewall and security extension management			
Business Continuity				
Included in scope for all packages	• Daily full database and non-private file backup exports to a separate AWS S3 bucket with ongoing versioning retention of up to one year • Daily full VM container snapshots with 3-day retention • Static IP management for failover and incident recovery • 24-hour emergency support included for host-related issues			
Other Services				
Included in scope for all packages	• Amazon Web Services (AWS) third-party hosting infrastructure • Upanup acts as main point of contact for all services • Linux-based software stack managed and updated proactively • License, configure and update Plesk power panel • Performance optimizations, including server-side caching service (to speed up page load) • Drupal codebase of non-confidential configuration files versioned and stored in a private GitHub repository owned by Upanup • Computing resources for performant search indexing as per configuration requirements such as Solr index servers • Value adds for hosting with Upanup: License management and provision for Font Awesome integration (fees included)			

[1] **Note**: This is the minimum per application server and can be customized based on each server's particular needs to handle data and traffic.

[2] **Uptime goal stipulations**: Statistics can be reconciled year-over-year based on the deployment date. For example, if the website is launched on a specific date this year, the uptime statistics become relevant starting from the same date the following year, and so forth for subsequent years. Uptime monitoring service is at the discretion of Upanup.

[3] **Uptime guarantee stipulations**: Statistics can be reconciled year-over-year based on the deployment date. For example, if the website is launched on a specific date this year, the uptime statistics become relevant starting

from the same date the following year, and so forth for subsequent years. Uptime monitoring service is at the discretion of Upanup.

- In the event the above-mentioned uptime guarantee thresholds are not upheld for a yearly timeframe, a credit would be applied (5% of the past year's monthly fee for every hour of downtime, up to a max of 50% of the monthly fee within the affected year).

[4] For major Drupal version releases or security updates that necessitate a website rebuild or replatform due to different architecture (e.g., similar to the transition from Drupal 7 to Drupal 8, which is a rare occurrence and unlikely to happen in the near future), Upanup will provide a separate quote for this work, as it falls outside the standard hosting scope.

[5] **Cyber security and incident response stipulations:** Upanup provides proactive cyber security protections as part of its managed hosting services, including standard DDoS mitigation (via AWS Route 53, ModSecurity, Imunify360, and other measures), firewalls, and continuous monitoring. These protections are designed to prevent and mitigate common automated attacks and suspicious activity.

- If a cyber security incident occurs, Upanup will respond promptly and assist with recovery using the tools and services included in this hosting package—such as restoring from backups, applying security patches, and adjusting firewall rules. In many cases, these measures will be sufficient to restore service without additional cost to the Organization.
- However, some incidents may exceed the scope of standard protections or be beyond Upanup's reasonable control. Examples include:
  - Large-scale or sustained DDoS attacks, involving traffic levels many magnitudes greater than typical site usage (for example, billions of requests), which can overwhelm standard defenses and require advanced security services beyond this package.
  - Security breach caused by compromised credentials or unauthorized access resulting from actions on the Organization's side (e.g. phishing, weak passwords, or disclosure of login information) that can require advanced remediation services beyond this package.
  - Targeted or sophisticated cyber attacks that go beyond common automated threats and require specialized expertise or services outside this package.
- In the unlikely event of such cases mentioned above, additional time, resources, or third-party services may be required to fully mitigate and recover from the incident. These costs are not included in the base hosting fee. Upanup will act quickly to recommend appropriate next steps and will seek written approval (including expedited email approval where possible) from the Organization before proceeding with any additional costs.
- For Organizations that prefer to eliminate the risk of additional costs entirely, enhanced hosting and security packages are available. These services provide broader coverage against advanced threats, but at a significantly higher monthly fee compared to this package. If desired, Upanup can provide separate quotes for such coverage.

Service Level Agreement (SLA)

If the City wishes to receive a SLA, please request it at any time. The following outlines what is in the SLA:

- **Specifications**: Specifications of the chosen hosting and support packages, as outlined in the Scope of Work section; see the comparison charts for details.
- **Term & Adjustments**: The term is 1 year from the start date. After the initial year, the term is ongoing. A 30-day written notice is required from either party for changes or termination. If the City cancels partway through the annual billing period, they may receive a pro-rated credit for Upanup services for the unused portion of the year, calculated based on the number of full months remaining. Please note that there will be fees associated with any request for hosting transfer.
- **Start Date**: The hosting start date for this Agreement is the website launch date.

12. Support Services

Support request process

Retainer support clients enjoy front-of-the-line status for service requests. Support requests will be submitted directly to Upanup's support desk (e.g., email or webform submission), which goes directly to several members of Upanup's website support team.

1. **Contact detail**. Upanup's Support Team can be reached during regular support hours through one of the following channels:
   a. Emailing the Support Team at: Support@Upanup.com
   b. Online form if mutually agreed between Upanup and the City
   c. Calling the Support Team at: 1-250-590-1721
2. **Customer responsibility**. When reporting an incident to Upanup, the City's responsibilities are to notify Upanup what occurred, when it occurred, any error messages received, relevant screenshots/links, and what other items or tasks were being performed at the time by the City .

Response time

Upanup will provide the City with a response and a resolution within the specified time limit based on the below Priority Code of the Support Issue (a "Response Time" and a "Resolution Time"). The following Target Response Times are within the hours of coverage and are considered to be business hours/days.

Priority Code	Description	Response Time	Resolution Time
P0 - Critical	The problem is impacting all users by the service being unavailable with no work-around available.	30 Minutes	1 Hour
P1 - Urgent	The problem is impacting a significant number of users and is causing a significant business impact, where there is no work-around available. This includes inaccessible website, networking problems, cyberattacks, software failures, and/or code errors.	1 Hour	1 Day
P2 - Non-Urgent	The problem is minor and requires assistance from Upanup for errors that do not hinder the website from being accessible and a work-around does exist. This includes minor enhancements, assistance with login issues, etc.	2 Hours	2 Weeks

Hours of coverage

Upanup's business hours are 5:30am to 5:00pm PT, Monday through Friday excepting statutory holidays.

Blackout Dates and Holidays

The following days are considered standard days of unavailability for Upanup and the City as of the date of this Agreement. For some holidays where it falls on a weekend, another day (e.g., Friday or Monday) will be the holiday instead.

Upanup's Blackout Dates or Holidays

- New Years Day
- Family Day
- Good Friday
- Victoria Day
- Canada Day
- Heritage Day / BC Day / Civic Holiday
- Labour Day
- National Day for Truth and Reconciliation
- Canadian Thanksgiving
- Remembrance Day
- Christmas Day
- Boxing Day

Emergency Contact

On-call and emergency support are provided outside of regular hours through online and by phone. Please inquire directly with us for more details.

Problem Escalation

Upanup has a well-defined problem-escalation process that ensures issues are resolved quickly, transparently, and at the right level of expertise. Please inquire directly with us for more details.

Artificial Intelligence Use Policy

At Upanup we encourage team members to utilize tools that are consistent with our values, and particularly help us be more efficient while creating quality work. This includes Artificial Intelligence (AI) tools, which have been used to assist our team's preparation of our proposal for the City of Joplin.

AI is used internally to help make us more efficient, gain progress faster and provide quality work. Solutions for our clients need to consider AI where it is sensible and helps users. Solutions that utilize or work with AI will be an important part of Upanup's future.

Our approach to using AI tools is guided by the following principles:

1. We use AI tools to help our efficiency and quality, to achieve our purpose and to drive towards our strategic direction.
2. We uphold integrity by not publishing content or code created by artificial intelligence without reviewing, doing a quality check and testing.
3. We ensure privacy and security of Upanup and our clients are upheld by never disclosing private or confidential information to shared AI tools.
4. We look to add a human element to content created using an AI tool.
5. We do not use AI to replace existing jobs, only to make existing jobs more efficient and provide us with better ability to scale.
6. We attempt to prevent, identify and address bias that can proliferate in AI-generated content.
7. AI tool usage should be made transparent internally with associated team leads (i.e. no secretive use of AI tools).
8. We do not hide our usage of AI from clients. We should disclose to them when it makes sense or when asked. This is similar to how we would disclose using any other tool.

The above principles are subject to change as our use of AI tools evolves and matures. We may notify our clients as needed as when any material adjustments are made in future.

If you have any questions or concerns in relation to Upanup's use of AI tools, please contact us directly at contact@upanup.com.

Thank You

Final Thoughts

Upanup appreciates the comprehensive vision articulated in the City of Joplin's RFP. Our response demonstrates how our **open-source, headless/decoupled architecture**, **robust project methodology** and **municipal expertise** align perfectly with the City's Tier 1 requirements, while offering scalable options for Tier 2 and Tier 3 enhancements. We are committed to delivering a secure, accessible, and future-proof digital ecosystem that empowers City staff and serves the community.

Working Partnership

Our values are incredibly important to our work and our working relationships. They are as follows: integrity, friendliness, progress, efficiency, and quality. We believe these values align well with your goals and culture, and we look forward to the opportunity to work with you!

Confidentiality

Please note that the information included in this document is confidential and only to be shared with the intended audience at the City of Joplin.

Payment

Upanup accepts check. The following address will be used on the invoice unless otherwise requested by the City of Joplin.

- 602 S. Main St. Joplin, MO 64801

Invoicing will likely be equal monthly payments unless otherwise mutually agreed between Upanup and the City of Joplin.

Proposal Left Open

This proposal will be left open for 6 months from October 15, 2025.

Contact

If the City has any questions, please connect anytime at **contact@upanup.com.**

From all of us at Upanup, thank you and we look forward to the opportunity of working with the City of Joplin!

Request for Proposal #2025-RFP-24

Comprehensive Website Design, Development, and Technology Implementation Services

Issued on: September 10, 2025
Proposal Responses Due: 4:00pm CST on Wednesday, October 15, 2025

Mail responses to:

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

Staff: Drew Douglas, Director of Marketing & Communications
Email: ddouglas@joplinmo.org

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NOTICE TO BIDDERS

The City of Joplin, Missouri will accept sealed bid proposals until Wednesday, 4:00 pm, October 15, 2025, at Joplin City Hall, 602 S Main Street, Joplin, Missouri, 64801 to PURCHASE the following:

Comprehensive Website Design, Development, and Technology Implementation Services

Specifications and bid forms are available from Drew Douglas, Director of Marketing & Communications by calling 417-624-0820 ext.1206, emailing ddouglas@joplinmo.org or by writing to the address indicated above. Any bids received after the specified deadline will be returned to the vendor.

The City reserves the right to evaluate all bids, to reject any or all bids and re-bid at a later date. The City may waive any irregularities in the bid or negotiate variances from specifications, and make awards that are in the best interests of the City. The City will have final decision in all matters regarding acceptance of bids and issuance of awards.

The City encourages minority and female-owned businesses to submit bids on all City purchases.

Leslie Haase, CPA
Finance Director

Publication Date: September 10, 2025

1 Executive Summary & Background

The City of Joplin, Missouri (City) is seeking proposals from qualified firms (consultant) to provide comprehensive website strategic consultation, project management, website design, development and implementation, including technology selection and procurement. The project includes all solutions for updating our website, **joplinmo.org**, with a more user-friendly website, emphasizing excellent user experience.

The new website will be the City's primary hub for informing our community while making it easy for anyone to complete City business online. The website must be built using a flexible, robust, and future-proof CMS to empower City staff to easily update content across our digital experiences in a timely manner, while ensuring that the City's webmaster has maximum ability to influence design for both consistency across our digital experiences and creation of new page layouts as needed.

We are seeking the aid of an experienced website developer and technology implementation consulting firm which specializes in partnering with local governments to enhance their online and digital capabilities.

Consultants responding to this RFP should explain their qualifications and prior experience in website project management, propose solutions to all outlined project priorities and recommend an itemized project budget to include any third-party services, including but not limited to:

- Content Management System (CMS)
- Hosting
- Online Fillable Forms with Payment Fields
- Mass Alert Text and Email Messaging System
- Searchable Document Libraries

Additional Website for new Bike Park on same CMS:
The City is currently constructing a new destination bike park, which will be a world-class facility. In order to properly promote and market the facility, while providing interactive features for all park visitors, we must create a new website all about this new bike park using the same CMS, so content about the park can easily be syndicated across any digital experiences. This website should have a unique look and feel, making the most of the new brand identity for the park which is currently under design and development by Spoke & Wheel, a subsidiary of American Ramp Company, which the City has contracted for the project. Any marketing materials developed for the park should be featured on this website, along with the capability to reserve certain facilities, purchase items, and see information about the park and events hosted in the park. The website should also tie in to volunteer communities on social media and we may want to allow certain community volunteers or contracted marketing firms to have access to

update content for this website, without impacting or accessing content in the CMS for the main City website. All responses to this RFP must include a proposal for this bike park website in addition to the main City website.

1.1 Project Vision

The City's vision is for our websites and other digital experiences to be built on a single CMS platform, to transition to a .gov domain for our primary website, and set a standard for government efficiency, user-friendly interface, streamlined digital government processes, and proactive communication with the public. We strive to raise the bar for high-performance local government digital experiences.

Lifespan:
Our redesigned website and new peripheral websites and future digital experiences should be designed to meet our needs for at least 5 years. We hope this will be the last time the City has to transition our online content from one CMS to another, and that future website redesigns will be able to occur without needing to migrate content again.

Residents, businesses, visitors and others need to be able to:

- Easily locate public information, documents, and services.
- Easily complete and submit forms from their desktop or mobile device and make payments, and even reserve facilities or book appointments.
- Easily check the status of their own personal or business accounts held with the City and change their own preference settings.
- Easily manage their alert preferences to receive text and email alerts for the news categories they wish to subscribe to.
- Quickly find the right answers and solutions for their questions and concerns.

The total experience of the website plus integrated softwares or linked portal websites should allow citizens to accomplish anything they might need with the City and any of its departments **WITHOUT having to touch paper**. We also want to minimize the amount of paperwork our staff must print, track and archive, by transitioning to online and digital processes. We do need to continue to offer paper versions of processes for those citizens who prefer paper forms, and for the contingency of a total internet outage.

1.1.1 Comprehensive Project Consulting, Implementation & Maintenance

The selected firm will be responsible for the full lifecycle of the website project, including strategic planning, design, development, implementation, selection and configuration of a CMS, recommendation and setup of hosting infrastructure, integration of third-party services, and estimation of all ongoing costs.

Respondents are expected to propose a complete solution, inclusive of all technology licensing, SaaS tools, and infrastructure components necessary to support the site post-launch. The total project costs, including both initial and recurring annual expenses, must be proposed within a single, itemized and consolidated budget.

1.1.2 Summary of Key Expectations

The final website should reflect a high-quality digital experience in the following areas:

1.1.2.1 Content

1.1.2.1.1 Only New & Approved Content To Be Migrated

The site should only contain that content which has been reviewed for relevance, accuracy, and voice. We need to be sure not to blindly migrate outdated, irrelevant, or poor-quality content.

1.1.2.1.2 Content Approval & Auditing

The CMS should include tools for reviewing, approving, and auditing content, as well as setting reminders to those with certain content roles when their content should be reviewed/updated next.

1.1.2.1.3 Reusable Content Components

Content should be built using reusable components for syndication/display in different ways across different pages, sites, or other digital experiences.

1.1.2.2 Workflow & User Experience

1.1.2.2.1 Organization

The website content should be organized intuitively with concise menu designs to mitigate overwhelming options.

1.1.2.2.2 Searchability

All content should be highly searchable, with robust filtering, and excellent accuracy of search results.

1.1.2.2.3 Mobile-First & Device Scaling

Mobile-first design while scaling layouts for all screen widths.

1.1.2.2.4 User Journeys

Deliver a positive user experience by focusing on a service-based user journey philosophy.

1.1.2.2.5 Friendly URLs

All pages should have friendly URLs. All PDF documents available through the website should also have friendly URLs, using the document name.

1.1.2.2.6 Accessibility & Translation

Accessibility (WCAG 2.0 AA compliance minimum) and translation tools.

1.1.2.2.7 Interactivity

Interactive maps, data dashboards, forms, etc.

1.1.2.3 Visual Design

1.1.2.3.1 Brand Standards

Incorporate brand standards, meaningful iconography, featuring high-quality local photography and embedded videos.

1.1.2.3.2 Contemporary Style

The website should look vibrant, clean and welcoming to encourage engagement and trust. The site's visual style should not look outdated within the next 5 years.

1.1.2.3.3 Consistent Layouts & Styles

Consistent page layouts, branding, color and typography, with attention to header hierarchy.

1.1.2.3.4 Design Flexibility for the City's Webmaster

Flexible tools which only the City's Webmaster can use to design new page layouts and ways to present information visually, while constraining most content contributors to templated workflows to ensure consistent presentation of content across departments.

1.1.2.3.5 App-like Experience

Large buttons, mobile-friendly tables and charts, etc.

1.1.2.4 Software Integrations

1.1.2.4.1 APIs and Webhooks

Use API's or webhooks to create seamless customer experiences which can begin in the website, manipulate data in other City softwares as needed, and display confirmation of transactions completed in the customer-facing account portal.

1.1.2.4.2 CentralSquare Naviline ERP Integration

Integration with CentralSquare Naviline (ERP) to enable reconciliation of financial transactions such as purchases, bill/invoice payments, refunds, and cancelled transactions.

1.1.2.4.3 Parks & Recreation Management Software Integration

Integration with Parks & Rec software to enable program registration, facility reservation, and purchases at points-of-sale.

1.1.2.4.4 Minimize Data Re-Entry by Staff

Paperless workflows for the public wherever possible, while minimizing paperwork and data re-entry for staff.

1.1.2.4.5 Solutions Consulting & Software Recommendations

Recommend additions or replacements for current softwares in our technology environment, especially towards tech which can integrate with the website.

1.1.2.5 Security & Support

1.1.2.5.1 Best Practices

Implement best practices for website security to protect customer, user, and public data from becoming compromised. (SSL, FedRAMP, daily offsite redundancy backups, data encryption, etc.)

1.1.2.5.2 Read-Only Data Transmission

Transmit content as read-only data to protect against DDOS attacks.

1.1.2.5.3 Cloud Hosting

Reliable cloud hosting & disaster recovery.

1.1.2.5.4 Continual Improvement

Automated updates, security patches, and redundant firewall solutions.

1.1.2.5.5 SSO & MFA/2FA

SSO & MFA compatibility with Microsoft Authenticator.

1.1.2.5.6 Reliable and Accessible Support

24/7/365, US-based support for emergencies involving the website.

1.1.2.5.7 Domain Support

Assist with transition to .gov domain for websites, retaining other domains as aliases which will direct to the new .gov. Purchase & hold more domain names to prevent page spoofing. Redirect certain current URLs to the replacement pages on the new website to minimize broken links and 404 errors.

1.2 Background & Context

1.2.1 Domain Names Currently Owned by the City of Joplin

These names are hosted at GoDaddy, but DNS is hosted by CivicPlus currently:

1. Drive4joplin.com
2. Flyjoplin.com
3. JATSO.org
4. JLNairport.com
5. JoplinCDBG.com - will direct to a page about CDBG-DR (disaster recovery)
6. JoplinCVB.com – should direct to VisitJoplinMO.com
7. JoplinGIS.org – directs to the JoplinWebMap, ESRI ArcGIS.
8. JoplinHealthDepartment.org
9. JoplinHistoricPreservation.com – directs to a page about this commission.
10. JoplinMO.org
11. JoplinMOfire.org
12. JoplinParks.org

13. JoplinPolice.org
14. Maps-transit.com – directs to a portal by Modaxo where riders can book/view/cancel trips, and see where their ride is.
15. VisitJoplinMO.com

Find more information about where we intend to route the other domain names under section 3.1.9

1.2.2 City's Current Technology Environment

1.2.2.1 Microsoft Office 365:

The Marketing & Communications Department and IT Department are working with SHI to build out the City's first-ever employee intranet site using Sharepoint. The City already has an enterprise-level agreement with Microsoft to provide staff with Office 365 licenses. Most but not all city staff have email access and Microsoft user access; positions which are not required to conduct work using City computers may not be issued such access.

1.2.2.2 CentralSquare:

Finance Department uses CentralSquare's Naviline ERP for accounting and budgeting. The Planning & Development Department and Finance department are working together and are in the process of implementing a module for building permits and inspections. This includes an online portal (Click2Gov) where those wishing to apply for a permit will be able to complete an application online and data from these forms will be synced into the Naviline accounting system. The Finance Department currently uses a similar Click2Gov portal to accept Utility Bill payments, and is in process of implementing a module for Business Licensing which will have a third Click2Gov portal. Public Works and Finance are also working together to implement the Lucity Enterprise Asset Management system which is also now under CentralSquare. Police currently use CentralSquare's Pro Suite (powered by Zuercher) Computer-Aided Dispatch (CAD) system and RMS system. This also provides crime mapping and crime reporting tools which are preferred by the department over the SeeClickFix solution for crime reporting.

1.2.2.3 CivicPlus:

The City's current website, joplinmo.org is hosted by CivicPlus, and is built on their "Website Central" product. We have been with CivicPlus since January 2012. We paid no fees for the first-year support, maintenance & hosting, server storage not to exceed 30BG, media center storage not to exceed 10GB at a value of $69,928. We have also not been charged for annual fees since, at a year-2 value of $10,297. We are billed for other add-ons, modules and software products such as the "Design Center Pro" module, and for form encryption, although the City has not created any forms which accept payment through the website. For example, the Health Department currently collects payments through the Parks' CivicRec system when members of the public wish to register for a health department class. The City also has a series of contracts with

CivicPlus to use the following CivicPlus products:

1.2.2.3.1 Civic Engage - Website Central Modules in Use

These are modules which are enabled in the CMS and are actively being used or have been used. Some are not used/implemented by staff as thoroughly/consistently as possible. Our new website and CMS will need to replace these modules/functionalities. Please explain how your proposed solution would replace or improve upon each of these capabilities.

1.2.2.3.1.1 Agenda Center:

Create, post, and update agendas; affiliate minutes and/or streams (video and audio) with meetings.

1.2.2.3.1.2 Alert Center:

Graphically shows an important/emergency notification as a banner across the top of the home screen.

1.2.2.3.1.3 Archive Center:

Stores any recurring dated documentation, such as agendas, budgets, newsletters, press releases, etc.

1.2.2.3.1.4 Bid Postings:

Post and organize bids by category, title, or closing date.

1.2.2.3.1.5 Calendar:

Post meetings related to different boards/committees/etc. in one location but allow for residents to sort based on categories.

1.2.2.3.1.6 CivicMedia:

Stores audio and/or video content on our website – can be organized by channels/categories. (This is a legacy module no longer offered by CivicPlus)

1.2.2.3.1.7 Community Voice:

Allows for an open forum between the municipality and its residents.

1.2.2.3.1.8 Document Center/Public Images:

A repository that stores all one-time documents and images not archived.

1.2.2.3.1.9 Facilities:

A list of all facilities; ability to allow residents to make reservations for facilities through the website. (But we are currently using CivicRec "Recreation Management" for this functionality instead.)

1.2.2.3.1.10 FAQ:

Lists of frequently asked questions for our website.

1.2.2.3.1.11 Form Center:

Allows residents to fill out and digitally submit forms with extra charge for form encryption and "platinum security" so PII and PHI collection is accepted.
Forms (for citizen request tracker only): Allows residents to fill out and digitally submit requests or information that do NOT include PII or PHI through the Citizen Request Tracker Module, which we are not using, because we use SeeClickFix.

1.2.2.3.1.12 Graphic Links:

These are related to all buttons on the website.

1.2.2.3.1.13 Info Advanced:
Ability to show important information on pages using widgets.

1.2.2.3.1.14 Jobs:
Ability to post and have residents submit job applications through the website.

1.2.2.3.1.15 My Account/My Dashboard:
Ability to integrate single sign-on with the website and customize the Dashboard on the backend when logged into the website.

1.2.2.3.1.16 News Flash:
Ability to post updates/information that are important for community needs or information about community requests; easy way to publish articles on website. 13 categories. The category with the highest number of subscribers is "City News" with 507.

1.2.2.3.1.17 Notify Me:
Allow website users to sign up for notifications through the website on any topic or category they're interested in signing up for. 896 subscribers to the "Calendar" category. 572 subscribers to the "Main" category.

1.2.2.3.1.18 Online Job Application:
Ability to post and have residents submit job applications through the website. (This module is being sunset, CivicPlus recommends reviewing and moving published items into the Jobs or Form center modules.)

1.2.2.3.1.19 Pages:
This module is needed on the back end but is utilized when Live Edit is on.

1.2.2.3.1.20 Quick Links:
Provide links to important information, documents, or related websites easily through this function.

1.2.2.3.1.21 Real Estate Locator:
Lists residential and commercial properties within the city (list only available properties and search by category options.)

1.2.2.3.1.22 Request Tracker:
Allow citizens to request updates, service needs, renewal requests through the city's website (examples: replacing a streetlight, filling a pothole, etc.) But we are currently using SeeClickFix rather than this module.

1.2.2.3.1.23 Resource/Business Directory:
The "white pages" of the website – lists businesses, contact information, etc.
Staff Directory: A list of all staff and contact information for those employed at the organization.

1.2.2.3.2 Modules Available from CivicPlus but Not Currently In Use:
These are modules enabled within the CMS but have never been used by the City. We probably ought to be making use of these capabilities, and your proposal should allow us to be able to accomplish the functions offered by these modules.

1.2.2.3.2.1 Activities:
Allows you to keep track, organize, create, and configure your activities for events. (Not

used because Parks uses Recreation Management "CivicRec")

1.2.2.3.2.2 Blog:

To share information in articles for citizens to read and keep up with. (Example: Director's Corner)

1.2.2.3.2.3 ePayment Center:

This allows for a secure, PCI-compliant payment gateway for your online services with CP Pay. If CP Pay is not a part of your contract, you cannot use this module. NOTE: CP Pay is not part of our current contract.

1.2.2.3.2.4 Opinion Polls:

Create polls that allow users/residents to vote on a specific topic. NOTE: Surveys to gather public opinion and feedback would be more frequently used than voting.

1.2.2.3.2.5 Photo Gallery:

A place to create albums from all images utilized on your website.

1.2.2.3.3 Modules Not Enabled:

The "Locations" module is the only one offered by CivicPlus which is not currently enabled in the CMS but is available at no cost. Locations module can be used to pre-populate the City, State, and/or Zip Code in the Facilities and Activities modules. However, Parks & Rec department currently uses CivicRec Recreation Management.

1.2.2.3.4 CivicRec:

Parks & Rec management software. Parks Department leadership is not satisfied with this product and is currently in process of exploring transition to a more user-friendly product such as Rec Technologies. (Rec.US) Which we liked when we saw a product demo.

1.2.2.3.5 CivicSend:

Allows for multi-channel citizen communications through a single point of access; easy way to send mass communications through newsletter form. (We have recently disabled this module which had additional cost, to allocate the funds for the Design Center Pro module.)

1.2.2.3.6 Design Center Pro:

Allows customization of the appearance of the website without having to go through the Client Success Manager or CivicPlus to make design changes. However, this is still does not provide satisfactory design control for the City's webmaster.

1.2.2.3.7 Premium Department Header for JATSO page.

The City pays an annual fee to have a "Premium Department Header" for the JATSO page of the City website. This allows the JATSO page to have its own look and navigation, though we have not taken full advantage of this. JATSO is a 3rd-party board and therefore, the City should not incur any expense on behalf of JATSO for this website project, unless reimbursed from the JATSO budget.

1.2.2.3.8 See.Click.Fix.:

See.Click.Fix. allows citizens to take pictures of problems and submit ticket requests to various city departments based on what the issue is. This seems to work best for public

works, parks, and neighborhood services operations issues, but is not a good tool for public safety issues. We intend to integrate See.Click.Fix. into the new Lucity Enterprise Asset Management System once it is operational, but we are open to any recommended replacement solutions for SeeClickFix.

1.2.2.3.9 Social Media Archiving

This product is satisfactory, does not currently integrate with the website, and can be maintained as a separate tool for the Marketing & Communications Department to use for archiving of social media content and comment sections, to facilitate compliance with Open Records laws. Functions as a way to search all social media records whether a post or comment can still be found on the platform or has been deleted.

1.2.2.3.10 Municode Codification:

Municode is another CivicPlus product which can be maintained separately from the website, as it currently does not integrate with the website, but functions as a separate portal where website visitors can view the complete city codes. This solution works well enough and we are not looking for a replacement solution unless a replacement would be better and cheaper.

1.2.2.4 Granicus:

IT has been using Granicus to record, encode, and store the library of video recordings of city council meetings. The library is embedded onto a page of the website. The archive can be found here: https://www.joplinmo.org/182/Video-Multimedia This works but we are open to proposed replacement solutions so long as the archive could be migrated to the new solution with minimal city staff time.

1.2.2.5 Tyler Technologies – Municipal Online Payments:

Municipal Court uses this portal for searching municipal violations by citation number.

1.2.2.6 Figma:

The City's Webmaster uses Figma, and would like to be able to use it for webpage design for the new website if it is possible to integrate with the CMS.

1.2.2.7 FlowMapp:

The Webmaster and Director of Marketing & Communications have been using FlowMapp to build out ideas for the city's new website map.

1.2.2.8 ESRI - ArcGIS:

Geographic Information Systems, mapping. The City's GIS technicians are housed within our IT department but serve a variety of departments.

1.2.2.9 HS GovTech (HealthSpace):

Health Department uses this software for environmental health services.

1.2.2.10 FirstDue:

Fire Department records module. Community Connect is another module designed for citizens to input information about their home or business so when we are dispatched to them, we have information on the location which we can keep in mind.

1.2.2.11 TripSpark:

Transit division uses this software for reserving pre-scheduled bus rides, and this software allows Transit supervisor to see live location of busses.

1.2.2.12 Bentek: benefits registration.

Link out to the Bentek portal.

1.2.2.13 Bamboo HR:

Onboarding, compliance, offboarding. This software is being purchased but has not been implemented yet.

1.2.2.14 TimeClock Plus:

Electronic Time & Attendance. This cloud-based software was recently implemented and is still being rolled out to all departments. Integration with CentralSquare's Naviline product has been implemented.

1.2.2.15 Adobe:

The IT department manages the City's Adobe contract, with seats for certain softwares provided to certain staff roles based on relevancy for their work. The Marketing & Communications Director and Webmaster roles both have full Adobe Cloud Suite access.

1.2.2.16 Constant Contact:

Marketing & Communications Department uses Constant Contact for email marketing purposes, especially for production and distribution of monthly email newsletters.

1.2.2.17 Survey Monkey:

Marketing & Communications Department uses Survey Monkey to build and distribute surveys on an as-needed basis. Various consultants may build and distribute surveys through other methods for the public engagement aspects of projects they are hired to assist city departments with.

1.2.2.18 Trello:

Marketing & Communications Department staff use Trello Pro for project tracking and to-do lists.

1.2.2.19 Meltwater:

Marketing & Communications Department staff use Meltwater for news media and social media monitoring and reporting.

1.2.2.20 Canva:

Marketing & Communications Department staff use a Canva Pro team for some graphic design.

1.2.3 Municipal Organization & Department Structure

Understanding our organizational structure and departmental functions lends insight into how the website might need to be organized, what capabilities the website will need to have, and types of content our customers are looking for.

1.2.3.1 Council, Boards, and Administrative Departments

1.2.3.1.1 City Council

The City Council will need its own landing page and sub-navigation. These will use the same branding as the main site, but should also feature the city seal in addition to the J-con. We want integration with meeting agendas, minutes, council member profiles, and video livestreams and recordings of meetings.

1.2.3.1.2 Boards & Commissions

Boards & Commissions will need its own landing page, including a form for applying to serve. Each of the 28 boards and commissions will need a single page, some may need a few sub-pages. The only one of these to have their own subsite would be JATSO. Most will need the ability to post their meeting agendas and minutes, and display a list of current board members and term information.

1) ADA Accessibility Committee
2) Airport Board
3) Board of Adjustment
4) Board of Health
5) Building Board of Appeals
6) Capital Improvement & Public Safety Sales Tax Oversight Committee
7) Centennial Celebration Commission (expires in 2026)
8) City Tree Board
9) Convention & Visitors Bureau Advisory Board
10) Design Review Committee
11) Enhanced Enterprise Zone Advisory Board
12) Finance Oversight Committee
13) Historic Preservation Commission
14) Housing Authority (External, 3rd party board – no minutes.)
15) Industrial Development Authority (External, 3rd party board – no minutes).
16) Joplin Historical and Mineral Museum
17) Joplin Redevelopment Corporation, Inc. (External, 3rd party board)

18) Joplin Sports Authority Committee
19) ~~Joplin Youth Council~~ Dissolved.
20) Library Board (External, 3rd party board)
21) JATSO - Metropolitan Planning Organization (MPO) Joplin Area Transportation Study Organization Policy Board (External, 3rd party board)
22) Parks & Recreation Board
23) Personnel Board
24) Planning & Zoning Commission
25) Police and Fire Pension Board
26) Proposition Action Implementation and Oversight Committee
27) Solid Waste Advisory Commission
28) Tax Increment Finance (TIF) Commission
29) Traffic Commission

1.2.3.1.3 Administrative Departments

1) City Manager's Office
2) City Clerk's Office
3) Finance Department
4) Legal Department
5) Human Resources
6) Information Technology
7) Marketing & Communications

1.2.3.2 Municipal Court

Municipal Court strives to maintain a separate identity from the rest of the municipal government. Therefore, their page should have a different branding and unique menu, but can use the same logic and content should be located within the same CMS as the City website. Court pages may include some permanent content about how the court operates, but we don't anticipate any integrations or dynamic content, as the court relies on links out to sites such as MissouriCourts.gov and courts.mo.gov

1.2.3.3 Public Works Department

1.2.3.3.1 Engineering:

Content about engineering would probably be considered general content for Public Works. They are implementing a new Asset Management software and are exploring project bidding & management software for the future. A section of this team manages right-of-way, and probably needs some fillable forms related to this, for when construction crews need to request access to dig in our right-of-way.

1.2.3.3.2 Wastewater Treatment Plants:

I believe we should treat the wastewater/sanitary sewer utility as a sub-site or department landing page, with emphasis on making it easy for users to pay their bill. The utility does not have its own branding currently, but we could develop it before the new website goes live. There is a Click2Gov portal we will link to where utility customers can pay their bill online, and this portal is integrated with the CentralSquare Naviline accounting software.

1.2.3.3.3 Streets & Stormwater:

Leaf pick-up program needs a page with an interactive map to show where the crews are going to collect leaves, and where they have already completed the work. Snow Removal program needs a page with an interactive map of snow removal routes by priority.

1.2.3.3.4 Sanitary Sewer Maintenance:

This content should be found through a landing page for the sewer utility, with a link to a way to report sewer leaks, missing manhole covers, etc.

1.2.3.3.5 Solid Waste/Recycling:

We are in process of developing a unique brand identity, "Joplin Recycles" as part of a grant-funded marketing campaign. The grant sets aside $50,000 towards improving our recycling website, so this sub-site or department page should get some special attention as a part of this project. We are interested in adding the "Waste Wizard" or similar tool to this page of the website.

1.2.3.3.6 Central Garage:

Not considered part of Public Works, but they report directly to the Assistant City Manager, performing maintenance on city vehicles and equipment across various departments.

1.2.3.3.7 Facilities:

This division performs maintenance on city facilities, as well as janitorial services. Unsure what if any content they would need on the public-facing site, except a directory of city facilities with addresses.

1.2.3.3.8 Transit:

We should treat Joplin Transit as a sub-site or department landing page. Transit operates both the fixed-route Sunshine Lamp Trolley system and the on-demand door-to-door MAPS service. We'd like to integrate tools for viewing the Trolley route map, scheduling a ride on MAPS, and even the ability to see the current ETA of the Trolley to your stop, or the ETA of the MAPS van to your location.

1.2.3.3.9 Airport:

The airport currently has its own standalone site, FlyJoplin.com. It may not need to have it's own website, but rather, can work as a sub-site or department landing page so long as it can feature the airport's unique branding and content being developed by the airport's marketing agency.

1.2.3.4 Police Department

The Police Department should have two user experiences, one for recruits, and another for citizens who are learning about and interacting with their police department. The landing page(s) should have branding of the department and a unique menu, but can use the same logic and content should be located within the same CMS as the City website. Content about their services and programs needs to be able to be found from the main website's navigation options as well as from the department-specific menu.

1.2.3.4.1 Uniform Operations:

Patrol Teams, Traffic Unit, SWAT/Negotiations, K9 Unit, Bailiff, Reserves, Explorers Program.

1.2.3.4.2 Investigations:

Property Crimes, Persons Crimes, ODET, Cyber Crimes, TFO, Evidence Facility, Flex Platoon.

1.2.3.4.3 Professional Standards:

Training, Public Information Officer, Records, Fleet/Facilities, Crime Analysis, FTO Program.

1.2.3.4.4 Support Services:

Jail, 911 Dispatch, School Resource Officers, Grants, Sentinels, CIT Program, Co-Responder Unit, CALEA Accreditation, Community Services (CPTED, Citizen Police Academy, etc.)

1.2.3.5 Fire Department

The Fire Department will need to have two user experiences, one for recruits, and another for citizens who are learning about and interacting with their fire department. The landing page(s) should have branding of the department and a unique menu, but can use the same logic and content should be located within the same CMS as the City website. Content about their services and programs needs to be able to be found from the main website's navigation options as well as from the department-specific menu.

1.2.3.6 Health Department

The Health Department landing page(s) should have branding of the department and a unique menu, but can use the same logic and content should be located within the same CMS as the City website. Content about their services and programs needs to be able to be found from the main website's navigation options as well as from the department-specific menu.

1.2.3.6.1 Administration:

Birth & Death Records, Health Education, Liaisons, Coalitions, Coordination with Hospitals & MODHSS, Emergency preparedness, Worksite Wellness program for city staff.

1.2.3.6.2 WIC:

Income-based supplemental food and education for pregnant and post-partum women, infants and children under 5. Lactation support.

1.2.3.6.3 Medical Services:

Vaccinations, Communicable Disease Investigations, Testing for Pregnancy, STI, TB, Hepatitis C etc. CPR Training & Education.

1.2.3.6.4 Animal Control:

Trapping, stray and dangerous animals, Animal Welfare and Bite Investigations, Nuisance & Wildlife Complaints, Education, Spay/Neuter Financial Assistance.

1.2.3.6.5 Environmental Health Services:

Inspections (food, lodging, daycare, tattoo, pools), Commercial Plan Reviews, Mosquito Fogging, Health & Safety Education.

1.2.3.7 Planning, Development & Neighborhood Services

This department does not need unique branding, and content needs to be found easily in multiple ways. For example, someone may want to learn about building codes before beginning a permit application. However, another site visitor already familiar with our processes will want to jump right into completing another application.

The Planning & Development Department and Finance department are working together and are in the process of implementing a module of CentralSquare for building permits and inspections. This includes an online portal (Click2Gov) where those wishing to apply for a permit will be able to complete an application online and data from these forms will be synced into the Naviline accounting system. We will simply link to this portal from the current website beginning in a few weeks, and anticipate linking from the new website to the same Click2Gov portal. This is where any building permits which can be applied for online will be processed, but not all permits will be available initially for online application. Paper application processes will still be required for some permit types.

Currently, the content for this department is organized in the following manner:

1.2.3.7.1 Building Division

Building Codes. Inspections.

1.2.3.7.2 Planning, Zoning & Development

Permit Applications, Economic development, CDBG-DR, Short-term Rentals.

1.2.3.7.3 Neighborhood Services (Code Compliance)

1.2.3.7.4 Community Development programs

1.2.3.8 Parks & Recreation Department

Parks & Rec is another department deserving of its own branded experience, as a subsite or department landing page. We want every park facility to have its own page, and every program to have its own page. When you click to "register" or "reserve" something, the link should take you directly to complete the form and make payment in the department's new software system (not yet acquired. The department is currently on CivicRec, but likes Rec.US as a better user experience.)

1.2.3.8.1 Administration:

The Parks & Rec department is in the process of transitioning to a more user-friendly software system developed around a website experience. We need to make sure the department sub-site or department landing page experience feels seemless with the process of registering for programs, reserving facilities, etc.

1.2.3.8.2 Parks Division:

24 parks, parkways, green spaces which require maintenance totaling 1,070 acres of grounds. 15 full-time and 15 seasonal employees. They also oversee shelters, amphitheaters, two aquatics centers, the Joplin Museum Complex, the Joplin Senior Center, and Parr Hill Dog Park. We should have a page about each park facility, with a parks facilities landing page which has an interactive map with links to each park's page.

1.2.3.8.3 Joplin Bike Park:

This new park on schedule to open in early 2026 will be a world-class biking destination, with it's own unique branding and deserves to have it's own stand-alone website with content in the same CMS as the main city website. We may need this website to launch and be live before the redesigned Joplinmo.org as the grand opening of the park could be as early as November/December 2025. We are working to bring on a marketing agency to develop the content for this site.

1.2.3.8.4 Recreation Division:

4 full-time and over 175 seasonal employees manage sports leagues, aquatics, summer day camps, concessions, and special events. They are also coordinate major events, a variety of community groups, athletic organizations, and aquatics groups. Each recreational and aquatics program should have its own page on the site. Each major annual event should also have its own page on the site.

1.2.3.8.5 Aquatics Division:

Two aquatics facilities at Schifferdecker and Cunningham parks and will open the Ewert Splash Park and Ice Ribbon in summer 2026. They hire and train over 120 employees annually, including lifeguards, cashiers and managers. Swim classes, host the swim teams, and Aqua Zumba classes.

1.2.3.8.6 Athletic Maintenance Division:

5 full-time and 6 seasonal staff, maintaining sports fields and complexes, welcome signs, and the bike park which will open in Spring 2026.

1.2.3.8.7 Park Ranger Division:

The city currently has 3 park rangers who are highly visible and interactive ambassadors who serve as the first line of defense when issues arise in our parks. They work closely with Police to hand over cases which are criminal in nature. They are not armed.

1.2.3.8.8 Golf Course:

Schifferdecker Golf Course currently has its own stand-alone website. We need to determine whether this project can/should replace this site or not, depending on limitations of the golf course management software.

1.2.3.8.9 History & Mineral Museum:

The museum also currently has its own stand-alone website, which we would like to replace as part of this project. While all the content should be within the same CMS, I think this is a case where the museum does deserve to have its own unique front-end

website experience, but some content about our community history may be displayed in different ways on the Museum site versus the City's main site.

1.2.3.8.10 Cemetery Division:

This division maintains four cemeteries in town: Fairview, Parkway, Osborne, and Forest Park. They are also responsible for the streetscape flowers downtown. Services such as buying a plot or locating a loved one's final resting place should be easily found from main city navigation, but also from a page all about our cemeteries.

1.2.4 Performance Metrics & Insights for Current Website

Below are some metrics and insights regarding current usage of Joplinmo.org, to understand some of the priorities for this project. These metrics may help develop accurate pricing estimates for the project.

1.2.4.1 Total web pages: 800.

But only 442 are published. One hundred twenty-six are draft pages. Fifty-three are hidden pages. One hundred seventy-nine are linked pages. Very few, if any, pages will be migrated to the new site as-is, because so many of them need to have their content reviewed and updated. There are opportunities to combine pages with very little content, and opportunities to divide pages with too much content into multiple pages. We need to completely rethink the entire site map for each department and recommend new ways to reorganize their content.

1.2.4.2 Total Site Users Aug. 2022-Aug. 2024: 716,000

1.2.4.3 Total Page Views Aug. 2022-Aug. 2024: 2.2 million

1.2.4.4 Most Engaged Pages:

- Archive, meeting agendas, document center, jobs, jail roster, search, directory, animal control, building division, permit applications.

1.2.4.5 Most searched terms:

- Jobs, inmate roster, inmate, inmates, jhap, demolition, jails, warrants, tornado, arrest.

1.2.4.6 Mobile Users:

- 62.9% of site visits were using mobile device, 35.8% were using desktop.

1.2.4.7 Operating System & Web Browsers:

- iOS is most-used operating system.
- Top 3 web browsers are Safari, Chrome, and Edge.

1.2.4.8 Languages:

- Arabic has second-highest engagement time after English, almost 2x more than Spanish, possibly due to refugee community. Lots of engagement time from tourists from across Europe and Japan who are probably visiting while travelling along Route 66.

1.2.4.9 Frequently Visited Pages:

- Most users go directly to Online Payments, followed by: Search, Jobs, My Account, Staff Directory, Agenda Center.
- Majority of users search for public records relating to City Council meetings.
- Users have a diverse set of goals when visiting document center, such as business licenses, online payments, housing assistance, solid waste/recycling, bid postings, birth & death certificates, public transit, engineering, city maps, zoning, dog park, HR, elections, trail information. We need to help users find what they're looking for.
- Most users visiting the archive of public records are looking for jail roster and Police reports.

1.2.4.10 Form Center Submissions:

- There were over 18,700 form submissions across a total of 49 forms in 12 different categories.
- The categories with the most form submissions were: 1. Human Resources 2. Police Dept. 3. City Clerk 4. Information Technology 5. Marketing & Communications 6. Parks & Rec.
- The most commonly submitted forms were:
    1. HR - Online Employment Application: 8,217
    2. Clerk – Request for Public Information: 1,705
    3. Police – Storm Shelter Location: 1,488
    4. Police – Report A Crime: 1,300
    5. IT – Computer Access Form: 1,052
    6. MarCom – Joplin Pays it Forward: 884
    7. Parks – Tree Application Form: 698
    8. Clerk – Boards & Commission Application Form: 644
    9. Police – Report A Traffic Complaint: 625
    10. Clerk – Request to Address Council: 451

2 General Instructions & Requirements

2.1 RFP Schedule

The City anticipates that the following timetable will apply to this RFP. The dates following the RFP issue date are subject to change:

Activity	Date
RFP Issued	September 10, 2025
RFP Question Submission Deadline	September 24, 2025

RFP Due Date	October 15, 2025
Finalist Interviews (if required)	October 22-24, 2025
Vendor Selection	October 27, 2025
Complete Contract	October 30, 2025
Present Contract to Council for Approval	November 3, 2025
Consultant to Commence Work	November 18, 2025
Bike Park Website Launch	March 2026 (ideally)
Redesigned JoplinMo.org Launch	July 2026 (ideally)

2.2 Proposal Requirements

Each Proposal must include the following:

The Proposal must detail how the Consultant will provide the Scope of Services required by this RFP and the cost of providing each service and product outlined herein. The proposal must address each Tier 1 specification included in the RFP (Tier 1 items are considered minimum requirements), and the lowest/base cost estimate quoted must be capable of fulfilling the Tier 1 items unless the proposal specifies which of these items are not included in the base cost estimate. The proposal must also outline which, if any, Tier 2 or Tier 3 specifications can be met with the base cost estimate, or what additional costs will be required in order to achieve each item. Price guarantees should be included if applicable. Consultants are encouraged to present in their proposals any alternative or creative means of providing any item or service specified in the Scope of Services, and the effect that approach would have on the proposed prices.

2.2.1 Company Profile

Provide the following information relative to your firm:

1) Firm name and business address, including telephone number and email addresses.
2) Year established (include former firm names and year established). Identify the country and state in which the firm was incorporated or adopted.
3) Provide the firm's type of ownership and, if applicable, parent company or subsidiaries. Include dates of any corporate mergers and/or acquisitions, including all present and former subsidiaries with dates of any and all restructuring since the founding date. Also, provide any licensure in Missouri.
4) Clarify the business address and telephone number of the office(s) at which the work is to be accomplished. Also include the name, address, and telephone number of the project manager.
5) Describe your firm's market positioning, core services, specialties/unique services, and describe the ideal or typical customer for your firm.

2.2.2 Organizational Structure

Describe your firm's organizational structure and discuss how you anticipate organizing your project team to manage this project and provide ongoing support after websites are launched. Roles for each person should be clearly defined along with reporting relationships/chain-of-command.

2.2.3 Key Staff Resumes

Provide a list of key project team members to be assigned to this project if awarded. Provide resumes for the project manager and other key managerial staff along with technical information including work experience, education, and work-related achievements. The key people proposed for the project must actually participate, and please indicate the percentage of each team members' schedule would be dedicated to this project. If, because of extenuating circumstances, a member must be replaced, the City must approve the new project team member.

2.2.4 Experience & Qualifications

Explain your firm and project team's experience and qualifications as they relate to the proposed project in terms of technical scope, tasks involved, deliverable products, and other elements of the work as they relate to the evaluation criteria and all requirements of this RFP. The Proposal should provide all information which the Consultant considers pertinent to its qualifications for performing the work called for by the RFP. Be sure to note any award-winning website designs with an explanation of which awards were earned and what innovative or creative approaches on your part led to such recognitions. We would like to see a portfolio of work with screenshots of page designs as well as links to live websites we can visit which your firm has designed and managed CMS implementation for.

2.2.5 References

Each Consultant must furnish a minimum of three (3) references. References should be listed for similar type of work as requested in this RFP. Each reference must identify and describe the project worked on and specify the originating and final project manager for the party providing the reference. References may or may not be reviewed or contacted, at the sole discretion of the City.

2.2.6 Summary of Proposed CMS Platform

Summary of the CMS platform should include explanation of the SAAS, explain the benefits of the proposed CMS over other competitive CMS solutions, and explain any other relevant information about this solution, including any 3rd party staff to be assigned to the project or to the City for ongoing implementation and support.

2.2.7 Summaries for Other Proposed Solutions/Softwares

Summary of other softwares or services proposed to be included or recommended as optional additions or replacements for the City's tech environment. Explain the benefits of each recommended solution. Explain other relevant information about these solutions

such as any 3rd party staffing to be assigned to the project or examples of how these solutions have been implemented and/or integrated into other websites.

2.2.8 Point-By-Point Response to Any Scope of Work Priorities Unable to Be Fulfilled by Proposed Solutions

Please provide a specific response to any and each point of the Scope of Work (whether listed as Tier 1, 2 or 3 level priority) which your proposal cannot fulfill as specified. Provide an explanation of any priorities which your proposed CMS platform or other solutions cannot meet, and either propose alternate capabilities or explain why you believe such capability should be de-prioritized. Please specify if your proposed CMS or other SaaS solution cannot currently meet a priority as specified, but is scheduled for product improvements which will satisfy our desired capabilities.

2.2.9 Methodology, Process and Timeline to Launch Redesigned joplinmo.org

Each Consultant must provide a description of their approach, methodology and process, along with a proposed project timeline to include the transition of content to the new CMS and development of the new City website. The City aspires to launch the new site in May 2026, but we are open to alternate proposed project timelines with justification. July of 2026 may be more realistic.

2.2.10 Timeline to Launch Bike Park Website

Each Consultant must also provide a parallel project plan and timeline for development of the new Bike Park website, which will need to be ready to launch/go-live before the main City website. We currently anticipate the Bike Park grand opening in early 2026, but the park may open to the public as early as November 2025, and the site must be ready to launch by the ribbon-cutting. There is a branding firm already assigned to the Bike Park construction project, which is developing the park identity. The City is also concurrently seeking bids to identify a marketing agency of record for the Bike Park, which will be responsible for developing content to be placed on the bike park website.

2.3 Project Budget

Respondents to this RFP should propose a total project budget to include: consulting, website design and development, CMS licensing, hosting costs, maintenance, support, and any costs for third-party softwares, subscriptions, and technologies which will be required or recommended for complete and thorough completion of the project as outlined in the RFP.

Proposer must outline:

- One-time implementation costs for all Tier 1 priorities.
- Recurring annual costs for all Tier 1 priorities.
- One-time implementation costs for all Tier 2 and Tier 3 priorities.

- Recurring annual costs for all Tier 2 and Tier 3 priorities.
- Options for additional recommended products or services along with pricing.
- Options for replacement solutions for softwares/solutions already in the City's tech environment along with pricing, especially where the recommended replacement solution would be easier to integrate with the website than our current softwares.
- Hourly labor rates for additional services should the City desire to develop and implement additional phases of the website project in future budget years for new modules, widgets, etc. for new features and capabilities or additional digital experiences. A certain amount of hours should be included in your proposed annual recurring costs to support such ongoing website improvements.

The City will pay the website consultant from a single budget line, including for SaaS and other 3rd party product or service costs associated with this project. The City will require transparent pass-through billing for one-time costs and recurring annual or monthly expenses.

2.4 Addenda to the RFP & Questions

The City may, at its sole discretion, issue Addenda to this Request for Proposals containing responses to questions and requests for information, clarifications or revisions of the RFP, or any other matters that the City deems appropriate. Addenda will be issued to those to whom the City sent the original RFP.

Any question, request for clarification, or request for additional information regarding this RFP should be submitted no later than September 24, 2025 via e-mail to ddouglas@joplinmo.org, or in writing, to Drew Douglas (Attn: City Website RFP), City of Joplin, 602 N. Main St., Joplin, MO 64801. No oral response by any employee or agent of the City shall be binding on the City or shall in any way be considered a commitment by the City. If a Consultant finds any inconsistency or ambiguity in the RFP, the Consultant is requested to contact Drew Douglas, Director of Marketing & Communications, at the above address.

2.5 Proposal Terms & Conditions

The following terms and conditions apply to proposals submitted in response to this RFP:

2.5.1 Interviews

The City reserves the right to conduct in-person or virtual interviews or require presentations of any or all proposers prior to selection. The City will not be liable for any costs incurred by the proposer in connection with such interviews/presentations. If finalist interviews are held, the interview process shall determine the final

recommendation.

2.5.2 Requests for Additional Information

The proposer shall furnish such additional information as the City of Joplin may reasonably require. The City reserves the right to make investigations of the qualifications of the proposer as it deems appropriate.

2.5.3 Acceptance/Rejection/Modification to Proposals

The City reserves the right to negotiate modifications to proposals that it deems acceptable, reject any and all proposals, and to waive minor irregularities in the procedures.

2.5.4 Proposals Binding

All proposals submitted shall be binding for one hundred twenty (120) calendar days following the opening.

2.5.5 Proposer's Certification

By submitting a proposal, the proposer certifies that the proposal has been fully read and understood. The proposer has full knowledge of the scope and nature and quality of work to be performed. The proposer further certifies that no employee of the City has any direct or indirect financial interest in any resultant contract, and that no gratuities will be offered or provided to the City of Joplin employees or their family members.

2.5.6 Non-Exclusive Contract

The agreement resulting from this RFP shall be a non-exclusive contract, and the City reserves the right to purchase same or like services from other sources the City deems necessary and appropriate.

2.5.7 Late Proposals

Proposals received by the City after the time specified for receipt will not be considered. Proposers shall assume full responsibility for timely delivery of the proposals to the location designated for receipt of proposals. The City of Joplin is not responsible for the U.S. Mail or private couriers regarding mail being delivered by the specified time so that a proposal can be considered. All proposals will be received at the time and place specified and made available for public inspection when an award decision is made.

2.5.8 Completeness

All information required by the Request for Proposal must be supplied to constitute a legitimate proposal. The City of Joplin reserves the right to use any and all information presented in any response to the Request for Proposal. Acceptance or rejection of the RFP does not affect this right.

2.5.9 Execution of Agreement

It is anticipated the City will make their selection of a firm by October 27, 2025. The successful proposer shall enter into a contract with the City for the performance of work awarded and shall simultaneously provide any required bonds, indemnities and insurance certificates prior to the commencement of work. A copy of the sample agreement is attached. Failure to comply within the established deadline for submittal of required documents may be grounds for cancellation of the award.

2.6 Responsibility for Costs

The Consultant shall be fully responsible for all costs associated with the development, preparation, transmittal, and submission of any Proposal or material submitted in response to this RFP. The City assumes no contractual or other obligations as a result of the issuance of this RFP, the preparation or submission of a Proposal by a Consultant, the evaluation of Proposals, or the selection of any Consultant for further negotiations.

2.7 Proposal Submission Instructions

In order for the City to adequately compare proposals and evaluate them uniformly and objectively, all proposals shall be submitted in accordance with this format. The proposal should be prepared simply and economically, providing straight-forward and concise information as requested.

Respondents shall carefully read the information contained in this RFP and submit a complete response to all requirements and questions. Incomplete qualifications will be considered non-responsive and subject to rejection. It is not necessary to repeat the question or statement in the response; however, it is essential to reference the page number and question number for each priority of all three tiers.

The respondent shall submit by mail:

1) One (1) original with (3) identical copies of the proposal in print.
2) One (1) USB drive containing a PDF file of the proposal.
3) Hard copies of the proposal and RFP response materials must be enclosed in a sealed envelope, box, or container addressed as noted below and mailed.
4) The package must clearly identify the submittal deadline and that the response is for the Comprehensive Website Design, Development and Technology Implementation RFP #2025-RFP-24
5) An original signature must be included on the "City of Joplin Request for Proposal Submission Form"
6) Email submissions will NOT be accepted.

Sealed proposal packages must be received at Joplin City Hall no later than 4:00 p.m.

CST on Wednesday, October 15, 2025. Proposals will not be accepted after this time. Proposals shall be addressed as follows:

Joplin City Hall
2nd Floor, Attn: Drew Douglas
602 S. Main St.
Joplin, MO 64801

Submitted envelopes should be marked: "REQUEST FOR PROPOSAL NO. 2025-RFP-24: Comprehensive Website Design, Development and Technology Implementation Services"

3 Project Scope

3.1 General Statement

The selected consultant will be responsible for delivering websites worthy of winning awards for user-friendliness in the local government space. The websites should be built on a robust, flexible, future-proof and user-friendly content management system (CMS) that supports long-term autonomy for City of Joplin staff. The new implementation must be designed to reduce dependency on developers for daily website updates while improving site usability, accessibility, and maintainability.

3.1.1 Intuitive Navigation

The current website structure is organized around Community, Business and Government categories. The redesigned site must shift to a service-oriented, user-journey-based navigation allowing residents, business managers, and visitors to quickly and intuitively locate services and information – regardless of department ownership. This approach should minimize clicks and reduce confusion. The site must support multiple methods for page discovery, including global navigation, secondary menus, footers, and an effective search experience.

3.1.2 Visual Design Aesthetic

Design structure should rely on a component-based design system aligned with atomic design principles to enable reusability and syndication of content. The websites should integrate with the CMS to allow consistent design patterns across all pages. Websites should have a modern, community-reflective visual identity that reinforces user trust and engagement. We don't want a site with outdated visual cues. User experience should feel comparable to the best user experiences across the internet in the private sector, not merely "decent for a local government."

3.1.3 Accessibility

Accessibility is a top priority. Proposals should outline an accessibility-first design and

development methodology, fully complying with the Americans with Disabilities Act (ADA), Section 508 of the Rehabilitation Act, and WCAG standards. The City of Joplin aspires to achieve WCAG2 AA standards at minimum and AAA standards where possible, and will need coaching on policies and procedures to ensure all CMS users on City staff are not only capable of meeting these standards, but the design of the websites and CMS implementation are such that city staff will be limited to workflows which can only produce accessible content and web pages.

3.1.4 Mobile-First

The website should be designed for a mobile-first experience, but also allow for excellent user experience and logical page layouts across all screen widths for interaction across devices.

3.1.5 Reduction of Paperwork

The website should provide processes that are easy to navigate, find, understand, and use, to encourage customers to conduct business with the city online without having to come to a city facility or handle any physical paperwork. Likewise, the website should provide robust backend tools within the CMS or integrated software for city staff to manage customer transactions, cases, and accounts without paperwork while easily managing archives of records.

3.1.6 Websites In Scope

The project will include a replacement website for the current version of joplinmo.org, and will also include a new website for the new Joplin Bike Park which is under construction.

3.1.7 Headless CMS Preferred

The City prefers to transition to a headless CMS architecture with the goal of housing all public-facing content in a single, future-proof CMS for all future websites, mobile apps, and IoT experiences. By future-proof, we mean a CMS which will provide a reliable warehouse of all the City's content and digital assets, which will continually be updated and improved to the highest industry standards plus innovations which mean the City can put our content to work in smart and reliable ways across all digital experiences, without being limited by strict design parameters. We want the ability to create new website designs and digital application experiences at will, without having to migrate our content every time the website needs an updated look or some new digital experience needs to be developed.

3.1.8 Additional Websites to Be Replaced

The City desires for this project to also replace certain current smaller websites by consolidating their content under the same CMS. These may or may not need to have actual separate front-end websites, some or all of them may be able to become landing pages or sub-sites:

- **JoplinCDBG.com** (2025 cost: $3,009.80) (Would like to migrate this content to become a landing page, major project page, or set of normal pages).
- **Joplin-Museum.org** (Built and managed by the Joplin Historical Society currently, we have agreed with them that the new site we will build should replace and supersede their current site from before the museum was absorbed into the Parks & Recreation Dept., providing Museum staff - and volunteers designated to have content roles - the ability to add to the museum's content over time with oversight by the City's Webmaster.)
- **FlyJoplin.com** (Annual hosting fee: $350) (Currently the best-designed web property the City has among those being replaced, but we don't feel it needs to stand on a separate CMS any longer. This would be easier to manage as a subsite or microsite. We do want the capability to allow the airport's marketing firm to be able to update content without impacting content for other areas of the main City website.)
- **JoplinGolf.org** The City seeks additional discussion and consultation regarding whether or not this project can/should replace the website for Schifferdecker Golf Course. This is in doubt due to the way the current site is integrated into the golf course management software subscription.

This project **WILL NOT** replace the **VisitJoplin.com** website, but the CMS and tech stack should be capable of replacing this site if and when the VisitJoplin staff decide they want to migrate their content into the same CMS and build a replacement website in a future budget year.

3.1.9 Sub-Sites/Microsites/Department Landing Pages:

We understand that a factor which may impact project cost estimation is the number of sub-sites/microsites/department headers/department landing pages to be included in the project.

Regardless of what your preferred terminology may be, what we mean by this is additional landing pages with unique navigation, some of which will need to display their unique department branding or potentially include a variation of colors or other design elements.

To assist with accurate pricing, we are providing the following list of such landing pages which we anticipate may be needed as part of this project:

1. Home – JoplinMo.org will direct to this page.
2. Airport (unique brand) flyjoplin.com and JLNairport.com will direct to this page.
3. Police (unique brand) JoplinPolice.org will direct to this page.

4. Police Recruitment (unique brand) Would like to acquire a domain for police recruitment such as JoinJoplinPolice.com
5. Fire (unique brand) JoplinMOfire.org will direct to this page.
6. Health (unique brand) JoplinHealthDepartment.org will direct to this page.
7. Municipal Court (unique brand) Would like to acquire a domain for the court such as JoplinMunicipalCourt.com.
8. Parks & Rec (unique brand) JoplinParks.org will direct to this page.
9. Transit (may get unique brand) maps-transit.com will direct to this page. Would also like to acquire a domain such as JoplinTransit.com. Drive4Joplin.com will direct to the transit driver recruitment page.
10. Recycle & Waste (will get unique brand) Would like to acquire a domain for recycle such as JoplinRecycles.com.
11. Bike Park (will get unique brand) – Will need to acquire a domain based on branding currently being developed. This will be a separate website from Joplinmo.org, but content should be within the same CMS.
12. Museum (unique brand) – Will need to acquire the domain currently used for existing site, but not owned by the City, joplin-museum.org. This may be a separate website from Joplinmo.org, but content should be within the same CMS.
13. JATSO (unique brand – 3rd party agency) – JATSO.org will direct to this page.
14. Arts & Culture
15. Government
16. Business
17. Resident
18. Jobs
19. City Council
20. Boards & Commissions
21. Planning & Development
22. Public Works
23. Sewer Utility

3.2 Strategic Planning & Discovery

The Marketing & Communications Director and Webmaster have conducted extensive qualitative and quantitative research into the current website. Please review the exhibits attached to review this research and summaries of findings. The research has enabled us to draft this RFP with specific requests and prioritization of features desired for the City's next website. Our research has included surveys of current CMS users, surveys of site visitors, and stakeholder interviews. This has led the Marketing & Communications Department to gain a degree of confidence in understanding what is desired and

prioritized for each City department, and what concerns trend across departments.

We understand that the website developer will want to conduct research, fact-finding and discovery before embarking on the design phase of the website, however, we expect the vendor to review and digest existing research and findings, while relying on the guidance of the Webmaster and Director of Marketing & Communications to the greatest extent possible in order to accelerate the timeline to design and build phases.

3.2.1 Tier 1 Priorities:

3.2.1.1 Project Management, Timeline and Process:

We seek a partner with a proven record of success in website project implementations, and who can recommend thorough yet efficient processes to get us to "Go-Live Day" for the new website and beyond. Consultant will be expected to develop a project timeline soon after beginning work on the project, identifying a checklist of tasks to be completed.

3.2.1.2 Solutions Consulting:

We seek a partner whose advice and recommendations we can trust regarding software and companion technology vetting, acquisition, and implementation. We seek to implement latest best practices for data security and accessibility. We will be particularly interested in guidance on mobile apps and IoT implementations for our content. We seek assistance with strategizing use cases and experience development.

3.2.1.3 Policy/procedure Consulting:

We seek a partner which has experience consulting clients on development of policies and procedures to ensure content management can be maintained consistently at a high quality. Deliverables for this project shall include documentation of processes and guidance on how to train our staff to ensure consistent naming conventions, information architecture, content updating, etc. for the website(s) and document archives.

3.2.2 Tier 2 Priorities:

3.2.2.1 .Gov domain transition

Assistance with the acquisition of and transition to the .gov domain as needed.

3.2.2.2 Domain Strategy Consulting

Recommend domains to be acquired by the City as aliases or primary marketing web addresses to enhance our web presence and to limit page spoofing. Provide a budget line for additional domains to be purchased by the City and hosted through GoDaddy.

3.2.2.3 DNS hosting

Recommend a solution for DNS hosting. CivicPlus currently hosts our DNS and manages our settings on the City's behalf.

3.2.3 Tier 3 Priorities:

3.2.3.1 Onboarding Meeting & Discovery Process

Please describe the project kick-off and discovery phase you recommend for this project.

3.2.3.2 Project Management Tools

Please describe the project management tools and softwares you recommend for this project including any productivity tools such as Trello or Monday.com etc.

3.3 Architecture & CMS

A headless (MACH) architecture is preferred and will score highest. We are also open to proposals for hybrid, de-coupled architecture or Drupal. However, we have been advised to avoid Wordpress based on security concerns. We have not been completely satisfied with the CivicPlus Website Central monolithic CMS which we are currently using. Some of the issues prioritized below address points of dissatisfaction with our current CMS. The CMS must empower non-technical city staff at varying permission levels to manage content, ensuring efficiency, control, accessibility and security without relying on developers. Your proposal must include pricing required to meet the base bid requirements (Tier 1 Priorities) for the CMS, and describe any additional costs to meet Tier 2 and Tier 3 priorities. IF the CMS platform you recommend cannot meet any of the priorities in any of the 3 tiers, you must state so plainly and explain what other solution may help meet the priority or explain why you do not believe the priority should be considered essential for this project.

3.3.1 Tier 1 CMS Priorities

3.3.1.1 Multiple websites, mobile apps, and IoT experiences

The City desires a single headless CMS which is capable of easily managing multiple websites, microsites, mobile apps, and IoT experiences within a centralized and clean user interface.

3.3.1.2 Intuitive Visual Editor

City desires a CMS platform which provides an intuitive visual editor (WYSIWYG) with component-level controls such as drag-and-drop, which empower non-technical content contributors to independently create and manage content.

3.3.1.3 Easy Management of User Interface Styles

We want our CMS to provide the City's Webmaster with easy ability to manage UI styles for public facing content including typography (Header levels 1-6, and at least 6 body copy variations), color palattes, logos & icons (with support for SVG files), standardized buttons, badges, and other various components as they are developed. Access to changing these styles should be restricted to only CMS users with the highest level of access. It would be nice if the CMS allows only those CMS users with the highest level of access the ability to override default html/css stylings in unique cases.

3.3.1.4 Custom Favicon by Page

We want our CMS to enable the City's Webmaster to intuitively set a custom favicon for the website, and to set a different favicon for certain pages of the website. For example, most of the website should display the City's primary "J-con" symbol as the favicon by default, not the logo of the CMS vendor, and we'd like for content pages about the Fire Department to be capable of using the Fire Department's patch logo as a favicon, while the Police Department pages would display the Police patch logo as their favicon.

3.3.1.5 Image Compatibility

We want our CMS to be capable of embedding multiple file types as images, including JPG/JPEG, PNG, GIF, WebP, AVIF, TIFF, and SVG. HEIC compatibility would also be nice to have.

3.3.1.6 Copy and Paste Text Stripped of Formatting

We want our CMS to force content editors to strip formatting when copying and pasting into a content area.

3.3.1.7 Drafting Content

We want our CMS to support the ability to draft content using forms and WYSIWYG editors, while clearly indicating when content is in a draft state versus saved, awaiting approval, or published.

3.3.1.8 Autosave Progress When Building Any Page or Component

We want our CMS to provide frequent autosave of progress when content creators are building or editing any page or component, with unpublished new page versions saved at the end of session or after the last autosave if the browser times out or internet connection is disrupted. The next time the page is visited by the same content editor or any other CMS user, the autosaved but unpublished page version would be available to be reviewed and further edited, to revert to a prior version, or to publish.

3.3.1.9 Content Lifecycle Support

We must have a CMS which allows city staff to create, draft, approve, publish, edit, unpublish, and archive content as needed.

3.3.1.10 Modular Content Components

We want our content to be scalable and reusable across multiple websites, PDFs, forms, and any digital experience. We want to see a demonstration of how the CMS can be used to easily create User Interface components which comply with the City's design system by the City's Webmaster, and prevent low-access CMS users from modifying styles which should be consistent across the website or digital experience as designed and approved by the City's Webmaster. Ability to create custom content widgets.

3.3.1.11 Ability to Create Custom Page Templates

We want our CMS to allow high-level access users to create new page templates for unique instances, such that any interactive component (such as a fillable form) can be added to any page, regardless of the content populating that page. For example, our current CMS won't allow us to add a public comment form to a page displaying an

archive of financial documents.

3.3.1.12 Fillable Forms

We want our CMS to be capable of building fillable forms with a variety of fields including for accepting payments, conditional logic, and hidden fields for staff use. We need to have a robust system in the backend for reviewing form submissions, generating reports on batches of submissions, dashboards summarizing certain data about submissions for each form and for each category of forms, with access for Finance Department CMS users to reconcile payments, issue refunds, cancel transactions, and export reports regarding financial transactions conducted through the site. We need to be able to restrict permissions for the creation and editing of forms, and management of submissions, to separate workflows, allow for approvals prior to publishing or editing forms, and maintaining version control and auditing capabilities. Fillable forms, when using radial buttons, must have the option for adding an "other" response which can allow users to fill in a text field (this is a specific deficiency which frustrates us with the CivicPlus forms module).

3.3.1.13 Multiple Fillable Forms on Content Pages

We want our CMS to be capable of placing multiple fillable forms on a content page, not be limited to a single form per page, or to have to link to each form.

3.3.1.14 Preview Individual Components

We want our CMS to allow content creators and approvers to preview individual components within the visual editor before publishing.

3.3.1.15 Blueprints or Component Templates

We want our CMS to offer blueprints or templates for components to streamline content creation and enforce structure with consistent design. For example, rather than the text editor box on a page allowing a content editor to select their own font and text styles, we want them to be forced into filling out a form for the type of content they are adding. So, they might have to fill out the field for their H1 page header, then select whether they want to add an H2 page header or a section of body copy. Then, they would select which text field they want to add to the page next, another subheader, another paragraph of body copy, etc. This way they never have the ability to get the text styles wrong by selecting H3 when they should have selected H2, or selecting their own body copy font, or selecting colors for their text styles. They should be able to drag and drop other content types onto the page they are creating, such as buttons to link to other pages or images which supplement their text. However, their options should be limited by the site design as established and pre-approved by the Webmaster. This way, when a content approver reviews content prior to publishing, the content should be correctly formatted, unless they've entered a paragraph of body copy where they should have plugged in the H2 subheader (for example), in which case the approver would see that there is a whole paragraph of body copy using H2 style, and can go in to paste that text into a body copy field, and separate out the H2 subheader into the subheader field above the paragraph of body copy.

3.3.1.16 Ability to Share Page Previews Prior to Publishing

The workflow for creating, editing, and publishing a page on the website must include the capability of sharing a preview of the page for approval prior to publishing the page.

3.3.1.17 Template Creation with Granular Permission Controls

We want the CMS platform to support template creation with granular permission controls, to allow design consistency, while limiting access based on CMS user roles.

3.3.1.18 Publish With Approval/At Will settings

Ability for most City staff with access to the CMS to be given "publish with approval" – using defined workflows which may be different for users from various City departments. Most CMS users adding content to the website will need to have edits and additions to the site approved by a second set of eyes, either their supervisor or While superusers such as the City's webmaster and Director of Marketing & Communications would have ability to "publish at will." City's webmaster should be able to control these settings for each CMS user. The developer or tech support should never be needed to publish content using existing content components. The webmaster on city staff should be able to publish new content components and new designs for how content is displayed without assistance from the developer, but developer should be available to assist in case the Webmaster is not available.

3.3.1.19 Support for Multiple and Custom User Roles

The CMS must support at least three roles, low, medium and administrative/super-user access. There must also be permission groups to restrict access by department or user role. And we want to create custom user roles that highly restrict a user to only manage a specific content area of a page or submissions from a single online form, for example.

3.3.1.19.1 Low-Level Access (Non-Technical Content Editors)

- Can edit, add, or move content within their assigned sections without knowing HTML.
- Use preapproved design patterns/templates.
- Embed multimedia (images, video, audio, tables/graphs/charts) with resizing and optimization tools.
- Easily create tables, graphs/charts and manage formatting.
- Use pre-built templates for consistent content creation.

3.3.1.19.2 Mid-Level Access (Managers and Approvers)

- Inherit all capabilities of content editors at low level.
- Review, approve and publish drafts from staff.
- Restore and republish archived pages (seasonal or recurring content).

3.3.1.19.3 High-Level Access (Administrative Users)

- Manage user roles and permissions.
- Edit or delete any content across the site.
- Modify and organize site navigation and menus.
- Embed widgets, custom HTML, or scripts without CMS overrides.
- Create and manage new page templates using HTML, CSS and JavaScript. Ideally, able to use Figma to bring in new page wireframes.

Please demonstrate how intuitive it is to add or modify CMS user permissions both by creating new user roles -> assign roles specific permissions -> assigning roles to users, and by simply adding or removing a specific permission from a specific user.

3.3.1.20 Content Scheduling with Calendar Interface

We want the CMS to offer content scheduling with a calendar-based interface to simplify publishing workflows. Timed posts, delayed publishing, and automatic expiration. We also want to be able to schedule prompts for content managers to be alerted when a page or bit of content should be reviewed and updated.

3.3.1.21 Visual Version Control

We want the CMS to include built-in revision history with tracking for all content. We also want visual version control to allow users to preview and restore previous versions of designs without developer assistance.

3.3.1.22 Content Locked While Editing, With Timeout and Forced Unlock

We want the CMS to provide a predictable system for preventing multiple CMS users from editing the same content at the same time, with a timeout notification if the CMS user making edits to a page has been inactive for a predetermined amount of time, after which, edits in progress should be saved but not published as a new version of the page. A visual indicator should show other CMS users when a page is locked for editing, or has unpublished versions which require review. The highest level access users such as our Webmaster, should be able to force unlock a page at which point the user which had locked the page should get a notification that their changes had been saved as a new version but that a system admin had unlocked the page so they could make edits.

3.3.1.23 Audit logs and change tracking

We want the CMS to enable audit logs and the ability to track changes to content within a user-friendly interface for compliance and transparency. We need to be able to see who made what changes and when those were implemented.

3.3.1.24 Testing Content

We want the CMS to support testing across different environments (for example: staging and production)

3.3.1.25 Ability to Change Page Names

We want the CMS to demonstrate the capability for high-level access users to easily change the name of a page after it is created, and for the new page name and URL to be reflected site-wide, with the option to keep the prior page name as an alias for the page in order to prevent broken links.

3.3.1.26 Global Content Syndication

We want the CMS to allow content to be updated once and for that to be reflected nearly immediately across all digital experiences syndicating content from the CMS.

3.3.1.27 Buttons, Links, Call-To-Action (CTA)

We want the CMS to allow users to create and manage CTAs, buttons, without developer involvement, including linking them across pages. We also want our staff Webmaster to be able to create new icon buttons and deploy them across websites and other interactive experiences such as mobile apps without developer involvement.

3.3.1.28 Previewing content across breakpoints

We want the CMS to allow content creators to preview how their pages will look at various screen widths (breakpoints) such as desktop, tablet, mobile.

3.3.1.29 Content Indexing

We want the CMS to index all content within it for easy search and navigation by content teams, whether published or not, and by factors including image resolution and size ratio, date uploaded, date modified, date published, author, last edited by, key words, and categorization, etc.

3.3.1.30 SEO and searchability of public-facing content

We want the CMS to index public-facing content for SEO and searchability. We want our content to be referenced by search engines and other AI tools so that prompts of tools such as ChatGPT are able to return factual (not hallucinated) information pulled from our most recent versions of published content. We want search tools on our website(s) to return the most relevant content within the top 3 results consistently, prioritizing most current/recently updated content.

3.3.1.31 Content Organization and Taxonomy Structure

We want the CMS to support content organization with folder and taxonomy structures for efficient management. We want expandable and collapsible folder trees. CMS users should be able to view a full page tree listing all pages along with relevant metadata such as the date page was created, last modified, last edited by, publish status, etc.

3.3.1.32 Automatic Generation of SEO tags

We want the CMS to be capable of automatically generating SEO tags such as title, meta description, and canonical URLs, based on how CMS users enter content at time of upload and at any time content is updated. We also want the content team to be able to review and edit any automatically generated SEO tags easily.

3.3.1.33 Custom Meta Tags

We want the CMS to support the creation of custom meta tags for specialized SEO or tracking needs.

3.3.1.34 Sitemap Planning & Wireframing

We prefer a CMS platform which supports the ability to visualize a desired state of content before development, such as sitemap planning and wireframing. Our Webmaster would like to be able to use a tool such as Figma for designing new wireframes to be added to our website(s) and other digital experiences built on the CMS.

3.3.1.35 Accessibility Best Practices

We want a CMS platform which includes features to ensure accessibility best practices, such as not allowing image uploads without alt text, and automated alt text suggestions.

3.3.1.36 Uniform Metadata Timestamps

The CMS platform must use uniform timestamp metadata (YYYY/MM/DD-HH/MM/SS) for all pages, files, and other assets, so they can be organized by earliest/latest. This is a point of frustration with our current CMS.

3.3.1.37 Digital Asset Management (DAM)

We want the CMS to include endemic digital asset management features for images, video, and documents within the CMS. We want extensive document management with file directories for each department. CMS should provide ability to sort and filter assets by any metadata, search by name, keywords, or tags, and allow ability to organize multiple files into a folder at a time. We expect intuitive creation of folders and subfolders. We expect the ability to be able to easily view how many files are within folders, how many subfolders are within folders, and total number of files and folders. If a CMS administrator should ever need to download any folders of assets, downloaded content should retain the organizational structure of files in the asset manager, meaning files should be found inside subfolders where they were nested in the CMS. We would like for the CMS to enable enforcement of asset management best practices for low level CMS users, such as forcing naming conventions, forcing files to be uploaded to the appropriate folder, etc. This would minimize cases of low-level users uploading files into the wrong folder, failing to follow file naming conventions, or creating duplicate folders in parallel locations.

3.3.1.38 Image Management

We want the CMS to allow the library/storage location for images to be separate from text documents. We want the City's Webmaster to have a higher degree of control and approval over images being uploaded into the CMS, to ensure quality. Image files and

folders need to be well organized and files should be searchable by various metadata including title key words, time & date uploaded, file type, image dimension, file size, and resolution. We would also like to be able to tag images with various categories to make image files even easier to locate. When an image is viewed in the library, we want to be able to see notation explaining every page and content component where the image is displayed. Such notations should link directly to that page or content component within the CMS, so the image can be edited, changed, or removed. Image storage must retain the original image orientation (not rotate by 90° as our current CMS does), and automatically be organized alphanumerically.

3.3.1.39 Content Delivery Network (CDN)

We want a CMS platform with distributed servers strategically located across the US to serve high-performance digital assets globally to reduce latency and ensure fast load times for dynamic content such as animated motion or video playback.

3.3.1.40 Image Resizing

We want a CMS platform which can optimize image performance, including viewport-based resizing and delivery, and the ability to indicate/change focal point on each image uploaded to the digital asset manager, whether the image has been published already or not.

3.3.1.41 Video upload and delivery

We prefer a CMS platform which supports video uploading and delivery across multiple channels, for embedding into the website(s) and other digital experiences built on the CMS, rather than embedding video from Vimeo or YouTube. We need to understand the limits of video length or file size for this capability, or if additional costs are included. For example, we want to be able to upload 30-90 second image-only videos to playback as silent video headers on some pages, but we also want to upload videos with audio up to 10 minutes long, into other pages, with the ability to set them with a toggle as either auto-roll on page load or click-to-play. We are also interested in uploading and hosting multi-hour recordings of city council meeting livestreams or other special event broadcasts, but capability of hosting these multi-hour livestream meeting recordings in the CMS platform is of lower priority, so long as we identify another solution for hosting video recordings of meetings (currently using Granicus).

3.3.1.42 Intuitive Embedding of Maps

We want our CMS to provide a way to both intuitively embed maps from ESRI ArcGIS and create custom views of Google maps for display on pages, depending on the mapping needs for the content page.

3.3.1.43 Staff Directory

We want our CMS to provide the ability to display a staff directory. Directories of staff should default to sorting by last name, but also provide other sorting/filtering options. Please demonstrate how easy it is to view and manage the staff directory, including the view a CMS user will see when editing the profile for a specific employee. This is a particular point of frustration with our current CMS. We expect intuitive creation of folders and subfolders in the staff directory.

3.3.1.44 Content Syndication

We want a CMS which allows content assets to be distributed across multiple content areas without duplication of upload to asset libraries, and for content areas to be able to be replicated/syndicated into multiple pages of the website, even to multiple websites and other digital experiences built on the same CMS. For example, news items should be added into the CMS once, and then can be displayed on the news page, home page, and – based on categories – be syndicated to the most relevant department landing pages. If an item categorized as Health Department news is added to the news blog, the content should be syndicated to the home page and Health Department page without any additional effort. Likewise, we want an image uploaded to the asset library to be able to be referenced and displayed in different ways on multiple pages.

3.3.1.45 Asset Organization & Navigation

The CMS must provide ways to organize digital assets using folders, tags and naming conventions, including mandatory fields required at time of upload. Navigation through asset folders should be intuitive with back buttons and bread crumbs. Our current CMS sends you back to the the top level folder when you select the back button from viewing the contents of nested subfolders. Provide file path for all assets uploaded into the CMS.

3.3.1.46 Asset Search

The CMS document/asset file storage (Replacing the "Document Center" module in CivicPlus) must provide metadata which can be viewed and sorted for all files in a folder. Searchable metadata should include but not be limited to, date/time uploaded, date/time last modified, file size, file type, keywords in the title, etc. We also want to be able to tag documents and assign them to categories and sub-types.

3.3.1.47 Batch Asset Uploads

We want a CMS which supports batch asset uploads via API for large-scale migrations. When file folders are uploaded into the CMS, all files, subfolders and parent folders should retain their structure through migration.

3.3.1.48 Batch Asset Actions

We want our CMS document/asset file storage (Replacing the "Document Center" module in CivicPlus) to allow batch actions for multiple files at the same time, such as moving files to a different folder, unpublishing, delete, or rename.

3.3.1.49 Search Result Optimization

All site databases should be automatically recrawled on a regular basis (minimum once per 24 hours) to keep search results at maximum optimization. Every page must also be crawled daily at minimum. The search tool on our websites should be more accurate and better than Google at finding the right result. Currently, users frequently turn to Google to find content on our website because it is a better search tool than our own search bar for our website. Our websites must have the ability to sort and filter public-facing search results by relevance, dynamic filtering, etc. We expect Boolean support and typo tolerance, showing brief exerpts with thumbnails or icons, metadata in results,

utilizing a mobile-friendly UI. Track search queries with dashboard and exportable reports to support continuous analytic/UX improvement by the Webmaster. Search results should return relevant documents in addition to content pages.

3.3.1.50 Editorial Workflows

We want a CMS which enables content creators to use assets directly in the editorial workflow, such as drag-and-drop into visual editor and automated placement via content rules.

3.3.1.51 System Extensibility

We want a CMS which supports system extensibility, including the ability to integrate with external platforms and for building custom features. Please explain how the proposed CMS solution can be extended to connect with custom-built systems or proprietary tools.

3.3.1.52 Integrations Already Developed and Available

We will prefer a CMS which offers integrations with software systems already in use by the City (see section 1 regarding the City's Current Technology Environment for list of softwares currently used across our organization) and/or with best-in-class solutions which you may propose as additional/replacements along with pricing to be compared against our current software costs. Please list all available third-party system integrations available for the CMS system you propose. (For example: marketing, analytics, citizen engagement/surveys, email/text alert systems, digital asset management, etc.)

3.3.1.53 Custom Integrations

We will prefer a CMS which has the ability to create custom integrations. Please provide examples of how custom integrations have been built using the proposed CMS, and explain the process and costs associated with developing such custom integrations.

3.3.1.54 Built-In Dashboards and Analytics Views

We will prefer a CMS which offers built-in dashboards and analytics views to help the Webmaster and content managers to visualize content performance, page visits, heat maps, click rates, as well as editorial workflow tracking.

3.3.1.55 Robust Documentation

We must have a CMS which offers robust documentation and resources for technical teams. Processes for troubleshooting the CMS should be easy to find and understand, up-to-date for latest versions, and specific for all issues encountered.

3.3.1.56 Open Source Tools

We prefer to use a CMS which offers open source tools which developers can use or extend as part of their builds for our website(s), mobile apps, and IoT experiences.

3.3.1.57 Tailored Interface

We prefer to use a CMS which is capable of tailoring the interface to reflect our branding, such as City logo or a custom UI theme so all users, whether staff or hired developers, clearly understand they are manipulating the backend of our content environment as opposed to other systems they may have access to.

3.3.1.58 Onboarding Support

We prefer to use a CMS which provides tailored onboarding support for the city staff who will be assigned CMS user roles, along with any developer teams hired by the city to help build websites, mobile apps, or other digital experiences on the CMS platform.

3.3.1.59 24/7/365 Global Support

We prefer to use a CMS which offers 24/7/365 global support in case of urgent issues involving the functioning of the CMS platform.

3.3.1.60 Dedicated Account Manager

We prefer the CMS platform to provide a dedicated account manager or customer success resource which can assist the City Webmaster as well as any web developer (consultant) hired by the City to assist in managing the websites, mobile apps, or other digital experiences reliant on the CMS.

3.3.1.61 Future CMS Platform Improvement

We prefer to use a CMS which offers a publicly-available or open product roadmap which explains new features and capabilities of the platform which are under development, as well as thorough communication and training about new features as they are implemented and made available. We also want to understand how the City and our website developer (Consultant) will be able to influence feature planning for continual improvement of the CMS.

3.3.1.62 Governance

We must understand how the CMS content workflows function, especially role-based approvals and publishing controls. We need to be able to create custom user roles and fine-grained permissions across CMS users and teams.

3.3.1.63 Webhooks

We prefer to use a CMS which supports webhooks to trigger external workflows when content is created, updated, or published.

3.3.1.64 Quality Assurance, Testing and Debugging

We want our CMS to provide ways for the web developer and Webmaster to identify and resolve bugs and formatting issues, or provide assurances that the platform will exhibit very few bugs and provide very quick resolution of bugs once identified and reported. For example, our current CMS regularly displays text overlaid on top of itself.

3.3.1.65 Security

The City desires to use a CMS platform which implements the latest and best security features. We want to understand the enterprise-grade security features available such as SSO, 2FA and static code scanning (SAST/SCA). The City currently uses Microsoft Authenticator and would prefer for our website 2FA to integrate as does CivicPlus currently. 2FA should be implemented for all CMS users.

3.3.1.66 Hidden Access to CMS Login

The link to sign into the CMS should be hidden from public view, not prominently visible from every page of the website as is the case with our current website.

3.3.1.67 Ability to Build Custom Workflows within the CMS

We must be able to implement custom workflows within the CMS. For example, the City Clerk currently uses a workflow within CivicPlus for compiling and publishing the Council Meeting Agendas to the Meeting Minutes & Agendas page of the website. This workflow currently involves certain staff who have been assigned workflow responsibilities to generate documents such as council bills, summaries, and exhibits with attachments. Once they submit drafts of these documents and attach relevant supporting documents, the process is automated to alert other staff who must review, edit, and approve the final versions, after which, the Clerk is able to attach the documents to the agenda in a particular order. The agendas are then added as pages to the website but are also printer-friendly PDFs where each agenda item has clickable links to the other documents related to the agenda item. If changing CMS platforms away from CivicPlus, we must be able to replicate this workflow to be the same - if not better - than current experience. Ideally, this can be performed natively within the CMS, but if not, the respondent should propose a software solution and include it in the project budget.

3.3.2 Tier 2 CMS Priorities

3.3.2.1 Custom Language Translation:

We want the ability to have pages translated by AI, but to have the capability to edit the translation of pages/content by entering a custom translation for meaning, rather than word-for-word as we can have human translators recommend better translations.

3.3.2.2 WCAG 2.0 AAA compliance where possible:

We prefer to have a CMS which is capable of helping us achieve WCAG 2.0 AAA level compliance.

3.3.2.3 Previewing Content to Non-CMS Users:

We prefer to have a CMS which is capable of sending a page preview to specific email addresses so that a non-CMS user could review and interact with a draft page and provide feedback prior to page publishing. (For when a screenshot doesn't convey the interactivity of the page, such as a fillable form.)

3.3.2.4 User Testing and A/B Testing Built In to Platform:

We prefer to have a CMS which has user testing tools built into the platform, to help us identify and implement changes to design and content to make the site easier to use.

3.3.3 Tier 3 CMS Priorities

3.4 Additional Technology Procurement

All bids must include proposed solutions for secure fillable forms with payments, mass alert/messaging system, public engagement tools, and digital asset management (document libraries), whether or not they be included as part of the CMS. Your proposal must including pricing required to meet the base bid, along with prices for any/all optional/recommended additions or replacements.

3.4.1 Tier 1 Priorities

3.4.1.1 Secure Fillable Forms with Payments

Ability to integrate authorize.net into secure payment fields on fillable forms which are also able to integrate with various city softwares (especially CentralSquare) so that payments taken for a Health Department program (for example) would keep personal data secure, while routing data about which account received payment to the CentralSquare accounting system. Not all fillable forms will require payments.

3.4.1.2 Mass Alert/Messaging System

CivicPlus currently provides a text and email message distribution platform within our current contract. If leaving the CivicPlus CMS, we will need a replacement system to be integrated into our new website. We want to be able to establish multiple categories of news alerts, and allow site users to sign up for both text and/or email alerts for each news category, and for them to be able to change their preference settings at any time. For example, one user may want City Council news sent to their email only, Parks news sent to them via text, and Emergency Alerts via both text and email. We want there to be a simple workflow whereby all news updates added as content to the website would be categorized and then a message would be distributed to the subscribers for that news category immediately following the posting of the news article to the website. We would prefer to have ability to develop both email and text distribution lists, along with push alerts and reverse 911 calls. It is possible that our current Constant Contact subscription could be expanded to include text messaging, but I do not believe their platform offers the reverse 911 or push alerts. Also, it would be most beneficial to have a system through which we could draw a polygon on a map and distribute targeted emergency messages through reverse 911 call, text message, push notification, and email for contacts currently within the polygon area based on cell signal, and contacts who have a registered permanent address within the area. Other communities nearby have used a subscription to the Smart911 app to achieve this set of capabilities. We are open to Smart911 or similar solution. However, we are not sure that Smart911 would work for helping us distribute non-emergency news category messages. It is possible that the best solution would be an integration with Constant Contact for distribution of non-emergency news-category based messages, while emergency alerts would need to be sent through Smart911. However, our preferred solution would handle both in a single platform, cleanly integrated into the website.

3.4.1.3 Public Engagement Tools

We need the ability to add polls, surveys, discussion boards, digital sticky-notes, (and other potential site visitor-generated content) to webpages about a project, initiative, or program in addition to more normal types of content such as text, images, links and downloadable documents. All public engagement tools should have moderation controls to ensure dialogue hosted on the city's website is appropriate and on topic. The webmaster should have control to moderate all user-generated content, and ability to assign moderation responsibilities to additional staff within relevant departments.

3.4.1.4 Publicly Searchable Archive of City Documents

If this cannot be included as part of the CMS, please provide a recommended solution for allowing the public to access a searchable archive of city documents. Search must be able to be filtered by a variety of metadata fields, also by keyword in the document title, and ideally, by searching the content of the PDF documents, possibly using AI to understand which document is most relevant to the search entered.
Filtering categories in the archive may include (but should not be limited to):

- Council Documents
    - Council Bills
    - Council Bill Summaries
    - Council Bill Exhibits
    - Council Resolutions
    - Council Presentations & Reports
    - Proclamations
- Publications
    - Print Newsletters
    - Annual State of the City Reports
    - Brochures
    - Flyers/Posters
- Policy Documents
    - Employee Handbook
    - Brand Standards
    - Department-level policies
- Financial Docs
    - Budgets
    - Annual Comprehensive Financial Reports
    - Popular Annual Financial Reports
    - Audits
    - Etc.
- Bid Opportunities (RFPs)
- Active Contracts
- Expired Contracts

We will need recommendations regarding the best way to populate these archives through phase 1 migration, and use of automation and/or temporary staffing to manually build out these archives moving backward in time one year of records at a time, in such a way that the documents can be highly searchable.

3.4.2 Tier 2 Priorities

The City would really like to have the following solutions integrated as part of the website project, but cost or implementation barrier considerations may cause us to opt out of adding these solutions onto the project. Please propose a solution for each and provide pricing with options so we can review as a menu to determine which we may

include into the phase 1 project scope. We are open to recommended additions and replacement solutions. Note: The City does not currently have any solution in these categories within our current technology environment (see Section 1.2.2).

3.4.2.1 Waste Wizard (software by Routeware)

The City desires to integrate the "Waste Wizard" (or similar) software tool from Routeware onto the Recycling page of the website. This software tool has not yet been acquired by the City, and should be budgeted for as part of this project. Please be sure to show optional pricing offered by Waste Wizard including annual recurring costs and any one-time costs. https://learn.routeware.com/waste-wizard-explainer Plan to assist us with procurement and integration into the website. We are open to alternative solutions you may recommend, which is why we've rated this as a Tier 2 priority.

3.4.2.2 Agenda & Minutes Management System:

In the case that a replacement workflow for how the City Clerk is currently able to build council meeting agendas and post meeting minutes is not possible natively within the CMS as it is with the current CivicPlus CMS, then your proposal MUST provide a solution for replacing this workflow. (See section 3.3.1.67.)

3.4.2.3 Records Request System:

At minimum, the City would like to create a fillable form with mandatory fields, through which anyone can submit an open records request to the City Clerk's office (including all fields required by the City Clerk). We are also interested to see proposals for comprehensive solutions for open records requests and management, by which, for example, a citizen could easily search and find documents for themselves if the document is already available within the document libraries associated with the website CMS, and ideally, if records are not available on the City website's document libraries, but the desired documents had been provided to anyone as part of a prior records request, they should be searchable - and then, if still unable to find the record they are seeking, the citizen would be able to submit a request to the Clerk.

3.4.2.4 Chatbot:

A polite and helpful automated chatbot trained on the content of the website (without any hallucinated answers), and ideally, able to crawl documents uploaded to the site to find answers within PDF documents. We also want the ability for staff to check answers, review past chat discussions, take over chat discussions manually if needed, and train the bot on better answers. We'd love to have an automated chat bot which not only provides a summary answer based on content available in our CMS, but to serve up a link to the exact webpage or document where the customer can read more detail for themselves.

3.4.2.5 Single Sign-On to CMS and related website management systems:

The City currently uses Microsoft Authenticator and login to the CivicPlus CMS is verified through the multi-factor authentication. We want the CMS and as many as possible, if not all, logins for our complete tech stack to run multi-factor authentication through Microsoft Authenticator.

3.4.3 Tier 3 Priorities:

3.4.3.1 Analytics dashboard to augment Google Analytics:

We'd like to have some kind of data analytics dashboard available in the CMS for the webmaster and maybe even the ability to customize which metrics are displayed depending on the CMS user. For example, the webmaster needs to see the top most visited pages this week with trendlines, but the Public Works staffer who adds projects to the Project Tracker portion of the site should see which project pages are visited most often, when each was last updated, and heat maps for where visitors are clicking on those pages.

3.4.3.2 Tables, Graphs & Charts:

We want the CMS to allow users to create and update tables, charts and graphs which will be accessible, rather than just uploading images for graphic elements such as pie or bar charts. Ideally, charts and graphs will be interactive with animated elements. These should be able to be added to any page of the website.

3.5 Website Design & Development

3.5.1 Tier 1 Priorities

3.5.1.1 Dedicated Web Development Team:

The City of Joplin needs to be able to rely on a dedicated web development team to assist us with:

- Transition to a new CMS
- Development of Information Architecture
- Involving the City's Webmaster in development and design of UI
- Ongoing development support for future iterations of websites, applications, etc.

3.5.1.2 Mobile-First, Responsive Design:

We want our website experience to be designed around mobile usability first, and for desktop as a secondary importance. However, we want the design to respond and adjust to all common screen widths. Various city staff will contribute content, but the City's Webmaster will make final design decisions using brand guidelines and design system.

3.5.1.3 Content Search:

The search experience on our website must reliably return the best result within the top

3 results. Search must be filterable and sortable by a variety of metadata factors.

3.5.1.4 Concise Menu Design:

Menu drop downs should be concise and not overwhelm with too many options.

3.5.1.5 Friendly URLs:

Every page of the website should have a friendly URL which does not include random letters or numbers. Documents should also have friendly URLs based on the title and date of the document.

3.5.1.6 Department Landing Pages:

Various departments, divisions, and other pages will need to have their own landing pages. See section 3.1.9 for a listing of anticipated landing pages which will require their own URL, menu, news, calendar events, content pages, contact information, and facilities.

3.5.1.7 Project Tracker Pages:

Similar to Nixa.com's project tracker, we want the ability to have a landing page where visitors can view a map of various projects occurring around the City, whether they be infrastructure projects (conducted by the City or a partner), significant commercial and residential projects by private developers, City facility projects, or Public-Private Partnership projects. Pins on the map should link to the page about that project. Each project should have its own page with detailed information, documents, and images about the project. We need the ability to assign responsibility for updating these pages to staff in Public Works and/or Planning & Development. The same page template may work for a directory of parks facilities, where a landing page will display a map of all our parks, and hovering over a pin will pop up a window with the name of the park, and clicking the pop-up will take you to a page with information, documents, and images about that park, along with a calendar of events scheduled for the park, and links to reserve facilities or make other park-related purchases.

3.5.1.8 Council Meeting Agenda Workflow:

Must establish workflow for building and posting city council meeting agendas to replace current workflow provided within the CivicPlus Web Central CMS.

3.5.1.9 Bid Document Workflow:

Must establish workflow for posting bid documents in a searchable library of the website, where there are categories of bids, and website visitors are able to subscribe to alerts for each category to be alerted when new bid documents are published. Current bid category subscribers will need to be migrated.

3.5.1.10 News Blog with Categories & Subscriptions:

The website must include a robust news blog with a variety of categories and the ability for visitors to subscribe to each news category and determine whether they want a notification by email, text, push alert, or by multiple methods, whenever a news item is published for the category they have subscribed to. We want the ability to determine the teaser text for each news item, and for alerts to indicate which category of news the alert is about. We also want the ability for high-level users to be able to turn any

news post into a banner across all pages of the website. News carousel on the home page should display all recent news from any category, and have the ability to pin featured news stories to the top, with a prominent link to view all news. In addition, each department landing page will need its own news section with content filtered only to those news stories relevant for that department. We need the ability to tag some news stories as being relevant to multiple categories/departments.

3.5.1.11 Alert Banners:

Ability to add an alert banner across all pages of the website, or to add an alert banner to a certain department landing page and its sub-pages.

3.5.1.12 Video Embeds on Pages:

Must be able to embed video on pages without the CMS user having to use HTML code to do so. Ideally, user would select a video web component and then paste in the address for a YouTube or Vimeo link in order to embed. Option to auto-play or click-to-play. Option to default each video to either mute or unmute. For example, a video on a landing page header should be muted and autoplay. A video explaining a program should be click-to-play and be unmuted.

3.5.1.13 Visual, Interactive Timelines:

Must be able to build timelines to display for pages such as community history, Fire Department history, timeline of past Mayors, etc. Each point on the timeline should be able to include images, headers, text, and links to pages with more detail.

3.5.1.14 Statistical Dashboards:

Must be able to present statistics on a variety of pages in a way which appears like a dashboard or infographic, but is accessible to screen readers, rather than uploading graphic images which are not accessible.

3.5.1.15 Email and Text Alerts:

Must be able to integrate email and text alerts with a variety of subscription categories. We want citizens to be able to change their subscription settings for each news category, opting into text, email or both for each category.

3.5.1.16 Navigational Breadcrumbs:

Website must display breadcrumbs as a way to navigate back through pages.

3.5.1.17 External Links Open In New Windows:

When users click any link to external pages or documents, they should open in a new window. Only navigation to pages of the City website should remain in the current browser window, with the ability to use the back button or breadcrumbs to go back to your previous page.

3.5.1.18 Multiple Images and Attachments to News Blog Posts:

News blog posts must be able to include multiple images and attachments. Currently, News Flash only allows us add a single image to a news item and no attachments.

3.5.1.19 Interactive Map Embeds:

Must be able to embed interactive maps on pages. Prefer to use data from our ArcGIS, but some pages may benefit more from embedded Google Maps.

3.5.1.20 Calendars:

Must be able to create multiple calendars on the site with multiple calendar categories. On the homepage of the website, we'd like to be able to toggle from a monthly calendar view with all upcoming events to filter down to certain categories of events. Would also like to be able to tab over to a list view of the next several upcoming events, with filtering capability, and the ability to tab over to a list view of the most recent past events. Each event listing on the calendar view or list views should link to a page about the event. In addition, some pages will also have pre-filtered calendar sections, with the option for either a month view or list view depending on which fits best for that particular page. For example, the City Council page should have a calendar just showing upcoming council meeting dates. The page for the Bike Park should have a calendar only showing events to be hosted at the Bike Park. The page for Ewert Park should have a calendar only showing events to be hosted at Ewert Park.

3.5.1.21 Directory of Services/Programs:

Website must include a directory of services and programs offered by the City and its partners. The listing much be searchable/filterable by key word, department or partner. Each city program or service should have page about that service, and each service provided by a partner should link out to that partner's website.

3.5.1.22 Embedded Fillable Forms:

We need to be able to embed multiple fillable forms on a single page, rather than linking to PDFs. Forms need to be able to include multiple large attachment files, trigger email notifications to specified staff. Forms should be able to be built with payment fields, conditional logic, and custom fields.

3.5.1.23 Staff Directory:

Must be able to keep a staff directory on the website, with ability for certain CMS users to be assigned responsibility for updating the directory listings only for their assigned department. Search results for staff who are listed in the directory should include all relevant information including name, email address and phone extension.

3.5.1.24 Directory of Partner Organizations:

Each partner organization, such as the Chamber of Commerce or School District, should have a name, a description of the organizational mission, phone number, email address, and a link to their website home page. This way, when an organizational listing is updated, links to the partners featured on any page of the site will automatically be updated. For example, the Fire Department and Building Division may both want to include a link to the County Building Department from their list of frequent partners, and should link to the same contact information. This would prevent one department from updating contact information for their partner, but other departments failing to do so.

3.5.1.25 Automated Communications With Triggers:

We want the ability to trigger messages based on request responsiveness and user-initiated process updates. When you submit a form, you automatically get an email confirming your submission with a copy of what you submitted. When you add a

comment to a discussion, you should get reply messages pushed to you.

3.5.1.26 WCAG 2.0 AA compliance minimum:

All content on our website must be compliant with WCAG 2.0 AA standards for accessibility at minimum, and AAA where possible.

3.5.1.27 Online Payments:

Payments on the website must integrate with CentralSquare's Naviline software. Payments need to be reconciled by Finance staff, and only certain finance staff should have ability to issue refunds or cancel transactions, with full auditing of transactions conducted through the website for any department or type of purchase or payment. Would like to offer a workflow for paying anything the City has invoiced/billed you or your business for.

3.5.1.28 Archive of Live-Streamed Meetings:

We need a page with an archive of council meeting live streams and a separate category for live-streamed press conferences or other meeting categories.

3.5.1.29 Archive of MarCom Videos:

We need a page with an archive of Marketing & Communications videos with categories for each video series such as: Mayor's Monthly Video Message, Show Me Joplin, and Around Joplin with Fryendz.

3.5.1.30 Citizen Engagement Tools:

Build and distribute surveys, allow comment sections for projects during their conceptual and planning phases, ability to host strategic planning discussions and digital sticky notes for submitting ideas. Integration with SeeClickFix or recommended replacement solution for citizens to take a picture of a pothole, pin it on the map where they saw it, and submit it to the appropriate department who can address it like a work order and automatically generate automated communications back to the submitter when the task is received, assigned, and completed.

3.5.1.31 Security Features:

SSL certification, FedRAMP authorized infrastructure, https:// in URL, daily offsite redundancy backups, automated backups patches and updates, data encryption, reliable cloud hosting.

3.5.2 Tier 2 Priorities:

3.5.2.1 Online Burn Permit Workflow:

Want to establish workflow for offering burn permits online, taking payments online with the goal of reducing paperwork for the Fire Department and stop having to accept paper checks as the only way to make payment.

3.5.2.2 Control of Breakpoints for All Layout Widths:

Want our staff Webmaster to be able to adjust breakpoints on the website(s) as needed to ensure best possible layout of content for each screen size, without involvement of the website developer.

3.5.2.3 Ticket Sales Workflow:

Want to be able to conduct ticket sales for events such as the State of the Community event through the website, without having to send customers through the Parks & Rec portal to make payment. Where a customer could select how many tickets they want, and make payment, with the ability for our Finance Department to reconcile transactions daily. Ideally, this function would produce numbered tickets so we can verify that people are not printing multiple copies of the same ticket, allow us to set a limit on the number of tickets to be sold, and allow for us to track the accounting separately from other transactions such as parks, health and other departments accepting payments into their specific GL lines.

3.5.2.4 Data Dashboards:

We want each department landing page to have a customized data dashboard to show key metrics. Police may want to show crime stats and calls for service from last month. Finance may want to show tax revenue and monthly expenditure numbers or a graph of revenue and expenses for the last 12 months. Public Works may want to show expenditures per project, stats for number of pot holes filled, a map of where maintenance is occurring, a map of ADA sidewalk projects, etc.

3.5.2.5 Geo-Fenced Messaging:

We want the ability to trigger messages based on geo-fencing. If you have the City's app downloaded to your phone, when your phone enters a geo-fenced area, you should get any alerts we have issued which are current for that area.

3.5.2.6 Transit Bus Live Locations:

We want the ability for someone standing at a bus stop to be able to easily access a page on the Transit Division portion of the website, where, without logging in or creating a user, they can see live the locations of busses or ETA for when the next bus will arrive at their stop. Integration with Asset Management software or Transit software required.

3.5.2.7 Chat Bot:

We would like to have a customer service chatbot on our website which can use the content of the site to provide accurate information to website visitors, and link them to the page they need to get to for making a payment or filling a form.

3.5.2.8 Figma Integration:

We will prefer a website solution which includes Figma integration for page design and wireframing new content. This would allow the City's webmaster to design new content components, page layouts or page templates, and facilitate future website redesigns.

3.5.2.9 FontAwesome Integration:

We will prefer a website solution which includes integration with FontAwesome and other design system implementation tools for collaborative interface design.

3.5.3 Tier 3 Priorities:

3.5.3.1 Auto-Recommended Content:

Would be nice if the website could serve up "you may also be interested in" content recommendations at the bottom of pages, with buttons linking to related content pages or documents.

3.5.3.2 Embed Weather Map and Weather Radio Widgets:

Want to be able to embed weather map and live stream of weather radio onto an emergency management page of the website.

3.5.3.3 Advanced Bid Software Integration:

Would like to integrate or include bid posting tools beyond just posting current open bids and the ability to search prior bid opportunities, to include the ability to accept bid proposals through our website in such a way that proposals for bids can be stored securely where they cannot be reviewed by any city staff until the time designated for bid opening by the City for each particular bid opportunity. (Similar to IonWave software product.)

3.5.3.4 Advanced Plan Progress Reporting Software Integration:

Would like to integrate or include transparency tools for displaying adopted strategic planning documents broken out by action plans and steps, with status/progress updates using as much automation as possible and including permissions controls so only authorized department heads would be able to draft updates, with approval required by the City Manager prior to publishing. (Similar to the Envisio software product which we have seen in a prior product demo).

3.5.3.5 Ability to Embed Public Access Streaming Channel:

Want the ability to embed a public access streaming channel where the public can watch council meetings live, and see playlists of programming content from the MarCom department.

3.5.3.6 Retail Sales Workflow:

This would probably not be implemented at initial website go-live, but it would be nice to have the capability to sell retail items through the website, and assign items to different GL lines as necessary to separate revenue for Parks from revenue for VisitJoplin, or the Marketing & Communications Department for example. The Bike Park website will certainly need the ability to sell retail items.

3.5.3.7 Single Account for Each User, Single Shopping Cart:

The ultimate fantasy would be to offer a single portal through which a user would log in to view all their accounts with various city departments, and could place various items into a single cart and make payment. For example, I'd like to log in, select that I want to pay my utility bill, I want to renew my business license, renew my dog tag, register my kid for fall soccer, buy a pool pass, buy museum tickets, buy tickets to the annual state of the community event, and pay for my fence permit all at the same time, with the money going to each separate department account. I'd like to be able to tab between the various departments or workflows, but put each thing into a single cart,

and not have to enter my contact information for each thing, because by logging in, each process should autofill my name, account number and contact info. However, considering how difficult it has been to set up systems for online building permits alone, we don't suspect this to be possible.

3.5.3.8 Future App Development & Ownership:

In the future, we want the consultant to assist us in developing use-cases for mobile apps and other digital experiences. The City should own any apps we recommend the public download and make them available as free downloads in app stores.

3.6 Content Migration

3.6.1 Pages:

While Joplinmo.org currently has 502 published content pages, we anticipate very few if any have content on them which can be migrated as-is for publishing on the new website. The vast majority of pages have outdated, poorly designed content, broken links, and will require heavy rewriting. We anticipate a massive reorganization of content, creating new content which we've never made available on our site before, and eliminating irrelevant content.

3.6.2 Images:

We do not plan to migrate any image libraries from the current site to the new website. While we may need to archive the current asset libraries, our Webmaster will need to compile the new image library to be uploaded into the new CMS and approve all images to be uploaded for the first phase launch of the site in 2026.

3.6.3 Documents:

The current CivicPlus site contains a variety of document libraries and directories across what CivicPlus refers to as "modules". Each is described below along with our assessment of how best to approach the transition to a new CMS and website. **Migration of document libraries is considered a Tier 1 priority.**

3.6.3.1 Agenda Center: 3300+ items in 30 categories.

Very important to migrate the archive of meeting agendas, preserving the current categories. Keep in mind, City Council agenda PDFs contain links to additional PDFs or other file types, and we need to ensure these links are not broken, or that the supplemental documents (such as presentations to council) become attached to the agenda document.

3.6.3.2 Archive Center: 5100+ items in 25 categories.

Archive center's search function does not work very well (drop downs are useless) but

the navigation at bottom of page functions for navigating through the archive. We do need to preserve this archive of documents, though further discussion will be needed to assess whether all categories should continue to be available to the public through the new website. Any documents or categories not made publicly available should be archived in some other way where the City Clerk, historians, or librarians could access and search them.

3.6.3.3 Bids Postings: 662+ items in 12 categories.

The Bid Posting module allows us to keep a searchable archive of bid documents, separated into categories (by department issuing the bid) where website visitors are able to subscribe to alerts for each category to be notified when new bid documents are posted. Subscriber contact information will also need to be migrated to the new website, the bid category with the most subscribers is currently Public Works, with 558 subscribers.

3.6.3.4 Calendar: 1365+ items in 13 categories.

This module is a mess which doesn't make sense to me. It seems that we mostly use this module for posting upcoming City Council meetings to the City Calendar. It is unclear to me whether past events on this calendar should be migrated as part of an archive.

3.6.3.5 Document Center: 4450+ items in 257 categories.

This is the primary asset library for the website content. We should preserve an archive of these assets, mostly PDFs, but not migrate them blindly. We will need to work with each department to review their documents for relevance and accuracy. We can then migrate the documents which are truly needed for the new website.

3.6.3.6 Facilities: 44 items in 4 categories.

This module includes names and addresses, plus fields for describing each city-owned facility. Unclear whether we would migrate this content or simply replicate it as appropriate.

3.6.3.7 FAQs: 394 items in 50 categories.

We should prepare to migrate these but ask departments to review them for relevance and accuracy before actually publishing them to the new website.

3.6.3.8 Forms: 43 items in 13 categories.

Forms should be reviewed and rebuilt, we do not want to migrate forms without discussing with relevant departments how to improve each form. I imagine some forms are no longer relevant.

3.6.3.9 Jobs: 23 items in 34 categories.

Whatever jobs are live on the current site in the weeks prior to going live with the redesigned site should be replicated/migrated, and we will need to train HR staff how to post jobs in the new CMS, so they can post jobs to both until the current site becomes defunct, this way, the replacement site will be completely current at go-live.

3.6.3.10 News Flash: 54 items in 13 categories.

This module is essentially a news blog with subcategories. All news blog posts which have not expired should be migrated to establish an archive of news. The MarCom department is responsible for adding news posts and we need to stop "expiring" our news articles so we can build up a searchable archive of news. However, some content which recurs annually should expire to prevent confusion and eliminate outdated search results.

3.6.3.11 Resource Directory: 571 items in 809 categories.

This module is another mess which I don't fully understand yet. There are 248 business listings, but I am unsure if these should exist on the new website. I do see value in offering a directory of licensed businesses, but it's unclear who on staff should maintain it, or whether we should potentially have a tool which allows business owners to update contact info for their listing. Unsure how else this module is actually used. This may be replaced by or potentially integrate with the new Business License portal module of the CentralSquare software which the Finance Department is currently implementing.

3.6.3.12 Staff Directory: 338 items in 37 categories.

This module is used by departments to make contact information for their staff visible to the public. I am unsure to what degree we should migrate the staff directory as is or rebuild by forcing departments to consider again which staff each wants listed on the public site. I am in favor of listing job titles or offices and offering distribution list email addresses rather than naming all mid and low-level staff. I'm supportive of only senior staff and key contacts being listed on the public directory. Especially now that we are building a more usable intranet site on Sharepoint with robust internal directory.

3.7 Deployment & Hosting

The new site should be hosted on a platform that is highly resilient and able to withstand typical disaster scenarios. The site should provide cybersecurity that mitigates the increasing security risks that local governments are facing more regularly.

The City's website (joplinmo.org) is currently hosted through CivicPlus, and CivicPlus currently manages our DNS settings for the site. If the winning bidder is any firm other than CivicPlus, the City would prefer to manage DNS settings using GoDaddy, and to have the site hosted in the cloud. The City has no preference on cloud hosting provider.

3.7.1 Tier 1 Priorities:

3.7.1.1 Reliable High-Speed Hosting

Service-Level Agreement from the hosting vendor should include provisions for reliability and speed of access.

3.7.1.2 Hosting Support

Hosting vendor should provide technical support 24/7/365.

3.7.1.3 Multiple Domain Hosting

Provide multiple domain hosting and sub-domains with secured logins.

3.7.1.4 SSL Encryption

Provide 128-bit and 256-bit encryption over Secure Socket Layer for displaying specific web pages and or information transmitted to and from the website by City staff.

3.7.1.5 Redundancy and Disaster Recovery

Server redundancy and disaster recovery options if desired by the City. (Please show pricing for these services separately if additional cost).

3.7.1.6 Performance Monitoring and Reporting

Standard performance monitoring, usage statistics and reporting.

3.7.1.7 Issue Escalation

Provide an escalation path to get issues resolved within defined Service-level Agreement.

3.7.2 Tier 2 Priorities: (none identified)

3.7.3 Tier 3 Priorities: (none identified)

3.8 Training & Documentation

3.8.1 Tier 1 Priorities:

3.8.1.1 Site Transition and Go-Live

The consultant must provide a specific, step-by-step transition plan from the current website to the new website well in advance of "go-live" for the new site. This should include content preparation checklists, testing of functions, training of CMS users, and advice regarding key messages and how to educate the public about the new website to assist the Marketing & Communications Department in successfully launching the site with the public to minimize confusion, and maximize seamless adoption of the new site and all the functions it will be replacing from the old site.

3.8.1.2 Training

The consultant must provide robust training for the Webmaster as well as the initial set of staff CMS users, appropriate to their roles and permissions. Training may be provided in person, via live and recorded video conference calls, or pre-recorded videos. Manuals and written documentation will not count towards meeting the training requirement.

The city's Webmaster must be provided a robust "train-the-trainer" as this role will take on responsibility going forward for training new CMS users. In the occasion that the City's webmaster is not available for any reason to train their replacement or other CMS users, the consultant must be available on short notice to provide robust training at any time for as long as the City continues using the website platform and tools implemented through this project. Preference for step-by-step or course of training throughout the build phase of the website rather than a single data dump which could overwhelm staff.

3.8.1.3 Documentation

The consultant must compile and provide documentation for how to troubleshoot all aspects of the website and integrated systems. This should include the provision of CMS documentation as well as for other SAAS and related systems integrated into the website(s). Searchable online libraries for understanding the CMS and website tools are preferred over printed documentation. These libraries must be useful for our Webmaster in diagnosing and troubleshooting issues, and all instructions must be thorough and up-to-date, reflecting the most recent software updates and platform changes. Issues which will require support from the CMS platform vendor or the website design consultant should be clearly outlined prior to go-live, so our Webmaster understands the range of issues they will be able to troubleshoot alone, and which will require outside support.

3.8.2 Tier 2 Priorities:

3.8.2.1 How-to-videos

A library of short videos showing our CMS users how to accomplish the most common tasks they will frequently be responsible for would be very helpful and while not a deal-breaker, will be scored favorably.

3.8.3 Tier 3 Priorities:

3.8.3.1 Support Community

Online communities for CMS system users are a welcome bonus but are not considered essential. If the CMS platform does offer such a community, training should be provided to the City webmaster on how to navigate and get the most out of such resources.

3.9 Ongoing Maintenance & Support

3.9.1 Tier 1 Priorities:

3.9.1.1 Dedicated Account Manager:

The website developer (consultant) must provide a dedicated account manager or customer success resource to be the primary point of contact for the City's Webmaster throughout the design, build, implementation, ongoing maintenance and future software integrations with the websites included within this project.

3.9.1.2 Web Development/Consulting Support:

The website developer must be available 24/7/365 to assist in managing and resolving

technical issues with the website(s), mobile apps, and IoT experiences they have developed or helped the City acquire. The City Webmaster must be able to contact support via email and phone and be able to speak with US-based human support. Additional option for support through online chat is also preferred but considered secondary to availability by phone and email. Support provided should be comprehensive, and liaison support should be provided for any systems not directly managed by the developer. For example, the City's Webmaster should be able to rely on the developer support team (consultant) to contact and manage support requests directly with the CMS or other systems in our tech stack, on the City's behalf. The consultant's support personnel must be capable of effective support liaisons with these 3rd-parties to resolve issues within a reasonable period of time based on the priority, severity and urgency of the issue.

3.9.1.3 Budgeting for Future Additional Website Feature and Digital Experience Development:

The website developer must propose annual ongoing costs to include all maintenance, support, and a budget for hours of labor available to develop and implement additional phases of the website project in future budget years for new modules, widgets, etc. for new features and capabilities or additional digital experiences.

3.9.2 Tier 2 Priorities: (none identified)

3.9.3 Tier 3 Priorities: (none identified)

4 Evaluation of Proposals

4.1 Qualifications of Respondents

Respondents should provide all evidence of relevant experience and qualifications as outlined in section 2.2.1. to provide confidence in your firm's ability to provide comprehensive website design, development, and technology implementation services to include solutions consulting regarding all aspects of this RFP.

4.2 Scoring of Proposals

Scoring will emphasize related experience, portfolio of prior enterprise website projects, management, organization, availability of key staff, skill, financial, and other necessary resources to perform the work or provide the services required in a timely manner.

4.2.1 Company Profile: (10 Points)

Respondents must provide an explanation of their firm's areas of expertise, core competencies, and relevant experience. History and trajectory of the firm should be explained in brief.

Respondents must provide a listing of all personnel assigned to this project. If the Respondent needs to hire additional staff to fulfill this engagement, please briefly elaborate with a tentative plan of action. If the Respondent needs to partner with other firms such as a CMS platform or other service providers, please explain the nature of such partnership and key staff representing such project partners. Include company profiles for each partner firm or service provider.

Include an explanation of each person's area of responsibility for this project, years of related experience, geographic location, and the resume or CV for each professional assigned to this project. Please attach an organizational chart that includes any associated decision-makers who will or may have a role in the proposal or project management process. The City has an interest in hiring a firm with sufficient depth and breadth of staff to provide confidence that the firm will be capable of fulfilling their responsibilities in spite of staff turnover.

4.2.2 Experience & References: (10 Points)

Respondent must provide three (3) examples of directly relatable experience corresponding to the services requested by the City. Please include the name, title, address, telephone number, and email for each client contact. Examples proving the ability to coordinate multiple enterprise-level website projects should be included and will be considered in the scoring. Scoring will also emphasize the firm's experience and results related to similar type projects. Please note any awards or recognitions earned for prior website projects which were of a similar nature.

4.2.3 Approach Strategy: (10 Points)

Please describe in detail the proposed methodology for this project. Scoring will emphasize the project approach, proven implementation, and/or management strategies by the team, including timeline, training and support resources.

4.2.4 Proposal to Fulfill All Tier 1 Priorities: (20 Points)

Please provide notes alongside the Scope of Work Tier 1 Priorities list, indicating how your proposal will or will not be able to fulfill each listed.

4.2.5 Proposal to Fulfill All Tier 2 Priorities: (15 Points)

Please provide notes alongside the Scope of Work Tier 2 Priorities list, indicating how your proposal will or will not be able to fulfill each listed.

4.2.6 Proposal to Fulfill All Tier 3 Priorities: (10 Points)

Please provide notes alongside the Scope of Work Tier 3 Priorities list, indicating how your proposal will or will not be able to fulfill each listed.

4.2.7 Proposed Project Budget: (25 Points)

Please provide a complete itemized project budget including everything required to meet the minimum requirements (Tier 1 priorities), and indicate optional pricing for each additional item or option available to meet all Tier 2 and Tier 3 priorities. Please also provide pricing options for any additional or replacement solutions which you recommend.

If you are not able to provide pricing for 3rd party SaaS or other technologies which will need to be purchased as part of the project to meet any priority within any of the three tiers, please indicate why you are not able to provide a cost estimate for each.

Clearly indicate 1-time costs versus annual recurring costs.

Provide cost estimates for the development of any integrations for which we have indicated an interest, or which you believe will be necessary or recommended, whether or not the integration is already deployable.

Additionally, please provide a pricing sheet showing hourly costs for each type of service this project may require from your firm, in the case that additional hours of work should be required beyond what you anticipate for the project budget.

Proposal must also include a proposed annual budget for ongoing CMS and SaaS fees, hosting, maintenance, support, and a budget for additional website or other digital experience improvements and development. Specify hourly rates for each type of labor and a proposed amount of labor hours to be included in the annual recurring fees, indicating the amount of annual uplift.

Costs will be scored fairly for all bids received. In order to score fairly, we will base the cost score on the total costs required for implementation of all Tier 1 priorities in your 1st year project budget. The lowest bid will receive 25 points and the highest bid will receive 0 points. All other bids will be scored based on a formula calculating a ratio of difference between the high and low bids.

5 Sample Services Contract

STANDARD AGREEMENT
FOR CONSULTING SERVICES

THIS AGREEMENT is made and entered into this _____ day of _____, 2023, by and between the City of Joplin, Missouri, a Missouri Municipal Corporation, hereinafter referred to as "City," and _____ hereinafter referred to as "Consultant," and with City and Consultant being referred to collectively as "the Parties."

WITNESSETH:

WHEREAS, City desires to retain a Website Development Consulting Firm for the purposes of comprehensive website design, development and technology implementation services for the City of Joplin, as described in City's Request for Proposal, attached hereto and incorporated by reference as Exhibit A; and

WHEREAS, Consultant desires to provide comprehensive website design, development, and technology implementation services pursuant to the terms of this agreement, as described in Consultant's Response to City's Request for Proposal, attached hereto and incorporated by reference as Exhibit B; and

WHEREAS, City has selected Consultant as the lowest and best bidder based on full consideration of all factors, preferences, and conditions deemed applicable by City.

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

1. Scope of Work and Payment.

a. City agrees to engage Consultant for performance, and Consultant agrees to perform, the services described in Exhibits A and B within the time specified therein. Specifically, Consultant shall serve as City's website developer for an initial three-year period. The contract period shall begin on or about November 18, 2025, and is anticipated to end on October 31, 2028.

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

c. City agrees to pay Consultant in accordance with the prices and terms set forth in Exhibits A and B for work authorized by City upon presentation of proper invoice and inspection by City of work completed by Consultant. Specifically, City agrees to pay Consultant $xx,xxx per annum and an amount not to exceed $xxx,xxx for one-time project costs.

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

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

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

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

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

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

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

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

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

8. Consequential Damages. In no event shall City be liable to Contractor for special, indirect, or consequential damages.

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

10. Counterparts. This Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Facsimile signatures shall be given the same force and effect as original signatures.

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

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

13. Fiduciary Duty. Consultant owes a fiduciary duty to City, including the duty of care and the duty of loyalty. Consultant shall act in the best interest of City.

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

15. Indemnification. Consultant hereby assumes all risk of, and responsibility for, and agrees to indemnify and save harmless City, from and against any and all claims, demands, suits, actions, recoveries, judgments, costs, and expenses, including reasonable attorney's fees 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 Consultant, its agents or employees, or City, 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 Agreement, except to the extent arising from or caused by the sole or gross negligence or willful misconduct of City, its agents or employees.

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

17. Insurance. Intentionally omitted.

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

19. Non-Appropriation. Notwithstanding any provision herein to the contrary, City is obligated only to make the payments set forth in the attached contract as may lawfully be made from funds budgeted and appropriated for that purpose during City's then current fiscal year at the discretion of City. If no funds are appropriated or otherwise made legally available to make the required payments for this Agreement during the next occurring fiscal year (an "Event of Nonappropriation"), this Agreement will terminate at the end of the then current fiscal year as if terminated expressly. The failure or inability of City to appropriate funds for this Agreement in any subsequent fiscal year shall not be deemed a breach of this Agreement by any party.

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

City of Joplin, Missouri	Consultant Firm
ATTN: MarCom	ATTN: -------
602 S. Main St.	Street Address
Joplin, MO 64801	City, State Zipcode

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

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

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

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

24. Termination. If, through any cause, Consultant shall fail to fulfill in a timely and proper manner Consultant's obligations under this contract, or if Consultant shall violate any of the covenants, agreements, or stipulations of this contract, City shall thereupon have the right to

terminate this contract by giving written notice to Consultant of such termination and specifying the effective date thereof, at least five (5) days before the effective day of such termination. City may, without cause, terminate this contract upon thirty (30) day's prior written notice. In either such event, all finished or unfinished documents, data, studies, reports, or other materials prepared by the Consultant shall, at the option of City, become its property. Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed. Notwithstanding the above, Consultant shall not be relieved of liability to City for damages sustained by City by virtue of any such breach of the contract by Consultant.

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

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

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

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

CITY OF JOPLIN, MISSOURI

_____
Nicholas Edwards, City Manager

Consultant

_____
By: ----------
Its: authorized signatory

ATTEST:

_____
Holly Nagy, City Clerk

City of Joplin Website RFP Final Scoring Sheet

Following the 1st round scoring, 6 Finalist Proposals were selected for interviews and product demonstration. 2nd round scoring was then completed following the interviews.

Firm Name	**Proposed CMS Platform**	**1st Round Scoring Average:**	**Firm HQ Location**	**Average 2nd Round Total Score** (50 possible)
GHD Digital	GovStack (proprietary)	62/100	Ontario, Canada	**27.7/50**
Juicebox	Wordpress (open source)	68.3/100	DesMoines, IA	**39.7/50**
Planeteria Media	Wordpress (open source)	77.3/100	Santa Rosa, CA	**37/50**
Promet Source	Drupal (open source)	75.6/100	Chicago, IL	**42/50**
Rounded Cube	Storyblok (proprietary)	62/100	St. Louis, MO	**28.7/50**
Upanup	Drupal (open source)	92.3/100	BC, Canada	**46/50**

Firms eliminated in 1st round

Alois LLC		Non-conforming bid, not scored	San Francisco	N/A
BDKL		37.3/100	Miami, FL	N/A
Capicua		44/100	New York	N/A
CivicPlus		41/100	Manhatan, KS	N/A
Dev.Co		47.3/100	Seattle, WA	N/A
Inadev		57.3/100	Reston, VA	N/A
Interpersonal Frequency		Late submission, not scored	???	N/A
Spark LLC		48/100	Louisville, KY	N/A
Tagline 360		39.6/100	unclear	N/A
Tino LLC		41/100	Houston, TX	N/A
UpSela		44.6/100	Dallas, TX	N/A
vTech Solutions		58.6/100	D.C.	N/A

COUNCIL BILL NO. 2026-601 ORDINANCE NO.

AN ORDINANCE approving a Contract by and between the City of Joplin and Upanup Studios Inc. to provide comprehensive website design, development and technology implementation services for the City of Joplin; authorizing the City Manager to execute said Contract by and on behalf of the City of Joplin; and establishing a time for this ordinance to become effective.

WHEREAS, it is the desire of the City Council to improve the City's online website experience for online users who seek to easily find public information about their local government; and

WHEREAS, the public increasingly expects a user-friendly experience for accomplishing business they have with the City through a mobile-friendly website; and

WHEREAS, the City must comply with WCAG 2.1 AA as minimum website accessibility standards as specified in the Justice Department's new regulations under ADA Title II; and

WHEREAS, the City seeks to establish a website for the MOmentum Bike Park (MOmentumBikePark.com) and consolidate content from multiple City website properties under the main City website (currently Joplinmo.org); and

WHEREAS, the City seeks to acquire a .gov domain and rebrand and consolidate the main City website under said domain while maintaining the current .org domain as an alias; and

WHEREAS, the City seeks to migrate its content to a single, modern, open-source (non-proprietary), cloud-based content management system (CMS) configured as a headless platform from which data may be presented through multiple websites and potential future apps and digital experiences, to ensure the City's online platform has the flexibility to allow future integrations, expansions and additions of the online experiences offered to the community; and

WHEREAS, the City seeks to ensure the new website(s) and CMS are hosted in a secure environment, and maintained and updated on a regular basis to meet the latest and best standards for data security; and

WHEREAS, the Marketing & Communications Department staff have thoroughly researched the City's current and future needs for the website and online experiences, drafted a thorough Request for Proposals, outlining our needs in three priority tiers, and received 17 proposals, and interviewed six finalists for consideration; and

WHEREAS, Upanup Studios Inc. has been identified as the lowest and best bidder, with a proposal to meet all priorities outlined in the RFP, and specializes in designing, building, and hosting open-source websites for local governments; now therefore,

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

Section 1. That a Contract by and between the City of Joplin and Upanup Studios Inc. to provide comprehensive website design, development, and technology implementation services for the City of Joplin is hereby approved.

Section 2. That the City Manager, or his designee, is hereby authorized and directed to execute said Agreement, in substantially similar form, a true and accurate copy of the same being attached hereto and incorporated herein as Exhibit "A", by and on behalf of the City of Joplin, Missouri.

Section 3. That this ordinance shall be in full force and effect as of January 21st, 2026.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2026, by a vote of _____.

_____
Keenan T. Cortez, Sr., Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

UPANUP

City of Joplin

Council Meeting • Jan 5, 2026

Peter Knapp
Upanup CEO



Grand Falls, Joplin. Photo from City of Joplin

- Founded 2012
- Three offices
- Local government specialization
- Purpose-driven, values-focused
- Drupal open-source platform



118
Local Municipal Government Clients

200+
Government & Public Sector Website Projects

100+
Design Awards

28
User Experience (UX) Testing/Research Projects

500+
UX Sessions

14+M
Citizen Users of Upanup’s Solutions

Proactive communications

User-friendly for citizens



Streamlined processes

Efficient for staff

Delivering a user-friendly and future-ready digital experience to help the people of Joplin find information and services with confidence.



UPANUP

City of Joplin

Council Meeting • Jan 5, 2026

Peter Knapp
Upanup CEO



Grand Falls, Joplin. Photo from City of Joplin

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2026-003 – Calling an Election on April 7, 2026 to submit a half-cent public safety sales tax to replace the current half-cent general sales tax to fund and close the Policemen's and Firemen's pension plan

MEETING DATE
January 20, 2026

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2026-003 Ordinance

REVIEWED BY
Department Head: Leslie Haase; City Attorney: Peter Edwards; City Manager: Nick Edwards

SUMMARY
This Council Bill calls an election on April 7, 2026 to submit to qualified voters a question as to whether to continue a one-half of one percent sales tax for the purpose of improving public safety to replace upon its expiration the one-half of one percent general sales tax previously approved by the voters on November 5, 2019 to fund and close the Policemen's and Firemen's Pension Plan.

BACKGROUND
On November 5, 2019, the voters of the City approved the imposition of a one-half percent (1/2%) general sales tax for the purpose of providing revenues to fund and close the Policemen's and Firemen's Pension Plan to new hires and migrate new hires to the Missouri Local Government Employees Retirement System (LAGERS) with the provision that the 2019 Sales Tax will expire upon the Pension Plan reaching a fully-funded one hundred twenty percent (120%) status as determined by an independent actuarial study or twelve (12) years after enactment, whichever is earlier.

The Pension Plan is currently projected to reach a fully-funded one hundred twenty percent (120%) status in early 2027, which means the 2019 Sales Tax will expire. Section 94.900 RSMo. was amended by the Missouri General Assembly and became effective on August 28, 2025, authorizing the City of Joplin to impose a one-half percent (1/2%) sales tax solely for the purpose of improving the public safety of the City with approval of the qualified voters of Joplin.

There is a need to improve public safety in Joplin, including equipment, facilities, staffing, and wages and benefits. This need can be met by replacing the half-cent 2019 General Sales Tax with a half-cent Public Safety Sales Tax effective upon the expiration of the 2019 General Sales Tax, so that the overall sales tax rate in Joplin will remain the same and not be increased. As

such, this council bill approves placing this item in the form of a ballot question before the qualified voters of Joplin on April 7, 2026. This item is an emergency, because election items must be certified by January 27, 2026 for the April election.

FUNDING SOURCE

This item is not applicable for this council bill.

RECOMMENDATION

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

COUNCIL BILL NO. 2026-003 ORDINANCE NO.

AN ORDINANCE calling an election on April 7, 2026, in the City of Joplin, Missouri, to submit to the qualified voters, a question as to whether to impose a one-half of one percent (1/2 percent) citywide sales tax on retail sales within the City of Joplin, Missouri, for the purpose of improving the public safety of the City to replace upon its expiration the one-half of one percent (1/2 percent) general sales tax previously approved by the voters on November 5, 2019 to provide revenues to close the Police and Fire Pension Plan to new hires and migrate new hires to the Missouri Local Government Employees Retirement System, and containing an emergency clause.

WHEREAS, on November 5, 2019, the voters of the City approved imposition of a one-half of one percent (1/2 percent) general sales tax (the "2019 Sales Tax") for the purpose of providing revenues to close the City of Joplin Police and Fire Pension Plan (the "Pension Plan") to new hires and migrate new hires to the Missouri Local Government Employees Retirement System with the provision that the 2019 Sales Tax will expire upon the Pension Plan reaching a fully-funded one hundred twenty percent (120%) status as determined by an independent actuarial study conducted for the City of Joplin or twelve (12) years after enactment, whichever is earlier; and,

WHEREAS, the Pension Plan is currently projected to reach a fully-funded one hundred twenty percent (120%) status in the first or second quarter of 2027 and, thereafter, in accordance with the requirements of the 2019 Sales Tax, it will expire; and,

WHEREAS, Section 94.900, RSMo., was amended by the Missouri General Assembly and became effective on August 28, 2025, authorizing the City of Joplin to impose a one-half of one percent (1/2 percent) citywide sales tax solely for the purpose of improving the public safety of the City on all retail sales made within the City effective upon approval of the qualified voters of the City (the "Public Safety Sales Tax"); and,

WHEREAS, imposition of a Public Safety Sales Tax pursuant to Section 94.900, RSMo., would provide a dedicated funding source for expenditures limited by law to equipment, salaries and benefits, and facilities for police and fire service purposes in the City; and,

WHEREAS, the City Council has determined that there is a current and ongoing need for additional funding for police and fire service purposes in the City; and,

WHEREAS, the City Council believes that this need can be met by replacing the 2019 Sales Tax with a Public Safety Sales Tax at the same rate of one-half of one percent (1/2 percent) effective only upon expiration of the 2019 Sales Tax so that the overall sales rate in the City will remain the same and not be increased; and,

WHEREAS, for the foregoing reasons, the City Council desires to submit to the qualified voters of the City at an election to be held on April 7, 2026, the question of whether to impose a one-half of one percent (1/2 percent) citywide sales tax pursuant to Section 94.900, RSMo., for the purpose

of improving the public safety of the City to replace the 2019 Sales Tax upon its expiration.

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

Section 1. An election is hereby ordered to be held in the City on April 7, 2026, on the following proposition:

OFFICIAL BALLOT

Election – Tuesday, April 7, 2026

PROPOSITION "POLICE & FIRE"

"Shall the City of Joplin impose a citywide sales tax, as authorized by Section 94.900 RSMo., at a rate of one-half of one percent (1/2 percent) solely for the purpose of improving the public safety of the City, said sales tax to replace upon its expiration the general sales tax previously approved by the voters of the City on November 5, 2019, to provide revenues to close the Police and Fire Pension Plan to new hires and migrate new hires to the Missouri Local Government Employees Retirement System?"

Yes. ← —

No. ← —

INSTRUCTIONS TO VOTERS

TO vote FOR the Question, complete the arrow opposite "YES".

TO vote AGAINST the Question, complete the arrow opposite "NO."

Section 2. The proposed one-half of one percent (1/2 percent) citywide sales tax pursuant to Section 94.900, RSMo.,, if adopted in the April 7, 2026, election shall become effective and thereafter be imposed only upon the expiration of the general sales tax previously approved by the voters of the City on November 5, 2019.

Section 3. The form of the Notice of Election for said election, a copy of which is attached hereto and made a part hereof, is hereby approved.

Section 4. The City Clerk is hereby authorized and directed to notify the County Clerks of Jasper and Newton County, Missouri, of the adoption of this ordinance no later than 5:00 p.m., on

the tenth Tuesday prior to the regular or special election, and to include in said notification all of the terms and provisions required by Chapter 115, RSMo., 2016, as amended.

Section 5. This Ordinance relating to an election of the qualified voters of Joplin is declared by the City Council to be an emergency within this meaning of Section 2.12, subparagraph (2), of the Home Rule Charter of the City of Joplin, Missouri, and as such shall become effective immediately upon its passage.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of

_____, 2026, by a vote of _____.

_____
Keenan T. Cortez, Sr., Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

COUNCIL BILL NO. 2026-004 ORDINANCE NO. 2026-___

AN ORDINANCE submitting to the electors of the City of Joplin, Missouri, at a General Municipal Election to be held on the 7th day of April, 2026, proposed Charter Amendment No. 01 to the Charter of the City of Joplin, Missouri, as adopted November 6, 2007; and containing an emergency clause.

WHEREAS, the Council appointed a nine (9) member Charter Review Commission by Resolution No. 2025-009 on September 15, 2025, charging the Commission with reviewing certain sections of the City's Charter; and,

WHEREAS, the Charter Review Commission presented the results of their review including suggestions for the betterment and update of the current Charter to the City Council at its regular meeting on January 5, 2026, and the City Council approved two (2) of those recommendations; and,

WHEREAS, it is deemed by the Council of the City of Joplin, Missouri, to be in the public interest to submit to the electors of the City of Joplin, at a General Municipal Election to be held in the City on the 7th day of April, 2026, an amendment to the Charter of said City November 6, 2007.

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

That there be submitted to the electors of the City of Joplin, Missouri, at a General Municipal Election to be held in said City, on the 7th day of April, 2026, the following amendment to the Charter of the City of Joplin, adopted November 6, 2007; said amendment to be as follows:

Section 1. CHARTER AMENDMENT NO. 01

That Article XIII. The Council, of the Charter of the City of Joplin, Mo., adopted November 6, 2007, be amended by amending Section 13.04. - Nominations by petitions, to reduce the number of signatures required for a nominating petition from one-hundred fifty (150) signatures to fifty (50) signatures for general council seats, and reduce the number of signatures for zone council seats from one-hundred fifty (150) signatures to fifty (50) signatures, with twenty-five (25) signatures within the candidate’s zone.

BE IT ADOPTED by the people of the City of Joplin, Missouri:

That Article XIII. The Council, of the Charter of the City of Joplin, Mo., adopted November 6, 2007, be amended by amending Section 13.04. - Nominations by petitions, to reduce the number of signatures required for a nominating petition from one-hundred fifty (150) signatures to fifty (50) signatures for general council seats, and reduce the number of signatures for zone council seats from one-hundred fifty (150) signatures to fifty (50) signatures, with twenty-five (25) signatures from within the candidate’s zone, so that Section 13.04 shall read as follows:

"Nominations of candidates for all elective offices shall be by petition. Petitions for zone councilmen shall be signed by not less than ~~one hundred~~ fifty (~~1~~50) registered voters of whom not

less than ~~seventy-five (75)~~ twenty-five (25) registered voters shall be registered voters in the zone in which the candidate for zone councilman resides. Petitions for general councilmen shall be signed by not less than one ~~hundred~~ fifty (~~1~~50) registered voters of the city. No voter shall sign more than one nominating petition for the same zone council position, and should a voter do so, his signature shall be void except as to the first petition filed. No voter shall sign more nominating petitions for general councilman than the number of general councilmen to be elected at the forthcoming election and should a voter do so, his signature shall be void except as to the aforesaid proper number of petitions which he has signed and which are first filed. Each signer of a petition shall designate his residence by street and number, or by other description sufficient to identify his place of residence, and precinct number. Nominating petitions shall contain the name, occupation, residence and precinct number of the person nominated, and the specific office (zone or general councilman) for which he is a candidate.

The signatures on the nominating petition need not be all appended to one paper, but each separate paper shall have a statement setting forth the election date; the office to be filled; and the name, occupation, residence and precinct number of the candidate on whose behalf the petition is being filed. In addition, there shall be attached to each such paper a signed statement of the circulator thereof, stating the number of signers of such paper, that each signature appended thereto was made in his presence, and is the genuine signature of the person whose name it purports to be, and that he believes each such signer to be a legal voter.

Nominating petitions for regularly scheduled council elections shall be made available by the city clerk's office no sooner than ten (10) weeks before the date of final certification of the election as required by state law. Completed nominating petitions shall then be filed with the city clerk prior to two (2) weeks before the final certification date of the election as required by state law to allow two (2) weeks for finalizing the ballot before the election as prescribed.

Nominating petitions shall be in substantially the following form:

We, the undersigned registered voters of the City of Joplin, Missouri, respectfully petition and request the name of _____ residing at _____, occupation _____, precinct number _____, be placed upon the ballot as a candidate for the office of _____ to be voted for at the election to be held on the _____ day of _____, ___ and we, individually, signify that our names have appeared on the roll of registered voters within the last year, and that we are qualified to vote for this candidate:

NAME _____ PRECINCT _____, STREET AND NUMBER _____, DATE OF SIGNING _____

STATEMENT OF CIRCULATOR

The undersigned is the circulator of the foregoing paper containing _____ signatures. Each signature appended thereto was made in my presence and is the genuine signature of the person whose name it purports to be. I am a registered voter; qualified to vote for this candidate, and I believe each signer is a registered voter qualified to vote for this candidate.

Signature of circulator _____
Address _____

The clerk shall certify petitions in the order they are received.

Within ten days after the filing of a nominating petition the city clerk shall notify the candidate and the person who filed the petition whether or not it is found to be sufficient. If a petition is found insufficient, the city clerk shall return it immediately to the person who filed it with a statement certifying wherein the petition is found insufficient. Within the regular time for filing petitions a new or supplemental petition may be filed for the same candidate. The petition of each candidate nominated shall be preserved by the city clerk until the expiration of the term of office for which he has been nominated. Upon the filing and certification of a sufficient nominating petition each candidate shall, under oath, execute a declaration of candidacy / acceptance of nomination in conformance with state law.

"Shall Section 13.04 of the Charter of the City of Joplin, Missouri, be amended to reduce the number of signatures required for a nominating petition from one-hundred fifty (150) signatures to fifty (50) signatures for general council seats, and reduce the number of signatures for zone council seats from one-hundred fifty (150) signatures to fifty (50) signatures, with twenty-five (25) signatures from within the candidate's zone?"

Yes. ⬅ ____

No. ⬅ ____

Instructions to Voters

TO vote IN FAVOR OF Amendment 01, complete the arrow next to the word "YES".

TO vote AGAINST Amendment 01, complete the arrow next to the word "NO". "

Section 2. That said election shall be governed in all things by the provisions of the statutes of Missouri and Charter and ordinances of the City of Joplin, Missouri, relating to elections in the City insofar as the same are applicable and not in contravention with the particular provisions of this ordinance; said election shall be held at the respective voting districts of said City as set out in a Notice to be published by the County Clerks of Jasper and Newton County, Missouri, according to law. Said Notice shall include the question to be submitted as set forth herein, and a complete and detailed description of each and all precincts of said City, and, in said annexation area, in Jasper and Newton Counties, Missouri, to be published by the County Clerks of Jasper and Newton County, in a paper of general circulation in Joplin, Missouri, the publication of which to occur in accordance with Missouri law.

Section 3. That the City Clerk shall prepare and execute the form of the Notice of said election and shall transmit the same to the County Clerks of Jasper and Newton County, and request that they conduct said election as required by law.

Section 4. That the ballot shall be in substantially the following form:

OFFICIAL BALLOT

"Shall Section 13.04 of the Charter of the City of Joplin, Missouri, be amended to reduce the number of signatures required for a nominating petition from one-hundred fifty (150) signatures to fifty (50) signatures for general council seats, and reduce the number of signatures for zone council seats from one-hundred fifty (150) signatures to fifty (50) signatures, with twenty-five (25) signatures from within the candidate's zone?"

CITY OF JOPLIN CHARTER

Election - Tuesday, April 7, 2026

SHALL THE FOLLOWING BE ADOPTED:

Yes, for Amendment 01. ← —

No, for Amendment 01. ← —

Instructions to Voters

TO vote IN FAVOR OF Amendment 01, complete the arrow next to the word "YES".

TO vote AGAINST Amendment 01, complete the arrow next to the word "NO". "

Section 5. That the City Clerk is hereby directed to deliver to the County Clerks of Jasper and Newton County, Missouri, a Notice of said election for publication as required by state statutes in a newspaper of general circulation in Joplin, Missouri, that at the Election to be held on the 7th day of April, 2026, in the City of Joplin, there shall be submitted to the qualified electors of this City at such election, the proposed new Charter to the Charter of the City hereinbefore referred to. The Notice of Election shall be published in accordance with the statutes and laws of the State of Missouri.

Section 6. The City Clerk shall canvas the results of the election as verified by the Jasper and Newton County Clerks and report the same to the Council at the next scheduled Council meeting following the election.

Section 7. That this Ordinance, being an Ordinance submitting a Charter Amendment to the voters, is an emergency within the meaning of Section 2.12(2) of the Home Rule Charter of the City of Joplin, Missouri, and as such, this Ordinance shall become effective immediately from and after its adoption and approval.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this 20th day of January, 2026, by a vote of _____.

_____
Keenan T. Cortez, Sr.

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
Council Bill No. 2026-004 – AN ORDINANCE submitting to the electors of the City of Joplin, Missouri, at a General Municipal Election, to be held on April 7, 2026, proposed Charter Amendment No. 1, reducing the number of signatures required for a nominating petition for council seats.

MEETING DATE
January 20, 2026

ORIGINATING DEPARTMENT
Legal Department

ATTACHMENTS
Council Bill No. 2026-004

REVIEWED BY
City Attorney Peter Edwards; City Clerk Holly Nagy; and City Manager Nicholas Edwards.

SUMMARY
This Council Bill amends the City Charter to reduce the number of signatures required for a nominating petition for council seats.

BACKGROUND
The City Council appointed a nine (9) member Charter Review Commission by Resolution No. 2025-009 on September 15, 2025, charging the Commission with reviewing certain sections of the City's Charter. The Charter Commission met several times over the last several months and presented their findings to the City Council on January 5, 2026. The City Council has approved placing two (2) of the Commission's recommendations on the April 7, 2026 ballot.

Charter Amendment No. 1 is this Council Bill No. 2026-004. It submits the question of whether or not the Charter should be amended to reduce the number of signatures required for a nominating petition for council seats from one hundred fifty (150) to fifty (50) for general council seats and from one hundred fifty (150) to fifty (50) for zone council seats with twenty-five (25) signatures from within the candidate's zone.

FUNDING SOURCE
N/A

RECOMMENDATION
Staff recommends this Council Bill be approved on emergency basis.

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
Council Bill No. 2026-005 – AN ORDINANCE submitting to the electors of the City of Joplin, Missouri, at a General Municipal Election, to be held on April 7, 2026, proposed Charter Amendment No. 2, changing the term "emergency" ordinance to "expedited" ordinance.

MEETING DATE
January 20, 2026

ORIGINATING DEPARTMENT
Legal Department

ATTACHMENTS
Council Bill No. 2026-005

REVIEWED BY
City Attorney Peter Edwards; City Clerk Holly Nagy; and City Manager Nicholas Edwards.

SUMMARY
This Council Bill amends the City Charter, Section 2.12, to change the term "emergency" ordinance to "expedited" ordinance.

BACKGROUND

The City Council appointed a nine (9) member Charter Review Commission by Resolution No. 2025-009 on September 15, 2025, charging the Commission with reviewing certain sections of the City's Charter. The Charter Commission met several times over the last several months and presented their findings to the City Council on January 5, 2026. The City Council has approved placing two (2) of the Commission's recommendations on the April 7, 2026 ballot.

Charter Amendment No. 2 is Council Bill No. 2026-005. This Council Bill submits the question of whether or not the Charter should be amended to change the term "emergency" ordinance to "expedited" ordinance. There has been confusion about the term emergency and whether a true emergency exists when these bills are brought to Council. The Commission, as well as staff, believe that the word "expedited" better defines the ordinances brought to Council for approval in a single reading under this section.

FUNDING SOURCE
N/A

RECOMMENDATION
Staff recommends this Council Bill be approved on emergency basis.

COUNCIL BILL NO. 2026-005 ORDINANCE NO. 2026-

AN ORDINANCE submitting to the electors of the City of Joplin, Missouri, at a General Municipal Election to be held on the 7th day of April, 2026, proposed Charter Amendment No. 02 to the Charter of the City of Joplin, Missouri, as adopted November 6, 2007 and containing an emergency clause.

WHEREAS, the Council appointed a nine (9) member Charter Review Commission by Resolution No. 2025-009 on September 15, 2025, charging the Commission with reviewing certain sections of the City's Charter; and,

WHEREAS, the Charter Review Commission presented the results of their review including suggestions for the betterment and update of the current Charter to the City Council at its regular meeting on January 5, 2026, and the City Council approved two (2) of those recommendations; and,

WHEREAS, one of the items discussed by the Commission was whether the term "emergency", as stated and defined in Section 2.12 of the Charter, should be changed to "expedited", to better define the type of bills that Council passes with a single reading; and,

WHEREAS, the Commission voted 8-1 to recommend to the Council to place this item on the ballot; and,

WHEREAS, it is deemed by the Council of the City of Joplin, Missouri, to be in the public interest to submit to the electors of the City of Joplin, at a General Municipal Election to be held in the City on the 7th day of April, 2026, an amendment to the Charter of said City November 6, 2007.

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

That there be submitted to the electors of the City of Joplin, Missouri, at a General Municipal Election to be held in said City, on the 7th day of April, 2026, the following amendment to the Charter of the City of Joplin, adopted November 6, 2007; said amendment to be as follows:

Section 1. CHARTER AMENDMENT NO. 02

That Article II. The Council, of the Charter of the City of Joplin, Mo., adopted November 6, 2007, be amended by amending Section 2.12. - Legislative proceedings., change the term 'emergency' ordinance to 'expedited' ordinance.

BE IT ADOPTED by the people of the City of Joplin, Missouri:

That Article II. The Council, of the Charter of the City of Joplin, Mo., adopted November 6, 2007, be amended to change the term 'emergency' ordinance to 'expedited' ordinance, so that Section 2.12 shall read as follows:

"Section 2.12. - Legislative proceedings.

In the transaction of legislative business, whenever the council shall act by ordinance, the following procedure shall be used: Every ordinance shall be by bill, which shall be in written or printed form, and the enacting clause shall be, "BE IT ORDAINED BY THE COUNCIL OF THE CITY OF JOPLIN," except the enacting clause of all ordinances submitted by the initiative shall be: "BE IT ORDAINED BY THE PEOPLE OF JOPLIN." All bills shall be read three times before final passage, not more than two of which readings shall be at the same legislative session; and at least one week shall elapse between the introduction and final passage of any bill, except as set forth below.

~~Emergency~~ Expedited measures shall take effect immediately upon their passage. An ~~emergency~~ expedited measure is any ordinance passed by either the vote of two-thirds of the members of the council or the unanimous vote of those members present, whichever is lesser, and shall be restricted to the following:

(1) Any ordinance for the immediate preservation of the public peace, property, health, safety or morals, containing the statement that an ~~emergency~~ expedited need exists and specifying distinctly the facts and reasons constituting such ~~emergency~~ need for expediency.

(2) Any ordinance calling any election or providing for submission of any proposal to the people.

(3) Any ordinance making an appropriation for the payment of principal or interest of the public debt, or for current expenses of the city government, or payment of compromise settlements of damage claims upon recommendation of the city attorney.

(4) Any general appropriation ordinance.

(5) Any ordinance fixing any tax rate or assessment.

(6) Any ordinance relating to any public improvement.

Every bill introduced shall be filed with the city clerk on the day of its first reading and shall remain on file in his office for public inspection until it is finally adopted or fails of passage. Prior to the final passage of any bill, other than an ~~emergency~~ expedited bill, all persons interested therein may be heard before the council, in accordance with such rules and regulations as the council may adopt. After the third reading of any bill and compliance with the other provisions herein, the council may finally pass the bill with or without amendment; except that if the council shall make an amendment which constitutes a change in substance, the bill as amended shall be filed in the office of the city clerk for one additional week, and an opportunity afforded for a further public hearing, after which final action may be taken thereon.

An ordinance, when passed by the council, shall be signed by the presiding officer and attested by the city clerk; it shall be immediately filed and thereafter preserved in the office of the city clerk; and, except as otherwise provided herein, shall be subject to the referendum provided in Article XIV of this charter. Unless otherwise specified, every ordinance shall become effective twenty days after its final passage. If an ordinance be submitted at a referendum election or as a result of an initiative petition, it shall become effective upon the declaration by the council, after canvassing the election returns, that it has received the favorable vote of a majority of those voting thereon.

"Shall Section 2.12 of the Charter of the City of Joplin, Missouri, be amended to change the term ‘emergency’ ordinance to ‘expedited’ ordinance?"

Yes. ⬅____

No. ⬅____

Instructions to Voters

TO vote IN FAVOR OF Amendment 02, complete the arrow next to the word "YES".

TO vote AGAINST Amendment 02, complete the arrow next to the word "NO". "

Any approved change in this Section of the Charter shall be applicable to any other reference to the term “emergency” ordinance in the Charter and Code of Ordinances.

Section 2. That said election shall be governed in all things by the provisions of the statutes of Missouri and Charter and ordinances of the City of Joplin, Missouri, relating to elections in the City insofar as the same are applicable and not in contravention with the particular provisions of this ordinance; said election shall be held at the respective voting districts of said City as set out in a Notice to be published by the County Clerks of Jasper and Newton County, Missouri, according to law. Said Notice shall include the question to be submitted as set forth herein, and a complete and detailed description of each and all precincts of said City, and, in said annexation area, in Jasper and Newton Counties, Missouri, to be published by the County Clerks of Jasper and Newton County, in a paper of general circulation in Joplin, Missouri, the publication of which to occur in accordance with Missouri law.

That the ballot shall be in substantially the following form:

OFFICIAL BALLOT

"Shall Section 2.12 of the Charter of the City of Joplin, Missouri, be amended to change the term ‘emergency’ ordinance to ‘expedited’ ordinance?"

CITY OF JOPLIN CHARTER

Election - Tuesday, April 7, 2026

SHALL THE FOLLOWING BE ADOPTED:

Yes, for Amendment 02. ← —

No, for Amendment 02. ← —

Instructions to Voters

TO vote IN FAVOR OF Amendment 02, complete the arrow next to the word "YES".

TO vote AGAINST Amendment 02, complete the arrow next to the word "NO". "

Section 5. That the City Clerk is hereby directed to deliver to the County Clerks of Jasper and Newton County, Missouri, a Notice of said election for publication as required by state statutes in a newspaper of general circulation in Joplin, Missouri, that at the Election to be held on the 7th day of April, 2026, in the City of Joplin, there shall be submitted to the qualified electors of this City at such election, the proposed new Charter to the Charter of the City hereinbefore referred to. The Notice of Election shall be published in accordance with the statutes and laws of the State of Missouri.

Section 6. The City Clerk shall canvas the results of the election as verified by the Jasper and Newton County Clerks and report the same to the Council at the next scheduled Council meeting following the election.

Section 7. That this Ordinance, being an Ordinance submitting a Charter Amendment to the voters, is an emergency within the meaning of Section 2.12(2) of the Home Rule Charter of the City of Joplin, Missouri, and as such, this Ordinance shall become effective immediately from and after its adoption and approval.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this 20th day of January, 2026, by a vote of _____.

_____
Keenan T. Cortez, Sr.

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN COUNCIL
AGENDA ITEM

ITEM
Council Bill 2026-105 – authorizing an agreement by and between the City of Joplin and Crawford, Murphy and Tilley (CMT) for the Design and Bidding services for the North Perimeter Road at the Joplin Regional Airport and containing an emergency clause.

MEETING DATE
January 20, 2026

ORIGINATING DEPT
Public Works - Airport

ATTACHMENTS
Council Bill 2026-105; Project Consultant Agreement

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

SUMMARY
This Council Bill approves an agreement by and between the City of Joplin and Crawford, Murphy and Tilley (CMT) for the not to exceed amount of One Hundred Fifty-Four Thousand One Hundred Sixty-Seven and 00/100 Dollars ($154,167.00) for the Design and Bidding services for the North Perimeter Road at the Joplin Regional Airport.

BACKGROUND
The Airport currently uses an active Consulting Agreement with CMT. As part of this agreement, they are to submit the costs for and perform any design and bidding services for projects that arise during that time.

Total costs for the design and bidding services for the North Perimeter Road project amount to $154,167.00. This cost will be covered 95/5 federal to local share with the FAA IIGA-AIG and AIP grants which results in the federal share of $146,458.65 and a local share of $7,708.35.

FUNDING SOURCE
FAA IIJA - AIG Grant 3-29-0037-064-2026, FAA AIP Grant 3-29-0037-065-2026, Airport Fund

RECOMMENDATION
Staff recommends adoption of this Council Bill on an Emergency basis, being an Ordinance dealing with a general appropriation, with the meaning of Section 2.12 (6) of the Home Rule Charter of the City of Joplin Missouri, and as such, this Ordinance shall become effective immediately upon its passage. Specifically, this Council Bill needs to be approved on an emergency basis in order to meet aggressive FAA project timeline requirements.

COUNCIL BILL NO. 2026-105 ORDINANCE NO.

AN ORDINANCE authorizing the acceptance of an agreement by and between the City of Joplin and Crawford, Murphy and Tilley for Construction Management services for the Design and Bidding Services for the North Perimeter Road at the Joplin Regional Airport in the not to exceed amount of One Hundred Fifty-Four Thousand One Hundred Sixty-Seven and 00/100 Dollars ($154,167.00); authorizing the City Manager or his designee to execute this agreement by and on behalf of the City of Joplin; amending the Annual Budget of the City of Joplin for the Fiscal Year 2025-2026 as adopted by Ordinance 2025-143 on October 20, 2025; and containing an emergency clause.

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

Section 1. That the agreement by and between the City of Joplin and Crawford, Murphy and Tilley (CMT) not to exceed amount of One Hundred Fifty-Four Thousand One Hundred Sixty-Seven and 00/100 Dollars ($154,167.00) for the Design and Bidding services for the North Perimeter Road at the Joplin Regional Airport; a true and accurate copy of said agreement being attached hereto and incorporated herein as Exhibit “A”, is hereby approved.

Section 2. That the City Manager or his Designee is hereby authorized and directed to execute said agreement, or agreement in substantially similar form, by and on behalf of the City of Joplin with Crawford, Murphy & Tilly, Inc.

Section 3. That upon the final approval and acceptance of the consultant’s work under said contract, in substantial conformance with the attached agreement, in writing to the Director of Public Works and his certification to the effect to the Director of Finance, the consultant shall be paid from the Airport Fund of FY 2026 and is being partially funded through the FAA AIG and AIP Grants.

Section 4. That fiscal year 2025-2026 budgeted appropriations as adopted by Ordinance 2025-143 be amended by increasing revenue by the total amount of One Hundred Forty-Six Thousand Four Hundred Fifty-Nine Dollars and No Cents ($146,459.00) and by increasing appropriations by the total amount of One Hundred Fifty-Four Thousand One Hundred Sixty-Seven Dollars and No Cents ($154,167.00).

Section 5. That the Director of Finance is hereby directed to make all necessary entries on the City records to show the increase in appropriations.

Section 6. That the City hereby declares that this Ordinance, being an Ordinance dealing with a general appropriation, is considered an emergency within the meaning of Section 2.12 (6) of the Home Rule Charter of the City of Joplin, Missouri, and as such, this Ordinance shall become effective immediately upon its passage. Specifically, this Council Bill needs to be approved on an emergency basis in order to meet aggressive FAA project timeline requirements.

COUNCIL BILL NO. 2026-105 cont.

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

_____, 2026, by a _____ vote.

_____
Keenan T. Cortez, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CMT
Infrastructure Professionals

December 29, 2025

Ms. Allison Zahner
Airport Manager
Joplin Regional Airport
602 South Main Street
Joplin, MO 64801

Re: Joplin Regional Airport (JLN)
Proposal N. Perimeter Road, Phase 1 – Design/Bidding Services
3-29-0037-064-2026 | $1,132,950.00 | IIJA - AIG – 2026
3-29-0037-065-2026 | $445,000.00 | AIP - 2026

Dear Ms. Zahner:

Please find enclosed our proposal outlining the scope of services and associated fee requested for the North Perimeter Road, Phase 1 (the "Project") at Joplin Regional Airport (JLN). We propose to complete the attached Scope of Services for the Design & Bidding Phase Services of the Project at a Not-To-Exceed fee of $154,167.

Please call if you have questions or would like to discuss the scope of work or fee. On behalf of the staff at Crawford, Murphy & Tilly, thank you for the opportunity to provide engineering services to Joplin Regional Airport.

Sincerely,

CRAWFORD, MURPHY & TILLY, INC.

Jennifer Kuchinski, PE

Digitally signed by Jennifer Kuchinski, PE
DN: C=US, E=jkuchinski@cmtengr.com, CN="Jennifer Kuchinski, PE"
Reason: I am the author of this document
Date: 2025.12.29 13:28:36-06'00'

Jennifer Kuchinski, P.E.
Group Manager

Enclosed: Standard Consultant Agreement with Exhibits

Airport: Joplin Regional Airport
IIJA (AIG) Project No.: 3-29-0037-064-2026
Federal (AIP) Project No.: 3-29-0037-065-2026

Airport Name:	Joplin Regional Airport
Project Name.:	North Perimeter Road – Phase 1
County:	Jasper

AVIATION PROJECT CONSULTANT AGREEMENT (FEDERAL ASSISTANCE)
(Revision 04/11/2018)

THIS AGREEMENT is entered into by Crawford Murphy and Tilly, Inc. (hereinafter the "Consultant"), and the City of Joplin, Missouri, (hereinafter the "Sponsor").

WITNESSETH:

WHEREAS, the Sponsor has selected the Consultant to perform professional services to accomplish a project at the Joplin Regional Airport; and

WHEREAS, the Federal Aviation Administration (FAA) is not a party to this Agreement; MoDOT and/or FAA land acquisition, environmental, planning, design and construction criteria and other requirements will be utilized unless specifically approved otherwise by the FAA; and

WHEREAS, the Sponsor intends to accomplish a project at the Joplin Regional Airport as listed in Exhibit I of this Agreement, entitled "Project Description", which is attached hereto and made a part of this Agreement.

NOW, THEREFORE, in consideration of the payments to be made and the covenants set forth in this Agreement to be performed by the Sponsor, the Consultant hereby agrees that it shall faithfully perform the professional services called for by this Agreement in the manner and under the conditions described in this Agreement.

(1) DEFINITIONS: The following definitions apply to these terms, as used in this Agreement:

(A) "SPONSOR" means the owner of the airport referenced above.

(B) “SPONSOR’S REPRESENTATIVE” means the person or persons designated in Section (23)(A) of this agreement by the Sponsor to represent the Sponsor in negotiations, communications, and various other contract administration dealings with the Consultant.

(C) "MoDOT" means the Missouri Department of Transportation, an executive branch agency of state government, which acts on behalf of the Missouri Highways and Transportation Commission.

(D) "CONSULTANT" means the firm providing professional services to the Sponsor as a party to this Agreement.

(E) "CONSULTANT'S REPRESENTATIVE" means the person or persons designated in Section (23)(B) of this agreement by the Consultant to represent that firm in negotiations, communications, and various other contract administration dealings with the Sponsor.

(F) "DELIVERABLES" means all drawings and documents prepared in performance of this Agreement, to be delivered to and become the property of the Sponsor pursuant to the terms and conditions set out in Section (12) of this Agreement.

(G) "DISADVANTAGED BUSINESS ENTERPRISE (DBE)" means an entity owned and controlled by a socially and economically disadvantaged individual as defined in 49 Code of Federal Regulations (CFR) Part 26, which is certified as a DBE firm in Missouri by MoDOT. Appropriate businesses owned and controlled by women are included in this definition.

(H) "FAA" means the Federal Aviation Administration within the United States Department of Transportation (USDOT), headquartered at Washington, D.C., which acts through its authorized representatives.

(I) "INTELLECTUAL PROPERTY" consists of copyrights, patents, and any other form of intellectual property rights covering any data bases, software, inventions, training manuals, systems design or other proprietary information in any form or medium.

(J) "SUBCONSULTANT" means any individual, partnership, corporation, or joint venture to which the Consultant, with the written consent of the Sponsor, subcontracts any part of the professional services under this Agreement but shall not include those entities which supply only materials or supplies to the Consultant.

(K) "SUSPEND" the services means that the services as contemplated herein shall be stopped on a temporary basis. This stoppage will continue until the Sponsor either decides to terminate the project or reactivate the services under the conditions then existing.

(L) "TERMINATE", in the context of this Agreement, means the cessation or quitting of this Agreement based upon the action or inaction of the Consultant, or the unilateral cancellation of this Agreement by the Sponsor.

(M) "USDOT" means the United States Department of Transportation, headquartered at Washington, D.C., which acts through its authorized representatives.

(N) "SERVICES" includes all professional engineering and related services and the furnishing of all equipment, supplies, and materials in conjunction with such services as are required to achieve the broad purposes and general objectives of this Agreement.

(2) SCOPE OF SERVICES:

(A) The services covered by this Agreement shall include furnishing the professional, technical, and other personnel and the equipment, material and all other things necessary to accomplish the proposed project detailed in Exhibit I of this Agreement.

(B) The specific services to be provided by the Consultant are set forth in Exhibit II of this Agreement, entitled "Scope of Services," which is attached hereto and made a part of this Agreement.

(3) ADDITIONAL SERVICES: The Sponsor reserves the right to direct additional services not described in Exhibit II as changed or unforeseen conditions may require. Such direction by the Sponsor shall not be a breach of this Agreement. In this event, a Supplemental Agreement will be negotiated and executed prior to the Consultant performing the additional or changed services, or incurring any additional cost for those additional services. Any changes in the maximum compensation and fee, or time and schedule of completion, will be covered in the Supplemental Agreement. Supplemental Agreements must be approved by the FAA to ensure additional funding is available.

(4) INFORMATION AND SERVICES PROVIDED BY THE SPONSOR:

(A) At no cost to the Consultant and in a timely manner, the Sponsor will provide available information of record which is pertinent to this project to the Consultant upon request. In addition, the Sponsor will provide the Consultant with the specific items or services set forth in Exhibit III of this Agreement, entitled "Services Provided by the Sponsor", which is attached hereto and made a part of this Agreement. The Consultant shall be entitled to rely upon the accuracy and completeness of such information, and the Consultant may use such information in performing services under this Agreement.

(B) The Consultant shall review the information provided by the Sponsor and will as expeditiously as possible advise the Sponsor of any of that information which the Consultant believes is inaccurate or inadequate or would otherwise have an effect on its design or any of its other activities under this Agreement. In such case, the Consultant shall provide new or verified data or information as necessary to meet the standards required under this Agreement. Any additional work required of the Consultant as the result of inaccurate or inadequate information provided by the Sponsor will be addressed per the provisions of Section (3) of this Agreement. The Consultant shall not be liable for any errors, omissions, or deficiencies resulting

from inaccurate or inadequate information furnished by the Sponsor which inaccuracies or inadequacies are not detected by the Consultant, unless the errors should have been detected by the Consultant through reasonable diligence.

(5) RESPONSIBILITY OF THE CONSULTANT:

(A) The Consultant shall comply with applicable local, state and federal laws and regulations governing these services, as published and in effect on the date of this Agreement. The Consultant shall provide the services in accordance with the criteria and requirements established and adopted by the Sponsor; and if none are expressly established in this Agreement, published manuals and policies of the FAA which shall be furnished by the Sponsor upon request; and, absent the foregoing, manuals and policies of the FAA, as published and in effect on the date of this Agreement.

(B) Without limiting the foregoing, land acquisition, environmental, planning, design and construction criteria will be in accordance with the information set out in Exhibit II of this Agreement.

(C) The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of designs, drawings, specifications, and other services furnished under this Agreement. At any time during construction of the Sponsor project associated with this Agreement or during any phase of work performed by others on said project that is based upon data, plans, designs, or specifications provided by the Consultant, the Consultant shall prepare any data, plans, designs, or specifications needed to correct any negligent acts, errors, or omissions of the Consultant or anyone for whom it is legally responsible in failing to comply with the foregoing standard. The services necessary to correct such negligent acts, errors, or omissions shall be performed without additional compensation, even though final payment may have been received by the Consultant. The Consultant shall provide such services as expeditiously as is consistent with professional performance. Acceptance of the services will not relieve the Consultant of the responsibility to correct such negligent acts, errors, or omissions.

(D) Completed design reports, plans and specifications, plans and specifications submitted for review by permit authorities, and plans and specifications issued for construction shall be signed, sealed, and dated by a Professional Engineer registered in the State of Missouri. Incomplete or preliminary plans or other documents, when submitted for review by others, shall not be sealed, but the name of the responsible engineer, along with the engineer's Missouri registration number, shall be indicated on the design report, plans and specifications or included in the transmittal document. In addition, the phrase "Preliminary - Not for Construction," or similar language, shall be placed on the incomplete or preliminary plan(s) in an obvious location where it can readily be found, easily read, and not obscured by other markings, as a disclosure to others that the design report, plans and specifications are incomplete or preliminary. When the design report, plans and specifications are completed, the

phrase "Preliminary - Not for Construction" or similar language shall be removed and the design report, plans and specifications shall thereupon be sealed.

(E) The Consultant shall cooperate fully with the Sponsor's activities on adjacent projects as may be directed by the Sponsor. This shall include attendance at meetings, discussions, and hearings as requested by the Sponsor. The minimum number and location of meetings shall be defined in Exhibit II.

(F) In the event any lawsuit or court proceeding of any kind is brought against the Sponsor, arising out of or relating to the Consultant's activities or services performed under this Agreement or any project of construction undertaken employing the deliverables provided by the Consultant in performing this Agreement, the Consultant shall have the affirmative duty to assist the Sponsor in preparing the Sponsor's defense, including, but not limited to, production of documents, trials, depositions, or court testimony. Any assistance given to the Sponsor by the Consultant will be compensated at an amount or rate negotiated between the Sponsor and the Consultant as will be identified in a separate agreement between the Sponsor and the Consultant. To the extent the assistance given to the Sponsor by the Consultant was necessary for the Sponsor to defend claims and liability due to the Consultant's negligent acts, errors, or omissions, the compensation paid by the Sponsor to the Consultant will be reimbursed to the Sponsor.

(6) NO SOLICITATION WARRANTY: The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Sponsor will have the right to terminate this Agreement without liability, or at its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee, plus costs of collection including reasonable attorney's fees.

(7) DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS:

(A) DBE Goal: The following DBE goal has been established for this Agreement. The dollar value of services and related equipment, supplies, and materials used in furtherance thereof which is credited toward this goal will be based on the amount actually paid to DBE firms. The goal for the percentage of services to be awarded to DBE firms is 0% of the total Agreement dollar value.

(B) Eligibility of DBE's: Only those firms currently certified as DBE's by MoDOT, City of St. Louis/Lambert Airport Authority, Metro, City of Kansas City, and Kansas City Area Transportation Authority are eligible to participate as DBEs on this contract. A list of these firms is available on MoDOT's Office of External Civil Rights webpage at the following address under the MRCC DBE Directory:

http://www.modot.org/business/contractor_resources/External_Civil_Rights/DBE_program.htm

(C) Consultant's Certification Regarding DBE Participation: The Consultant's signature on this Agreement constitutes the execution of all DBE certifications which are a part of this Agreement. The Consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the Sponsor deems appropriate, which may include, but is not limited to: withholding monthly progress payments; assessing sanctions; liquidated damages; and/or disqualifying the Consultant from future bidding as non-responsible.

1. Policy: It is the policy of the USDOT and the Sponsor that businesses owned by socially and economically disadvantaged individuals (DBEs) as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds. Thus, the requirements of 49 CFR Part 26 apply to this Agreement.

2. Obligation of the Consultant to DBEs: The Consultant agrees to assure that DBEs have the maximum opportunity to participate in the performance of this Agreement and any subconsultant agreement financed in whole or in part with federal funds. In this regard the Consultant shall take all necessary and reasonable steps to assure that DBEs have the maximum opportunity to compete for and perform services. The Consultant shall not discriminate on the basis of race, color, religion, creed, disability, sex, age, or national origin in the performance of this Agreement or in the award of any subsequent subconsultant agreement. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT assisted agreements and contracts. Failure by the Consultant to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy, as the recipient deems appropriate.

3. Geographic Area for Solicitation of DBEs: The Consultant shall seek DBEs in the same geographic area in which the solicitation for other Subconsultants is made. If the Consultant cannot meet the DBE goal using DBEs from that geographic area, the Consultant shall, as a part of the effort to meet the goal, expand the search to a reasonably wider geographic area.

4. Determination of Participation Toward Meeting the DBE Goal: DBE participation shall be counted toward meeting the goal as follows:

A. Once a firm is determined to be a certified DBE, the

total dollar value of the subconsultant agreement awarded to that DBE is counted toward the DBE goal set forth above.

B. The Consultant may count toward the DBE goal a portion of the total dollar value of a subconsultant agreement with a joint venture eligible under the DBE standards equal to the percentage of the ownership and control of the DBE partner in the joint venture.

C. The Consultant may count toward the DBE goal expenditures to DBEs who perform a commercially useful function in the completion of services required in this Agreement. A DBE is considered to perform a commercially useful function when the DBE is responsible for the execution of a distinct element of the services specified in the Agreement and the carrying out of those responsibilities by actually performing, managing and supervising the services involved and providing the desired product.

D. A Consultant may count toward the DBE goal its expenditures to DBE firms consisting of fees or commissions charged for providing a bona fide service, such as professional, technical, consultant, or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for the performance of this Agreement, provided that the fee or commission is determined by the Sponsor to be reasonable and not excessive as compared with fees customarily allowed for similar services.

E. The Consultant is encouraged to use the services of banks owned and controlled by socially and economically disadvantaged individuals.

5. Replacement of DBE Subconsultants: The Consultant shall make good faith efforts to replace a DBE Subconsultant who is unable to perform satisfactorily with another DBE Subconsultant. Replacement firms must be approved by the Sponsor and FAA.

6. Verification of DBE Participation: Prior to the release of the retained percentage by the Sponsor, the Consultant shall file a list with the Sponsor showing the DBEs used and the services performed. The list shall show the actual dollar amount paid to each DBE that is applicable to the percentage participation established in this Agreement. Failure on the part of the Consultant to achieve the DBE participation specified in this Agreement may result in sanctions being imposed on the Sponsor for noncompliance with 49 CFR Part 26. If the total DBE participation is less than the goal amount stated by the Sponsor, the Sponsor may sustain damages, the exact extent of which would be difficult or impossible to ascertain. Therefore, in order to liquidate such damages, the monetary difference between the amount of the DBE goal dollar amount and the amount actually paid to the DBEs for performing a commercially useful function will be deducted from the Consultant's payments as liquidated damages. If this Agreement is awarded with less than the goal amount stated above by the Sponsor, that lesser amount shall become the goal amount and shall be used to

determine liquidated damages. No such deduction will be made when, for reasons beyond the control of the Consultant, the DBE goal amount is not met.

7. Documentation of Good Faith Efforts to Meet the DBE Goal: The Agreement goal established by the Sponsor is stated above in Subsection (7)(A). The Consultant must document the good faith efforts it made to achieve that DBE goal, if the agreed percentage specified in Subsection (7)(C)(8) below is less than the percentage stated in Subsection (7)(A). Good faith efforts to meet this DBE goal amount may include such items as, but are not limited to, the following:

A. Attended a meeting scheduled by the Sponsor to inform DBEs of contracting or consulting opportunities.

B. Advertised in general circulation trade association and socially and economically disadvantaged business directed media concerning DBE subcontracting opportunities.

C. Provided written notices to a reasonable number of specific DBEs that their interest in a subconsultant agreement is solicited in sufficient time to allow the DBEs to participate effectively.

D. Followed up on initial solicitations of interest by contacting DBEs to determine with certainty whether the DBEs were interested in subconsulting work for this Agreement.

E. Selected portions of the services to be performed by DBEs in order to increase the likelihood of meeting the DBE goal (including, where appropriate, breaking down subconsultant agreements into economically feasible units to facilitate DBE participation).

F. Provided interested DBEs with adequate information about plans, specifications and requirements of this Agreement.

G. Negotiated in good faith with interested DBEs, and did not reject DBEs as unqualified without sound reasons based on a thorough investigation of their capabilities.

H. Made efforts to assist interested DBEs in obtaining any bonding, lines of credit or insurance required by the Sponsor or by the Consultant.

I. Made effective use of the services of available disadvantaged business organizations, minority contractors' groups, disadvantaged business assistance offices, and other organizations that provide assistance in the recruitment and placement of DBE firms.

8. DBE Participation Obtained by Consultant: The Consultant

has obtained DBE participation and agrees to use DBE firms to complete at least 0% of the total services to be performed under this Agreement, by dollar value. All DBE firms which the Consultant intends to use, including DBE firm participation above and beyond the goal established in Subsection (7)(A), and the type and dollar value of the services each DBE will perform, is as follows:

(A) DBE NAME AND ADDRESS	(B) TYPE OF DBE SERVICE	(C) DOLLAR VALUE OF DBE SUB-CONTRA	(D) PERCENT APPLICABLE TO DBE GOAL	(E) DOLLAR AMOUNT APPLICABLE TO DBE GOAL	(F) PERCENT OF TOTAL CONTRACT (C / TOTAL CONTRACT
TOTAL DBE PARTICIPATION				$0.00	0%

9. Good Faith Efforts to Obtain DBE Participation: If the Consultant's agreed DBE goal amount as specified in Subsection (7)(C)(8) is less than the Sponsor's DBE goal given in Subsection (7)(A), then the Consultant certifies good faith efforts were taken by Consultant in an attempt to obtain the level of DBE participation set by the Sponsor in Subsection (7)(A). Documentation of the Consultant's good faith efforts is to be submitted with this Agreement to the Sponsor and a copy submitted to the FAA.

(8) SUBCONSULTANTS:

(A) The Consultant agrees that except for those firms and for those services listed below, there shall be no transfer of engineering services performed under this Agreement without the written consent of the Sponsor. Subletting, assignment, or transfer of the services or any part thereof to any other corporation, partnership, or individual is expressly prohibited. Any violation of this clause will be deemed cause for termination of this Agreement.

EXCEPTIONS (Subconsultant information):

List all Subconsultant(s) to be used for any piece of work outlined in this agreement, excluding DBE Firms listed in the DBE Participation Subsection (7)(C)(8), DBE Participation Obtained by Consultant, in this agreement. If none, write "N/A" in the

first row of the first column.

FIRM NAME	COMPLETE ADDRESS	NATURE OF SERVICES	SUBCONTRACT AMOUNT
Palmerton & Parrish, Inc.	4168 W. Kerney St. Springfield MO 65803	Geotechnical Soil Exploration	$6,000.00

(B) The Consultant agrees and shall require the selected Subconsultants to maintain books, documents, papers, accounting records, and other evidence pertaining to direct costs and expenses incurred under the Agreement and to make such materials available at their offices at reasonable times during the Agreement period and for three (3) years from the date of final payment under the Agreement for inspection by the Sponsor or any of its authorized representatives (or any authorized representative of the federal government), and copies thereof shall be furnished.

(C) Unless waived or modified by the Sponsor, the Consultant agrees to require, and shall provide evidence to the Sponsor, that those Subconsultants shall maintain commercial general liability, automobile liability, professional liability and worker's compensation and employer's liability insurance, or alternatively, a comparable umbrella insurance policy submitted to and approved by the FAA, for not less than the period of services under such subconsultant agreements, and in an amount equal to the Sponsor's sovereign immunity caps as stated in section 537.600 RSMo and subsequently adjusted by the Missouri Department of Insurance. If the statutory limit of liability for a type of liability specified in this section is repealed or does not exist, the minimum coverage shall not be less than the following amounts:

1. Commercial General Liability: $500,000.00 per person up to $3,000,000.00 per occurrence;

2. Automobile Liability: $500,000.00 per person up to $3,000,000.00 per occurrence;

3. Worker's Compensation in accordance with the statutory limits; and Employer's Liability: $1,000,000.00; and

4. Professional Liability: $1,000,000.00, each claim and in the annual aggregate.

(D) The subletting of the services will in no way relieve the Consultant of its primary responsibility for the quality and performance of the services to be performed hereunder, and the Consultant shall assume full liability for the services performed by its Subconsultants.

(E) The payment for the services of any Subconsultants will be reimbursed at cost by the Sponsor in accordance with the submitted invoices for such services, as set forth in Section (9), entitled "Fees and Payments".

(F) The Consultant agrees to furnish a list of any MoDOT-approved DBE Subconsultants under this Agreement upon the request of the Sponsor or the FAA. Further, the Consultant agrees to report to the Sponsor on a monthly basis the actual payments made by the Consultant to such DBE Subconsultants.

(G) The Consultant agrees that any agreement between the Consultant and any Subconsultant shall be an actual cost plus fixed fee agreement if the amount of the agreement between the Consultant and Subconsultant exceeds Twenty-Five Thousand Dollars ($25,000). Subconsultant agreements for amounts of $25,000 or less may be lump sum or actual cost plus fixed fee as directed by the Sponsor.

(9) FEES AND PAYMENTS:

(A) The Consultant shall not proceed with the services described herein until the Consultant receives written authorization in the form of a Notice to Proceed from the Sponsor.

(B) The amount to be paid to the Consultant by the Sponsor as full remuneration for the performance of all services called for in this Agreement will be on the following basis, except that the lump sum fee for labor, overhead and profit plus other costs will not exceed a maximum amount payable of **$154,167.37,** which is shown in Exhibit IV, "Derivation of Consultant Project Costs", and Exhibit V, "Engineering Basic and Special Services-Cost Breakdown" attached hereto and made a part of this Agreement. Payment under the provisions of this Agreement is limited to those costs incurred in accordance with generally accepted accounting principles to the extent they are considered necessary to the execution of the item of service.

(C) The Consultant's fee shall include the hourly salary of each associate and employee, salary-related expenses, general overhead, and direct non-salary costs as allowed by 48 CFR Part 31, the Federal Acquisition Regulations (FAR), and 23 CFR 172, Procurement, Management, and Administration of Engineering and Design Related Services. The hourly salary of each associate and employee is defined as the actual productive salaries expended to perform the services. The other billable costs for the project are defined as follows:

1. Salary-related expenses are additions to payroll cost for holidays, sick leave, vacation, group insurance, worker's compensation insurance, social security taxes (FICA), unemployment insurance, disability taxes, retirement

benefits, and other related items.

2. General overhead cost additions are for administrative salaries (including non-productive salaries of associates and employees), equipment rental and maintenance, office rent and utilities, office maintenance, office supplies, insurance, taxes, professional development expenses, legal and audit fees, professional dues and licenses, use of electronic computer for accounting, and other related items.

3. Direct non-salary costs incurred in fulfilling the terms of this Agreement, such as but not limited to travel and subsistence, subcontract services, reproductions, computer charges, materials and supplies, and other related items, will be charged at actual cost without any override or additives.

4. The additions to productive salaries for Items in Subsections (9)(C) 1 and 2 will be established based on the latest audit.

5. The Consultant shall provide a detailed man hour/cost breakdown for each phase of the project indicating each job classification with base wage rates and the number of hours associated with each phase. The breakdown shall include work activities and be in sufficient detail to reflect the level of effort involved. This information shall be attached hereto and made a part of this Agreement as Exhibit V "Engineering Basic and Special Services -Cost Breakdown".

6. The Consultant shall provide a detailed breakdown of all Subconsultant fees, including overhead and profit, when requested by the Sponsor and/or the FAA. Once the cumulative amount to be paid to a Subconsultant by the Consultant, as full remuneration for the performance of services, as called for in this Agreement and any supplemental agreements hereafter, equals or exceeds Twenty-Five Thousand Dollars ($25,000), submittal of a separate Exhibit IV, "Derivation of Consultant Project Costs" and Exhibit V, "Engineering Basic and Special Services-Cost Breakdown", prepared to solely reflect the Subconsultant's fees shall be attached hereto and made a part of this Agreement, subject to the process described in Section (3) of this Agreement. These Exhibits prepared to reflect the Subconsultant's fees shall be labeled Exhibit IV-A and Exhibit V-A, respectively.

7. The Consultant shall provide a detailed breakdown of all travel expense, living expense, reproduction expense, and any other expense that may be incurred throughout the project. These expenses must be project specific and not covered in or by an overhead rate.

8. The property and equipment used on this project such as automotive vehicles, survey equipment, office equipment, etc., shall be owned, rented, or leased by the Consultant, and charges will be made to the project for the use of such property at the rate established by company policies and practices. Approval of the Sponsor and the FAA will be required prior to acquisition of reimbursable special equipment.

9. The Consultant agrees to pay each Subconsultant under this Agreement for satisfactory performance of its contract no later than 15 days from the Consultant's receipt of each payment the Consultant receives from the Sponsor. The Consultant agrees further to return retainage payments to each Subconsultant within 15 days after the Subconsultant's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Sponsor. This clause applies to both DBE and non-DBE Subconsultants.

(D) The Consultant shall submit an invoice for services rendered to the Sponsor not more than once every month. A progress summary indicating the current status of the services shall be submitted along with each invoice. Upon receipt of the invoice and progress summary, the Sponsor will, as soon as practical, but not later than 30 days from receipt, pay the Consultant for the services rendered, including the proportion of the fixed fee earned as reflected by the estimate of the portion of the services completed as shown by the progress summary, less partial payments previously made. A late payment charge of one and one half percent (1.5%) per month shall be assessed for those invoiced amounts not paid, through no fault of the Consultant, within 30 days after the Sponsor 's receipt of the Consultant's invoice. The Sponsor will not be liable for the late payment charge on any invoice which requests payment for costs which exceed the proportion of the maximum amount payable earned as reflected by the estimate of the portion of the services completed, as shown by the progress summary. The payment, other than the fixed fee, will be subject to final audit of actual expenses incurred during the period of the Agreement.

(E) The Sponsor may hold a percentage of the amount earned by the Consultant, not to exceed two percent (2%), until 100% of services as required by Section (2), "Scope of Services," of this Agreement are completed and have been received and approved by the Sponsor and the FAA. The payment will be subject to final audit of actual expenses during the period of the Agreement. Upon completion and acceptance of all services required by Section (2), "Scope of Services," the two percent (2%) retainage will be paid to the Consultant. As an alternative to withholding two percent (2%) retainage as set forth above, the Sponsor may accept a letter of credit or the establishment of an escrow account in the amount of said retainage and upon such other terms and conditions as may be acceptable to the Sponsor and the Consultant. If a letter of credit or escrow account is not acceptable to the Sponsor, then the percent retainage will control.

(10) PERIOD OF SERVICE:

(A) The services, and if more than one, then each phase thereof, shall be completed in accordance with the schedule contained in Exhibit VI, "Performance Schedule," attached hereto and made a part of this Agreement. The Consultant and the Sponsor will be required to meet this schedule.

(B) The Consultant and Sponsor will be required to meet the schedules in this Agreement. The Sponsor will grant time extensions for delays due to unforeseeable causes beyond the control of and without fault or negligence of the Consultant and no claim for damage shall be made by either party. Requests for extensions of time shall be made in writing by the Consultant before that phase of work is scheduled to be completed, stating fully the events giving rise to the request and justification for the time extension requested. The anticipated date of completion of the work, including review time, is stated in Exhibit VI of this Agreement. An extension of time shall be the sole allowable compensation for any such delays, except as otherwise provided in Section (3) for additional/changed work and differing/unforeseen conditions. Any extensions or additional costs shall be subject to FAA approval.

(C) As used in this provision, the term "delays due to unforeseeable causes" include but are not limited to the following:

1. War or acts of war, declared or undeclared;

2. Flooding, earthquake, or other major natural disaster preventing the Consultant from performing necessary services at the project site, or in the Consultant's offices, at the time such services must be performed;

3. The discovery on the project of differing site conditions, hazardous substances, or other conditions which, in the sole judgment of the Sponsor, justifies a suspension of the services or necessitates modifications of the project design or plans by the Consultant;

4. Court proceedings;

5. Changes in services or extra services.

(11) TERMINATION OF AGREEMENT – 2 CFR § 200 Appendix II(B):

(A) Termination for Convenience:

1. The Sponsor may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of the Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Sponsor, the Consultant must immediately discontinue all services affected.

2. Upon termination of the Agreement, the Consultant must deliver to the Sponsor all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Consultant under this Agreement, whether complete or partially complete.

3. The Sponsor agrees to make just and equitable

compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

4. The Sponsor further agrees to hold the Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

(B) Termination for Default:

1. Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

2. The terminating party must provide the breaching party seven days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

3. Termination by the Sponsor:

a. The Sponsor may terminate this Agreement, in whole or in part, for the failure of the Consultant to:

i. Perform the services within the time specified in this Agreement or by Sponsor-approved extension;

ii. Make adequate progress so as to endanger satisfactory performance of the Project; or

iii. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

b. Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Sponsor all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Consultant under this Agreement, whether complete or partially complete.

c. The Sponsor agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated

profit on non-performed services.

d. The Sponsor further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

e. If, after finalization of the termination action, the Sponsor determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Sponsor issued the termination for the convenience of the Sponsor.

4. Termination by Consultant:

a. The Consultant may terminate this Agreement in whole or in part, if the Sponsor:

i. Defaults on its obligations under this Agreement;

ii. Fails to make payment to the Consultant in accordance with the terms of this Agreement; or

iii. Suspends the Project for more than one hundred eighty (180) days due to reasons beyond the control of the Consultant.

b. Upon receipt of a notice of termination from the Consultant, the Sponsor agrees to cooperate with the Consultant for the purpose of terminating the Agreement or a portion thereof, by mutual consent. If the Sponsor and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Sponsor’s breach of the Agreement.

c. In the event of termination due to Sponsor breach, the Consultant is entitled to invoice the Sponsor and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. The Sponsor agrees to hold the Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

(12) OWNERSHIP OF DRAWINGS AND DOCUMENTS:

(A) All drawings and documents prepared in performance of this Agreement shall be delivered to and become the property of the Sponsor upon suspension, abandonment, cancellation, termination, or completion of the Consultant's services hereunder; provided, however,

1. The Consultant shall have the right to their future use with written permission of the Sponsor;

2. The Consultant shall retain its rights in its standard drawing details, designs, specifications, CADD files, databases, computer software, and any other proprietary property; and

3. The Consultant shall retain its rights to intellectual property developed, utilized, or modified in the performance of the services subject to the following:

A. Copyrights. Sponsor, as the contracting agency, reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Governmental purposes:

I. The copyright in any works developed under this Agreement, or under a subgrant or contract under this Agreement; and

II. Any rights of copyright to which Sponsor, its Consultant or Subconsultant purchases ownership with payments provided by this Agreement.

B. Patents. Rights to inventions made under this Agreement shall be determined in accordance with 37 CFR Part 401. The standard patent rights clause at 37 CFR § 401.14, as modified below, is hereby incorporated by reference.

I. The terms "to be performed by a small business firm or domestic nonprofit organization" shall be deleted from paragraph (g)(1) of the clause;

II. Paragraphs(g)(2) and (g)(3) of the clause shall be deleted; and

III. Subsection (l) of the clause, entitled "communication" shall read as follows: "(l) Communication. All notifications required by this clause shall be submitted to the Sponsor ".

IV. The following terms in 37 CFR 401.14 shall for the purpose of this Agreement have the following meaning:

Contractor - Consultant

Government and Federal Agency - Sponsor

4. Basic survey notes, design computations, and other data prepared under this Agreement shall be made available for use by the Sponsor without further compensation and without restriction or limitation on their use.

(B) Electronically Produced Documents:

1. Electronically produced documents will be submitted to the Sponsor, and the FAA in data files compatible with MicroStation V8i (specify CADD version) and Adobe PDF. The Consultant makes no warranty as to the compatibility of the data files beyond the above specified release or version of the stated software.

2. Because data stored on electronic media can deteriorate undetected or be modified without the Consultant's knowledge, the electronic data files submitted to the Sponsor will have an acceptance period of 60 calendar days after receipt by the Sponsor. If during that period the Sponsor finds any errors or omissions in the files, the Consultant will correct the errors or omissions as a part of this Agreement. However, any changes requested by the Sponsor during the 60 calendar day acceptance period that constitute Additional Services under Section (3) shall be compensated in accordance with the terms of the Agreement. The Consultant will not be responsible for maintaining copies of the submitted electronic data files after the acceptance period.

3. Any changes requested after the acceptance period will be considered additional services for which the Consultant shall be reimbursed at the hourly rates established herein plus the cost of materials.

4. The data on the electronic media shall not be considered the Consultant's instrument of service. Only the submitted hard copy documents with the Consultant Engineer's seal on them will be considered the instrument of service. The Consultant's nameplate shall be removed from all electronic media provided to the Sponsor.

(C) The Sponsor may incorporate any portion of the deliverables into a project other than that for which they were performed, without further compensation to the Consultant; provided however, that (1) such deliverables shall thereupon be deemed to be the work product of the Sponsor, and the Sponsor shall use same at its sole risk and expense; and (2) the Sponsor shall remove the Consultant's name, seal, endorsement, and all other indices of authorship from the deliverables.

(13) DECISIONS UNDER THIS AGREEMENT AND DISPUTES:

(A) The Sponsor will determine the acceptability of the drawings, specifications, and estimates and all other deliverables to be furnished, and will decide the questions that may arise relative to the proper performance of this Agreement. The

determination of acceptable deliverables may occur following final payment, and as late as during the construction of the project which decisions shall be conclusive, binding and incontestable, if not arbitrary, capricious or the result of fraud.

(B) The Sponsor will decide all questions which may arise as to the quality, quantity, and acceptability of services performed by Consultant and as to the rate of progress of the services; all questions which may arise as to the interpretation of the plans and specifications; all questions as to the acceptable fulfillment of the Agreement on the part of the Consultant; the proper compensation for performance or breach of the Agreement; and all claims of any character whatsoever in connection with or growing out of the services of the Consultant, whether claims under this Agreement or otherwise. The Sponsor's decisions shall be conclusive, binding and incontestable if not arbitrary, capricious or the result of fraud.

(C) If the Consultant has a claim for payment against the Sponsor which in any way arises out of the provisions of this Agreement or the performance or non-performance hereunder, written notice of such claim must be made within sixty (60) days of the Consultant's receipt of payment for the retained percentage. Notwithstanding Section (23) of this Agreement, the notice of claim shall be personally delivered or sent by certified mail to the Sponsor. The notice of claim shall contain an itemized statement showing completely and fully the items and amounts forming the basis of the claim and the factual and legal basis of the claim.

(D) Any claim for payment or an item of any such claim not included in the notice of claim and itemized statement, or any such claim not filed within the time provided by this provision shall be forever waived, and shall neither constitute the basis of nor be included in any legal action, counterclaim, set-off, or arbitration against the Sponsor.

(E) The claims procedure in Subsections (13)(C) and (D) does not apply to any claims of the Sponsor against the Consultant. Further, any claims of the Sponsor against the Consultant under this Agreement are not waived or estopped by the claims procedure in Subsections (13)(C) and (D).

(F) Not withstanding Subsections (13)(A) through (E) above, in the event of any material dispute hereunder, both parties agree to pursue, diligently and in good faith, a mutually acceptable resolution.

(14) SUCCESSORS AND ASSIGNS: The Sponsor and the Consultant agree that this Agreement and all agreements entered into under the provisions of this Agreement shall be binding upon the parties hereto and their successors and assigns.

(15) INDEMNIFICATION RESPONSIBILITY:

(A) The Consultant agrees to save harmless the Sponsor and the FAA from all liability, losses, damages, and judgments for bodily injury, including death and

property damage to the extent due to the Consultant's negligent acts, errors, or omissions in the services performed or to be performed under this Agreement, including those negligent acts, errors, or omissions of the Consultant's employees, agents, and Subconsultants.

(B) The Consultant shall be responsible for the direct damages incurred by the Sponsor as result of the negligent acts, errors, or omissions of the Consultant or anyone for whom the Consultant is legally responsible, and for any losses or costs to repair or remedy construction as a result of such negligent acts, errors or omissions; provided, however, the Consultant shall not be liable to the Sponsor for such losses, costs, repairs and/or remedies which constitute betterment of or an addition of value to the construction or the project.

(C) Neither the Sponsor's review, approval or acceptance of or payment for any services required under this Agreement, nor the termination of this Agreement prior to its completion, will be construed to operate as a waiver of any right under this Agreement or any cause of action arising out of the performance of this Agreement. This indemnification responsibility survives the completion of this Agreement, as well as the construction of the project at some later date, and remains as long as the construction contractor may file or has pending a claim or lawsuit against the Sponsor on this project arising out of the Consultant's services hereunder.

(16) INSURANCE:

(A) The Consultant shall maintain commercial general liability, automobile liability, and worker's compensation and employer's liability insurance in full force and effect to protect the Consultant from claims under Worker's Compensation Acts, claims for damages for personal injury or death, and for damages to property from the negligent acts, errors, or omissions of the Consultant and its employees, agents, and Subconsultants in the performance of the services covered by this Agreement, including, without limitation, risks insured against in commercial general liability policies.

(B) The Consultant shall also maintain professional liability insurance to protect the Consultant against the negligent acts, errors, or omissions of the Consultant and those for whom it is legally responsible, arising out of the performance of professional services under this Agreement.

(C) The Consultant's insurance coverages shall be for not less than the following limits of liability:

1. Commercial General Liability: $500,000.00 per person up to $3,000,000.00 per occurrence;

2. Automobile Liability: $500,000.00 per person up to $3,000,000.00 per occurrence;

3. Worker's Compensation in accordance with the statutory limits; and Employer's Liability: $1,000,000.00; and

4. Professional ("Errors and Omissions") Liability: $1,000,000.00, each claim and in the annual aggregate.

(D) In lieu of the minimum coverage stated in Subsections (16)(C)(1) and (C)(2) above, the Consultant may obtain insurance at all times in an amount equal to the Sponsor’s sovereign immunity caps as stated in section 537.600 RSMo and subsequently adjusted by the Missouri Department of Insurance. If the statutory limit of liability for a type of liability specified in this section is repealed or does not exist, the Consultant shall obtain insurance with the minimum coverage stated in Subsections (16)(C)(1) and (C)(2) above.

(E) The Consultant shall, upon request at any time, provide the Sponsor with certificates of insurance evidencing the Consultant's commercial general or professional liability ("Errors and Omissions") policies and evidencing that they and all other required insurance is in effect, as to the services under this Agreement.

(F) Any insurance policy required as specified in Section (16) shall be written by a company which is incorporated in the United States of America or is based in the United States of America. Each insurance policy must be issued by a company authorized to issue such insurance in the State of Missouri.

(17) CONSTRUCTION PHASE OF THE PROJECT:

(A) This Agreement does not include construction phase services. Review of shop drawings and other construction phase services can be added by Supplemental Agreement after design has been completed and the construction contract period has been determined.

(B) Because the Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over the construction contractor(s)' methods of determining prices, or over competitive bidding or market conditions, any of the Consultant's opinions of probable project costs and/or construction cost, if provided for herein, are to be made on the basis of the Consultant's experience and qualifications and represent the Consultant's best judgment as an experienced and qualified design professional, familiar with the construction industry, but the Consultant cannot and does not guarantee that proposals, bids, or actual total project costs and/or construction costs will not vary from opinions of probable costs prepared by the Consultant.

(C) The Consultant shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the construction work, since these are solely the construction contractor(s)' responsibility under the

construction contract(s). The Consultant shall not be responsible for the construction contractor(s)' schedules or failure to carry out the construction work in accordance with the construction contract(s). The Consultant shall not have control over or charge of acts of omissions of the construction contractor(s), or any of its or their subcontractors, agents, or employees, or of any other persons performing portions of the construction work.

(18) NONDISCRIMINATION ASSURANCE: During the performance of this Agreement, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "Consultant") agrees as follows:

(A) Compliance With Regulations: The Consultant will comply with the "Title VI List of Pertinent Nondiscrimination Acts and Authorities", as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement. In addition, the Consultant shall comply with all state statutes related to nondiscrimination.

(B) Nondiscrimination: The Consultant, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of Subconsultants, including procurements of materials and leases of equipment. The Consultant will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

(C) Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential Subconsultant or supplier will be notified by the Consultant of the Consultant’s obligations under this Agreement and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

(D) Information and Reports: The Consultant will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the FAA to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish the information, the Consultant will so certify to the Sponsor or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.

(E) Sanctions for Noncompliance: In the event of a Consultant’s noncompliance with the nondiscrimination provisions of this Agreement, the Sponsor will impose such contract sanctions as the FAA may determine to be appropriate, including, but not limited to:

1. Withholding payments to the Consultant under this Agreement until the Consultant complies; and/or

2. Cancelling, terminating, or suspending this Agreement, in whole or in part.

(F) Incorporation of Provisions: The Consultant will include these nondiscrimination provisions in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Consultant will take action with respect to any subcontract or procurement as the Sponsor or the FAA may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, that if the Consultant becomes involved in, or is threatened with litigation by a Subconsultant or supplier because of such direction, the Consultant may request the Sponsor or the United States to enter into such litigation to protect the interests of the Sponsor or United States.

(H) Title VI List of Pertinent Nondiscrimination Acts and Authorities: During the performance of this Agreement, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "Consultant") agrees to comply with the following nondiscrimination statutes and authorities, including, but not limited to:

1. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq*., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);

2. 49 CFR Part 21 (Non-Discrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);

3. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

4. Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq*.), as amended (prohibits discrimination on the basis of disability); and 49 CFR Part 27;

5. The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq*.) (prohibits discrimination on the basis of age);

6. Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);

7. The Civil Rights Restoration Act of 1987 (PL 100-209)

(Broadened the scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

8. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131-12189) as implemented by U.S. Department of Transportation regulations at 49 CFR Parts 37 and 38;

9. The FAA's nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); and

12. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681 *et seq*.).

(19) APPROVAL: This Agreement is made and entered into subject to the approval of the FAA.

(20) AVIATION FEDERAL AND STATE CLAUSES:

(A) Civil Rights – 49 USC § 47123: The Consultant agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the Consultant and any subconsultants from the solicitation period through the completion of the Agreement. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

(B) Trade Restriction Certification – 49 U.S.C. § 50104, 49 CFR Part

30:

1. By execution of this Agreement, the Consultant certifies that with respect to this Agreement, the Consultant:

A. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);

B. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and

C. has not entered into any subcontract for any product to be used on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

2. This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

3. The Consultant must provide immediate written notice to the Sponsor if the Consultant learns that its certification or that of a subconsultant was erroneous when submitted or has become erroneous by reason of changed circumstances. The Consultant must require subconsultants provide immediate written notice to the Consultant if at any time it learns that its certification was erroneous by reason of changed circumstances.

4. Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a Consultant or subconsultant:

A. who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or

B. whose subconsultants are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or

C. who incorporates in the public works project any product of a foreign country on such USTR list.

5. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a Consultant

is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

6. The Consultant agrees that it will incorporate this provision for certification without modification in all lower tier subcontracts. The Consultant may rely on the certification of a prospective subconsultant that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Consultant has knowledge that the certification is erroneous.

7. This certification is a material representation of fact upon which reliance was placed when entering into this Agreement. If it is later determined that the Consultant or subconsultant knowingly rendered an erroneous certification, the FAA may direct through the Sponsor cancellation of the Agreement for default at no cost to the Sponsor, MoDOT or the FAA.

(C) Eligible Employees - Executive Order 07-13:

1. The Consultant shall comply with all the provisions of Executive Order 07-13, issued by the Honorable Matt Blunt, Governor of Missouri, on the sixth (6th) day of March, 2007. This Executive Order, which promulgates the State of Missouri's position to not tolerate persons who contract with the state engaging in or supporting illegal activities of employing individuals who are not eligible to work in the United States, is incorporated herein by reference and made a part of this Agreement. By signing this Agreement, the Consultant hereby certifies that any employee of the Consultant assigned to perform services under this Agreement is eligible and authorized to work in the United States in compliance with federal law. In the event the Consultant fails to comply with the provisions of Executive Order 07-13, or in the event the Sponsor has reasonable cause to believe that the Consultant has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the Sponsor reserves the right to impose such contract sanctions as it may determine to be appropriate, including but not limited to contract cancellation, termination or suspension in whole or in part or both.

2. The Consultant shall include the above-provision concerning said Executive Order within every subcontract. The Consultant shall take such action with respect to any subcontract as the Sponsor may direct as a means of enforcing such provisions, including sanctions for noncompliance.

(D) Texting While Driving – Executive Order 13513, DOT Order 3902.10:

1. In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

2. In support of this initiative, the Sponsor encourages the Consultant to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Consultant must include the substance of this clause in all sub-tier contracts exceeding Three Thousand Five Hundred Dollars ($3,500) and involve driving a motor vehicle in performance of work activities associated with the project.

(E) Veteran's Preference – 49 USC § 47112(c): In the employment of labor (except in executive, administrative, and supervisory positions), the Consultant and all subconsultants must give preference to covered veterans as defined within Title 49 U.S.C. § 47112. Covered veterans include Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. § 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

(F) Federal Fair Labor Standards Act (Federal Minimum Wage) – 29 USC § 201, et seq.: All contracts and subcontracts that result from this Agreement incorporate by reference the provisions of 29 CFR Part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers. The Consultant has full responsibility to monitor compliance to the above-referenced statute and regulation. The Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

(G) Occupational Safety and Health Act of 1970 – 20 CFR Part 1910: All contracts and subcontracts that result from this Agreement incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The Consultant must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Consultant retains full responsibility to monitor its compliance and its subconsultants' compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The Consultant must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

(H) Energy Conservation Requirements – 2 CFR § 200, Appendix II(H):

The Consultant and any subconsultants agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201 *et seq*.).

(I) Debarment and Suspension (Non-Procurement) – 2 CFR Part 180 (Subpart C), 2 CFR Part 1200, DOT Order 4200.5 DOT Suspension & Debarment Procedures & Ineligibility:

1. By executing this Agreement, the Consultant certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this Agreement.

2. The Consultant, by administering each lower tier subconsultant agreement that exceeds $25,000 as a "covered transaction", must verify each lower tier Subconsultant participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The Consultant will accomplish this by:

A. Checking the System for Award Management at website: https://www.sam.gov.

B. Collecting a certification statement similar to the statement in Subsection (20)(I)1.

C. Inserting a clause or condition in the covered transaction with the lower tier Subcontractor.

3. If the Sponsor or the FAA later determines that a lower tier participant failed to disclose to a higher tier that it was excluded or disqualified at the time it entered the covered transaction, the Sponsor or the FAA may pursue any available remedy, including suspension or debarment of the non-compliant participant.

(J) Lobbying and Influencing Federal Employees – 31 U.S.C. § 1352, 2 CFR § 200, Appendix II(J), 49 CFR Part 20, Appendix A:

1. The Consultant certifies by execution of this Agreement, to the best of its knowledge and belief, that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Consultant, 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, and the extension,

continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

B. 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 this Federal contract, grant, loan, or cooperative agreement, the Consultant shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The Consultant shall require that the language of this Subsection (20)(F) be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

2. 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 prerequisitive for making or entering into this transaction imposed by Section 1352, Title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than Ten Thousand Dollars ($10,000) and not more than One Hundred Thousand Dollars ($100,000) for each such failure.

(K) Contract Workhours and Safety Standards Act Requirements – 2 CFR § 200 Appendix II (E)):

1. Overtime Requirements: No contractor or subcontractor contracting for any part of the Agreement work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in Subsection (20)(K)1. above, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the Sponsor and/or the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in Subsection (20)(K)1. above, in the sum of Ten Dollars ($10) for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in Subsection (20)(K)1.

above.

3. Withholding for Unpaid Wages and Liquidated Damages: The FAA or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in Subsection (20)(K)2. above.

4. Subcontractors: The contractor or subcontractor shall insert in any subcontracts the clauses set forth in this Subsection (20) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this Subsection (20).

(L) Breach of Contract Terms Sanctions - 2 CFR §200 Appendix II(A): Any violation or breach of the terms of this Agreement on the part of the Consultant or any Subconsultant may result in the suspension or termination of this Agreement or such other action that may be necessary to enforce the rights of the parties of this Agreement. The Sponsor will provide the Consultant written notice that describes the nature of the breach and corrective actions the Consultant must undertake in order to avoid termination of this Agreement. The Sponsor reserves the right to withhold payments to the Consultant until such time the Consultant corrects the breach or the Sponsor elects to terminate this Agreement. The Sponsor's notice will identify a specific date by which the Consultant must correct the breach. The Sponsor may proceed with termination of this Agreement if the Consultant fails to correct the breach by deadline indicated in the Sponsor's notice. The duties and obligations imposed by the Agreement and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

(M) Clean Air and Water Pollution Control – 2 CFR 200 § 200, Appendix II(G): The Consultant agrees:

1. To comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. § 1251-1387); and

2. To report any violation to the Sponsor immediately upon discovery. The Sponsor assumes responsibility for notifying the Environmental Protection Agency and the FAA.

(N) Seismic Safety – 49 CFR Part 41: In the performance of design

services, the Consultant agrees to furnish a building design and associated construction specification that conforms to a building code standard that provides a level of seismic safety substantially equivalent to standards as established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their building code after the current version of the International Building Code meet the NEHRP equivalency level for seismic safety. At the conclusion of the design services, the Consultant agrees to furnish the Sponsor a "certification of compliance" that attests conformance of the building design and the construction specifications with the seismic standards of NEHRP or an equivalent building code.

(O) Rights to Inventions – 2 CFR §200 Appendix II(F), 37 CFR §401. Not Used.

(P) Certification of Consultant Regarding Tax Delinquency and Felony Convictions: The Consultant certifies that it is not a corporation that:

1. Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; or

2. Was convicted of a criminal violation under any Federal law within the preceding twenty-four (24) months.

(21) ACTIONS: No action may be brought by either party hereto concerning any matter, thing, or dispute arising out of or relating to the terms, performance, non-performance, or otherwise of this Agreement except in the Circuit Court of Warren County, Missouri. The parties agree that this Agreement is entered into at Joplin, Missouri and substantial elements of its performance will take place or be delivered at Joplin Regional Airport, Missouri, by reason of which the Consultant consents to venue of any action against it in Warren County, Missouri. The Consultant shall cause this provision to be incorporated into all of its agreements with, and to be binding upon, all Subconsultants of the Consultant in the performance of this Agreement.

(22) AUDIT OF RECORDS: For purpose of an audit, the Consultant shall maintain all those records relating to direct costs and expenses incurred under this Agreement, including but not limited to invoices, payrolls, bills, receipts, etc. These records must be available at all reasonable times to the Sponsor, the FAA, and the Comptroller General of the United States or their designees and representatives, at the Consultant's offices, at no charge, during the Agreement period and any extension thereof, and for the three (3) year period following the date of final payment made under this Agreement. If the Sponsor has notice of a potential claim against the Consultant and/or the Sponsor based on the Consultant's services under this Agreement, the Consultant, upon written request of the Sponsor, shall retain and preserve its records until the Sponsor has advised the Consultant in writing that the disputed claim is resolved.

(23) NOTICE TO THE PARTIES: All notices or communications required by this Agreement shall be made in writing and shall be effective upon receipt by the Sponsor or the Consultant at their respective addresses of record. Letters or other documents which are prepared in 8.5 x 11 inch format may be delivered by telefax, provided that an original is received at the same address as that to which that telefax message was sent, within three (3) business days of the telefax transmission. Either party may change its address of record by written notice to the other party.

(A) Notice to the Sponsor: Notices to the Sponsor shall be addressed and delivered to the following Sponsor's representative, who is hereby designated by the Sponsor as its primary authorized representative for administration, interpretation, review, and enforcement of this Agreement and the services of the Consultant hereunder:

NAME AND TITLE OF SPONSOR'S	Allison Zahner		
SPONSOR'S NAME	City of Joplin, MO		
SPONSOR'S ADDRESS	602 S. Main Street, Joplin, MO 64801		
PHONE	(417) 623-0262	FAX	
E-MAIL ADDRESS	azahner@joplinmo.org		

The Sponsor reserves the right to substitute another person for the individual named at any time, and to designate one or more other representatives to have authority to act upon its behalf generally or in limited capacities, as the Sponsor may now or hereafter deem appropriate. Such substitution or designations shall be made by the Sponsor in a written notice to the Consultant.

(B) Notice to the Consultant: Notices to Consultant shall be addressed and delivered to Consultant's representative, as follows:

NAME AND TITLE OF CONSULTANT'S REPRESENTATIVE	Jennifer Kuchinski, P.E.
CONSULTANT'S NAME	Crawford Murphy and Tilly, Inc.

CONSULTANT'S ADDRESS	1100 Main Street, Suite 1210 Kansas City, MO 64105		
PHONE	(314) 698-0974	FAX	
E-MAIL ADDRESS	jkuchinski@cmtengr.com		

The Consultant reserves the right to substitute another person for the individual named at any time, and to designate one or more other representatives to have authority to act upon its behalf generally or in limited capacities, as the Consultant may now or hereafter deem appropriate. Such substitutions or designations shall be made by the Consultant's president or chief executive officer in a written notice to the Sponsor.

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

(25) CONFIDENTIALITY: The Consultant agrees that the Consultant's services under this Agreement are a confidential matter between the Consultant and the Sponsor. The Consultant shall not disclose any aspect of the Consultant's services under this Agreement to any other person, corporation, governmental entity, or news media, excepting only to Consultant's lawyers, accountants, insurers, and such employees, Subconsultants, and agents as may be necessary to allow them to perform services for the Consultant in the furtherance of this Agreement, without the prior approval of the Sponsor; provided, however, that any confidentiality and non-disclosure requirements set out herein shall not apply to any of the Consultant's services or to any information which (1) is already in the public domain or is already in the Consultant's possession at the time the Consultant performs the services or comes into possession of the information; (2) is received from a third party without any confidentiality obligations; or (3) is required to be disclosed by governmental or judicial order. Any disclosure pursuant to a request to the Sponsor under Chapter 610, RSMo, shall not constitute a breach of this Agreement. The content and extent of any authorized disclosure shall be coordinated fully with and under the direction of the Sponsor, in advance.

(26) 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 Sponsor and the Consultant.

(27) SEVERABILITY AND SURVIVAL:

(A) Any provision or part of this Agreement held to be void or

unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the Sponsor and the Consultant.

(B) All express representations, indemnifications, or limitations of liability made or given in this Agreement will survive the completion of all services by the Consultant under this Agreement or the termination of this Agreement for any reason.

(28) PAYMENT BOND: In the event that any subconsultants are used to supply at least fifty thousand dollars ($50,000) worth of materials and/or labor not within the scope of environmental assessment services or licensed professional services as defined by chapter 327, RSMo, the Consultant shall require any such subconsultants to provide laborers and materialmen with adequate bond security. Payment bonds shall be executed by any such subconsultants with the subconsultant as principal and a surety company authorized to do business in the State of Missouri as surety, and any agent executing the same on behalf of a subconsultant or surety company must attach a current Power of Attorney setting forth sufficient execution authority. Said payment bonds must be acceptable to the Sponsor to cover all materials used, all labor performed, and all insurance premiums necessary to comply with Section 107.170, RSMo, and must be provided to the Sponsor prior to the performance of such subconsultant services under this Agreement.

(29) 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 representative of the Sponsor and the Consultant.

(30) ATTACHMENTS: The following Exhibits and other documents are attached to and made a part of this Agreement:

(A) Exhibit I: Project Description.

(B) Exhibit II: Scope of Services.

(C) Exhibit IIA: Current FAA Advisory Circulars, Standards, Guidance and Engineering Briefs

(D) Exhibit III: Services Provided by the Sponsor.

(E) Exhibit IV: Summary & Derivation of Consultant Project Costs.

(F) Exhibit V: Engineering Basic and Special Services – Manhour Cost Breakdown.

(G) Exhibit VI: Performance Schedule

(H) Exhibit VII Project Sketch

(I) Exhibit VIII Federal Contract Provisions for A/E Agreements

(31) SUBCONSULTANT AGREEMENTS

(J) Exhibit IX Palmerton & Parrish, Inc. (Geotech) Proposal

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement, executed by their respective proper officials, on the date last written below.

Executed by the **Consultant** the _____ day of _____, 20____.

Executed by the **Sponsor** the _____ day of _____, 20____.

Consultant:	Sponsor:
By: _____ Signature	By: _____ Signature
_____ Title:	Title:
ATTEST:	ATTEST:
By: _____ Signature	By: _____ Signature
Title: _____	Title: _____

Airport: Joplin Regional Airport
IIJA (AIG) Project No.: 3-29-0037-064-2026
Federal (AIP) Project No.: 3-29-0037-065-2026

EXHIBIT I

PROJECT DESCRIPTION

Design & Bidding Professional Services

Perform Design & Bidding Phase Services for the proposed project named:

North Perimeter Road – Phase 1 Project

at the Joplin Regional Airport (JLN)

BIL No. 3-29-0037-064 (2026)
AIP No. 3-29-0037-065 (2026)

-

EXHIBIT II

SCOPE OF SERVICES

The Consultant, in consideration of the payment on the part of the Sponsor, agrees to perform the engineering services enumerated as follows:

The Consultant will perform project design and produce conceptual, preliminary, and final plans, construction documents/technical specifications for bidding, and engineer's opinion of probable equipment costs. The Consultant will assist the Sponsor with the preparation of any addenda during the bidding process and will attend the prebid meeting virtually or in Joplin at the Airports discretion.

All services will be performed in accordance with all applicable federal, state and local laws, ordinances, regulations and codes, together with good engineering practice and applicable FAA advisory circulars (AC's), standards, guidance and/or agency orders, engineering briefs current at the time of execution of this Agreement including but not limited to those listed on attached EXHIBIT IIA.

This Agreement is limited to design and bidding phase services and does not include construction phase services. Review of shop drawings and other construction phase services can be added by Supplemental Agreement after design has been completed and the construction contract period has been determined.

The Consultant shall not proceed with services herein until a notice-to-proceed is received from the Sponsor unless otherwise requested by the Sponsor.

The following is a detailed description of the specific services that are required by this Agreement.

See Attachment A – General Scope of Design and Bidding Phase Services, following pages.

Attachment A

SCOPE OF WORK
FOR
DESIGN AND BIDDING PHASE SERVICES
FOR
North Perimeter Road (Phase 1)

at
Joplin Regional Airport (JLN)
Joplin, Missouri

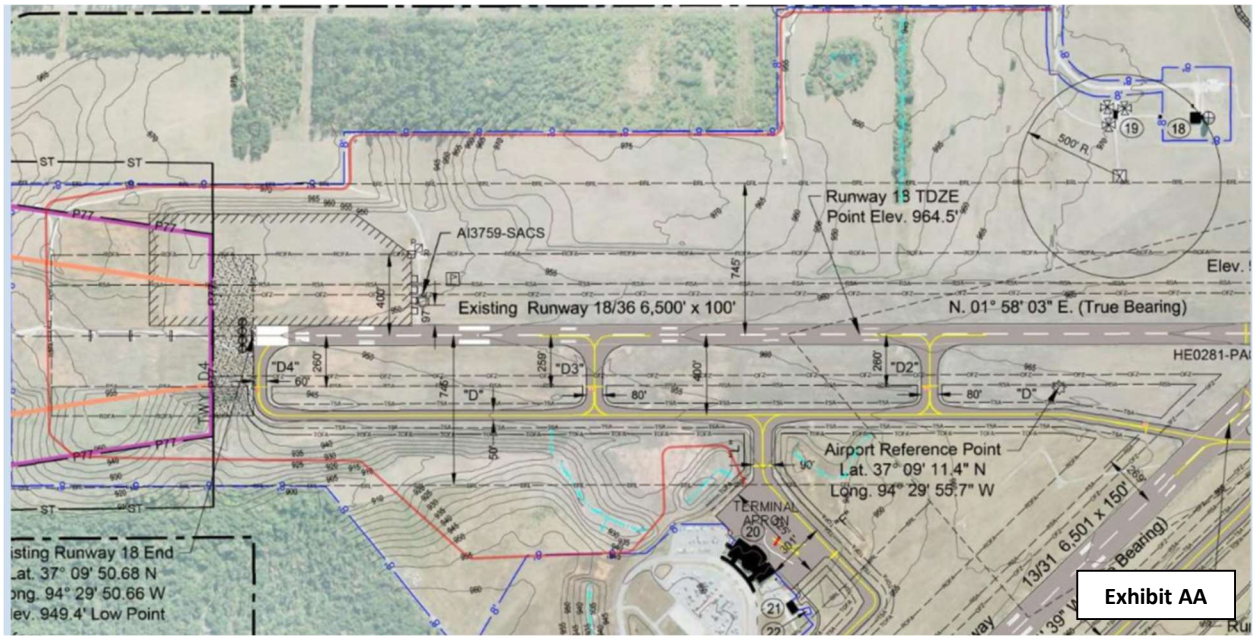
CMT Project #25009135.00

December 24, 2025

1. GENERAL

This scope of work will describe Design and Bidding Phase Engineering Services for construction of the North Perimeter Road (Phase 1) at Joplin Regional Airport in Joplin, Missouri. See Exhibit AA. The project has an estimated construction cost of approximately $1,523,000.

A new ARFF/SRE Facility was constructed on the north / east side of the airport next to the current ATCT. There is currently no paved access road around the airport inside the perimeter fence in this area. Phase 1 will construct a paved perimeter road from the Terminal apron north along the perimeter fence outside of the RSA to the ARFF/SRE Facility. The benefit of doing so will keep airport vehicles from having to cross or access active airfield pavements to reach each side of the airport. Topography in this area consists of a large amount of relief and is not conducive to support only an aggregate surface for the perimeter road.



The degree of rutting, washouts and poor usability of the existing perimeter road in the Phase 1 area is severe. The original project estimate for Phase 1 may not be adequate to meet the needs of the project. A second phase of the perimeter road project is planned for a future CIP year and is planned to run from the new ARFF/SRE to the south past the GA campus. A portion of the funds planned for this second phase may be elected to be used for a portion of the Phase 1 perimeter road given the existing conditions poor state and impassability of the Phase 1 area.

The estimated duration of this scope (Phase 1 design/bidding) is 28 weeks.

References to the Engineer shall be the individual, partnership, firm, or corporation duly authorized by the Sponsor to be responsible for design engineering of the contract work and acting directly or through an authorized representative.

The Engineer and/or his/her subconsultants are responsible for the following design elements:

- Topographic survey (approximately 40 acres, generally 100-ft off the existing fence along the East side of the runway and 200-ft along the existing "road" on the West side of the runway).
- Geotechnical Soil Exploration (2 bulk samples to test for soil classification, CBR testing, and moisture/density relations) and related Geotechnical Report (subconsultant)
- Roadway pavement design and geometric layout
- Grading and Stormwater Drainage design, including erosion control plans
- Construction Safety and Phasing Plan (CSPP) and related coordination
- Bidding Phase services including conducting a pre-bid meeting and assisting with a site visit for interested bidders, responses to bidders' questions via one (1) addenda, and review of bids received for the recommendation of award.

The deliverables for this Design and Bidding Phase Services Agreement are as follows:

- 30% Preliminary Plans, Specification list, Estimate and Engineering Report with CSPP Narrative
- 90% Developed Design Plans, Specifications, Estimate and Engineering Report with CSPP Narrative
- 100% Final Design Plans, Specifications, Estimate and Final CSPP Narrative
- Address questions and issue addendum sheets during Bidding Phase

2. SCOPE OF SERVICES

This scope of work generally describes the services to be performed by the Engineer during the Design Phase of the Project. This scope of work describes services to be performed during five primary task groups of the design phase: a) Project Startup; b) Preliminary Design; c) Detailed Design (90% Deliverable); d) Final Design (100% deliverable); and e) Project Engineering, Management and Meetings. It is anticipated that the design phase will be environmentally cleared via an Administrative CATEX.

Following is detailed information regarding the tasks to be performed under this phase:

TASK 1 – PRELIMINARY PHASE

NOT USED.

TASK 2 – DESIGN PHASE

Task Group Deliverables:

- 30% Preliminary Design, including
    - Engineering Report (Phasing, Pavement Design, Drainage)
    - 30% CSPP Narrative
    - 30% Plans (Phasing, Pavement Design, Drainage)
    - Specification List (Phasing, Pavement Design, Drainage)
- 90% Developed Design, including
    - 90% CSPP Narrative
    - 90% Plans (General Plans, Typical Sections, Phasing, Pavement Design, Drainage)
    - 90% Specifications (Drainage, Pavement, and special conditions)
- 100% Final Design, including
    - 100% CSPP Narrative
    - 100% Final Plans (General Plans, Typical Sections, Phasing, Pavement Design, Drainage)
    - 100% Specifications (Drainage, Pavement, and special conditions)
- Quality reviews for 30%, 90% and 100% submittals

<u>Preliminary Engineering (30%)</u>

Preliminary construction phasing plans and a narrative document will be developed to maximize project constructability and minimize interference with airport operations. The Engineer's phasing plan will consider constructability of the proposed pavement geometry as well as other airport construction projects planned concurrently with this project's construction as identified by the Sponsor. This work shall include coordinating with the Airport and other stakeholders as identified by the Airport to verify phasing concepts and associated operational impacts. This work will comply with current Airport safety, traffic control, and security standards. This work shall also include identification of haul routes, Airfield Operating Area (AOA) security access points, and staging areas for contractors. For preliminary phasing concepts, the engineer will conduct an in-person Preliminary Design meeting with one site visit to the project site, attended by two members of the engineering team. It is assumed participation in or preparation for a Safety Risk Management Panel will not be included in this effort.

Preliminary engineering for the typical pavement section for the perimeter road will be developed. Drainage and erosion control evaluations will be conducted to determine drainage areas, hydrological and hydraulic requirements, and preliminary sizing and layouts of proposed storm sewer infrastructure. A meeting with the appropriate Authority Having Jurisdiction will be conducted virtually to confirm regulatory requirements for drainage and erosion control activities.

The engineer will develop a 30% Basis of Design Report, an estimate of probable construction costs and specification list for this level of effort.

In this phase of the design, programming of the entire perimeter road (Phase 1 and 2) will be considered and estimated based upon existing conditions found of the perimeter road alignment. Consideration will be given to costs associated with a Phase 1 Perimeter Road project meeting the needs of airport

operations and may require some of the Phase 2 funds be shifted into the Phase 1 timeframe in order to accomplish those needs. Alternative phasing of the overall project will be considered based upon available funding sources. Anticipation of up to 3 large culvert installations are anticipated in the Phase 1 limits to alleviate rutting and washouts of the existing alignment and to provide a passable perimeter road to meet the needs of airport operations.

Developed Design (90%)

After acceptance by both the Sponsor and the FAA of the Preliminary 30% Report including notification by the Sponsor of any required changes in the scope, extent, character, or design requirements of the Project, and upon written authorization from the Sponsor, the Engineer shall develop design for the 90% submittal.

The development of the 90% construction phasing plans and narrative document will advance in coordination with the overall design including for any ongoing projects on the airfield under separate contracts.

90% geometry, grading, pavement sections, drainage, and erosion design, plans and details will be advanced. The Basis of Design Report will be updated and finalized for submittal to the appropriate Authority Having Jurisdiction for approvals and related permits.

This effort will include one in-person design meeting and a field check attended by two members of the engineering team.

The engineer will update the 90% estimate of probable construction costs and develop the technical specifications for the project.

Final Design (100%)

Under the Final Design task group, the detailed designs from the 90% submittal will be finalized and the final bidding documents will be developed and distributed.

After review by both the Sponsor and the FAA of the Detailed Design including notification by the Sponsor of any required changes in detailed design submittal or design requirements of the Project, and upon authorization from the Sponsor, the Engineer shall engage in the final design of the project.

The 100% CSPP Narrative will be finalized.

The final, sealed 100% plans will be completed. The final, sealed technical specifications and special conditions will be prepared and submitted to the Sponsor for incorporation into the Owner Prepared Project Manual.

The engineer will finalize the 100% estimate of probable construction costs.

Project Management

This will include those tasks necessary to manage the Project and attend meetings not specifically outlined otherwise, conference calls and other coordination efforts. This includes the efforts not directly part of the bid document development but necessary to supervise and manage the Project.

Internal Quality Control Reviews

Perform detailed quality control reviews of the project documents for all submittals.

TASK 3 – BIDDING PHASE

Pre-Bid Conference

This task will include efforts to prepare for and conduct the Pre-Bid Conference. A record of discussion of the conference will also be prepared by the Engineer.

Addendums/Address Questions

This task will include efforts related to the assistance with and bidding of the project and addressing any questions received from potential bidders during the bidding phase. For purposes of estimating consultant level of effort, one addendum is assumed for this task.

EXPENSES

The Engineer will incur certain Project-related expenses during the design and bidding phase services which may include but will not be limited to: meals, lodging, on-site vehicle use, mileage cost, tolls, overnight shipping, plans, photocopies, surveying materials, subconsultant costs (geotechnical), photographic materials, equipment rental, and miscellaneous materials. These expenses will be included in the Engineer's contract with the Sponsor.

OUTSIDE SERVICES

NOT USED.

Airport: Joplin Regional Airport
IIJA (AIG) Project No.: 3-29-0037-064-2026
Federal (AIP) Project No.: 3-29-0037-065-2026

EXHIBIT IIA

FAA Advisory Circulars Required for Use in AIP Funded Projects

Updated April 18, 2019

The most current versions of these ACs and any associated changes at can be found on the FAA website as follows:

http://www.faa.gov/airports/resources/advisory_circulars/ and https://www.faa.gov/regulations_policies/advisory_circulars/.

The version of the advisory circular effective at the Notice to Proceed date of this project shall apply to the design and bidding phases of this project.

NUMBER	TITLE
70/7460-1L Change 2	Obstruction Marking and Lighting
150/5000-9A	Announcement of Availability Report No. DOT/FAA/PP/92-5, Guidelines for the Sound Insulation of Residences Exposed to Aircraft Operations
150/5000-17	Critical Aircraft and Regular Use Determination
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B Changes 1-2	Airport Master Plans
150/5070-7 Change 1	The Airport System Planning Process
150/5100-13B	Development of State Standards for Non Primary Airports
150/5100-17, Changes 1-7	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5200-28F	Notices to Airmen (NOTAMS) for Airport Operations
150/5200-30D Change 1	Airport Field Condition Assessments and Winter Operations Safety
150/5200-31C Changes 1-2	Airport Emergency Plan
150/5210-5D	Painting, Marking and Lighting of Vehicles Used on an Airport

150/5210-7D	Aircraft Rescue and Fire Fighting Communications
150/5210-13C	Airport Water Rescue Plans and Equipment
150/5210-14B	Airport Rescue Fire Fighting Equipment, Tools and Clothing
150/5210-15A	Airport Rescue and Firefighting Station Building Design
150/5210-18A	Systems for Interactive Training of Airport Personnel
150/5210-19A	Driver's Enhanced Vision System (DEVs)
150/5220-10E	Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles
150/5220-16E Change 1	Automated Weather Observing Systems (AWOS) for Non-Federal Applications
150/5220-17B	Aircraft Rescue and Fire Fighting (ARFF) Training Facilities
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150/5220-20A	Airport Show and Ice Control Equipment
150/5220-21C	Aircraft Boarding Equipment
150/5220-22B	Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns
150/5220-23	Frangible Connections
150/5220-24	Foreign Object Debris Detection Equipment
150/5220-25	Airport Avian Radar Systems
150/5220-26 Changes 1-2	Airport Ground Vehicle Automatic Dependent Surveillance – Broadcast (ADS-B) Out Squitter Equipment
150/5300-13A Change 1	Airport Design
150/5300-14C	Design of Aircraft Deicing Facilities
150/5300-15A	Use of Value Engineering for Engineering and Design of Airport Grant Projects
150/5300-16A	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17C Change 1	Standards for Using Remote Sensing Technologies in Airport Surveys

150/5300-18B Change 1	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards
105/5320-5D	Airport Drainage Design
150/5320-6F	Airport Pavement Design and Evaluation
150/5320-12C Changes 1-8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-15A	Management of Airport Industrial Waste
150/5320-17A	Airfield Pavement Surface Evaluation and Rating Manuals
150/5235-4B	Runway Length Requirements for Airport Design
150/5335-5C	Standardized Method of Reporting Airport Pavement Strength-PCN
150/5340-1L	Standards for Airport Markings
150/5340-5D	Segmented Circle Airport Marker System
150/5340-18F	Standards for Airport Sign Systems
150/5340-26C	Maintenance of Airport Visual Aid Facilities
150/5340-30J	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L-821, Panels for the Control of Airport Lighting
150/5345-5B	Circuit Selector Switch
150/5345-7F	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10H	Specification for Constant Current Regulators and Regulator Monitors
150/5345-12F	Specification for Airport and Heliport Beacons
150/5345-13B	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26D	FAA Specification for L-823 Plug and Receptacle, Cable Connectors
150/5345-27E	Specification for Wind Cone Assemblies
150/5345-28G	Precision Approach Path Indicator (PAPI) Systems
150/5345-39D	Specification for L-853, Runway and Taxiway Retroreflective Markers
150/5345-42H	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories

150/5345-43J	Specification for Obstruction Lighting Equipment
150/5345-44K	Specification for Runway and Taxiway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures
150/5345-46E	Specification for Runway and Taxiway Light Fixtures
150/5345-47C	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
150/5345-49D	Specification L-854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights
150/5345-51B	Specification for Discharge-Type Flasher Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVGI)
150/5345-53D	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems
150/5345-55A	Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-12F	Airport Signing & Graphics
150/5360-13A	Airport Terminal Planning
150/5360-14A	Access to Airports by Individuals with Disabilities
150/5370-2G	Operational Safety on Airports During Construction
150/5370-10H	Standard Specifications for Construction of Airports
150/5370-11B	Use of Nondestructive Testing in the Evaluation of Airport Pavements
150-5370-12B	Quality Management for Federally Funded Airport Construction Projects
150/5370-13A	Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5370-15B	Airside Applications for Artificial Turf
150/5370-16	Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements
150/5370-17	Airside Use of Heated Pavement Systems

150/5390-2C	Heliport Design
150/5395-1B	Seaplane Bases
150/5380-6C	Guidelines and Procedures for Maintenance of Airport Pavements
150/5380-7B	Airport Pavement Management Program
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness

EXHIBIT III

SERVICES PROVIDED BY THE SPONSOR

The Sponsor, as a part of this Agreement, shall provide the following:

1. Assist the Consultant in arranging to enter upon public and private property as required for the Contractor to perform his services.

2. Obtain approvals and permits from all governmental entities having jurisdiction over the project and such approvals and consents from others as may be necessary for completion of the project.

3. Notify consultant whenever the Sponsor observes or knows of any development that affects the scope or timing of the project construction.

4. Provide copies of existing plans, standard drawings, bid item numbers, reports or other data the Sponsor may have on file with regard to this project.

5. Issue airport badges for AOA access.

6. Issue Notice to Airmen (NOTAM's) through the applicable FAA Flight Service Station.

7. Designate airport contact persons in addition to Airport Manager

8. Place and pay for project advertisement in local media as required by federal rules.

9. Manage and perform the bid opening and conduct site visits for bidders.

Airport: Joplin Regional Airport
IIJA (AIG) Project No.: 3-29-0037-064-2026
Federal (AIP) Project No.: 3-29-0037-065-2026

EXHIBIT IV

SUMMARY

&

DERIVATION OF CONSULTANT PROJECT COSTS

EXHIBIT V

ENGINEERING BASIC AND SPECIAL SERVICES-COST BREAKDOWN

DERIVATION OF CONSULTANT PROJECT COSTS
JOPLIN REGIONAL AIRPORT (JLN)
Joplin, Missouri
N. PERIMETER ROAD (PHASE 1)
SUMMARY OF ENGINEERING COSTS (CMT)
December 24, 2025

Basic Services	Fee	Hours
Design Phase	$147,846.47	854
Bidding Phase	$6,320.89	40
Total	**$154,167.37**	**894**

DERIVATION OF CONSULTANT PROJECT COSTS

JOPLIN REGIONAL AIRPORT (JLN)
Joplin, Missouri
N. PERIMETER ROAD (PHASE 1)
SUMMARY OF ENGINEERING COSTS (CMT)
December 24, 2025

1 DIRECT SALARY COSTS:

TITLE	HOURS	*(anticipated 2026 rates)* RATE/HOUR	COST ($)
Principal	6	$103.00	$618.00
Project Manager II	88	$72.00	$6,336.00
Project Manager I	48	$62.50	$3,000.00
Senior Engineer I	184	$48.00	$8,832.00
Engineer I	332	$44.00	$14,608.00
3-Man Survey Crew	196	$58.00	$11,368.00
Admin./Accounting Assistant.	40	$33.00	$1,320.00
	894		

Total Direct Salary Costs = $46,082.00

2 LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:

Percentage of Direct Salary Costs @ 170.76% = $78,689.62

3 SUBTOTAL:

Items 1 and 2 = $124,771.62

4 PROFIT:

15% of Item 3 = $18,715.74

Subtotal $143,487.37

5 OUT-OF-POCKET EXPENSES:

a. Mileage	3000	Miles @	$0.700	/ Mile =	$2,100.00
b. Vehicle	8	Days @	$50.00	/ Day =	$400.00
c. Meals & Misc (GAO)	2	Days @	$80.00	/ Day =	$160.00
d. Motel (GAO)	2	Nights @	$135.00	/ Night =	$270.00
e. See Note 5.1	1		$1,750.00	=	$1,750.00

Total Out-of-Pocket Expenses = $4,680.00

Note 5.1 Other Direct Costs include: Printing, Shipping, Survey Materials, etc.

6 SUBCONTRACT COSTS:

Geotechnical Soils Exploration (2 bulk samples) and Report	=	$6,000.00
Topographic Survey (in house)	=	$0.00

= $6,000.00

7 MAXIMUM TOTAL FEE:

Items 1, 2, 3, 4, 5 and 6 = $154,167.37 Lump Sum

Exhibit V

JOPLIN REGIONAL AIRPORT (JLN)
Joplin, Missouri

SUMMARY OF ENGINEERING COSTS (CMT)
N. PERIMETER ROAD (PHASE 1)

December 24, 2025

Classification: Gross Hourly Rate:		Principal $320.72	Project Manager $224.19	Sr. Project Engineer $194.61	(Drainage) Project Engineer $149.46	Staff Engineer $137.00	Survey Crew $180.60	Administrative/ Accounting Assistant $102.75	Other Costs
A. BASIC SERVICES									
1. Preliminary Phase (N/A):									
Perform site inspection, field quantities & attend scoping meeting									
2. Design Phase:									
Project Management (status reports, project coordination, invoicing)		4	20					12	
Geotech sub / survey field coordination						4			
30% Preliminary Design									
Progress Meetings with site visits, record research			8		16	16			
Survey (6 field days, 3 man crew - 10 hr/day), develop basemap			2	4	4	32	196		
Pavement Design, Geometric layout, Grading, Erosion Control			2	4	4	16			
CSPP Narrative, plans and related coordination			2	4		12			
Drainage Design (3 culverts): report, calcs and plan details / profiles					12	12			
Preliminary Design spec list and probable cost / take-off			4	2	4	8			
Programming for Phase 2 and available funding		2	4		12	8			
90% Developed Design									
Address Sponsor / FAA comments			2	2		4			
Progress Meetings with field check			2		16	16			
Pavement Design, Geometric layout, Grading, Erosion Control			4	2	40	56			
CSPP Narrative, plans and related coordination			4			24			
Drainage Design (3 culverts): report, calcs and plan details / profiles			4		40	36			
Developed Design specifications and probable cost / take-off			4	8	16	16		8	
90% submittal document assembly, submittal			4			16		4	
100% Final Design									
Address Sponsor / FAA comments			1	2		4			
Final Pavement Design, Geom. layout, Grading, Erosion Control			1		4	8			
Final, sealed CSPP Narrative and plans			1			4			
Final, sealed Drainage Design (report and plans)			1		4	4			
Final Design specifications and probable cost / take-off			4		4	8		8	
Final Document Assembly, submittal and related permits			2		4	8		4	
Internal quality control review			4	16					
Total hours =	854	6	80	44	180	312	196	36	(1,2,3,4,5)
Total =	$147,846.47	$1,924.29	$17,935.14	$8,562.79	$26,902.71	$42,745.42	$35,397.00	$3,699.12	$10,680.00
3. Bidding Phase									
Conduct Pre-Bid Meeting, Prepare Minutes (distribute in Addendum)			8			12			
Addendums/Address Questions				4	4	8		4	
Total hours =	40	0	8	4	4	20	0	4	(1,2,3,4,5)
Total =	$6,320.89	$0.00	$1,793.51	$778.44	$597.84	$2,740.09	$0.00	$411.01	$0.00
PART A SUBTOTAL =		**$154,167.37**							
GRAND TOTAL =		**$154,167.37**							

EXHIBIT IV

DERIVATION OF CONSULTANT PROJECT COSTS

JOPLIN REGIONAL AIRPORT (JLN)
Joplin, Missouri
N. PERIMETER ROAD (PHASE 1)
SUMMARY OF ENGINEERING COSTS (CMT)
December 24, 2025

Out-of-Pocket Expenses

Item	Max No. of People	Meals	Hotels	V Days	Trips	Miles	Motel
30% Initial Project / Site Meeting	2	0	0	0	1	300	0
30% Surveying / Geotech Field work (1)	4	2	2	8	8	1,500	0
30% Progress Meeting + Field Visit	2	0	0	0	1	300	0
90% Progress Meeting	2	0	0	0	2	600	0
Pre-Bid Meeting	2	0	0	0	1	300	0
TOTAL =		2	2	8	13	3,000	0

(1) Field oversight (1 aviation engineer) requires 2 overnights. Survey crew (3 man crew - 1 vehicle) will collect topo in 6 days (daily trips from Springfield, MO). Geotech to perform in 1 day (combine with survey activities).

SPECIAL SERVICES

Out-of-Pocket Expenses

Item	Max No. of People	Meals		V Days		Motel	Miles
TOTAL =				0		0	0

Assumptions:
1) Plan set assumed to be total of __ plan sheets

3	General Sheets (Cover, Legend, Sum of Qtys)
2	CSPP Sheets
10	50 scale plan over profile sheets
3	20 scale detail sheets (for each culvert crossing)
4	typicals, drainage, erosion control details
2	pipe profiles
24	

Airport: Joplin Regional Airport
IIJA Project No.: 3-29-0037-064-2026
Federal (AIP) Project No.: 3-29-0037-065-2026

EXHIBIT VI

PERFORMANCE SCHEDULE

The Consultant agrees to proceed with services immediately upon receipt of written Notice to Proceed (NTP) by the Sponsor and to employ such personnel as required to complete the scope of services in accordance with the time schedule found on the following page.

NOTE: This schedule makes several assumptions that are critical to project completion, including the following:

1. Outside review times are 2 weeks for the design report and for the 90% review.
2. Review meetings will be held as scheduled and issues resolved at those meetings.
3. Advertisement can occur immediately after completion of 100% Design.

DESIGN AND BIDDING PHASE SERVICES
FOR
JOPLIN REGIONAL AIRPORT (JLN)
Joplin, Missouri
N. PERIMETER ROAD (PHASE 1)

DESIGN / BIDDING SCHEDULE
Exhibit VI

Estimated Schedule:

Assumed NTP	January 9, 2026
Kick-off Meeting	January 15, 2026
Field Surveys / Geotech	January 30, 2026
30% Submittal	February 20, 2026
90% Submittal	March 20, 2026
100% Submittal	March 31, 2026
Advertise for Bids	April 13, 2026
Complete Grant Application	May 8, 2026

Airport: Joplin Regional Airport
IIJA Project No.: 3-29-0037-064-2026
Federal (AIP) Project No.: 3-29-0037-065-2026

EXHIBIT VII

PROJECT SKETCH

The Consultant agrees to proceed with services immediately upon receipt of written Notice to Proceed (NTP) by the Sponsor and to employ such personnel as required to complete the scope of services in accordance with the following time schedule:

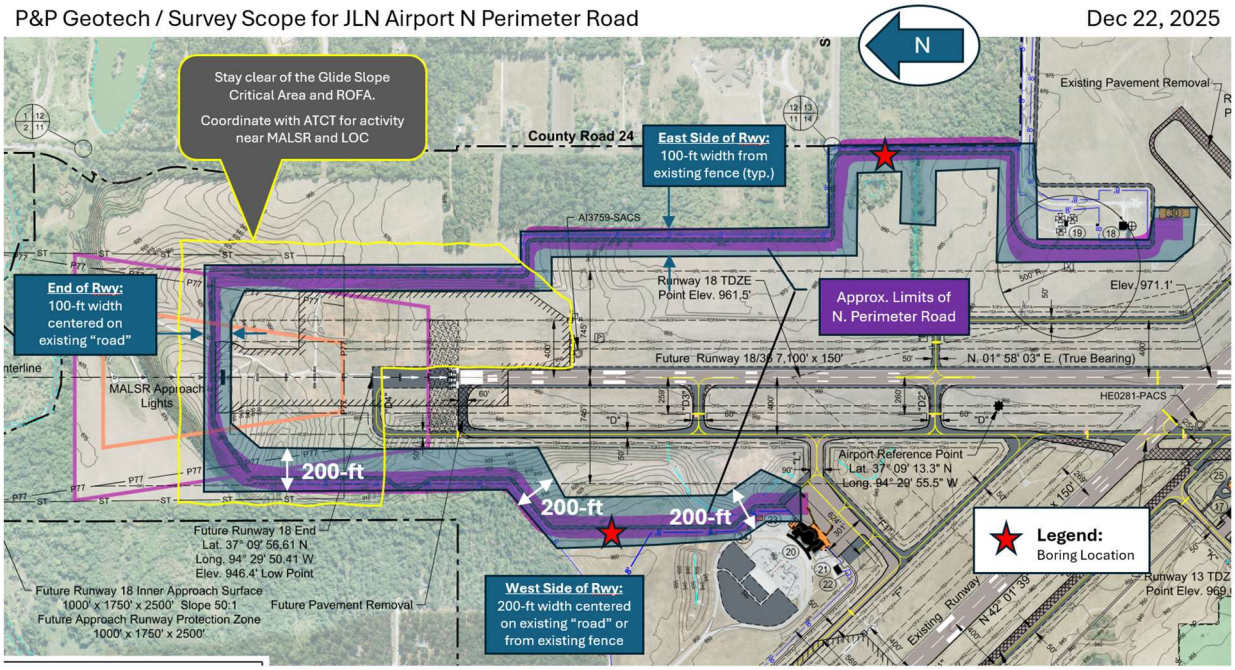


EXHIBIT VIII

FEDERAL CONTRACT PROVISIONS FOR A/E AGREEMENTS

FEDERAL CONTRACT PROVISIONS FOR A/E AGREEMENTS

ALL REFERENCES MADE HEREIN TO "CONTRACTOR", "PRIME CONTRACTOR", "BIDDER", "OFFEROR", AND "APPLICANT" SHALL PERTAIN TO THE ARCHITECT/ENGINEER (A/E).

ALL REFERENCES MADE HEREIN TO "SUBCONTRACTOR", "SUB-TIER CONTRACTOR" OR "LOWER TIER CONTRACTOR" SHALL PERTAIN TO ANY SUBCONSULTANT UNDER CONTRACT WITH THE A/E.

ALL REFERENCES MADE HEREIN TO "SPONSOR" AND "OWNER" SHALL PERTAIN TO THE STATE, CITY, AIRPORT AUTHORITY OR OTHER PUBLIC ENTITY EXECUTING CONTRACTS WITH THE A/E.

PROVISIONS APPLICABLE TO ALL CONTRACTS

ACCESS TO RECORDS AND REPORTS 3

CIVIL RIGHTS – GENERAL 3

CIVIL RIGHTS – TITLE VI ASSURANCES 3

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT 6

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE) 6

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970 6

RIGHT TO INVENTIONS 6

SEISMIC SAFETY 7

TAX DELINQUENCY AND FELONY CONVICTIONS 7

TRADE RESTRICTION CERTIFICATION 7

VETERAN'S PREFERENCE 8

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING $10,000

DISTRACTED DRIVING 9

EQUAL EMPLOYMENT OPPORTUNITY (EEO) 9

PROHIBITION OF SEGREGATED FACILITIES 10

TERMINATION OF CONTRACT 11

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING $25,000

DEBARMENT AND SUSPENSION 12

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING $100,000

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS 13
LOBBYING AND INFLUENCING FEDERAL EMPLOYEES 14

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING $150,000

CLEAN AIR AND WATER POLLUTION CONTROL 15

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING $250,000

BREACH OF CONTRACT TERMS 15
DISADVANTAGED BUSINESS ENTERPRISE 15

PROVISIONS APPLICABLE TO ALL CONTRACTS

ACCESS TO RECORDS AND REPORTS

Reference: 2 CFR § 200.334
2 CFR § 200.337
FAA Order 5100.38

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Owner, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

CIVIL RIGHTS – GENERAL

Reference: 49 USC § 47123

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

CIVIL RIGHTS – TITLE VI ASSURANCES

Reference: 49 USC § 47123
FAA Order 1400.11

Title VI Solicitation Notice

The Sponsor, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);

- 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

Nondiscrimination Requirements / Title VI Clauses for Compliance

Compliance with Nondiscrimination Requirements:

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be

amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

    a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or

    b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Reference: 2 CFR § 200, Appendix II(K)
2 CFR § 200.216

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)].

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

Reference: 29 USC § 201, et seq
2 CFR § 200.430

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, et seq, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

Reference: 20 CFR Part 1910

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

RIGHT TO INVENTIONS

Reference: 2 CFR Part 200, Appendix II(F)
37 CFR Part 401

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within 37 CFR § 401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental, or research work.

SEISMIC SAFETY

Reference: 49 CFR Part 41

In the performance of design services, the Consultant agrees to furnish a building design and associated construction specification that conform to a building code standard that provides a level of seismic safety substantially equivalent to standards as established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their building code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety. At the conclusion of the design services, the Consultant agrees to furnish the Owner a "certification of compliance" that attests conformance of the building design and the construction specifications with the seismic standards of NEHRP or an equivalent building code.

TAX DELINQUENCY AND FELONY CONVICTIONS

Reference: Section 8113 of the Consolidated Appropriations Act, 2022 (Public Law 117-103) and similar provisions in subsequent appropriations acts
DOT Order 4200.6 – Appropriations Act Requirements for Procurement and Non-Procurement Regarding Tax Delinquency and Felony Convictions

The Contractor certifies:

1) It is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

2) It is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months. A felony conviction is a conviction within the preceding twenty four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 USC § 3559.

The Contractor agrees to incorporate the above certification in all lower tier subcontracts.

TRADE RESTRICTION CERTIFICATION

Reference: 49 USC § 50104
49 CFR Part 30

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror:

1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);

2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and

3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC § 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR § 30.17, no contract shall be awarded to an Offeror or subcontractor:

1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or

2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or

3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

VETERAN'S PREFERENCE

Reference: 49 USC § 47112(c)

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC § 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING $10,000

DISTRACTED DRIVING

Reference: Executive Order 13513
DOT Order 3902.10

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding $10,000 that involve driving a motor vehicle in performance of work activities associated with the project.

EQUAL EMPLOYMENT OPPORTUNITY (EEO)

Reference: 2 CFR Part 200, Appendix II(C)
41 CFR § 60-1.4
41 CFR § 60-4.3
Executive Order 11246

Equal Opportunity Clause

During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in

response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under this section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: *Provided,* however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

PROHIBITION OF SEGREGATED FACILITIES

Reference: 2 CFR Part 200, Appendix II(C)
41 CFR Part 60-1

(a) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Employment Opportunity clause in this contract.

(b) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact

response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under this section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: *Provided,* however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

PROHIBITION OF SEGREGATED FACILITIES

Reference: 2 CFR Part 200, Appendix II(C)
41 CFR Part 60-1

(a) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Employment Opportunity clause in this contract.

(b) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact

segregated on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Employment Opportunity clause of this contract.

TERMINATION OF CONTRACT

Reference: 2 CFR Part 200, Appendix II(B)
FAA Advisory Circular 150/5370-10, Section 80-09

Termination for Convenience (Professional Services)

The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Contractor must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

Termination for Cause (Professional Services)

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party seven (7) days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

a) **Termination by Owner:** The Owner may terminate this Agreement for cause in whole or in part, for the failure of the Consultant to:

1. Perform the services within the time specified in this contract or by Owner approved extension;
2. Make adequate progress so as to endanger satisfactory performance of the Project; or
3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant

must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Owner determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

b) **Termination by Consultant:** The Consultant may terminate this Agreement for cause in whole or in part, if the Owner:

1. Defaults on its obligations under this Agreement;
2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
3. Suspends the project for more than one hundred eighty (180) days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.

In the event of termination due to Owner breach, the Consultant is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING $25,000

DEBARMENT AND SUSPENSION

Reference: 2 CFR Part 180 (Subpart B)
2 CFR Part 200, Appendix II(H)
2 CFR Part 1200
DOT Order 4200.5
Executive Orders 12549 and 12689

Certification of Offeror/Bidder Regarding Debarment

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

Certification of Lower Tier Contractors Regarding Debarment

The successful bidder, by administering each lower tier subcontract that exceeds $25,000 as a "covered transaction", must confirm each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally-assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: http://www.sam.gov.
2. Collecting a certification statement similar to the Certification of Offeror /Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING $100,000

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

Reference: 2 CFR Part 200, Appendix II(E)
2 CFR § 5.5(b)
40 USC § 3702
40 USC § 3704

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of $29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any

such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.

4. Subcontractors.

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

Reference: 31 USC § 1352 – Byrd Anti-Lobbying Amendment
2 CFR Part 200, Appendix II(I)
49 CFR Part 20, Appendix A

Certification Regarding Lobbying

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an 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, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) 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 this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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 section 1352, title 31, U.S. Code. 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.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING $150,000

CLEAN AIR AND WATER POLLUTION CONTROL

References: 2 CFR Part 200, Appendix II(G)
42 USC § 7401, et seq
33 USC § 1251, et seq

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC §§ 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

The Contractor must include this requirement in all subcontracts that exceed $150,000.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING $250,000

BREACH OF CONTRACT TERMS

Reference: 2 CFR § 200 Appendix II(A)

Any violation or breach of terms of this contract on the part of the Contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide Contractor written notice that describes the nature of the breach and corrective actions the Contractor must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the Contractor must correct the breach. Owner may proceed with termination of the contract if the Contractor fails to correct the breach by the deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

DISADVANTAGED BUSINESS ENTERPRISE

Reference: 49 CFR Part 26

Solicitation Language (Solicitations that include a Contract Goal)

*Bid Information Submitted as a matter of **responsiveness**:*

The Owner's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR § 26.53.

As a condition of responsiveness, the Bidder or Offeror must submit the following information with its proposal on the forms provided herein:

1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;

2) A description of the work that each DBE firm will perform;

3) The dollar amount of the participation of each DBE firm listed under (1);

4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal;

5) Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor's commitment; and

6) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26. The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.

*Bid Information submitted as a matter of bidder **responsibility**:*

The Owner's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR § 26.53.

As a condition of responsibility, every Bidder or Offeror must submit the following information on the forms provided herein within five days after bid opening.

1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;

2) A description of the work that each DBE firm will perform;

3) The dollar amount of the participation of each DBE firm listed under (1);

4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal;

5) Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor's commitment; and

6) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26. The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.

Solicitation Language (Race/Gender Neutral Means)

The requirements of 49 CFR part 26 apply to this contract. It is the policy of the Owner to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

Prime Contracts (Contracts Covered by a DBE Program)

Contract Assurance (49 CFR § 26.13)

The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may

result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

1) Withholding monthly progress payments;
2) Assessing sanctions;
3) Liquidated damages; and/or
4) Disqualifying the Contractor from future bidding as non-responsible.

Prompt Payment (49 CFR § 26.29)

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) calendar days from the receipt of each payment the prime contractor receives from Owner. The prime contractor agrees further to return retainage payments to each subcontractor within thirty (30) calendar days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Owner. This clause applies to both DBE and non-DBE subcontractors.

Termination of DBE Subcontracts (49 CFR § 26.53(f))

The prime contractor must not terminate a DBE subcontractor listed in response to the above *Solicitation Language (Solicitations that include a Contract Goal)* section (or an approved substitute DBE firm) without prior written consent of Owner. This includes, but is not limited to, instances in which the prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

The prime contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains written consent from the Owner. Unless the Owner's consent is provided, the prime contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

The Owner may provide such written consent only if the Owner agrees, for reasons stated in the concurrence document, that the prime contractor has good cause to terminate the DBE firm. For purposes of this paragraph, good cause includes the circumstances listed in 49 CFR §26.53.

Before transmitting to the Owner its request to terminate and/or substitute a DBE subcontractor, the prime contractor must give notice in writing to the DBE subcontractor, with a copy to the Owner, of its intent to request to terminate and/or substitute, and the reason for the request.

The prime contractor must give the DBE five days to respond to the prime contractor's notice and advise the Owner and the contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why the Owner should not approve the prime contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), the Owner may provide a response period shorter than five days.

In addition to post-award terminations, the provisions of this section apply to preaward deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.

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EXHIBIT IX

SUBCONSULTANT AGREEMENTS

PALMERTON & PARRISH, INC.

GEOTECHNICAL & MATERIALS ENGINEERS
MATERIALS TESTING LABORATORIES
ENVIRONMENTAL SERVICES

4168 W. KEARNEY ST.
SPRINGFIELD, MO 65803
Ph: (417) 864-6000
www.ppimo.com

Crawford, Murphy & Tilly, Inc.
1100 Main St., Suite 1210
Kansas City, MO 64105

December 26, 2025

Attention: Ms. Jennifer Kuchinski, P.E.
jkuchinski@cmtengr.com

Proposal for Geotechnical Investigation
Joplin Regional Airport (JLN) – Perimeter Road Construction
Joplin, Missouri

Palmerton & Parrish, Inc. (PPI) appreciates the opportunity to submit this proposal for a geotechnical investigation for the proposed perimeter road construction project located at the existing Joplin Regional Airport in Joplin, Missouri. As requested via email dated December 24, 2025, the following scope has been assumed:

- Excavate, log and sample two (2) test pits extending to a depth of 5 to 8 ft., or refusal, whichever is shallower. Bulk samples will be obtained from representative near surface soil types. A test pit log will be generated during excavation by a PPI Field Engineer or Geologist;
- A backhoe or mini-excavator and operator will be provided by a PPI subcontractor;
- Groundwater depth, if encountered, will be recorded;
- Perform laboratory testing on the bulk samples collected from the test pits including; Moisture Content Test, Atterberg Limits, Grain Size Analysis, Standard Proctor and laboratory CBR. For cost estimating purposes, two (2) rounds of the above testing were assumed;
- Preparation of a Geotechnical Engineering Report providing a summary of the subsurface conditions encountered as well as recommendations for subgrade preparation the new perimeter roadway, as specified in the aforementioned email, will be provided.

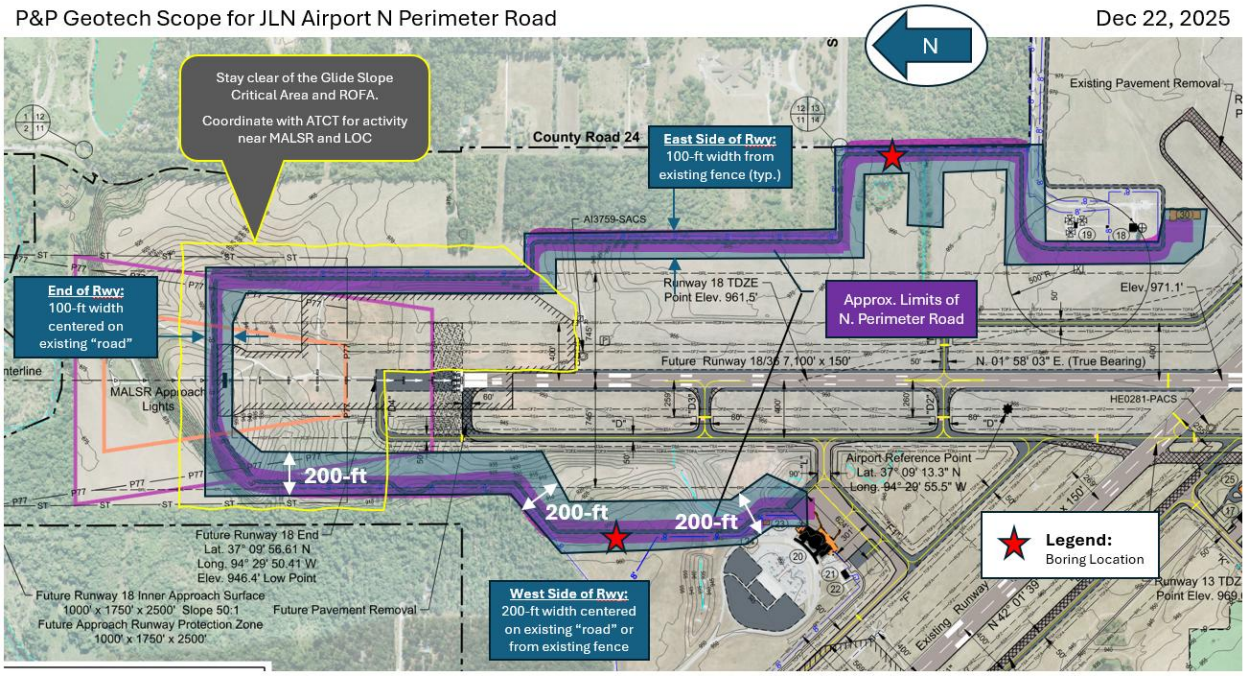
PPI will provide the scope of services outlined above on a time and materials basis with a not-to-exceed cost of Six Thousand Dollars (**$6,000.00**). The projected cost is also based upon the following:

- Right-of-entry, if required, will be obtained by others prior to PPI's mobilizations;
- Test Pit locations will be staked in the field by PPI using a site plan provided by CMT with existing field features presented on the site plan;
- PPI will notify the Missouri One Call System to locate and mark public utilities;
- Prior to mobilization PPI will coordinate with the Airport to locate private utilities;
- Field activities will commence between Monday through Friday during normal business hours (8 a.m. to 5 p.m.). If night time work is required, additional charges will apply;
- A badged escort will be provided by others, if required, to be with PPI’s crew during field work, at no charge to PPI; and

- Samples will be stored and held at PPI's Springfield Laboratory for 30 days past the date of report publication, at which time, the samples will be discarded.

PPI will notify the Client if unanticipated conditions encountered during the field investigation merit a change in scope beyond that discussed in this proposal. In any event, we will not exceed projected costs without your prior approval.

Recommended test pit locations are shown below in red stars, as provided by CMT.



CLOSURE

It is understood that a CMT Sub-Agreement will be provided for authorization of this work. Please call our Springfield office at (417) 864-6000 if you have any questions regarding this proposal or if you need additional information.

PALMERTON & PARRISH, INC.
By:

Brandon R. Parrish, P.E.
Vice President

Attachment: Itemized Cost Estimate

Submitted: 1 Electronic (.pdf) Copy via Email (jkuchinski@cmtengr.com)

Projected Cost for Geotechnical Services

NO.	ITEM DESCRIPTION	UNIT COST		UNITS	EXTENSION
	ENG. EVALUATION, RECOMMENDATIONS & REPORT:				
1	Prepare Site Plan & Test Pit Logs	$152.00	/hr.	2.00	$304.00
2	Report Prep	$169.00	/hr.	6.00	$1,014.00
3	Notify One-Call System & PM	$152.00	/hr.	2.00	$304.00
4	Engineer to Review Report & Edit	$191.00	/hr.	0.50	$95.50
5	Principal to Review Report	$250.00	/hr.	0.25	$62.50
	SUBTOTAL; ENG. EVALUATION, RECOMMENDATIONS & REPORT				**$1,780.00**
	BORINGS, DRILLING & SAMPLING METHODS:				
1	Logger Truck Mileage	$0.70	/mi.	120.00	$84.00
2	Backhoe & Operator	$1,600.00	LS	1.00	$1,600.00
3	Geologist to lay out test pits, photo, log and obtain samples	$116.00	/hr.	8.00	$928.00
4	Consumables - Buckets for bulk samlples	$5.00	/ea.	6.00	$30.00
	SUBTOTAL; BORINGS, DRILLING & SAMPLING METHODS				**$2,642.00**
	LABORATORY TESTING PROGRAM:				
1	Moisture Content Test	$11.36	/ea.	4.00	$45.44
2	Atterberg Limits Test	$111.75	/ea.	2.00	$223.50
3	Standard Proctor (ASTM D698)	$282.88	/ea.	2.00	$565.76
4	Bulk - Grain Size	$131.55	/ea.	2.00	$263.10
5	Lab CBR	$197.90	/ea.	2.00	$395.80
	SUBTOTAL; LABORATORY TESTING PROGRAM				**$1,493.60**
	ESTIMATED COST				**$5,915.60**
			NTE Cost		**$ 6,000.00**

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2026-100 Construction Agreement between City of Joplin and Sprouls Construction, Incorporated for 24 Trolley Shelter Metal projects.

MEETING DATE
January 20, 2026

ORIGINATING DEPT
Public Works-Transit

ATTACHMENTS
Council Bill 2026-100; Agreement; Bid Summary

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

SUMMARY
This Council Bill authorizes the City Manager or his designee to enter into an agreement with Sprouls Construction Incorporated, in the amount of Eighty thousand two hundred and 00/100 dollars ($80,200.00) for 24 Trolley Shelter metal projects.

BACKGROUND
Prior to the relaunch of the Trolley System in February 2025, a comprehensive shelter evaluation was completed by city staff of current conditions of shelters and options to prevent future deterioration of existing trolley shelters within the city. Comparable to other cities with bus shelters utilizing metal, a pilot project of replacing window Lexan with metal panels was completed at three Trolley shelter locations. The metal material selection prioritizes durability, resulting in reduced maintenance and lifecycle costs. The project's appearance exceeded expectations and has been well received by staff and citizens.
In accordance with the City of Joplin's procurement policies, a request for bid proposal for 24 Trolley Shelter Metal projects was advertised in the Joplin Globe on November 15th, 2025, and on the City of Joplin website. Bids were received by the City on December 15th, 2025. Five companies submitted sealed bid proposals for consideration. Based upon bid price for completion of the project, Sprouls Construction is the lowest responsive bidder. The bid was below the engineer's estimate. Transportation Sales Tax funds in the amount of $80,200.00 will be utilized upfront. FTA grant funds in the approximate amount of $40,100 will reimburse the Transportation Sales Tax Fund for this project. Construction oversight and project management will be provided by city staff.

FUNDING SOURCE
This is included in the FY 2026 Budget in the Transportation Sales Tax Fund.

RECOMMENDATION
Staff recommends approval of Council Bill 2026-100 on 1st reading.

COUNCIL BILL NO. 2026-100 **ORDINANCE NO.**

AN ORDINANCE approving the City of Joplin to enter into an agreement with Sprouls Construction Incorporated in the amount of Eighty thousand two hundred and 00/100 dollars ($80,200.00) for 24 Trolley Shelter Metal projects and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin and setting a date when the Ordinance shall become effective.

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

Section 1. That the City enter into an agreement with Sprouls Construction Incorporated in the amount of Eighty thousand two hundred and 00/100 dollars ($80,200.00) for 24 Trolley Shelter Metal projects, for the City of Joplin, a true and accurate copy of said agreement being attached hereto and incorporated herein, be, and the same, is hereby approved.

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

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

Section 4. That this Council Bill shall have an effective date of February 3, 2026.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this day of_____, 2026, by a vote of

_____

ATTEST: Keenan T. Cortez, Mayor

_____

Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

COUNCIL BILL NO. 2026-100 **ORDINANCE NO**

I hereby certify that a sufficient amount is available in the Transportation Sales Tax Fund to pay the amounts called for on the basis of the bids received by the Director of Public Works.

_____

Leslie Haase, Director of Finance

AGREEMENT
FOR CONTRACTOR SERVICES

THIS AGREEMENT, made and entered into this _____ day of _____, 2026, by and between the City of Joplin, a municipal corporation of the State of Missouri, hereinafter referred to as the "City" with offices at 602 S. Main Street, Joplin, Missouri, and Sprouls Construction Inc., a Missouri corporation, hereinafter referred to as the "Contractor," with offices at 397 W. DD Hwy. Lamar, Mo. 64759.

WITNESSETH:

WHEREAS, the City of Joplin desires to engage the Contractor to render certain services hereinafter described in Notice of Request for Proposal TR 2025-101 For Trolley Shelter Metal Restoration; which is incorporated herein as Exhibit A; and

WHEREAS, the Contractor submitted in response to Request for Proposal TR 2025-101 For Trolley Shelter Metal Restoration dated December 15, 2025, which is attached hereto and incorporated herein as Exhibit A; and

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

1. The City agrees to engage the Contractor and the Contractor agrees to perform, in strict accordance with Exhibit A, and within the time specified therein, the services set forth. Specifically, Contractor shall furnish all supervision, labor, tools, equipment, materials, and supplies necessary to perform said work at Contractor’s own expense in accordance with the Request for Proposal TR 2025-101 For Trolley Shelter Metal Restoration.

2. The services of the Contractor shall commence only as authorized in writing by City purchase order or other written notice and shall be undertaken and completed as promised by the Contractor in Exhibit A.

3. The City agrees to pay the Contractor in accordance with the prices and terms set forth in Exhibit A for work authorized by City purchase order or other written Notice by the City upon presentation of proper invoice and inspection by the City of work completed by the Contractor. Specifically, the City agrees to pay Contractor a total of Eighty Thousand Two Hundred and 00/100 dollars ($80,200.00).

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

5. The Contractor shall fully coordinate its activities in the performance of the contract with the activities of the City.

6. The Contractor represents that the Contractor will secure at the Contractor's own expense all personnel required to perform the services called for under this contract by the Contractor. Such personnel shall not be employees of or have any contractual relationship with the City except as employees of the Contractor. All the services required hereunder will be performed by the Contractor or under the Contractor's direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform

such services. None of the work or services covered by this contract shall be subcontracted without the written approval of the City.

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

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

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

10. **Modification of Contract:** The Scope of Work to be done under the Contract shall be subject to modification and supplementation upon the written Agreement of the duly authorized representatives of the Contracting parties. No provision in the Contract shall be changed or modified without the execution of a formal amendment to the Contract, mutually agreed to by the City and the Contractor and processed through the Division of Purchases. Upon request by the City, the Contractor shall provide an estimate of cost of any additional work or services to be incorporated by a modification to the Scope of Work and the Contract.

11. **Contract Documents:** The agreement between the City of Joplin and the Contractor shall consist of (1) The Contract form which embodies the requirements contained herein, (2) Work Order 135648, Work Order 135649, and Work Order 135650 and any amendments thereto. In the event of a conflict in language between the documents referenced above, the provisions and requirements set forth and/or referenced in the Contract shall govern over all other documents, and the Work Orders and amendments thereto shall govern. However, the City reserves the right to clarify any Contractual relationship in writing with the concurrence of the Contractor, and such written clarification shall govern in case of conflict with the

applicable requirements stated in the Work Orders. In all other matters not affected by the written clarification, if any, the Request for Proposal shall govern. The Contractor is cautioned that the proposal shall be subject to acceptance without further clarification.

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

13. The Contractor shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Workers Compensation Program of the City.

14. **Certification of Non-Resident/Foreign Contractors:** If the Contractor is a foreign corporation or non-resident Contractor, it is agreed that the Contractor shall procure and maintain during the life of this contract:

A. A certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.572 RSMo.

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

15. **Nondiscrimination:** The Contractor agrees in the performance of this contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, or political opinion or affiliation, against any employee of Contractor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.

16. Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this contract. The Contractor further covenants that in the performance of this contract, no person having such interest shall be employed.

17. **Contractor's Responsibility for Subcontractor**: It is further agreed that the Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractor and of persons either directly or indirectly employed by them, as the Contractor is for the acts and omissions of persons it directly employs. Contractor shall cause appropriate provisions to be inserted in all subcontracts relating to this work, to bind all subcontractors to Contractor by all the terms herein set forth, insofar as applicable to the work of subcontractor, and to give

Contractor the same power regarding termination of any subcontract as the City may exercise over Contractor under any provisions of this contract. Nothing contained in this contract shall create any contractual relation between any subcontractor and the City or between any subcontractors.

18. The certificates of insurance, including evidence of the required endorsements of the policies shall be filed with the City of Joplin within ten (10) days of the date of receipt of the Award of the contract to the Contractor and prior to the start of work. All insurance policies shall provide thirty (30) days' written notice to be given by the insurance company in question prior to modification or cancellation of insurance. Such notices shall be mailed, return receipt requested to:

City Attorney

City of Joplin

602 S. Main Street

Joplin, MO 64801

19. **Liability and Indemnity:**

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

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

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

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

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

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

20. **Conflict of Interest:** No salaried officer or employee of the City and no member of the City Council shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the contract void. Any federal regulations and applicable provisions in RSMo. Chapter 105 shall not be violated.

21. **Entire Agreement:** This agreement, including the contract documents contained or referenced herein, constitutes the entire agreement between the parties. No modification, amendment, or waiver of any of the provisions of this agreement shall be effective unless in writing specifically referred hereto and signed by both parties.

22. **Waiver:** No provision of the contract documents shall be construed, expressly or by implication, as a waiver by the City of any existing or future right or remedy available by law in the event of any claim of default or breach of contract.

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

24. **Notices:** All notices required or permitted hereunder and required in writing may be given by first class mail addressed to Division of Purchases, 602 S. Main, Joplin, Missouri, 64801, and the Contractor at the address indicated. The date of delivery of any notice shall be the date falling on the second full day after the day of its mailing.

IN WITNESS WHEREOF the parties have hereunto set their hands and seal the date first above written.

CITY OF JOPLIN, MISSOURI

By: _____

Daniel Johnson, PE Director of Public Works

CONTRACTOR

Sprouls Construction, Inc.

By: _____

Signature

Name:

Title:

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

BID SUMMARY

PROJECT: Trolley Shelter Metal Restoration

DATE OF BID OPENING: December 15, 2025

CONTRACTOR	BID
Bunn Construction	**$128,782.60**
D & M Ironworks	**$116,640.00**
Marion Company, LLC	**$119,990.00**
Rio Contracting, LLC	**$195,000.00**
Sprouls Construction, Inc	**$80,200.00**

CITY OF JOPLIN COUNCIL
AGENDA ITEM

ITEM
Council Bill 2026-106 – Approval of Missouri Department of Transportation (MoDOT) Air Service Grant for Air Service Promotion and Marketing at the Joplin Regional Airport by the City of Joplin.

MEETING DATE
January 20, 2026

ORIGINATING DEPT
Public Works - Airport

ATTACHMENTS
Council Bill 2026-106 Ordinance; MoDOT Agreement for Air Service Promotion

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

SUMMARY
On December 16, 2025, the City of Joplin was officially notified of an award of the MoDOT State Aviation Trust Fund Air Service Grant – AIR 266-090A-1. This Ordinance will approve the acceptance of the Airport Aid Agreement for Air Service Promotion from MoDOT in the amount of Forty-Nine Thousand and 00/100 Dollars ($49,000.00).

BACKGROUND
The Commission awarded funds with the understanding that such funds will be used for a program pursuant to this Agreement for the purposes generally described in the Joplin Regional Airport grant application/request for promotion of Commercial Air Service. This grant provides advertising funds for existing service routes. The funds are used to promote the service within the JLN Market area which includes portions of Kansas, Oklahoma, and Arkansas.

The total advertising budget associated with this grant is $54,444. The total amount of local matching funds is $5,444, which results in a State share of $49,000.

This Ordinance is requesting authorization to execute this agreement.

FUNDING SOURCE
Funding for this item is included in the FY 2026 Budget Airport Fund.

RECOMMENDATION
Staff recommends approval of this Council Bill on First Reading.

COUNCIL BILL NO. 2026-106 **ORDINANCE NO.**

AN ORDINANCE Authorizing the approval of the Missouri Department of Transportation (MoDOT) Grant Agreement for Air Service Promotion and Marketing at the Joplin Regional Airport, authorizing the City Manager to execute the same by and on behalf of the City of Joplin and setting an effective date.

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

Section 1. That the agreement by and between the City of Joplin and the Missouri Department of Transportation (MoDOT) for Air Service Promotion and Marketing at the Joplin Regional Airport (AIR 256-090A-1) in the amount of Forty-Nine Thousand and 00/100 Dollars ($49,000.00); a true and accurate copy of said agreement being attached hereto and incorporated herein, be, and the same, is hereby approved.

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

Section 3. That upon the final approval and acceptance of the grant award 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 local share shall be paid out of the Airport Fund.

Section 4. That this Council Bill shall have an effective date of February 3rd, 2026.

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

_____, 2026, by a _____ vote.

_____
Keenan T. Cortez, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

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

_____
Leslie Haase, Director of Finance

CCO Form: MO02
Approved: 08/09 (AMB)
Revised: 04/25 (MWH)
Modified:

Sponsor City of Joplin
Project No. AIR 266-090A-1

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
AIRPORT AID AGREEMENT FOR AIR SERVICE PROMOTION

THIS GRANT AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the **City of Joplin** (hereinafter, "Sponsor").

WITNESSETH:

WHEREAS, the Sponsor has applied to the Commission for a grant of funds under §305.230.4(1)(m) RSMo; and

WHEREAS, the Commission has agreed to award funds available under §305.230.4(1)(m) RSMo to the Sponsor with the understanding that such funds will be used for a project pursuant to this Agreement for the purposes generally described in the Sponsor's grant application/request dated **October 7, 2025**, and specifically described as follows:

Shall be for Air Service Promotion and Marketing only;

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

(1) PURPOSE: The purpose of this Agreement is to provide financial assistance to the Sponsor under §305.230 RSMo.

(2) AMOUNT OF GRANT: The amount of this grant is **Forty-Nine Thousand Dollars ($49,000);** provided, however, that in the event state funds available to the Commission under §305.230 RSMo are reduced so that the Commission is incapable of completely satisfying its obligations to all the Sponsors for the current state fiscal year, the Commission may recompute and reduce this grant. The designation of this grant does not create a lump sum quantity contract, but rather only represents the amount of funding available for qualifying expenses. In no event will the Commission provide the Sponsor funding for work that is not actually performed. The release of all funding under this Agreement is subject to review and approval of all project expenses to ensure that they are qualifying expenses under this program.

(3) AMOUNT OF MATCHING FUNDS: The amount of local matching funds, and/or other resources, to be furnished by the Sponsor is **Five Thousand Four Hundred Forty-Four Dollars ($5,444).** The Sponsor warrants to the Commission that it has sufficient cash on deposit, or other readily available resources, to provide the local

matching funds to complete the project.

(4) PROJECT TIME PERIOD: The project period shall be from **January 1, 2025, to December 31, 2026.** The grant funds in paragraph (2) not expended or duly obligated during the project time period shall be released for use in other projects under §305.230 RSMo. The Sponsor shall not submit a Request for Reimbursement (**RFR**) after the project time period date. A RFR submitted after the grant end date will not be reimbursed.

(5) TITLE EVIDENCE TO EXISTING AIRPORT PROPERTY: By signing this Agreement, the Sponsor certifies that it holds satisfactory evidence of title to all existing airport property and avigation easements.

(6) CONTROL OF AIRPORT: The Sponsor agrees to continue to control the airport, either as owner or as lessee, for twenty (20) years following receipt of the last payment from this grant. Applicable agreement periods are as follows:

(A) Land interests - Fifty (50) years.

(B) Improvements - Useful life, as determined by the Commission.

(7) WITHDRAWAL OF GRANT OFFER: The Commission reserves the right to amend or withdraw this grant offer at any time prior to acceptance by the Sponsor.

(8) PAYMENT: Payments to the Sponsor are made on an advance basis. The Sponsor may request incremental payments during the course of a project or a lump sum payment upon completion of the work. However, this advance payment is subject to the limitations imposed by subparagraph (B) under this paragraph of this Agreement.

(A) The Sponsor may request payment at any time subsequent to the execution of this Agreement by both parties. Requests for reimbursement shall be supported with invoices. After the Sponsor pays incurred costs, copies of checks used to pay providers must be submitted to the Commission.

(B) It is understood and agreed by and between the parties that the Commission shall make no payment which could cause the aggregate of all payments under this Agreement to exceed ninety percent (90%) of the maximum state (Aviation Trust Fund) obligation stated in this Agreement or eighty-one percent (81%) of actual total eligible project cost, whichever is lower, until the Sponsor has met and/or performed all requirements of this grant Agreement to the satisfaction of the Commission.

(C) Within ninety (90) days of final inspection of the project funded under this grant, the Sponsor shall provide to the Commission a final payment request and all financial performance and other reports as required by the conditions of this grant.

(D) If the Commission determines that the Sponsor was overpaid, the

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amount of overpayment shall be remitted to the Commission.

(9) AUDIT OF RECORDS: The Sponsor must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at all reasonable times at no charge to the Commission and/or its designees or representatives during the period of this Agreement and any extension thereof, and for three (3) years from the date of final payment made under this Agreement.

(10) FINANCIAL SUMMARY: Upon request of the Commission, the Sponsor shall provide to the Commission a financial summary of the total funds expended. The summary must show the source of funds and the specific items for which they were expended.

(11) NONDISCRIMINATION CLAUSE: The Sponsor shall comply with all state and federal statutes applicable to the Sponsor 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 (Title 42 United States Code (**USC**) §2000d and §2000e, *et seq*.); and with any provision of the "Americans with Disabilities Act" (42 USC §12101, *et seq*.).

(12) CANCELLATION: The Commission may cancel this Agreement at any time for a material breach of contractual obligations by providing the Sponsor 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 Sponsor.

(13) LACK OF PROGRESS: Any lack of progress which significantly endangers substantial performance of the project within the specified time shall be deemed a violation of the terms of this Agreement. The determination of lack of progress shall be solely within the discretion of the Commission. The Commission shall notify the Sponsor in writing once such a determination is made.

(14) 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.

(15) APPLICALBE LAWS AND REGULATIONS: This Agreement shall be construed according to the laws of the State of Missouri. Each party shall comply with all applicable federal, state, and local laws, regulations, and ordinances. Additionally, each party shall adhere to all accepted industry standards, processes, and procedures relevant to the performance of their obligations under this Agreement. A violation of this paragraph constitutes a material breach of the Agreement.

(16) WORK PRODUCT: All documents, reports, exhibits, etc. produced by the Sponsor at the direction of the Commission and information supplied by the Commission shall remain the property of the Commission.

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(17) CONFIDENTIALITY: The Sponsor shall not disclose to third parties confidential factual matters provided by the Commission except as may be required by statute, ordinance or order of court, or as authorized by the Commission. The Sponsor shall notify the Commission immediately of any request for such information.

(18) NONSOLICITATION: The Sponsor warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Sponsor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Commission shall have the right to annul this Agreement without liability, or in its discretion, to deduct from this Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

(19) DISPUTES: Any disputes that arise under this Agreement shall be decided by the Commission or its representative.

(20) INDEMNIFICATION: To the extent allowed or imposed by law, the Sponsor shall defend, indemnify, and hold harmless the Commission, including its members and Missouri Department of Transportation ("MoDOT" or "Department") employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Sponsor's wrongful or negligent performance of its obligations under this Agreement.

(21) NOTIFICATION OF CHANGE: The Sponsor shall immediately notify the Commission of any change in conditions or law which may significantly affect its ability to perform the project in accordance with the provisions of this Agreement.

(22) 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 Sponsor and the Commission.

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

(24) BANKRUPTCY: Upon filing for any bankruptcy or insolvency proceeding by or against the Sponsor, whether voluntarily, or upon the appointment of a receiver, trustee, or assignee, for the benefit of creditors, the Commission reserves the right and sole discretion to either cancel this Agreement or affirm this Agreement and hold the Sponsor responsible for damages.

(25) COMMISSION REPRESENTATIVE: The Commission's chief 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.

(26) AIRPORT USE: The Sponsor agrees to operate the airport for the use and benefit of the public. The Sponsor further agrees that it will keep the airport open to all types, kinds, and classes of aeronautical use on fair and reasonable terms without discrimination between such types, kinds, and classes. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Commission. Otherwise, at no time shall the airport be closed to accommodate a non-aeronautical event or activity.

(27) SAFE OPERATION OF AIRPORT: The Sponsor agrees to operate and maintain in a safe and serviceable condition the airport and all connected facilities which are necessary to serve the aeronautical users of the airport other than facilities owned or controlled by the United States. The Sponsor further agrees that it will not permit any activity on the airport's grounds that would interfere with its safe use for airport purposes. Nothing contained in this Agreement shall be construed to require that the airport be operated for aeronautical uses during temporary periods when snow, ice, or other climatic conditions interfere with safe operations.

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

Executed by Sponsor on _____ (date).

Executed by Commission on _____ (date).

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

By:_____

Title:_____

Attest:

_____
Secretary to the Commission

Approved as to Form:

_____
Commission Counsel

CITY OF JOPLIN

By:_____

Title:_____

Attest:

By:_____

Title:_____

Approved as to Form:

By:_____

Title: _____

Ordinance No. _____

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CITY OF JOPLIN COUNCIL
AGENDA ITEM

ITEM
Council Bill 2026-107 – authorizing an agreement by and between the City of Joplin and Crawford, Murphy and Tilley (CMT) for an Aviation Project Consultant Agreement for a new Passenger Facility Charge (PFC) Application at the Joplin Regional Airport.

MEETING DATE
January 20, 2026

ORIGINATING DEPT
Public Works - Airport

ATTACHMENTS
Council Bill 2026-107; Agreement for Professional Services

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

SUMMARY
This Council Bill approves an agreement by and between the City of Joplin and Crawford, Murphy and Tilley (CMT) for Forty-Nine Thousand One Hundred Fifty-Five and 78/100 Dollars ($49,155.78) for an Aviation Project Consultant Agreement for a new Passenger Facility Charge (PFC) Application at the Joplin Regional Airport.

BACKGROUND
On April 1, 2003, the Joplin Regional Airport began collecting a Passenger Facility Charge (PFC) on all outgoing commercial passengers. The Airport's most recent PFC application was approved by the FAA on April 12, 2016. That application authorizes the imposition and use of PFCs at the $4.50 level.

The current PFC program for the Airport expires on June 1, 2026. This application supports various capital improvement projects to enhance safety, capacity, and airport infrastructure. The application and approval process involves an extensive application to vet the projects through FAA approval. These collected funds are used as the City's reimbursement portion of FAA Grant funded projects. The PFC Application program was listed under the scope of work for the selection of the Airport Engineer. CMT has prepared a agreement in the not to exceed amount of $49,155.78 for the program.

FUNDING SOURCE
This item includes a budget amendment to the Airport Fund.

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

COUNCIL BILL NO. 2026-107 **ORDINANCE NO.**

AN ORDINANCE authorizing the acceptance of an agreement by and between the City of Joplin and Crawford, Murphy and Tilley for an Aviation Project Consultant Agreement for a new Passenger Facility Charge (PFC) Application at the Joplin Regional Airport in the not to exceed amount of Forty-Nine Thousand One Hundred Fifty-Five and 78/100 Dollars ($49,155.78); authorizing the City Manager or his designee to execute this agreement by and on behalf of the City of Joplin; amending the Annual Budget of the City of Joplin for the Fiscal Year 2025-2026 as adopted by Ordinance 2025-143 on October 20, 2025; and, setting an effective date.

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

Section 1. That the agreement by and between the City of Joplin and Crawford, Murphy & Tilly, Inc., for an Aviation Project Consultant Agreement for a new Passenger Facility Charge (PFC) Application not to exceed the amount of Forty-Nine Thousand One Hundred Fifty-Five and 78/100 Dollars ($49,155.78); a true and accurate copy of said agreement being attached hereto and incorporated herein as Exhibit "A", is hereby approved.

Section 2. That the City Manager or his Designee is hereby authorized and directed to execute said agreement, or agreement in substantially similar form, by and on behalf of the City of Joplin with Crawford, Murphy & Tilly, Inc.

Section 3. That upon the final approval and acceptance of the consultant's work under said contract, in substantial conformance with the attached agreement, in writing to the Director of Public Works and his certification to the effect to the Director of Finance, the consultant shall be paid from the Airport Fund of FY 2026.

Section 4. That fiscal year 2025-2026 budgeted appropriations as adopted by Ordinance 2025-143 be amended by increasing appropriations by the total amount of Forty-Nine Thousand One Hundred Fifty-Six Dollars and No Cents ($49,156.00).

Section 5. That the Director of Finance is hereby directed to make all necessary entries on the City records to show the increase in appropriations.

Section 6. That this Council Bill shall have an effective date of February 3rd, 2026.

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

_____, 2026, by a _____ vote.

_____

Keenan T. Cortez, Mayor

COUNCIL BILL NO. 2026-107 cont.

ATTEST:

_____

Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

2025 STANDARD AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT made between ____City of Joplin, Missouri_____, whose address is 602 S Main St, Joplin, MO 64801, hereinafter called the **CLIENT** and Crawford, Murphy & Tilly, Inc., Consulting Engineers, 2750 West Washington Street, Springfield, Illinois 62702, hereinafter called the **ENGINEER**.

WITNESSETH, that whereas the **CLIENT** desires the following described professional engineering, land surveying or architectural services: New Passenger Facility Charges (PFC) Application for Joplin Regional Airport (JLN)

NOW THEREFORE, the **ENGINEER** agrees to provide the above described services and the **CLIENT** agrees to compensate the **ENGINEER** for these services in the manner checked below:

☐ On a time and expense basis in accordance with the attached Schedule of Hourly Charges which is subject to change at the beginning of each calendar year. Reimbursable direct expenses will be invoiced at cost. Professional or Subconsultant services performed by another firm will be invoiced at cost plus ten percent.

☒ At the lump sum amount of $49,155.78.

IT IS MUTUALLY AGREED THAT, payment for services rendered shall be made monthly in accordance with invoices rendered by the **ENGINEER**.

IT IS FURTHER MUTUALLY AGREED:

The **CLIENT** and the **ENGINEER** each binds himself, his partners, successors, executors, administrators and assignees to each other party hereto in respect to all the covenants and agreements herein and, except as above, neither the **CLIENT** nor the **ENGINEER** shall assign, sublet or transfer any part of his interest in this **AGREEMENT** without the written consent of the other party hereto. This **AGREEMENT**, and its construction, validity and performance, shall be governed and construed in accordance with the laws of the State of Illinois. This **AGREEMENT** is subject to the General Conditions attached hereto.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals this 29 day of October, 2025.

CLIENT:	**ENGINEER:**
City of Joplin, MO	**CRAWFORD, MURPHY & TILLY, INC.**
(Client Name)	
	Douglas R. Gregory
(Signature)	(Signature)
Dan Johnson, Director of Public Works	**Doug Gregory - Manager Aviation Planning & Business Development Lead**
(Name and Title)	(Name and Title)
	10/29/2025
Date	Date

CMT Job No. 25008212.00

STANDARD GENERAL CONDITIONS
Crawford, Murphy & Tilly, Inc.

1. Standard of Care

In performing its professional services hereunder, the **ENGINEER** will use that degree of care and skill ordinarily exercised, under similar circumstances, by members of its profession practicing in the same or similar locality. No other warranty, express or implied, is made or intended by the **ENGINEER'S** undertaking herein or its performance of services hereunder.

2. Reuse of Document

All documents including Drawings and Specifications prepared by **ENGINEER** pursuant to this Agreement are instruments of service. They are not intended or represented to be suitable for reuse by **CLIENT** or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by **ENGINEER** for the specific purpose intended will be at **CLIENT'S** sole risk and without liability or legal exposure to **ENGINEER**; and **CLIENT** shall indemnify and hold harmless **ENGINEER** from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom.

3. Termination

This Agreement may be terminated by either party upon seven days prior written notice. In the event of termination, the **ENGINEER** shall be compensated by the client for all services performed up to and including the termination date, including reimbursable expenses, and for the completion of such services and records as are necessary to place the **ENGINEER'S** files in order and/or to protect its professional reputation.

4. Parties to the Agreement

The services to be performed by the **ENGINEER** under this Agreement are intended solely for the benefit of the **CLIENT**. Nothing contained herein shall confer any rights upon or create any duties on the part of the **ENGINEER** toward any person or persons not a party to this Agreement including, but not limited to any contractor, subcontractor, supplier, or the agents, officers, employees, insurers, or sureties of any of them.

5. Construction and Safety

The **ENGINEER** shall not be responsible for the means, methods, procedures, techniques, or sequences of construction, nor for safety on the job site, nor shall the **ENGINEER** be responsible for the contractor's failure to carry out the work in accordance with the contract documents.

6. Payment

Payment for services rendered shall be made monthly in accordance with invoices rendered by the **ENGINEER**. If payment is to be on a lump sum basis, monthly payments will be based on the portion of total services completed during the month. Invoices, or any part thereof, which are not paid within 30 days after the date of issue shall bear interest at the rate of 1-1/2% for each month or fraction thereof from the date 30 days after issue to time of payment. **CLIENT** will pay on demand all collection costs, legal expenses and attorneys' fees incurred or paid by **ENGINEER** in collecting payment, including interest, for services rendered.

7. Indemnification for Release of Pollutants

If this project does not involve pollutants, this provision will not apply. This provision may not be deleted if the project involves pollutants.

If, due to the nature of the service covered under this Agreement including the potential for damages arising out of the release of pollutants, **CLIENT** agrees that in the event of one or more suits or judgments against **ENGINEER** in favor of any person or persons, or any entity, for death or bodily injury or loss of or damage to property or for any other claimed injury or damages arising from services performed by **ENGINEER**, **CLIENT** will indemnify and hold harmless **ENGINEER** from and against liability to **CLIENT** or to any other persons or entities irrespective of Engineer's compensation and without limitation. It is understood that the total aggregate liability of **ENGINEER** arising from services performed by **ENGINEER** shall in no event exceed $50,000 or the total compensation received under this agreement whichever is greater, irrespective of the number of or amount of such claims, suits, or judgments.

8. Risk Allocation ☐ Check box if this does not apply

The total liability, in the aggregate, of the **ENGINEER** and **ENGINEER'S** officers, directors, employees, agents and consultants, and any of them, to **CLIENT** and anyone claiming by, through or under **CLIENT**, for any and all injuries, claims, losses, expenses or damages arising out of the **ENGINEER'S** services, the project or this agreement, including but not limited to the negligence, errors, omissions, strict liability or breach of contract of **ENGINEER** or **ENGINEER'S** officers, directors, employees, agents or consultants, or any of them, shall not exceed the total compensation received by **ENGINEER** under this agreement, or the total amount of $50,000, whichever is greater.

9. Project Schedule and Scope

Based on the schedule objectives provided by **CLIENT, ENGINEER** will develop a schedule of important milestones as necessary for the project for **CLIENT'S** review and approval. **ENGINEER** will monitor performance of services for conformance with the schedule and will notify **CLIENT** of any necessary changes to or deviations from the schedule. Where required by approved project schedule, **ENGINEER** will present the required deliverables and complete the required tasks at the appropriate intervals for **CLIENT'S** review and approval prior to payment.

Scope of Work

Passenger Facility Charges (PFC) Application for Joplin Regional Airport

1.1. Introduction

Joplin Regional Airport (JLN) currently holds an active **Passenger Facility Charge (PFC)** application, which authorizes the collection of PFCs from enplaning passengers to fund eligible airport improvement projects. According to the most recent PFC documentation, the airport's authority to collect under the existing application is **set to expire on June 1, 2026**. In anticipation of this expiration, and to ensure no gap in collection authority, the City of Joplin has requested consultant support to prepare and submit a new PFC application to the Federal Aviation Administration (FAA).

A PFC application outlines the projects an airport intends to fund with PFC revenue and must be reviewed and approved by the FAA. The process involves identifying eligible projects, estimating costs and anticipated collections, coordinating with airlines, and submitting the required documentation. Keeping a current and active PFC application allows the airport to continue leveraging PFC revenues as a flexible and valuable local funding source for capital improvements.

The purpose of this project is to assist the Airport in developing and submitting a new PFC application that aligns with the Airport's capital improvement priorities and FAA requirements, while maintaining uninterrupted PFC collection authority.

This application will focus on completed projects not previously included in the current PFC application. The Sponsor intends to use PFC revenue to reimburse itself for the local match associated with these past improvements, in accordance with current FAA PFC policy.

1.2. Existing PFC Background

Joplin Regional Airport's most recent PFC application (Application No. 16-02-C-00-JLN) was approved by the FAA on April 12, 2016. This application authorized the **Impose and Use** of Passenger Facility Charges at the $4.50 level, with a total approved cumulative revenue amount of **$2,139,960**. The charge became effective on **June 1, 2016**, and is scheduled to **expire on June 1, 2026**, unless a new application is submitted and approved before that date.

The current PFC application supports various capital improvement projects to enhance safety, capacity, and airport infrastructure. The following projects were approved for funding under the June 1, 2016, application:

- Construct Taxiway D Relocation – Phase 1A
- Construct Taxiway D Relocation – Phase 1B
- Construct Terminal Building – Phase 1
- Construct Terminal Building – Phase 2
- Construct Terminal Building – Phase 3 and Acquire Safety Equipment
- Construct Terminal Building – Phase 4
- Construct Service Road
- Update Airport Master Plan
- Install Runway Guidance Signs
- Install Runway Lighting for Runway 13/31
- Install Perimeter Fencing
- Acquire Emergency Generator – Phase 1
- Acquire Emergency Generator – Phase 2
- Acquire Aircraft Rescue and Fire Fighting (ARFF) Vehicle
- Install Additional Runway Guidance Signs
- PFC Application Preparation

These projects collectively contributed to major terminal upgrades, improved airfield safety and compliance, and supported the Airport's long-term planning needs.

With JLN's upcoming collection authority expiration, preparing a new PFC application will allow the Airport to continue leveraging this important funding source for future eligible improvements.

1.3. Project Scope and Fee Preparation

The Consultant will prepare a detailed scope of services and fee proposal for the development and administration of a new Passenger Facility Charge (PFC) application at Joplin Regional Airport (JLN). This task will be completed in accordance with current FAA Advisory Circulars, Federal Aviation Regulations (FAR), and FAA Orders, and will be based on initial coordination with the Sponsor and FAA.

Project parameters will be established through preliminary discussions, including virtual calls and/or meetings with the Sponsor, to confirm anticipated project needs and scheduling considerations. Each task within the scope of services will be defined to reflect the appropriate level of detail required for successful completion of the PFC application.

The Consultant will evaluate staffing needs and estimate the level of effort (person-hours) by personnel classification for each task. Direct expenses such as travel, printing, and subconsultant services will be identified (if applicable), and a fee proposal will be prepared that reflects both labor and reimbursable costs.

This task includes efforts to mobilize the project, including the development of internal work plans and, if necessary, the preparation and execution of any subconsultant agreements. The resulting scope and fee will form the basis for the final contract amendment or task order for the full application process.

1.4. Project Formulation and Coordination

Following the execution of the scope and fee, the Consultant will initiate the PFC application effort by conducting early coordination with the Sponsor and the FAA. This task focuses on refining the application strategy and ensuring alignment between eligible projects, financial planning, and FAA expectations.

The Consultant will review JLN's current PFC financial status, audit history, and any remaining collection authority, and will work with the Sponsor to validate project eligibility based on the Capital Improvement Plan (CIP) and current FAA criteria. A virtual kickoff meeting will be held to confirm goals, timeline, and coordination needs for the full application effort.

Tasks under this section include:

- Confirm PFC program goals, charge level, and desired collection period
- Finalize the list of projects to be included in the application
- Verify the current status of prior PFC collections, disbursements, and authority
- Refine schedule and communication protocols with the Sponsor and FAA
- Initiate coordination with the internal team and the FAA points of contact

1.4.1. Preliminary List of Proposed Projects

To ensure alignment on the scope and scale of the upcoming PFC application, the following section outlines the approach for identifying candidate projects for inclusion. Based on the Sponsor's current PFC collection strategy, the City uses PFC revenue to reimburse itself for the local match associated with eligible capital improvement projects. This approach allows the Sponsor to recover its local share of FAA-funded projects after completion.

This scope assumes the Sponsor will continue this reimbursement strategy. As such, the new PFC application will focus on completed projects that were not included in the current PFC application (approved in 2016) and for which the Sponsor is eligible to seek reimbursement. These projects will be evaluated for PFC eligibility and, if appropriate, included in the new application with supporting justifications.

The preliminary list of completed projects anticipated for inclusion is presented in the table below.

ANTICIPATED PROJECTS FOR INCLUSION:

Years	Project Name	Project Elements
2015–2018	Relocation of Taxiway C and Construction of New Taxiway F	Design, CM, Construction
2018–2019	Reconstruction of Taxiway D North of General Aviation Apron	Design, CM, Construction
2019–2022	Reconstruct Runway 18-36	Design, CM, Construction
2019–2021	Reconstruction and Realignment of Dennis Weaver Drive	Design, CM, Construction
2023–2025	Rehabilitation of Runway 13-31 and ADD Alternative Rehabilitate Taxiway E	Design, CM, Construction
2022–2025	ARFF Building	Design, CM, Construction
2024–2025	ATCT Equipment Upgrade	Design, CM, Construction
2024–2025	ATCT Airport Lighting Control and Monitoring System (ALCMS) Upgrade	Design, CM, Construction
2024–2025	Terminal Area Master Plan (TAMP) Update (Terminal Expansion/Standards Update)	Planning Report
2025-2026	Replace Two Passenger Boarding Bridges	Design, CM, Construction

CM = Construction Management

Each project will be reviewed for eligibility under current FAA PFC guidance. Projects deemed eligible will be included in the new application with appropriate justification in accordance with FAA Order 5500.1 and 14 CFR Part 158.

1.5. Existing PFC Reconciliation (If Applicable)

If necessary, the Consultant will assist in reconciling existing PFC applications. This includes verifying project status (e.g., completed, ongoing, or canceled), aligning FAA System of Airports Reporting (SOAR) data, and ensuring that financial close-out and reporting are accurate and complete. This task ensures the integrity of the airport's historical PFC records prior to submitting a new application.

Reconciliation efforts may include:

- Reviewing PFC collections, disbursements, and interest earned
- Verifying physical and financial completion dates for approved projects
- Coordinating updates in the FAA's SOAR database
- Identifying any remaining balances or amendments required for prior applications

1.6. PFC Collection Analysis

To support the development of this reimbursement-based PFC application, the Consultant will analyze JLN's remaining PFC collection authority and estimated revenue capacity. This task will include reviewing historical and forecasted enplanement levels to determine the total amount of PFC revenue that may be reasonably collected through the expiration of the next application period.

1.7. Project Justification

The Consultant will prepare FAA-compliant justification narratives for each proposed project in the application. These will demonstrate how each project meets eligibility criteria by preserving or enhancing airport safety, capacity, security, or reducing noise impacts. Each justification will be framed in the context of retrospective reimbursement and will include documentation of project eligibility, actual implementation, and cost basis.

Tasks include:

- Preparing a written justification for each proposed project
- Aligning narratives with FAA Order 5500.1 (Passenger Facility Charge) guidance
- Coordinating with the Sponsor to confirm project intent and readiness

1.8. Draft PFC Application Preparation

The Consultant will prepare the draft PFC application once the project list and justifications are developed. This includes completing required forms and attachments and coordinating with the FAA prior to initiating airline consultation.

As this application will only include completed projects, all documentation, including Form 5500-1 and project attachments, will reflect actual costs, completion dates, and reimbursement amounts, consistent with FAA guidance for 'impose and use' applications for prior work.

Application components will include:

- FAA Form 5500-1
- Attachment A: Airport CIP Summary
- Attachment C: Air Carrier Consultation Information
- Attachment D: Request to Exclude Carrier Classes (if applicable)
- Attachment E: Alternative Use Projects (if applicable)
- Attachment H: Notice of Intent (if applicable)
- Signed PFC Assurances

1.9. Air Carrier Consultation

In accordance with FAA requirements, the Consultant will coordinate and conduct the air carrier consultation process. This includes preparing the consultation packet, organizing a virtual meeting with all affected carriers, and documenting carrier responses and feedback.

Key responsibilities:

- Identify carriers with >1% annual enplanements using Air Carrier Activity Information System (ACAIS) data
- Draft and coordinate the consultation letter and supporting materials, including:
  - A description of projects being considered for funding by PFCs
  - The PFC charge level, the proposed charge effective date, the estimated charge expiration date, and the estimated total PFC revenue
  - The date and location (or virtual meeting access) at which the Sponsor will present proposed projects to the air carriers
- Support the Sponsor during the virtual consultation meeting
- Prepare visual materials (slides or exhibits) for use during the consultation meeting, if requested
- Prepare a summary of consultation responses and discussion, including:
  - A list of notified carriers
  - A record of carriers acknowledging receipt of the notice
  - A list of carriers that attended the meeting
  - A summary of substantive comments received and the Sponsor’s rationale for proceeding

The Sponsor will be responsible for obtaining the mailing addresses of applicable carriers. Mailing of the consultation notices will be completed by either the Sponsor or the Consultant, depending on the Sponsor's preference.

1.10. Public Notice

The Consultant will prepare a 30-day public notice describing the proposed PFC projects, charges, and revenue estimates. The notice will allow the public to submit comments in compliance with 14 CFR §158.24 (Notice and opportunity for public comment).

Tasks include:

- Drafting the public notice language
- Including project descriptions, justification, and revenue details
- Coordinating with the Sponsor to post the notice on the airport's website and/or local newspaper
- Summarizing and responding to public comments, if received

1.11. Environmental and Airspace Review Coordination

FAA requires that any project listed in a PFC application must have appropriate environmental and airspace clearances. Because the new PFC application will only include projects that have already been completed, no additional NEPA or airspace documentation is anticipated.

As part of this task, the Consultant will document the environmental and airspace clearances that were obtained for each project at the time of its original implementation. This documentation will confirm that the necessary approvals were in place when the projects were executed.

If any documentation is not readily available, the Consultant will coordinate with the Sponsor and FAA to confirm the project's historical clearance status. No new CatEx or environmental processing is included in this scope.

1.12. Submittal of Draft and Final PFC Application

Following consultation, the Consultant will submit the draft application package to the FAA for review and comment. One virtual review meeting will be scheduled to address FAA feedback and incorporate any requested revisions prior to submitting the final version.

Tasks include:

- Coordinating the electronic submittal of the draft application
- Attending a virtual FAA review meeting
- Revising the application in response to comments
- Preparing and submitting the final version upon FAA determination of completeness

1.13. Airline Notification Letters

Once the FAA issues a Record of Decision (ROD), the Consultant will prepare airline notification letters outlining the approved collection authority, effective dates, and remittance instructions.

This will include:

- Drafting formal notification letters in accordance with FAA guidance
- Including key details: charge level, effective/expiration dates, and reporting instructions
- Coordinating with the Sponsor to distribute the letters to air carriers

After the content of the Airline Notification Letter is reviewed and approved by the FAA, it will be provided to the Sponsor. The Sponsor will be responsible for obtaining the mailing addresses, and the actual mailing of the notification letters to the air carriers will be performed by the Sponsor or the Consultant, as preferred by the Sponsor.

1.14. FAA Coordination and Project Administration

Throughout the project, the Consultant will provide ongoing coordination and communication with the FAA to ensure the PFC application process remains aligned with regulatory expectations. This includes responding to FAA requests, submitting documentation at key milestones, and ensuring all deliverables meet FAA requirements.

FAA Coordination tasks will include:

- Project scope review and eligibility check-ins
- Review of public notices, air carrier consultation letters, and materials
- Submission and review of draft application materials
- Final application completeness review, including response to airline comments and feedback received during Federal Register circulation

In addition to FAA coordination, the Consultant will perform standard project administration tasks necessary to support the successful delivery of the PFC application. These tasks include internal team coordination, schedule and budget tracking, quality control, and documentation management.

1.15. Deliverables and QA/QC

As part of this scope of services, the Consultant will prepare and deliver the following items to the Sponsor and/or FAA as required. **All deliverables will undergo internal quality assurance and quality control (QA/QC) review before submission** to ensure compliance with FAA guidance, accuracy of content, and consistency across documents.

- Final Scope of Work and Fee Proposal
- Existing PFC Reconciliation Summary (if applicable)
- PFC Collection Capacity and Financial Analysis Report
- Project Justification Narratives
- Draft PFC Application Package, including:
  - FAA Form 5500-1
  - Attachments A, C, D, E, and H (as applicable)
  - PFC Assurances
- Air Carrier Consultation Packet and Meeting Summary
- Public Notice Language and Summary of Public Comments
- Environmental and Airspace Clearance Verification Summary (confirming that all proposed projects were previously cleared; no new documentation required)
- Draft and Final PFC Application Submittals to FAA
- Airline Notification Letters (following FAA approval)

All deliverables will be coordinated with the Sponsor and submitted electronically unless otherwise requested.

EXHIBIT IV

DERIVATION OF CONSULTANT PROJECT COSTS

JOPLIN REGIONAL AIRPORT

JOPLIN, MISSOURI

PFC APPLICATION

SUMMARY OF COSTS

October 9, 2025

		Fee	Hours
Preliminary		$49,155.78	263
Design		$0.00	0
Bidding		$0.00	0
Special Services		$0.00	0
	Total	**$49,155.78**	**263**

EXHIBIT IV

DERIVATION OF CONSULTANT PROJECT COSTS

JOPLIN REGIONAL AIRPORT
JOPLIN, MISSOURI
PFC APPLICATION
PRELIMINARY, DESIGN AND BIDDING PHASE AND SPECIAL SERVICES
October 9, 2025

1 DIRECT SALARY COSTS:

TITLE	HOURS	RATE/HOUR	COST ($)
Principal	24	$80.71	$1,937.04
Project Manager	0	$65.22	$0.00
Senior Civil Engineer	14	$55.61	$778.54
Project Civil Engineer	0	$46.23	$0.00
Civil Engineer	0	$37.96	$0.00
Senior Planner	217	$58.09	$12,605.53
Project Planner	0	$45.72	$0.00
Specialty Engineer	0	$37.07	$0.00
Senior Technician	8	$50.48	$403.84
Project Technician	0	$38.94	$0.00
Admin	0	$29.98	$0.00
	263		

Total Direct Salary Costs = $15,724.95

2 LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:

2a Percentage of Direct Salary Costs @ 167.80 % = $26,386.47
2b FCCM Rate (Optional) @ 0.54 % $84.91

3 SUBTOTAL:
Items 1 and 2 = $42,196.33

4 PROFIT:
15 % of Item 3 Subtotal = $6,329.45

Subtotal $48,525.78 Lump Sum

5 OUT-OF-POCKET EXPENSES:

a. Mileage	900 Miles @	$0.700	/ Mile =	$630.00	
b. Meals	0 Days @	$45.00	/ Day =	$0.00	
c. Motel	0 Nights @	$112.00	/ Night=	$0.00	per GSA.gov, plus taxes

Total Out-of-Pocket Expenses = $630.00

Subtotal $49,155.78 Lump Sum

6 SUBCONTRACT COSTS:

= $0.00
= $0.00
= $0.00 Not To Exceed

7 MAXIMUM TOTAL FEE:

Items 1, 2, 3, 4, 5 and 6 = $49,155.78 Not To Exceed

Exhibit V

JOPLIN REGIONAL AIRPORT
JOPLIN, MISSOURI

BASIC AND SPECIAL SERVICES
PFC APPLICATION

October 9, 2025

Classification: Gross Hourly Rate:		Principal $249.06	Project Manager $201.26	Senior Civil Engineer $171.61	Project Civil Engineer $142.66	Civil Engineer $117.14	Senior Planner $179.26	Project Planner $141.09	Specialty Engineer $114.39	Senior Technician $155.78	Project Technician $120.17	Admin $92.52	Other Costs
A. BASIC AND SPECIAL SERVICES													
1. Project Scope and Fee Preparation		1					35						
2. Project Formulation and Coordination		1		1			12						
3. Existing PFC Reconciliation (If Applicable)		1					10						
4. PFC Collection Analysis		2		2			16						
5. Project Justification		2		2			32			3			
6. Draft PFC Application Preparation		1		2			20			3			
7. Air Carrier Consultation		2					8						
8. Public Notice		1					10			2			
9. Environmental and Airspace Review Coordination		1		2			8						
10. Submittal of Draft and Final PFC Application		1		1			20						
11. Airline Notification Letters		1					10						
12. FAA Coordination and Project Administration		8		2			20						
13. Deliverables and QA/QC		2		2			16						
Total hours =	263	24	0	14	0	0	217	0	0	8	0	0	(1,2,3,4,5)
Total =	$49,155.78	$5,977.53	$0.00	$2,402.50	$0.00	$0.00	$38,899.53	$0.00	$0.00	$1,246.21	$0.00	$0.00	$630.00
2. Design Phase:													
Total hours =	0	0	0	0	0	0	0	0	0	0	0	0	(1,2,3,4,5)
Total =	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
3. Bidding Phase:													
Total hours =	0	0	0	0	0	0	0	0	0	0	0	0	(1,2,3,4,5)
Total =	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
4. Special Services :													
Total hours =	0	0	0	0	0	0	0	0	0	0	0	0	(1,2,3,4,5)
Total =	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00

TOTAL =	$49,155.78

(1) Mileage, Motel and Meals
(2) Equipment, Materials and Supplies
(3) Computer Services
(4) Vendor Services
(5) Printing and Shipping

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2026-500 – Approval of a Real Estate Contract

MEETING DATE
January 20, 2026

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2026-500 Ordinance; Exhibit "A" Real Estate Purchase Contract; Map of 1304 Kentucky Avenue; Bid Tabulation

REVIEWED BY
Department Head: Leslie Haase; City Attorney: Peter Edwards; City Manager: Nick Edwards

SUMMARY
This Council Bill approves a real estate contract for the sale of one parcel located at 1304 Kentucky Avenue.

BACKGROUND
The City offered several pieces of buildable surplus property for sale with a bid opening of January 5, 2026. The properties were listed with a minimum bid price based on the appraised value as set forth in the City's land policy.

The City received three bids for 1304 Kentucky Avenue, which had a minimum bid price of $4,320.00. The highest bidder withdrew his bid. Therefore, Land Scout, LLC. submitted the best bid with a sales price of $5,003.00. The property is currently zoned R-3 and contains approximately 6,000 square feet of land.

The City will complete the sale of this parcel on or before April 6, 2026.

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

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

COUNCIL BILL NO. 2026-500 **ORDINANCE NO.**

AN ORDINANCE approving the Real Estate Contract by and between the City of Joplin, Missouri, a Municipal Corporation, and Land Scout, LLC., for the sale of one parcel located at 1304 Kentucky Avenue, totaling approximately 6,000 square feet of land; and authorizing the City Manager to execute the same by and on behalf of the City of Joplin; and setting a date when this Ordinance shall become effective.

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

Section 1. That the Real Estate Contract, in the amount of Five Thousand Three Dollars and No Cents ($5,003.00), by and between the City of Joplin, Missouri, a Municipal Corporation, and Land Scout, LLC., for the sale of one parcel located at 1304 Kentucky Avenue, totaling approximately 6,000 square feet of land, a true and accurate copy of the same being attached hereto and incorporated herein as Exhibit "A", be and the same is hereby approved.

Section 2. That the property is described as "JC COX JRS FOURTH ADDITION LOT 119, a part of the City of Joplin, Jasper County, Missouri. Zoned R3."

Section 3. That the City Manager is hereby authorized and directed to execute said Contract, in substantially similar form, by and on behalf of the City of Joplin, Missouri.

Section 4. That this Ordinance shall become effective on February 3, 2026.

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

of _____, 2026.

_____
Keenan T. Cortez, Sr., Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

EXHIBIT "A"

REAL ESTATE CONTRACT

THIS CONTRACT entered into this _____ day of _____ 2026, by and between **City of Joplin, Missouri,** a constitutionally chartered Missouri municipal corporation, hereinafter referred to as the **"Seller"** and Land Scout, LLC, hereinafter referred to as the **"Buyer".**

W I T N E S S E T H :

1. SALE AND PURCHASE. For and in consideration of the mutual obligations of the parties hereto, the Seller agrees to sell, and the Buyer agrees to buy, upon the terms and conditions hereinafter set out, located at 1304 Kentucky Avenue, the real estate described as follows:

> "JC COX JRS FOURTH ADDITION LOT 119, a part of the City of Joplin, Jasper County, Missouri. Containing 6,000 square feet, more or less (Currently zoned R-3)."

2. PURCHASE PRICE. The purchase price to be paid by the Buyers therefor is Five Thousand Three Dollars ($5,003.00). The purchase price shall be payable at closing in cash or by cashier's check.

3. CONVEYANCE FORM. The Seller shall convey said real estate to Buyer by Quit Claim Deed, free and clear of all interest, liens, and encumbrances, except as stated herein.

4. EXCEPTIONS. The real estate shall be conveyed subject to the following:

a) Special assessments made prior to the execution of this contract and becoming a lien thereafter;

b) Zoning ordinances in effect at the date of the signing of this contract;

c) Easements, public or private, of record or not of record, which are clearly apparent to the ordinary person upon ordinary inspection of the premises; and

d) General taxes, state, county, and city, for the year of closing and subsequent years; and such other restrictions and easements of record as will not materially impair the use of improvements on the real estate. Taxes for the year in which this contract is closed shall be prorated to the date of closing.

5. CLOSING. The parties agree that CB Title Company shall be used as the title company for this closing. If the title is deemed good, the closing of this contract shall take place at CB Title on or before April 6, 2026, at which time all monies and papers shall be delivered and all other things called for by this contract at the time of closing, shall be done. Buyer shall pay all title commitment, title insurance, all closing cost and related fees and recording fees. Buyer shall request the title commitment once this contract is fully executed.

6. POSSESSION. Possession shall be delivered to the Buyer at the closing of this

contract. All rents and deposits on the premises shall be transferred to Buyer at closing.

7. CONDITION OF PROPERTY. The Buyer has inspected and carefully examined the improvements located on the real estate and takes the real estate and improvements located thereon "AS IS", and neither the Seller nor any person on Seller's behalf has made, and does not make, any representations, warranties, or agreements as to the value, condition, quality, or suitability of said real estate or improvements.

8. IMPROVEMENTS. All improvements now on the above-described real estate shall be delivered to the Buyer at the time of closing in as good condition as they are now in at the time of this contract, ordinary wear and tear excepted; provided, however, if prior to the closing, any of the principal improvements be materially damaged, the Seller shall forthwith give the Buyer written notice thereof; and either party at their election, may void this contract by giving written notice thereof to the other party within five (5) days of receipt of the notice, or prior to the closing, whichever time first occurs, in which case this contract shall be null and void.

9. REPRESENTATIONS/WARRANTIES.

a) Seller covenants and represents to Buyer, which covenants shall be true and accurate at the time of closing, as follows:

1. Seller is a duly organized, validly existing municipality, and is in good standing under the laws of the State of Missouri and is possessed and vested with full power and authority to enter into and consummate, this Contract and to perform Seller's obligations hereunder.

2. The Joplin City Council and/or its duly authorized representatives must approve the transactions contemplated by this Contract, and the authorized representative of Seller has the authorization to execute this Contract and to do all other such acts and to take such other action as may be necessary to consummate this Contract, upon Council approval.

3. This Contract is a valid and binding agreement, enforceable in accordance with its terms.

4. There are no leases, tenancies or other rental arrangements pertaining to any portion of the property, and Seller owns fee simple title to the Property and has full right and lawful authority to enter into and perform Seller's obligations under this Contract.

b) Buyer covenants, represents, and warrants to Seller, as follows:

1. Buyer, is authorized to enter into this Contract and complete the transactions contemplated hereunder.

2. This Contract is a valid and binding agreement, enforceable in accordance with its terms.

10. RIGHT OF ENTRY. Prior to the Closing Date, with reasonable notice to Seller, Seller hereby authorizes Buyer, its assigns, successors in interest, agents, representatives, and consultants, sub-contractors, and prospective tenants, and their agents, representatives, and consultants, and sub-contractors, to enter the Property in order to investigate and inspect the Property and to perform any such tests they deem appropriate.

11. HOLD HARMLESS.

a) Seller hereby agrees to hold Buyer harmless against and from any and all loss, suits, causes of action, proceedings, costs, damages, liabilities and expense arising from the breach of any of Seller's representations, warranties, covenants or agreements herein contained. Such costs and expenses shall include, without limitation, attorneys' fees and costs of litigation arising out of or relating to Seller's breach.

b) Buyer hereby agrees to hold Seller harmless against and from any and all loss, suits, causes of action, proceedings, costs, damages, liabilities and expense arising from the breach of any of Buyer's representations, warranties, covenants or agreements herein contained, and from any injury or damage to Buyer, or its agents which occur upon, or at the property, during the inspection period. Such costs and expenses shall include, without limitation, attorneys' fees and costs of litigation arising out of or relating to Buyer's breach.

12. CLOSING REQUIREMENTS. Closing shall occur after approval of title commitment, as described hereinabove.

a) At closing, Seller shall do the following:

1. Duly execute, acknowledge and deliver to Buyer, a Quit Claim Deed conveying the Property to Buyer, free and clear of all liens, claims, pledges and encumbrances.

b) At closing, Buyer shall do the following:

1. Execute and provide at closing, all documents reasonably required by the City for closing.

2. Tender payment at closing for the purchase price and all associated closing costs described herein.

13. ASSIGNMENT. Neither party shall have the right and authority to assign this Contract without the other’s consent.

14. ENTIRE AGREEMENT. This Contract constitutes the entire agreement between the parties with respect to the subject matter hereof and there are no oral representations, warranties, conditions or agreements, expressed or implied, other than those expressly set forth herein. This Contract supersedes all previous negotiations, agreements and the like. No modifications to this Contract shall be effective unless in writing and signed by all parties to this Contract.

15. BINDING EFFECT. The terms, provisions, covenants, and conditions in this Contract shall apply to, and inure to, the benefit of, and be binding upon, the parties hereto and their respective successors in interest and assigns as herein permitted.

16. GOVERNING LAW. This Contract shall be governed by, and constructed in accordance with, the laws of the State of Missouri.

17. TIME. Time is of the essence of this Contract and each and every obligation of Seller under this Contract.

18. POSSESSION. The Seller shall provide Buyer full and exclusive possession upon closing, free and clear of any leases, written or oral, concerning the premises.

19. CONTINGENT UPON APPROVAL. This contract is contingent upon Buyer obtaining approval of this contract by its City Council, which Buyer shall obtain within thirty (30) days of the execution of the contract.

20. EARNEST MONEY. The parties agree that no earnest money shall be paid to the Seller to secure Buyer's performance of this Agreement.

21. REALTOR OR BROKER. Neither party has utilized a real estate agent or broker for this real estate contract.

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

City of Joplin Missouri, a

Missouri Municipal Corporation

By_____

Nicholas Edwards, City Manager
"SELLER"

Land Scout, LLC

By: _____

Brit Hale, Owner
"BUYER"

Attest:

By_____

Holly Nagy, City Clerk

Approved as to Form:

By_____

Peter C. Edwards, City Attorney

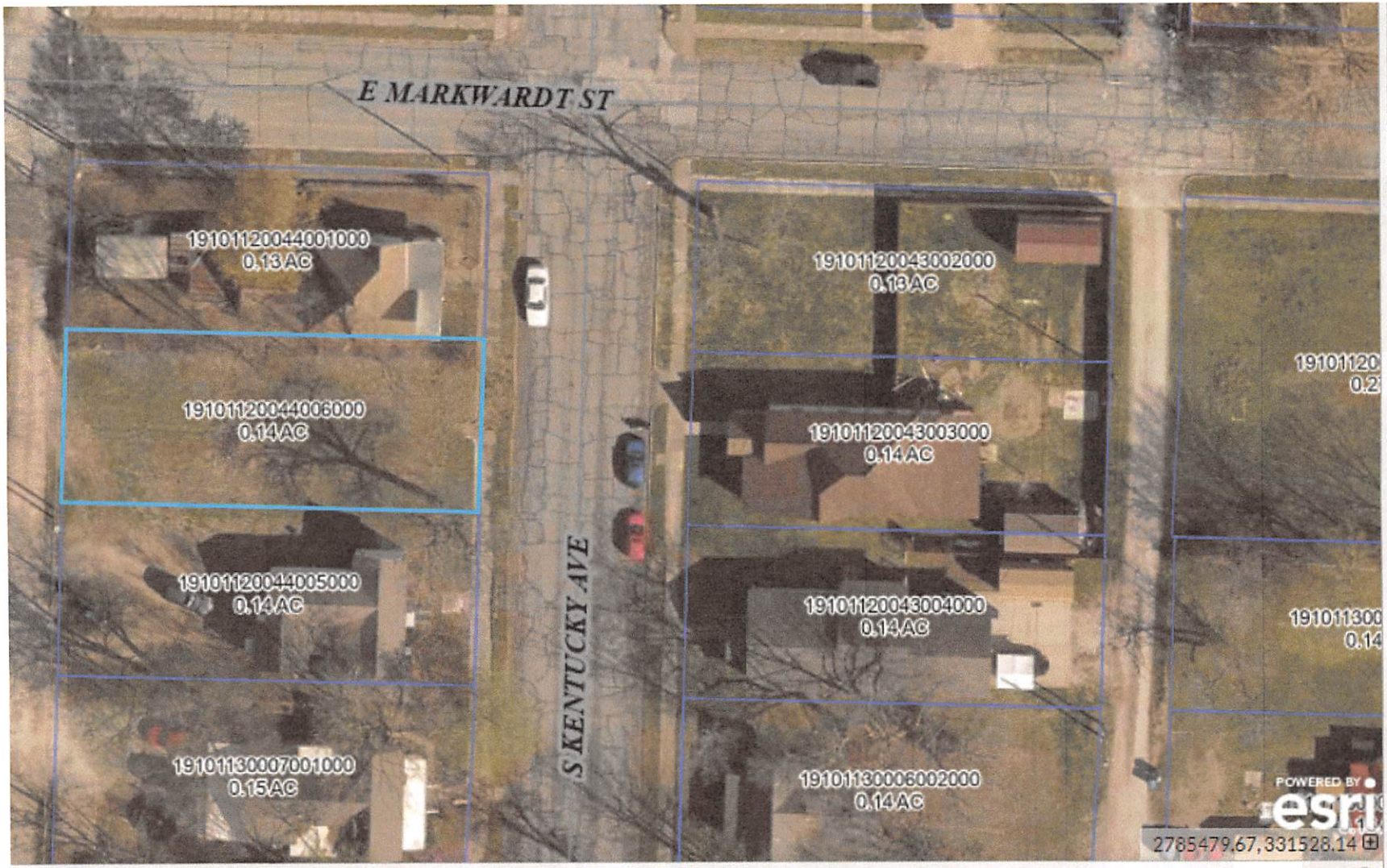
BID TABULATION

PROJECT: 1304 Kentucky Avenue

DATE OF BID OPENING: January 5, 2026 @ 2:00

CONTRACTOR	TOTAL BID AMOUNT
Stephens Crawford LLC (Greg Crawford)	$4,825.00
Charlie Meffert	$6,700.00 WITHDRAWN
Land Scout LLC	$5,003.00

2026-500



Parcel ID - 19101120044006000
Alt Id - 31-004220-0000
Address - 1304 KENTUCKY
Owner - CITY OF JOPLIN
Acres - 0.1377
View: Report | Pictometry Imagery | Google Maps

Alternate ID 31-004220-0000
Class E
Acreage 0.1377

Owner Address CITY OF JOPLIN
602 S MAIN ST
JOPLIN, MO 64801

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2026-501 – Approving a budget amendment for FY 2026

MEETING DATE
January 20, 2026

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2026-501 Ordinance; Schedule "A" Budget Amendment

REVIEWED BY
Department Head: Leslie Haase; City Attorney: Peter Edwards; City Manager: Nick Edwards

SUMMARY
This Council Bill amends the adopted 2025-2026 Budget of the City of Joplin.

BACKGROUND
In compliance with Charter regulations and accounting principles, the proposed adjustment is required to ensure that department expenditures do not exceed approved budget appropriations.

This budget amendment increases General Fund revenue and increases Fire expenditures by $56,600.00, respectively. Since the budget was adopted, the Fire Department applied for and has been awarded a Local Emergency Planning District (LEPD) grant. The grant is for the purchase of hazardous materials response equipment. Specifically, the grant will be used to purchase a handheld RAMEN, which will be utilized to identify unknown liquids and solids. The grant ends in May of 2026.

The purpose of the budget amendment is to recognize changes that have occurred since the annual budget was adopted. This budget amendment increases revenues and expenditures by $56,600.00, each.

FUNDING SOURCE
General Fund Revenue and Fire Department Grant expenditures are being amended to fund this item as shown on Schedule A.

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

COUNCIL BILL NO. 2026-501 **ORDINANCE NO.**

AN ORDINANCE amending the Annual Budget of the City of Joplin for the Fiscal Year 2025-2026 as adopted by Ordinance 2025-143 on October 20, 2025, to adjust appropriations; and, setting a date when this Ordinance shall become effective.

WHEREAS, the City of Joplin, Missouri passed Ordinance 2025-143 on October 20, 2025, which estimated revenues and appropriated funds for the fiscal year 2025-2026; 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 2025-2026 budgeted appropriations as adopted by Ordinance 2025-143 be amended by increasing revenue by the total amount of Fifty-Six Thousand Six Hundred Dollars and No Cents ($56,600.00) and by increasing appropriations by the total amount of Fifty-Six Thousand Six Hundred Dollars and No Cents ($56,600.00) for the purposes and amounts as shown in Schedule "A" attached hereto.

Section 2. That the Director of Finance is hereby directed to make all necessary entries on the City records to show the increase in appropriations.

Section 3. That this ordinance shall become effective on February 3, 2026.

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

of _____, 2026.

_____
Keenan T. Cortez, Sr., Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

SCHEDULE A

CITY OF JOPLIN
BUDGET AMENDMENT
2025-2026 ADOPTED BUDGET
20-Jan-26

FUND	ACTIVITY	ACCOUNT	DESCRIPTION		REVENUES	EXPENDITURES
001	General Fund					
	Grant Revenue	001-0000-480-1304	LEPC Grant	$	56,600	
	Fire-Federal Grant	001-6090-510-8230	Emergency Operating Equipment			56,600
	Total General Fund			$	56,600	56,600
	Grand Total			$	56,600	56,600

World Street Festival Route 66 2026

June 3-6, 2026

Legend



JOPLIN US 66

WORLD STREET PAINTING FESTIVAL

June 2-6, 2026

Allo Office

Food Truck Parking

Domino's Pizza

Beef-a-Roo

Long John Silvers

1717 W. 7th Street

Google Earth

Image Landsat / Copernicus

N

200 ft

COUNCIL BILL NO. 2026-600 ORDINANCE NO.

AN ORDINANCE authorizing the City of Joplin, Missouri, to enter into a Ground Lease Agreement with Liberty Enterprise Group, LLC, a Missouri Corporation, for the purpose of hosting the 2026 World Street Painting Festival during the Route 66 Centennial; and authorizing the City Manager to execute the same by and on behalf of the City of Joplin.

WHEREAS, the Convention & Visitors Bureau desires to lease real property located at 1717 W. 7th Street, Joplin, Missouri, to host the 2026 World Street Painting Festival as part of the Route 66 Centennial celebration; and

WHEREAS, the 2026 edition of the World Street Painting Festival shall feature twenty to thirty Route 66-themed 3D Street Paintings; and

WHEREAS, the festival shall be held June 2-6, 2026, and thereafter the "gallery" of the 3D paintings will be open for public viewing daily from sunrise to sunset through October 2027.

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

Section 1. That the Ground Lease Agreement by and between the City of Joplin, Missouri, and Liberty Enterprise Group LLC, to lease 0.60 acres of real property located at 1717 W. 7th Street, Joplin, Missouri, for the 2026 World Street Painting Festival during the Route 66 Centennial, a true and accurate copy of said Agreement being attached hereto and incorporated as Exhibit "A," be, and the same is hereby approved.

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

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2026, by a vote of _____.

_____
Keenan T. Cortez, Sr., Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:

Council Bill No. 2026-600. This Council Bill authorizes the City of Joplin, Missouri, to enter into a Ground Lease Agreement with Liberty Enterprise Group LLC, a Missouri Corporation, to use property located at 1717 W. 7th Street for the 2026 World Street Painting Festival, authorizing the City Manager to execute the same by and on behalf of the City of Joplin.

MEETING DATE:

Tuesday, January 20, 2026

ORIGINATING DEPARTMENT:

Convention & Visitors Bureau

ATTACHMENTS:

CB 2026-600 Ordinance; Ground Lease Agreement between Liberty Enterprise Group LLC; Exhibit A - Site Map

REVIEWED BY:

Director of Convention & Visitors Bureau-Patrick Tuttle, Director of Finance-Leslie Haase, City Attorney-Peter Edwards, City Manager-Nicholas Edwards

SUMMARY:

This council bill reflects a ground lease of 0.60 acres of real property located at 1717 W. 7th Street, Joplin, Missouri, for the 2026 World Street Painting Festival as part of the Route 66 Centennial celebration. The lease shall begin May 1, 2026, and end October 31, 2027. The site will feature twenty to thirty Route 66-themed 3D Street Paintings. The 2026 Festival will be held from June 2 to 6, 2026. Once the festival ends, "the gallery" of the 3D paintings will be open for public viewing daily from sunrise to sunset.

The Owner shall allow City to use the site rent-free. The City, through CVB funding, shall cover all costs to prepare the site for the festival and restore it to full use as a parking lot once the street painting gallery is completed. The seal coat is estimated to cost approximately $6,000, and the overcoat and striping, which are scheduled for completion after October 2027, are estimated to cost $16,000. (This estimate is based on the public works 2025 cost to seal and stripe the city hall parking lot at .32 per sq ft.). The contract for these costs will be presented later, following the completion of the bidding process.

BACKGROUND:

CVB/Visit Joplin and the World Street Painting Foundation of the Netherlands have partnered to celebrate the Route 66 Centennial in a unique way, through a collection of Route 66-themed 3-D street paintings by world-renowned artists.

The World Street Painting Foundation holds annual *World Street Art Festivals* in the Netherlands and Germany. Through this partnership, a version of these festivals will be held in Joplin on Route 66, the foundation's only US event.

The partnership will provide an international connection with an established audience, a community of artists, and a promotional strategy that reaches both domestic and international markets. The international appeal has become a significant draw for Route 66 during the centennial, as well as an attraction for other overlapping events with global interest in 2026, such as USA 250 and the FIFA World Cup.

> **Street Painting** is a performance art that renders artistic designs on the pavement with semi-permanent materials such as chalk or paint. **3D Art** is a three-dimensional expression of applying the dimensions of height, width, and depth.

In June 2024, an introductory street painting event featuring three U.S.-based artists was held on the grounds of Joplin's Harry M. Cornell Jr. Arts and Entertainment Complex. These initial paintings introduced the public to the art form. The works are displayed outside on the complex's west and north porches.

The 2025 World Street Painting Festival featured ten artists, eight of whom were international. Their 3D paintings are on display in Joplin's Schifferdecker Park.

In 2026, the Centennial year, 20 artists will be presented, of whom sixteen will be internationally acclaimed. The location for this gallery, featuring over twenty 3D paintings, is planned for the parking lot at 1717 W. 7th Street.

Though the art creation event spans five days, the 3D paintings will be on exhibit through October 2027, the end of the Route 66 Centennial celebration (the end of the 2027 travel season). The art in all three galleries is sealed every 3-5 months to protect it from the effects of Nature.

The funding for the World Street Painting Festival is included in the Convention and Visitors Bureau FY2026 budget.

RECOMMENDATIONS:

The CVB Staff recommends approval of this council bill on first reading.

GROUND LEASE AGREEMENT

THIS AGREEMENT, is made and entered into this ____day of _____, 2025, ("effective date"), by and between the City of Joplin, a municipal corporation of the State of Missouri, with principal place of business located at 602 S Main St, Joplin, Missouri, 64801, hereinafter referred to as the "City," and Liberty Enterprise Group LLC, hereinafter referred to as the "Owner;" and with City and Owner being referred to collectively as "the Parties."

WITNESSETH:

WHEREAS, the City desires to engage Owner to lease 0.60 acres of real property located at 1717 W. 7th Street, Joplin, Missouri, for the 2026 World Street Painting Festival during the Route 66 Centennial. The section in question is the southwest corner nearest to 7th Street, identified in Exhibit A.

NOW, THEREFORE, the parties to the contract agree to the following:

1. **Term and Payment**

   a. Term of the lease shall be May 1, 2026, through October 31, 2027.

   b. The intended use shall be for the 2026 edition of the World Street Painting Festival, where twenty to thirty 3D Route 66-themed murals will be painted.

   c. The 2026 Festival shall be held June 2-6, 2026. Once the festival ends, "the gallery" of the 3D paintings will be open for public viewing every day from sunrise to sunset.

Use of Premises

   d. The area required shall be 200 feet north/south and 140 feet east/west. Concrete barriers shall define the painting area and protect the viewing public.

   e. During the festival dates, the City shall require additional space for food trucks.

   f. All marketing and promotion of the festival and gallery would show 1717 W. 7th as the event location.

Rent

   g. Owner shall allow City to use the site rent-free.

   h. City shall cover all costs to prepare the site for the festival and restore it to full use as a parking lot once the street painting gallery is finished.

   i. The site is 21,000 sq ft. The seal coat is estimated to cost approximately $6,000, and the overcoat and striping, which are scheduled for completion after October 2027, are estimated to cost $16,000. (This estimate is based on the public works 2025 cost to seal and stripe the city hall parking lot at .32 per sq ft.)

   j. The City shall seal and stripe the lot in November 2027 to its original condition, unless the Owner elects by October 1, 2027, to keep the street art gallery.

2. Termination

Either party may terminate the agreement for any reason, providing the other party with 60 days' written notice prior to the end of the lease term. Neither party may terminate the leasehold without good cause and first notify the other party in writing, providing the party with the right to cure.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the first day set forth above.

CITY OF JOPLIN	**LIBERTY ENTERPRISE GROUP LLC**
By:_____	By:_____
Nicholas Edwards, City Manager	Michael Teeter, Managing Member

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill **2026-602**: AN ORDINANCE approving a Purchase Order to be issued to Blue Valley Public Safety, Inc for the purchase of three tornado siren packages in the amount of One hundred sixteen thousand, Four hundred eighty-nine dollars, and fifty-seven cents ($116,489.57).

MEETING DATE
January 20, 2026

ORIGINATING DEPT
Fire Department

ATTACHMENTS
CB2025-603 Ordinance; Exhibit A: Tornado Siren package bid documents, and sole source letter from Blue Valley Public Safety, Inc.

REVIEWED BY
Dept. Head: Gerald Ezell; City Attorney: Peter Edwards; Finance Director: Leslie Haase; City Manager: Nick Edwards

SUMMARY
This Council Bill authorizes the City to enter into an agreement with Blue Valley Public Safety, Inc. for the purchase of three tornado siren packages.

BACKGROUND
This purchase will include three tornado siren packages to meet City of Joplin specifications.

FUNDING SOURCE
Currently, this item is a budgeted expense in the Emergency Management Acct #001-7002-510-82.30

RECOMMENDATION
Staff recommends adoption of this Council Bill.

FEDERAL SIGNAL
Safety and Security Systems
Advancing security and well being.

2645 Federal Signal Drive
University Park, Illinois 60484-0975
800.548.7229
www.fedsig.com

Contact Name: David Holden, EM Coordinator
Customer: City of Joplin, MO
Address: 303 E 3rd St
City: Joplin
State: MO
Zip 64801
Phone: 417-624-0820 x1260
Cell: 620-249-5405
Fax: *
Email: dholden@joplinmo.org
Notes: Upon receipt of your order and acceptance by Federal Signal Corporation, the equipment herein will be supplied at the quoted prices below. Delivery schedule cannot be established until radio information is supplied, if applicable.

Quotation No.: ANS 1006251525
Please reference quote no. on your order
Date Quoted: 10/6/25

DISCLAIMER: THIS QUOTED PRICE IS SUBJECT TO CHANGE DUE TO TARIFF INCREASES

Item No.	Qty.	Model/Part No.	Description	Unit Price	Total
Electro-Mechanical Siren Equipment					
1	3	2001-130	ELECTRO-MECHANICAL ROTATING SIREN, 130 DB(C) 800HZ	$ 9,736.00	$ 29,208.00
2	3	DCFCTBDH	DIGITAL CONTROLLER, HIGH BAND	$ 8,572.00	$ 25,716.00
3	3	2001TRB	TRANSFORMER RECTIFIER PLUS	$ 3,284.00	$ 9,852.00
				Total Equipment	**$ 64,776.00**
Shipping					
4	1	ES-FREIGHT - Z1	Shipping Fees		$ 3,350.57
Services					
5	3	BV-I-2001ACDC	2001 / Equinox / 508 / Eclipse-8 DC or AC-DC Standard Installation 4 Standard Batteries, Antenna, Bracket, and Cable 50' Class 2 Wood Pole	$ 9,975.00	$ 29,925.00
6	3	BV-S-CPSYSOP-CU	System Optimization Per Site, CUSTOM	$ 750.00	$ 2,250.00
7	3	BV-IO-CUSREMOV	Removal Services, Custom	$ 1,195.00	$ 3,585.00
8	3	BV-PVS	BVPS will remove charger and provide and install solar charging system	$ 3,706.00	$ 11,118.00
9	3	BV-BATT-UPG	Upgrade To Solar Batteries	$ 495.00	$ 1,485.00
				Total Services	**$ 48,363.00**
				Total of Project	**$ 116,489.57**
General Options					
10	3	BV-TRAFFIC	Traffic Control, if required	$ 1,500.00	$ 4,500.00
11	3	BV-Permit	Cost associated with electrical inspections / permits, if required.	$ 1,850.00	$ 5,550.00

Prices are firm for 30 days from the date of quotation unless shown otherwise. Upon acceptance, prices are firm for 30 days. This quotation is expressly subject to acceptance by Buyer of all Terms stated in the attached Terms document, and any exception to or modification of such Terms shall not be binding on Seller unless expressly accepted in writing by an authorized agent or Officer of Seller. Any order submitted to Seller on the basis set forth above, in whole or in part, shall constitute an acceptance by Buyer of the Terms. Any such order shall be subject to acceptance by Seller in its discretion. If the total price for the items set forth above exceeds $50,000 then this quotation IS ONLY VALID if countersigned below by a Regional Manager of the Safety & Security Systems Group, Federal Signal Corporation. Installation is not included unless specifically quoted as a line item above. See attached Terms sheet.

Site Restoration is not included in this quote unless specifically called out above. As the site has typically not been determined at the time of quoting we cannot forcast what landscaping, seeding or backfilling will be required to restore a site. It is recomended to keep sites within 15' of a paved surface so as to avoid damage to landscaping at the time of installation and for future service.

Adverse Site Conditions, including rock, caving soil conditions, contaminated soil, poor site access availability, and other circumstances which result in more than 2 hours to install a pole, will result in a $385.00 per hour fee, plus equipment.

Power Clause: Bringing power to the siren equipment is the responsibility of the purchaser. Trenching is additional.

Traffic Control Clause: Traffic control, if required, will be an additional $1,500.00 per site.

Permit Clause: Any special permits, licenses or fees will be additional.

FCC Licensing Clause: The buyer is responsible for maintaining any FCC licensing requirements associated with the use of this equipment.

Classified Location Clause: No equipment or services are designed or installed to meet the requirements of a classified location installation unless noted.

Purchasing Portals / Services / Systems: A service charge of $150 will be applied if seller is required to interact with payment portals or other systems except email to obtain purchase orders, submit invoices or otherwise secure payment for the services above.

Sales Tax: Sales Tax will be additional unless an Exemption Certificate is provided.

Proposed By: Bruce F
Company: Blue Valley Public Safety Inc.
Address: P.O. Box 363 - 509 James Rollo Dr.
City,State, Zip: Grain Valley, MO 64029
Country: USA
Work Phone 1-800-288-5120
Fax: 816-847-7513
Approved By: Dee W
Title: Office Manager

Delivery: 12-16 weeks
Freight Terms: FOB University Park
Terms:
Equipment, Net 30 Days upon receipt
Services, Net 30 Days as completed, billed monthly. Net 30 will not be held for installations.

FEDERAL SIGNAL
Safety and Security Systems
Advancing security and well being.

2645 Federal Signal Drive
University Park, Illinois 60484-0975
800.548.7229
www.fedsig.com

*** Purchase Order MUST be made out to: ***
Federal Signal Corporation, 2645 Federal Signal Drive, University Park, IL 60484
Purchase Order MUST be e-mailed, mailed or faxed to:
Blue Valley Public Safety, Inc., PO Box 363, Grain Valley, MO 64029 Fax: 816-847-7513
dee@bvpsonline.com

Contact Name: David Holden, EM Coordinator
Customer: City of Joplin, MO
Address: 303 E 3rd St
City: Joplin
State: MO
Zip 64801
Phone: 417-624-0820 x1260
Cell: 620-249-5405
Fax: *
Email: dholden@joplinmo.org
Notes: Delivery schedule cannot be established until radio information is supplied, if applicable.

Quotation No.: FWS 1006251525
Please reference quote no. on your order
Date Quoted: 10/6/25

I hereby agree to the Terms stated on this quotation and in the attached Terms document on behalf of the above mentioned Company or Government Entity.

Signature:

Title:

FEDERAL SIGNAL
Safety and Security Systems
Advancing security and well being.

2645 Federal Signal Drive
University Park, Illinois 60484-0975
800.548.7229
www.fedsig.com

Quotation No.: FWS 1006251525

Sales Agreement

(1) Agreement. This agreement (the "Agreement") between Federal Signal Corporation ("FSC") and Buyer for the sale of the products and services described in FSC's quotation and any subsequent purchase order shall consist of the terms herein. This Agreement constitutes the entire agreement between FSC and Buyer regarding such sale and supersedes all prior oral or written representations and agreements. This Agreement may only be modified by a written amendment signed by authorized representatives of FSC and Buyer and attached hereto except that stenographic and clerical errors are subject to correction by FSC or upon FSC's written consent. FSC objects to and shall not be bound by any additional or different terms, whether printed or otherwise, in Buyer's purchase order or in any other communication from Buyer to FSC unless specifically agreed to by FSC in writing. Prior courses of dealing between the parties or trade usage, to the extent they add to, detract from, supplant or explain this Agreement, shall not be binding on FSC. This Agreement shall be for the benefit of FSC and Buyer only and not for the benefit of any other person.

(2) Termination. This Agreement may be terminated only upon FSC's written consent. If FSC shall declare or consent to a termination of the Agreement, in whole or in part, Buyer, in the absence of a contrary written agreement signed by FSC, shall pay termination charges based upon expenses and costs incurred in the assembly of its products or in the performance of the services to the date such termination is accepted by FSC including, but not limited to, expenses of disposing of materials on hand or on order from suppliers and the losses resulting from such disposition, plus a reasonable profit. In addition, any products substantially completed or services performed on or prior to any termination of this Agreement shall be accepted and paid for in full by Buyer. In the event of a material breach of this Agreement by Buyer, the insolvency of Buyer, or the initiation of any solvency or bankruptcy proceedings by or against Buyer, FSC shall have the right to immediately terminate this Agreement, and Buyer shall be liable for termination charges as set forth herein.

(3) Price/Shipping/Payment. Prices are F.O.B. FSC's Factory. Buyer shall be responsible for all shipping charges. If this Agreement is for more than one unit of product, the products may be shipped in a single lot or in several lots at the discretion of FSC, and Buyer shall pay for each such shipment separately. FSC may require full or partial payment or payment guarantee in advance of shipment whenever, in its opinion, the financial condition of Buyer so warrants. FSC will invoice for product upon shipment to Buyer and for services monthly as completed. Amounts invoiced by FSC are due 30 days from date of invoice, except that payment terms for turn-key sales of product and services are 10% of total contract mobilization fee due with Buyer's order. Invoice deductions will not be honored unless covered by a credit memorandum. Minimum billing per order is $75.00.

(4) Risk of Loss. The risk of loss of the products or any part thereof shall pass to the Buyer upon delivery thereof by FSC to the carrier. Buyer shall have sole responsibility for processing and collection of any claim of loss against the carrier.

(5) Taxes. Price quotes by FSC do not include taxes. Buyer shall pay FSC, in addition to the price of the products or services, any applicable tax (however designated) imposed upon the sale, production, delivery or use of the products or services to the extent required or not forbidden by law to be collected by FSC from Buyer, whether or not so collected at the time of the sale, unless valid exemption certificates acceptable to the taxing authorities are furnished to FSC before the date of invoice.

(6) Delivery. Although FSC shall in good faith endeavor to meet estimated delivery dates, delivery dates are not guaranteed but are estimated on the basis of immediate receipt by FSC of all information required from Buyer and the absence of delays, direct or indirect, as set forth in paragraph 29 herein.

(7) Returns. Buyer may return shipped product to FSC only upon FSC's prior written consent (such consent to be in the sole discretion of FSC) and upon terms specified by FSC, including prevailing restocking and handling charges. Buyer assumes all risk of loss for such returned product until actual receipt thereof by FSC. Agents of FSC are not authorized to accept returned product or to grant allowances or adjustments with respect to Buyer's account.

(8) Inspection. Buyer shall inspect the product immediately upon receipt. All claims for any alleged defect in FSC's product or deficiency in the performance of its services under this Agreement, capable of discovery upon reasonable inspection, must be fully set forth in writing and received by FSC within 30 days of Buyer's receipt of the product or FSC's performance of the services. Failure to make any such claim within said 30 day period shall constitute a waiver of such claim and an irrevocable acceptance of the product and services by Buyer.

(9) Limited Warranty. FSC warrants each new product to be free from defects in material and workmanship, under normal use and service, for a period of two years from delivery to Buyer (one-year for Informers and all software products, five years on 2001 & ECLIPSE Series siren head). During this warranty period, FSC will provide warranty service for any unit which is delivered, shipping prepaid by the Buyer, to a designated warranty service center for examination and such examination reveals a defect in material and/or workmanship. FSC will then, at its option, repair or replace the product or any defective part(s), or remit the purchase price of the product to Buyer. This warranty does not cover travel expenses, the cost of specialized equipment for gaining access to the product, or labor charges for removal and re-installation of the product for warranty service at any location other than FSC's designated warranty service center. This warranty shall not apply to components or accessories that have a separate warranty by the original manufacturer, such as, but not limited to, radios and batteries, and does not extend to any unit which has been subjected to abuse, misuse, improper installation or which has been inadequately maintained, nor to units with problems due to service or modification by other than an FSC warranty service center FSC will provide on-site warranty service during the first 60 days after the completion of the installation when FSC has provided a turn-key installation including optimization and/or commissioning services. THERE ARE NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

(10) Remedies and Limitations of Liability. Buyer's sole remedy for breach of warranty shall be as set forth above. IN NO EVENT SHALL FSC BE LIABLE FOR ANY LOSS OF USE OF ANY PRODUCT, LOST PROFITS OR ANY INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES, NOR SHALL FSC's LIABILITY FOR ANY OTHER DAMAGES WHATSOEVER ARISING OUT OF OR CONNECTED WITH THIS AGREEMENT OR THE MANUFACTURE, SALE, DELIVERY OR USE OF THE PRODUCTS OR SERVICES EXCEED THE PURCHASE PRICE OF THE PRODUCTS OR SERVICES.

(11) PATENTS. FSC shall hold Buyer harmless, to the extent herein provided, against any valid claim by any third person of infringement of any United States Patent by product manufactured by FSC, but if Buyer furnished product or system design specifications to FSC, Buyer shall hold FSC harmless against any infringement claim consisting of the use of product manufactured by FSC in accordance with Buyer's product or system design or in combination with product manufactured by Buyer or others. In the event that any product manufactured by FSC is held to infringe any patent and its use is enjoined by any competent court of law, FSC, if unable within a reasonable time to secure for Buyer the right to continue using such product, either by suspension of the injunction, by securing for Buyer a license, or otherwise, shall, at its own expense, either replace such product with non-infringing product or modify such product so that it becomes non-infringing, or accept the return of the enjoined product and refund the purchase price paid by Buyer less allowance for any period of actual use thereof. FSC makes no warranty that its product will be delivered free of a valid claim by a third person of infringement or the like and Buyer's remedies for such a claim will be limited to those provided in this paragraph.

(12) Assignment and Delegation. Buyer shall not assign any right or interest in this Agreement, nor delegate the performance of any obligation, without FSC's prior written consent. Any attempted assignment or delegation shall be void and ineffective for all purposes unless made in conformity with this paragraph.

(13) Severability. If any term, clause or provision contained in this Agreement is declared or held invalid by a court of competent jurisdiction, such declaration or holding shall not affect the validity of any other term, clause or provision herein contained.

(14) Installation. Installation shall be by Buyer unless otherwise specifically agreed to in writing by FSC.

(15) Governing Law and Limitations. This Agreement shall be governed by the laws of the State of Illinois. Venue for any proceeding initiated as the result of any dispute between the parties that arises under this Agreement shall be either the state or federal courts in Cook or DuPage County, Illinois. Whenever a term defined by the Uniform Commercial Code as adopted in Illinois is used in this Agreement, the definition contained in said Uniform Commercial Code is to control. Any action for breach of this Agreement or any covenant or warranty contained herein must be commenced within one year after the cause of action has accrued.

(16) Receiving Product and Staging Location. Buyer is responsible to receive, store and protect all products intended for installation purposes, including, but not exclusively, siren equipment, poles, batteries, and installation materials. Materials received in cardboard containers must be protected from all forms of precipitation. Additionally, Buyer is to provide a staging area of an appropriate size for installation contractors to work from and to store equipment overnight.

(17) Installation Methods & Materials. Installation is based on methods and specifications designed and intended by FSC to meet or exceed all national, state & local safety and installation codes and regulations. Design changes required by Buyer may result in additional charges.

(18) Radio Frequency Interference. FSC is not responsible for RF transmission and reception affected by system interference beyond its control.

(19) Installation Site Approval. Buyer must provide signed documentation to FSC, such as the "WARNING SITE SURVEY FORM" or a document with the equivalent information, that FSC is authorized to commence installation at the site designated by Buyer before FSC will commence installation. Once installation has started at an approved site, Buyer is responsible for all additional costs incurred by FSC for redeployment of resources if the work is stopped by Buyer or its agents, property owners, or as the result of any governmental authority or court order, or if it is determined that installation is not possible at the intended location, or the site is changed for any reason by the Buyer.

(20) AC Power Hookup. Buyer is responsible to coordinate and pay for all costs to bring proper AC power to the electrical service disconnect installed adjacent to the controller cabinet, unless these services are quoted by FSC. All indoor installations assume AC power is available within 10 feet of the installation location.

(21) Permits & Easements. FSC will obtain and pay for electrical and right-of-way work permits as necessary for installations. Buyer is responsible for obtaining and payment of all other required easements, permits, or other fees required for installation, unless specifically quoted.

(22) Soil Conditions Clause. In the event of poor site conditions including, but not limited to rock, cave-ins, high water levels, or inability of soil to provide stable installation to meet specifications, FSC will direct installation contractors to attempt pole installation for a maximum of 2 hours. Buyer approval will be sought when pole installation exceeds 2 hours and abandoned if FSC cannot obtain approval in a timely manner.

(23) Contaminated Sites. FSC is not responsible for cleanup and restoration of any installation sites or installer equipment where contaminated soil is encountered. FSC will not knowingly approve installation at any site containing contaminates. Buyer must inform FSC when known or suspected soil contaminates exist at any intended installation site.

(24) Site Cleanup. Basic installation site cleanup includes installation debris removal, general site cleanup, and general leveling of affected soil within 30' of the pole. Additional Site Restoration quotes are available.

(25) Waste Disposal. Buyer is responsible for providing disposal of all packing materials including shipping skids and containers.

(26) Work Hours. All installation quotes are based on the ability to work outdoors during daylight hours and indoors from 7 AM to 7 PM Monday through Saturday. Work restrictions or limitations imposed by Buyer or its agents may result in additional charges being assessed to Buyer for services.

(27) Project Reporting. Installation & Service Progress Reports will be provided on a regular basis, normally every week during active installation, unless prearranged otherwise by mutual agreement.

(28) Safety Requirements & Compliance. FSC requires that all subcontractors and their employees follow applicable laws and regulations pertaining to all work performed, equipment utilized and personal protective gear common to electrical and construction site work performed in the installation of FSC equipment. Additional safety compliance requirements by Buyer may result in additional charges assessed to Buyer for the time and expenses required to comply with the additional requirements.

(29) Project Delays. FSC shall not be liable in any regard for delivery or installation delays or any failure to perform its obligations under this Agreement resulting directly or indirectly from change order processing, acts or failure to act by Buyer, unresponsive inspectors, utility companies and any other causes beyond the direct control of FSC, including acts of God, weather, local disasters of any type, civil or military authority, fires, war, riot, delays in transportation, lack of or inability to obtain raw materials, components, labor, fuel or supplies, or other circumstances beyond FSC's reasonable control, whether similar or dissimilar to the foregoing.

2645 Federal Signal Drive
University Park, Illinois 60484-0975
800.548.7229
alertnotification.com

FEDERAL SIGNAL CORPORATION
Federal Warning Systems

January 12, 2026

City of Joplin
ATTN: Fire Chief Gerald Ezell
303 E. Third St.
Joplin, MO 64801

Dear Chief Ezell,

This letter is to confirm that Blue Valley Public Safety, Inc. is the exclusive sales representative of products manufactured and sold by Federal Warning Systems, a division of Federal Signal Corporation for the states of Iowa, Nebraska, Kansas, and Missouri. This exclusivity extends to Blue Valley Public Safety, Inc. as the field service provider and regional installer for FWS as well.

Their contact point is:

Blue Valley Public Safety, Inc.
P.O. Box 363 - 509 James Rollo Drive
Grain Valley, MO 64029
Attn: Brian Cates

You can reach Brian at 816-847-7502.

If I can answer additional questions or provide you with any information about Blue Valley or the Federal Warning System product line, please feel free to contact me directly at (630) 247-3835. In addition, you can find information about our products on our website at http://www.alertnotification.com.

Sincerely,
Federal Signal Corporation

Teague Cliff
Central Region Sales Manager

cc: Brian Cates, Blue Valley Public Safety, Inc.

COUNCIL BILL NO. 2026-602 **ORDINANCE NO.**

AN ORDINANCE approving the issuance of a Purchase Order to Blue Valley Public Safety, Inc. to cover the purchase of three tornado sirens manufactured by Federal Warning Systems as approved in the Annual Budget of the City of Joplin for the Fiscal Year 2025-2026 as adopted by Ordinance 2025-151 on October 20, 2025; authorizing the City Manager to execute the same by and on behalf of the City of Joplin, and setting an effective date.

WHEREAS, in the FY2025-2026 budget process, Council approved and budgeted funds to cover the purchase of a three tornado siren packages for the City of Joplin.

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

Section 1. That a Purchase Order issued to Blue Valley Public Safety, Inc. in the amount of One Hundred sixteen Thousand, Four Hundred Eighty-Nine Dollars, Fifty-Seven Cents ($116,489.57), covering the cost of the three total tornado packages to meet Joplin specifications, be and the same is, hereby approved.

Section 2. That this ordinance shall become effective on February 3, 2026.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this_____ day of _____2026, by a vote of

_____

Douglas W. Lawson, Mayor

ATTEST:

_____

Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney