JOPLIN CITY COUNCIL
REGULAR MEETING AGENDA
MONDAY, APRIL 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. Recognition Of Keenan T. Cortez, Sr. As The 2024-2026 Mayor

   2. Residential Trash Service Contract Presentation

      Documents:

      JOPLIN CITY COUNCIL RES-TRASH-SERVICE BIDS PRESENTATION.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

   2. Jen Wunder

   3. Kaylann Loraine

   4. Rich Thurman

   5. Teresa McCoy

   6. Ron Burch

   7. Sabrina Cole

7. **Public Hearings**

7. ~~Public Hearings~~

8. **Consent Agenda**

1. Minutes Of The April 6, 2026, City Council Meeting

   Documents:

   APRIL 6, 2026 MINUTES.PDF

2. Minutes Of The April 13, 2026, Special Called City Council Meeting

   Documents:

   SP MTG APRIL 13 COUNCIL INAUG.PDF

3. COUNCIL BILL NO. 2026-121

   AN ORDINANCE approving Amendment #3 to Work Authorization OLS-OC24-001 with Olsson for professional engineering consultation services in the not to exceed amount of One Hundred Thirty-Six Thousand Seven Hundred Eighty-Three and 00/100 dollars ($136,783.00) for the 7th Street Sanitary Sewer Relocation Project and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and, setting a date when this Ordinance shall become effective.

   Documents:

   CB2026-121.PDF

4. COUNCIL BILL NO. 2026-122

   AN ORDINANCE approving the City of Joplin to enter into a construction agreement with APAC Central, Inc. in the amount of One Million Thirteen Thousand Five Hundred Eighty-Seven and 02/100 Dollars, ($1,013,587.02) for the Mill and Overlay 2026 project; 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:

   CB2026-122.PDF

5. COUNCIL BILL NO. 2026-262

   AN ORDINANCE approving the voluntary annexation by the Council of the City of Joplin, Missouri, of property generally described as approximately 25 acres approximately 450 feet East of the Southeast corner of East 32nd Street and South Kodiak Rd, Newton County, Missouri.

   Documents:

   CB2026-262.PDF

6. COUNCIL BILL NO. 2026-263

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 M-2 (Heavy Industrial) property as described below and generally known as approximately 25 acres approximately 450 feet East of the Southeast corner of East 32nd St and South Kodiak Rd, Newton County, Missouri.

Documents:

CB2026-263.PDF

7. COUNCIL BILL NO. 2026-264

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-2 (Two-Family Residential) and include in R-2 HL (Two-Family Residential – Historic Landmark Overlay) property as described below and generally known as 612 West E Street, Jasper County, Missouri.

Documents:

CB2026-264.PDF

8. COUNCIL BILL NO. 2026-265

AN ORDINANCE authorizing the City of Joplin to enter into an Agreement with Crafton, Tull & Associates, Inc. for Professional Planning Services relating to the creation of the Active Transportation and Bicycle & Pedestrian Plan updates for the Joplin Area Transportation Planning Organization (JATSO); authorizing the City Manager to execute said Agreement for the City of Joplin; and setting a date when this Ordinance shall become effective.

Documents:

CB2026-265.PDF

9. COUNCIL BILL NO. 2026-401

AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and Joplin Economic Housing Development Initiative that pertains to 2024 and 2025 HOME funds in the total amount not to exceed $310,000.00; authorizing the City Manager or his designee to execute same on behalf of the City of Joplin.

Documents:

CB2026-401.PDF

10. COUNCIL BILL NO. 2026-402

AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and Joplin Economic Housing Development Initiative that pertains to 2024 and 2025 HOME funds in the total amount not to exceed $175,000.00; authorizing the City Manager or his designee to execute same on behalf of the City of Joplin.

Documents:

CB2026-402.PDF

11. COUNCIL BILL NO. 2026-509

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:

CB2026-509.PDF

12. COUNCIL BILL NO. 2026-607

AN ORDINANCE approving a Purchase Order to be issued to Superion, LLC., to cover the annual support payment for the financial software and related systems the amount of $227,063.26, was budgeted and approved for FY2026 by Council during the budget process and finalized by Ordinance 2025-143 on October 20, 2025; and establishing a date when it shall become effective.

Documents:

CB2026-607.PDF

13. COUNCIL BILL NO. 2026-608

AN ORDINANCE Authorizing the City of Joplin to issue a purchase order to Don Brown Chevrolet in the amount of One Hundred and Fourteen Thousand One Hundred Eighty-Eight Dollars and No Cents ($114,188.00) for the purchase of two (2) Chevy Tahoe Police vehicles; authorizing the City Manager to execute the same by and on behalf of the City of Joplin and setting an effective date.

Documents:

CB2026-608.PDF

9. Resolutions

10. Ordinances - Expedited

1. COUNCIL BILL NO. 2026-118

AN ORDINANCE approving the City of Joplin to enter into an agreement with

Liberty in the amount of One Million Four Hundred Eleven Thousand Eight Hundred and 00/100 dollars ($1,411,800.00) for facility relocations required for Streetlight Installations and Underground Conductor Feeding along the 7th Street Corridor included in the MoDOT 7th Street Reconstruction Project and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; amending the Annual Budget of the City of Joplin for the Fiscal Year 2025-2026 as adopted by Ordinance 2025-143 on October 20, 2025; and containing an expedited clause.

Documents:

CB 2026-118 SUMMARY.PDF
CB2026-118 LIBERTY 7TH ST LIGHTING AGMT ORDINANCE (1).PDF
CB2026-118 LIBERTY 7TH ST LIGHTING AGREEMENT.PDF

11. Ordinances - First Reading

1. COUNCIL BILL NO 2026-113

AN ORDINANCE authorizing the issuance of a Purchase Order to Central States Bus Sales Inc., in the amount of Ninety-six Thousand Seven Hundred Fifty and 00/100 Dollars ($96,750.00) for the purchase of one (1) 2026 Ford Transit Van with Americans with Disabilities Act (ADA) compliant lift and Q'Straint System; by and on behalf of the City of Joplin; and, setting a date when this Ordinance shall become effective.

Documents:

CB2026-113 TRANSIT VAN PURCHASE SUMMARY.PDF
CB2026-113 TRANSIT VAN PURCHASE ORDINANCE (3).PDF
CB2026-113 TRANSIT VAN PURCHASE AGREEMENT.PDF

2. COUNCIL BILL NO 2026-119

AN ORDINANCE approving an Agreement between the City of Joplin, the Missouri Highways and Transportation Commission, and the Missouri & Northern Arkansas Railroad Company, Inc. that pertains to improved warning devices at the Enterprise Avenue railroad crossing; 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:

CB2026-119 ENTERPRISE AVE RR CROSSING AGMT SUMMARY.PDF
CB2026-119 ENTERPRISE AVE RR CROSSING AGMT ORDINANCE.PDF
CB2026-119 ENTERPRISE AVE RR CROSSING AGREEMENT.PDF

3. COUNCIL BILL NO. 2026-123

AN ORDINANCE approving the City of Joplin to enter into an agreement with Masters Elevator Co. LLC in the amount of One Hundred Eighty Thousand Three Hundred Eighty- Three and 20/100 dollars ($180,383.20) for Elevator Modifications and upgrades of the Elevator located at Donald E. Clark Justice Center & an Elevator located at Fire Station #4 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:

CB2026-123 JUSTICE CTR AND FIRE DEPT ELEVATOR MODIFICATION SUMMARY (1).PDF
CB2026-123 JUSTICE CTR AND FIRE DEPT ELEVATOR MODIFICATION ORDINANCE.PDF
CB2026-123 JUSTICE CTR AND FIRE DEPT ELEVATOR MODIFICATION AGREEMENT.PDF

12. **Ordinances - Second Reading And Third Reading**
13. **Unfinished Business**
14. **New Business**
    1. Discussion Of Ryan Jackson's Recent Social Media And KSN Comments.

Notice posted at 12 p.m. on this the 16th day of April, 2026. (RSMo 610.020)

Summary of Solid Waste Collection Services RFP Process

CITY OF JOPLIN, RFP # 2026-120-1

04.06.2026

CONFIDENTIAL BUSINESS, FINANCIAL AND PROPRIETARY INFORMATION

Agenda

01 // PROCUREMENT PROCESS OVERVIEW

02 // PROPOSAL EVALUATION CRITERIA

03 // PROPOSAL SHORTLISTING

04 // TECHNICAL & FINANCIAL EVALUATION

05 // STAFF RECOMMENDATION

06 // NEXT STEPS

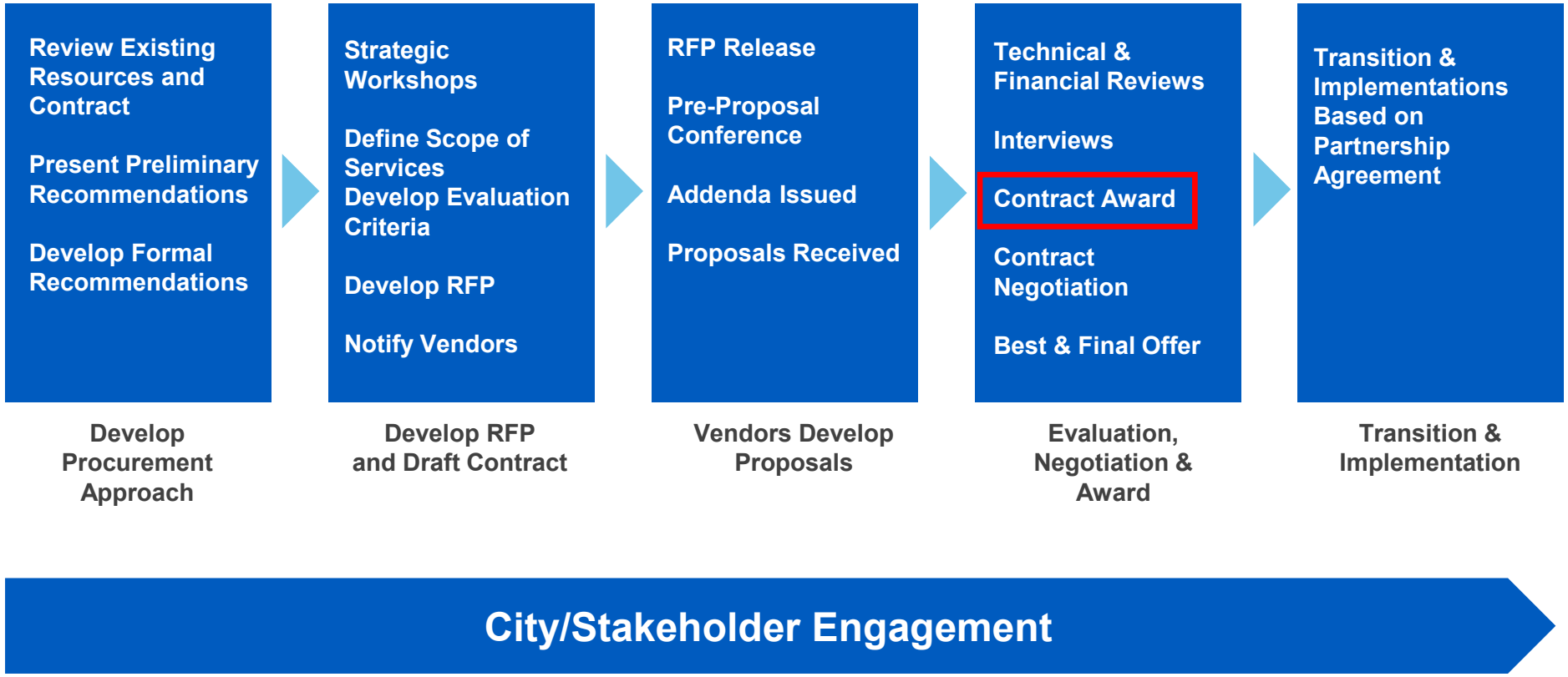
CONFIDENTIAL BUSINESS, FINANCIAL AND PROPRIETARY INFORMATION

01

PROCUREMENT PROCESS OVERVIEW

CONFIDENTIAL BUSINESS, FINANCIAL AND PROPRIETARY INFORMATION

Procurement Process Overview



02

PROPOSAL EVALUATION CRITERIA

CONFIDENTIAL BUSINESS, FINANCIAL AND PROPRIETARY INFORMATION

Proposal Evaluation Criteria

Proposal Evaluation Criteria	
Criteria	***Maximum Points***
Minimum Requirements	Pass/Fail
Financial Proposal	40
Proposed Approach	35
Experience and Qualifications	20
Financial Capacity	5
Total	**100**

CONFIDENTIAL BUSINESS, FINANCIAL AND PROPRIETARY INFORMATION

03

PROPOSAL SHORTLISTING

CONFIDENTIAL BUSINESS, FINANCIAL AND PROPRIETARY INFORMATION

Proposal Shortlisting

- Three Proposals Submitted (listed in alphabetical order)
  - EcoWaste Solutions
  - GLF Environmental
  - Republic Services
- One Company Shortlisted for Interviews
  - Based on financial and technical proposals

CONFIDENTIAL BUSINESS, FINANCIAL AND PROPRIETARY INFORMATION

04

TECHNICAL & FINANCIAL EVALUATION

CONFIDENTIAL BUSINESS, FINANCIAL AND PROPRIETARY INFORMATION

Service Options: Trash and Yard & Brush Waste Collection

- RFP asked for two service options pricing due to the Missouri ban on landfilling Yard & Brush waste
  - **Option A:** Commingled Collection of Trash and Yard & Brush Waste
  - **Option B:** Separate Collection of Trash and Yard & Brush Waste

Service	Current Service	Proposed Service: Option A	Proposed Service: Option B
Trash	Weekly	Weekly	Weekly
Yard & Brush	Collected with Trash	Collected with Trash	Collected Separately
Bulky	Collected with Trash	Collected Separately	Collected Separately
Recycling	Biweekly	Biweekly	Biweekly

CONFIDENTIAL BUSINESS, FINANCIAL AND PROPRIETARY INFORMATION

Service Options: Bulky Waste Collection

- Vendors no longer able to sustain the cost of an unlimited “take-all” Bulky program
- Industry standard is for specific Bulky collection pricing

Service	Current Service	Proposed Service
Bulky	• Collected with Trash	• Monthly • Quarterly • On-Call

CONFIDENTIAL BUSINESS, FINANCIAL AND PROPRIETARY INFORMATION

Service Options: Recycling Collection

- RFP asked for opt-in and universal Recycling to understand the costs of both types of programs

Service	Current Service	Proposed Service
Recycling	• Opt-In	• Opt-In • Universal

CONFIDENTIAL BUSINESS, FINANCIAL AND PROPRIETARY INFORMATION

Service Options: Options Evaluation

- Proposers submitted no bid on several options
- Republic is the lowest cost in all scenarios
- Republic only proposed a separate biweekly Yard & Brush collection
  - The options are narrowed to Trash and Yard & Brush collected separately on a biweekly schedule
- Republic included the cost of Bulky service as a quarterly or on-call schedule

Services	Republic	EcoWaste	GFL
Trash			
Option A: Yard Waste and Brush Collected with Trash	NO BID	BID	BID
Option B: Yard Waste and Brush NOT Collected with Trash	BID	BID	BID
Recycling			
Option A: Opt-In Collection	BID	BID	BID
Option B: Universal Collection	BID	BID	NO BID
Yard & Brush			
Option A: Yard and Brush Waste Commingled with Trash Collection			
Weekly	NO BID	BID	BID
Option B: Separate Yard and Brush Waste Collection			
Weekly	NO BID	BID	BID
Bi-Weekly	BID	BID	NO BID
Bulky			
Option A: Monthly	NO BID	BID	NO BID
Option B: Quarterly	Included	BID	NO BID
Option C: Collection By Appointment	Included	BID	BID

Service Options: Options Evaluation

Option	Description of Service	Total Annual Fee			
		Current Fee	Proposal 1	Proposal 2	Proposal 3
Option 1: Opt-In Recycling					
Trash	Yard & Brush NOT collected with Trash*	$2,719,512	$2,937,666	$2,626,320	$3,388,800
Recycling	Opt-In	$100,400	$108,440	$143,075	$103,080
Yard & Brush	Separate Yard and Brush Waste Collection	N/A	$529,500	$709,530	$1,800,300
Bulky	Collection by Appointment*	N/A	Included	$762,480	$882,500
	Total	**$2,819,912**	**$3,575,606**	**$4,241,405**	**$6,174,680**
	Average Fee per Household per Month	**$13.31**	**$16.88**	**$20.03**	**$29.15**
Option 2: Universal Recycling					
Trash	Yard Waste and Brush NOT collected with Trash	N/A	$2,937,666	$2,626,320	$3,388,800
Recycling	Universal Recycling	N/A	$1,694,400	$1,300,452	NO BID
Yard & Brush	Separate Yard and Brush Waste Collection	N/A	$529,500	$709,530	$1,800,300
Bulky	Collection by Appointment	N/A	Included	$762,480	$882,500
	Total	N/A	**$5,161,566**	**$5,398,782**	**$6,071,600**
	Average Fee per Household per Month	N/A	**$24.37**	**$25.49**	**$28.67**

**Yard & Brush and Bulky currently collected WITH Trash*

CONFIDENTIAL BUSINESS, FINANCIAL AND PROPRIETARY INFORMATION

Republic Trash and Yard & Brush Fee to City

- Cost increase
  - Inflation
  - Vendor no longer using landfill in Kansas that allows for commingled Trash and Yard & Brush disposal
  - Moved away from “take-all” Bulky collection
  - Bulky costs included in Trash fee

Description of Service	Total Annual Cost*	Fee/HH/Month*
Current Trash Fee	$2,719,512	$12.84
Proposed Trash Fee	$2,937,666	$13.87
Percent Change	8.0%	8.0%
Current Yard & Brush Fee	Included in Trash Fee	$0.00
Proposed Yard & Brush Fee	$529,500	$2.50
Total	3,467,166	$16.67
Percent Change	18%	18%

**Excludes customers who have a second trash cart*

CONFIDENTIAL BUSINESS, FINANCIAL AND PROPRIETARY INFORMATION

Republic Recycling Fee to City

- Fee increase
  - Inflation
  - Soft recycling commodity markets
- Universal recycling fee increase
  - Trash contamination in recycling
  - Increase from 1,718 recycling subscribers to 17,650

Description of Service	Total Annual Fee	Fee/HH/Month
Current Recycling Fee: Opt-In	$100,400	$4.87
Proposed Recycling Fee: Opt-In	$108,440	$5.26
Percent Change	8.0%	8.0%
Current Recycling Fee: Universal*	$1,031,466	$4.87
Proposed Recycling Fee: Universal	$1,694,400	$8.00
Percent Change	64.3%	64.3%

**Current universal recycling cost assumes the same HH cost as opt-in*

CONFIDENTIAL BUSINESS, FINANCIAL AND PROPRIETARY INFORMATION

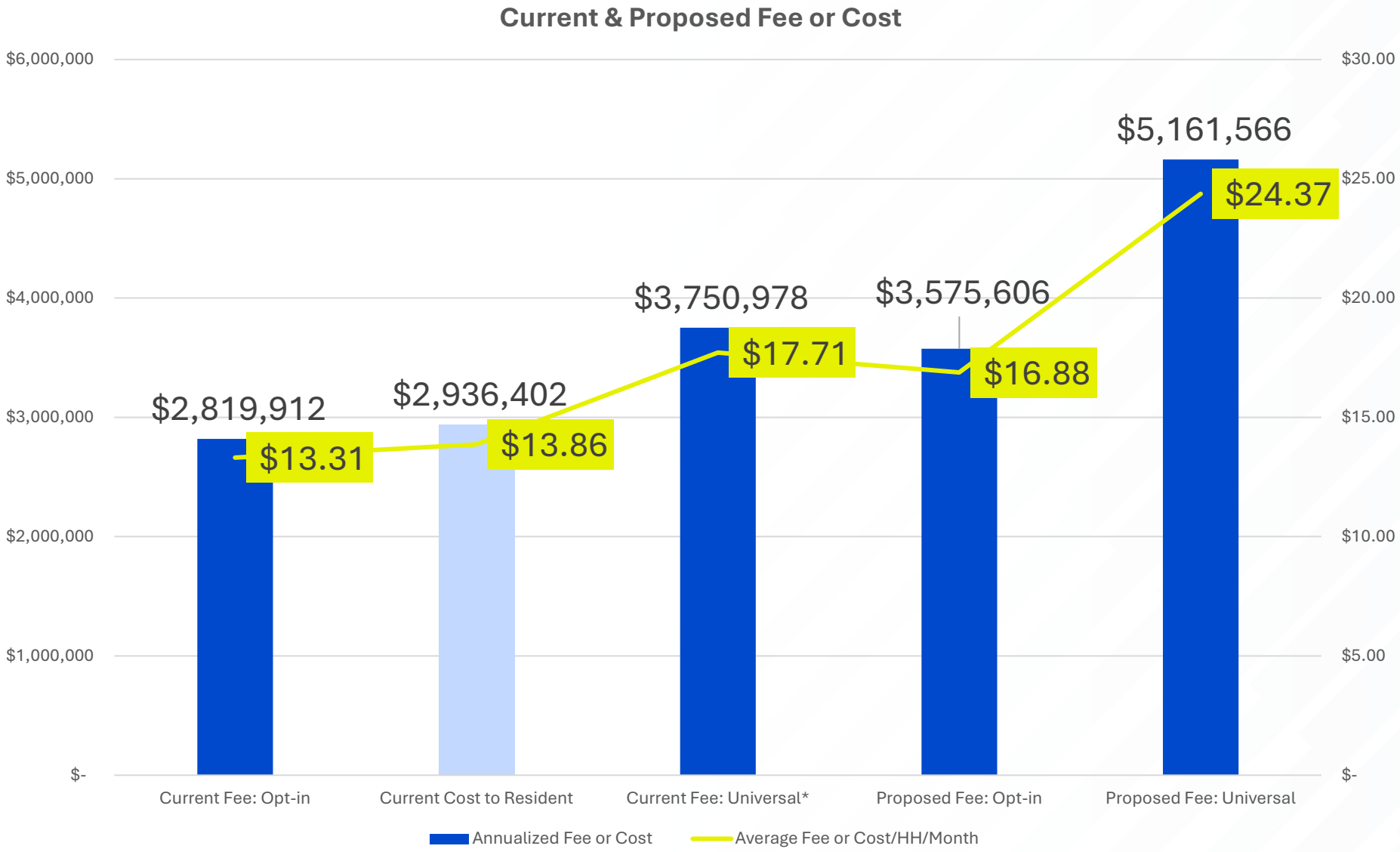
Current Cost to Residents



**Recycling program is opt-in*

CONFIDENTIAL BUSINESS, FINANCIAL AND PROPRIETARY INFORMATION

Cost Comparison: City & Residents



**Current universal recycling assumes the same per HH cost as opt-in. Fee estimate provided for comparison purposes only.*

CONFIDENTIAL BUSINESS, FINANCIAL AND PROPRIETARY INFORMATION

Republic Service Options: Opt-In or Universal Recycling

	Pro	Con
Opt-In	• Less total cost to City • Less cost per household	• Less access to recycling • Decrease in recycling rate
Universal	• More access to recycling • Potential to increase recycling rate	• More total cost to City • More cost per household • Potential to increase contamination in recycling

CONFIDENTIAL BUSINESS, FINANCIAL AND PROPRIETARY INFORMATION

Republic Service Options: Quarterly or On-Call Bulky

- Proposed Service level similar to current service level
- Bulky fee in the base Trash fee for both quarterly and on-call
- Setout limits: 4 cubic yards once per quarter
- Additional Bulky service available for additional $50 per pickup cost to resident for either Quarterly or On-Call

	Pro	Con
Quarterly	• Scheduled, recurring service	• Not all residents will use the service each quarter • Residents may not be aware of the when their service is scheduled • Material sits on the curb until collected
On-Call	• Residents schedule once a quarter as needed • Material collected soon after set out on the curb	• Not all residents will use the service eligible each quarter • Residents may not be aware of the service or confused about how to schedule it

CONFIDENTIAL BUSINESS, FINANCIAL AND PROPRIETARY INFORMATION

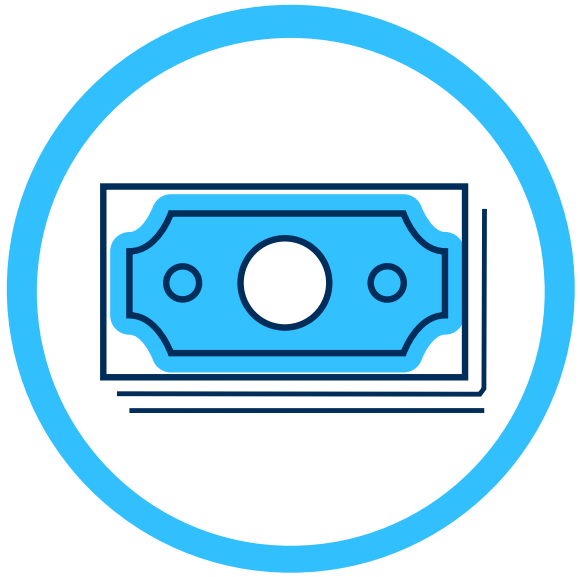
05

STAFF RECOMMENDATION

CONFIDENTIAL BUSINESS, FINANCIAL AND PROPRIETARY INFORMATION

Republic Services Benefits

Lowest cost proposal



Familiar Vendor Provides Operational Benefit



Minimal Transition Concerns



Staff Recommendation

Vendor Selection

- Select Republic Services
- Authorize Staff to negotiate with Republic Services

Service Options

- On-Call Bulky Pickup
- Council feedback on opt-in or universal recycling

CONFIDENTIAL BUSINESS, FINANCIAL AND PROPRIETARY INFORMATION

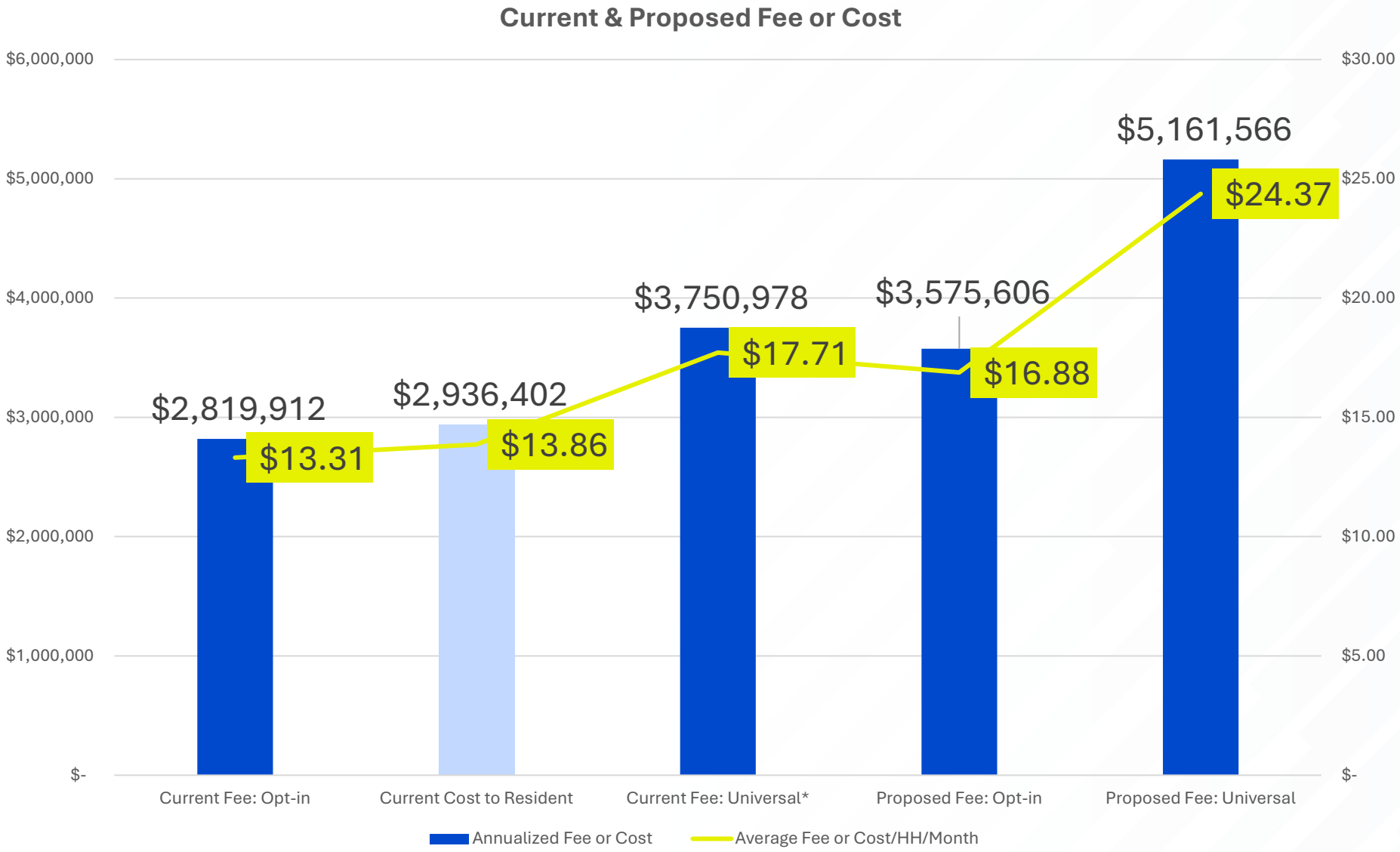
Service Recommendation: Closet to Current Service Levels

Option	Description of Service	Total Annual Fee	
		Current Fee	Proposal 1
Option 1: Opt-In Recycling			
Trash	Yard & Brush NOT collected with Trash*	$2,719,512	$2,937,666
Recycling	Opt-In	$100,400	$108,440
Yard & Brush	Separate Yard and Brush Waste Collection	N/A	$529,500
Bulky	Collection by Appointment*	N/A	Included
	Total	**$2,819,912**	**$3,575,606**
	Average Fee per Household per Month	**$13.31**	**$16.88**
Option 2: Universal Recycling			
Trash	Yard Waste and Brush NOT collected with Trash	N/A	$2,937,666
Recycling	Universal Recycling	N/A	$1,694,400
Yard & Brush	Separate Yard and Brush Waste Collection	N/A	$529,500
Bulky	Collection by Appointment	N/A	Included
	Total	N/A	**$5,161,566**
	Average Fee per Household per Month	N/A	**$24.37**

**Yard & Brush and Bulky currently collected WITH Trash*

CONFIDENTIAL BUSINESS, FINANCIAL AND PROPRIETARY INFORMATION

Cost Comparison: City & Residents



**Current universal recycling assumes the same per HH cost as opt-in. Fee estimate provided for comparison purposes only.*

CONFIDENTIAL BUSINESS, FINANCIAL AND PROPRIETARY INFORMATION

Cost Options

- Universal Recycling: City purchases carts
  - Reduce annual cost by $211,800 or $1.00 per resident per month
- Annual contribution from Solid Waste Fund
  - Gradual or static
  - $211,800 annually per $1.00 per resident per month reduction

CONFIDENTIAL BUSINESS, FINANCIAL AND PROPRIETARY INFORMATION

06

NEXT STEPS

CONFIDENTIAL BUSINESS, FINANCIAL AND PROPRIETARY INFORMATION

Next Steps

- Council Decisions
  - Select a finalist and direct City Staff to negotiate the final agreement
  - Decide between Quarterly or On-Call Bulky
  - Decide between Opt-in or Universal Recycling
  - Council review and decision on final agreement
- Staff
  - Contract negotiations

CONFIDENTIAL BUSINESS, FINANCIAL AND PROPRIETARY INFORMATION



Thank You

JOPLIN CITY COUNCIL
APRIL 6, 2026
MEETING MINUTES

CALL TO ORDER
The April 6, 2026, regular meeting of the Joplin City Council was called to order at 6:00 p.m. by Mayor Keenan Cortez.

INVOCATION was read by City Clerk, Holly Nagy

PLEDGE OF ALLEGIANCE TO THE UNITED STATES OF AMERICA was led by the winners of the Boys & Girls Club Poster contest.

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

PRESENTATIONS
Fair Housing Proclamation/Boys & Girls Club Poster Contest

Chamber of Commerce Quarterly Update
Betsy Mense from the Chamber and Amy Kaufman from MoKAN presented.

FINALIZATION OF CONSENT AGENDA

REPORTS AND COMMUNICATIONS
News from the Public Information Office
Lynn Onstot, Public Information Officer presented.

CITIZEN REQUESTS AND PETITIONS
The following residents addressed Council:
Maurice Filson
Chris Hammer
Christopher Swanton

PUBLIC HEARINGS
Public Hearing Procedures were read by City Clerk Holly Nagy

PUBLIC HEARING FOR COUNCIL BILL NO. 2026-260
Mayor Cortez opened the Public Hearing

No one spoke in favor of this item.
No one spoke in opposition of this item.

The Public Hearing was closed.

COUNCIL BILL NO. 2026-260

Mr. Lawson introduced Council Bill No. 2026-260- AN ORDINANCE providing to vacate right-of-way for property known as Old McIntosh Cir., lying near property described as 3201 McIntosh Cir., City of Joplin, Newton County, Missouri.

Mr. Bellairs explained that this item needs to be stricken from the record as the wrong legal description was provided.

Motion by Mr. Lawson, second by Mr. Bard, that Council Bill No. 2026-260 be **stricken**. Voting in favor were Council Members: Bard, Carlin, Copple, Cortez, DeTar, Farnham, Jackson, Lawson and Shaw. 9.

PUBLIC HEARING FOR COUNCIL BILL NO. 2026-261

Mayor Cortez opened the Public Hearing
Dustin Millis, contractor for project spoke in favor of this item.
No one spoke in opposition of this item.
The Public Hearing was closed.

COUNCIL BILL NO. 2026-261

Mr. DeTar introduced Council Bill No. 2026-261- AN ORDINANCE amending the Joplin Development Code, Ordinance No. 2022-119, passed by the Council of the City of Joplin, Missouri, August 1, 2022, being Appendix 29-A of the Joplin Municipal Code. Motion by Mr. DeTar, second by Mr. Jackson that Council Bill No. 2026-261 be **tabled**.

Mr. Bard would like for this item to pertain only to new construction when it comes back to Council.

Voting in favor were Council Members: Bard, Carlin, Copple, Cortez, DeTar, Farnham, Jackson, Lawson and Shaw, 9.

PUBLIC HEARING FOR COUNCIL BILL NO. 2026-262

Mayor Cortez opened the Public Hearing
Zach Imbus spoke in favor of this item.
No one spoke in opposition of this item.
The Public Hearing was closed.

COUNCIL BILL NO. 2026-262

Mr. Bard introduced Council Bill No. 2026-262- AN ORDINANCE approving the voluntary annexation by the Council of the City of Joplin, Missouri, of property generally described as approximately 25 acres approximately 450 feet East of the Southeast corner of East 32nd Street and South Kodiak Rd, Newton County, Missouri. Motion by Mr. Bard, second by Mr. Jackson that Council Bill No. 2026-262 be placed on First Reading and passed. Voting in favor were Council Members: Bard, Carlin, Copple, Cortez, DeTar, Farnham, Jackson, Lawson and Shaw, 9.

PUBLIC HEARING FOR COUNCIL BILL NO. 2026-263
Mayor Cortez opened the Public Hearing
Zach Imbus spoke in favor of this item.
No one spoke in opposition of this item.
The Public Hearing was closed.

COUNCIL BILL NO. 2026-263
Mr. DeTar introduced Council Bill No. 2026-263- 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 M-2 (Heavy Industrial) property as described below and generally known as approximately 25 acres approximately 450 feet East of the Southeast corner of East 32nd St and South Kodiak Rd, Newton County, Missouri. Motion by Mr. DeTar, second by Ms. Carlin that Council Bill No. 2026-263 be placed on First Reading and passed. Voting in favor were Council Members: Bard, Carlin, Copple, Cortez, DeTar, Farnham, Jackson, Lawson and Shaw, 9.

PUBLIC HEARING FOR COUNCIL BILL NO. 2026-264
Mayor Cortez opened the Public Hearing
Angela Hudson spoke in favor of this item.
No one spoke in opposition of this item.
The Public Hearing was closed.

COUNCIL BILL NO. 2026-264
Mr. DeTar introduced Council Bill No. 2026-264- 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-2 (Two-Family Residential) and include in R-2 HL (Two-Family Residential – Historic Landmark Overlay) property as described below and generally known as 612 West E Street, Jasper County, Missouri. Motion by Mr. DeTar, second by Ms. Carlin that Council Bill No. 2026-264 be placed on First Reading and passed. Voting in favor were Council Members: Bard, Carlin, Copple, Cortez, DeTar, Farnham, Jackson, Lawson and Shaw, 9.

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

Minutes of the March 16, 2026, Joplin City Council Meeting

COUNCIL BILL NO. 2026-112 - AN ORDINANCE approving the City of Joplin to enter into an agreement with KCI Construction Company in the amount of One Hundred Twenty-Two Thousand Two Hundred Ninety and 00/100 dollars ($122,290.00) for construction of the Newman Road Bridge Deck Repairs project and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin and setting a date when the Ordinance shall become effective. **Ordinance No. 2026-051.**

COUNCIL BILL NO. 2026-115- AN ORDINANCE authorizing the City of Joplin to enter into a work authorization with Allgeier, Martin and Associates, Inc. for Professional Engineering Consulting Services in the not to exceed amount of Four Hundred Thirty Thousand and 00/100 Dollars ($430,000.00) for the Shoal Creek Wastewater Treatment Plant Final Clarifier Addition and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and, setting a date when this Ordinance shall become effective. **Ordinance No. 2026-052.**

COUNCIL BILL NO. 2026-116 - AN ORDINANCE authorizing the City of Joplin to enter into a work authorization with Allgeier, Martin and Associates, Inc. for engineering consultation services in the not to exceed amount of Ninety-Eight Thousand and 00/100 Dollars ($98,000.00) for the Wastewater Treatment Plants Electrical Upgrades and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and, setting a date when this Ordinance shall become effective. **Ordinance No. 2026-053.**

COUNCIL BILL NO. 2026-117 - AN ORDINANCE authorizing the City of Joplin to enter into a work authorization with Allgeier, Martin and Associates, Inc. for engineering consultation services in the not to exceed amount of Eighty-Eight Thousand and 00/100 Dollars ($88,000.00) for the Wastewater Treatment Plants Lime Silo and Digester Roof Rehabilitation Project and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and, setting a date when this Ordinance shall become effective. **Ordinance No. 2026-054.**

COUNCIL BILL NO. 2026-508 - AN ORDINANCE approving an agreement for banking and depository services by and between Commerce Bank and the City of Joplin, Missouri, for Commerce Bank to provide banking and depository services to the City of Joplin; authorizing the City Manager to execute said agreements; and setting a date when this Ordinance shall become effective. **Ordinance No. 2026-055.**

COUNCIL BILL NO. 2026-606 - AN ORDINANCE approving the purchase of annual insurance premiums from multiple insurance carriers to provide property, casualty and liability coverage for the City of Joplin; authorizing the City Manager to execute said agreement; and setting a date when this Ordinance shall become effective. **Ordinance No. 2026-056.**

RESOLUTIONS

Mr. Lawson introduced Resolution No. 2026-006 - A RESOLUTION authorizing the submittal of an application with the Missouri State Historic Preservation Office for the FY 2026 Historic Preservation Fund Grant for the Intensive Level Architectural Survey of North Heights Phase II, and future phases. Motion by Mr. Lawson, second by Mr. Copple, that Resolution No. 2026-006 be approved. Voting in favor were Council Members: Bard, Carlin, Copple, Cortez, DeTar, Farnham, Jackson, Lawson and Shaw, 9.

ORIDNANCES – EMERGENCY

Break was taken at 7:53 PM. Meeting reconvened at 8:01 PM.

ORDINANCES – FIRST READING

COUNCIL BILL NO. 2026-121

Mr. Copple introduced Council Bill No. 2026-121 - AN ORDINANCE approving Amendment #3 to Work Authorization OLS-OC24-001 with Olsson for professional engineering consultation services in the not to exceed amount of One Hundred Thirty-Six Thousand Seven Hundred Eighty-Three and 00/100 dollars ($136,783.00) for the 7th Street Sanitary Sewer Relocation Project and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and, setting a date when this Ordinance shall become effective. Motion by Mr. Copple, second by Ms. Carlin that Council Bill No. 2026-121 be passed on the first reading and advanced to second and third. Voting in favor were Council Members: Bard, Carlin, Copple, Cortez, DeTar, Farnham, Jackson, Lawson and Shaw, 9. The Bill was read as Council Bill No. 2026-121.

COUNCIL BILL NO. 2026-122

Mr. Lawson introduced Council Bill No. 2026-122- AN ORDINANCE approving the City of Joplin to enter into a construction agreement with APAC Central, Inc. in the amount of One Million Thirteen Thousand Five Hundred Eighty-Seven and 02/100 Dollars, ($1,013,587.02) for the Mill and Overlay 2026 project; authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin and setting a date when this Ordinance shall become effective. Motion by Mr. Lawson, second by Dr. Farnham that Council Bill No. 2026-122 be passed on the first reading and advanced to second and third. Voting in favor were Council Members: Bard, Carlin, Copple, Cortez, DeTar, Farnham, Jackson, Lawson and Shaw, 9. The Bill was read as Council Bill No. 2026-122.

COUNCIL BILL NO. 2026-265

Mr. DeTar introduced Council Bill No. 2026-265- AN ORDINANCE authorizing the City of Joplin to enter into an Agreement with Crafton, Tull & Associates, Inc. for Professional Planning Services relating to the creation of the Active Transportation and Bicycle & Pedestrian Plan updates for the Joplin Area Transportation Planning Organization (JATSO); authorizing the City Manager to execute said Agreement for the City of Joplin; and setting a date when this Ordinance shall become effective. Motion by Mr. DeTar, second by Mr. Bard, that Council Bill No. 2026-265 be passed on the first reading and advanced to second and third. Voting in favor were Council Members: Bard, Carlin, Copple, Cortez, DeTar, Farnham, Jackson, Lawson and Shaw, 9. The Bill was read as Council Bill No. 2026-265.

COUNCIL BILL NO. 2026-401

Mr. Bard introduced Council Bill No. 2026-401 - AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and Joplin Economic Housing Development Initiative that pertains to 2024 and 2025 HOME funds in the total amount not to exceed $310,000.00; authorizing the City Manager or his designee to execute same on behalf of the City of Joplin. Motion by Mr. Bard, second by Mr. Jackson, that Council Bill No. 2026-401 be passed on the first reading and advanced to second and third. Voting in favor were Council Members: Bard, Carlin, Copple, Cortez, DeTar, Farnham, Jackson, Lawson and Shaw, 9. The Bill was read as Council Bill No. 2026-401.

COUNCIL BILL NO. 2026-402

Mr. Copple introduced Council Bill No. 2026-402 - AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and Joplin Economic Housing Development Initiative that pertains to 2024 and 2025 HOME funds in the total amount not to exceed $175,000.00; authorizing the City Manager or his designee to execute same on behalf of the City of Joplin. Motion by Mr. Copple, second by Mr. Lawson, that Council Bill No. 2026-402 be passed on the first reading and advanced to second and third. Voting in favor were Council Members: Bard, Carlin, Copple, Cortez, DeTar, Farnham, Jackson, Lawson and Shaw, 9. The Bill was read as Council Bill No. 2026-402.

COUNCIL BILL NO. 2026-509

Dr. Farnham introduced Council Bill No. 2026-509 - 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. Motion by Dr. Farnham, second by Mr. DeTar that Council Bill No. 2026-509 be passed on the first reading and advanced to second and third. Voting in favor were Council Members: Bard, Carlin, Copple, Cortez, DeTar, Farnham, Jackson, Lawson and Shaw, 9. The Bill was read as Council Bill No. 2026-509.

COUNCIL BILL NO. 2026-607

Mr. Jackson introduced Council Bill No. 2026-607 - AN ORDINANCE approving a Purchase Order to be issued to Superion, LLC., to cover the annual support payment for the financial software and related systems as budgeted amount of $227,063.26, was budgeted and approved for FY2026 by Council during the budget process and finalized by Ordinance 2025-538 on October 20, 2025; and establishing a date when it shall become effective. Motion by Mr. Jackson, second by Mr. Bard that Council Bill No. 2026-607 be passed on the first reading and advanced to second and third. Voting in favor were Council Members: Bard, Carlin, Copple, Cortez, DeTar, Farnham, Jackson, Lawson and Shaw, 9. The Bill was read as Council Bill No. 2026-607.

COUNCIL BILL NO. 2026-608

Dr. Farnham introduced Council Bill No. 2026-608 - AN ORDINANCE Authorizing the City of Joplin to issue a purchase order to Don Brown Chevrolet in the amount of One Hundred and Fourteen Thousand One Hundred Eighty-Eight Dollars and No Cents ($114,188.00) for the purchase of two (2) Chevy Tahoe Police vehicles; authorizing the City Manager to execute the same by and on behalf of the City of Joplin and setting an effective date. Motion by Dr. Farnham, second by Mr. Bard, that Council Bill No. 2026-608 be passed on the first reading and advanced to second and third. Voting in favor were Council Members: Bard, Carlin, Copple, Cortez, DeTar, Farnham, Jackson, Lawson and Shaw, 9. The Bill was read as Council Bill No. 2026-608.

SECOND AND THIRD READING

UNFINISHED BUSINESS

Ms. Carlin requested clarification regarding the Council-approved changes to the CVB Board membership.

City Attorney Edwards reviewed the Memorandum of Understanding (MOU) adopted on February 2, 2026, noting that it does not specify a timeline for realigning the Board.

Mr. Jackson stated his understanding that several members are nearing the end of their terms and that changes would occur through attrition, with those positions to be filled by hotelier representatives.

Ms. Carlin expressed the importance of ensuring the Council follows through on its prior commitments.

Mr. Copple suggested that ordinances be prepared in advance for consideration as board member terms expire.

Mr. Cortez stated that his understanding was that the MOU would be complied with and that the promises made would be adhered to.

NEW BUSINESS

Amanda Bearden addressed Council regarding homelessness.

Hannah Dyer addressed Council regarding letter of support by City Manager promising tax abatements to proposed Wildwood Data Center Project.

Spencer Fields addressed Council regarding elections and proposed Wildwood Data Center.

Mr. Copple raised safety concerns regarding Momentum Bike Park and requested that they be addressed. He also recommended that Animal Control Officers (ACOs) continue making direct contact in animal abuse/neglect cases rather than leaving business cards without continued follow-up.

Mr. DeTar requested a review of ordinances related to data centers prior to consideration of any proposed data center plans.

The meeting was adjourned at 9:13 p.m.

Respectfully,

Holly Nagy
City Clerk

JOPLIN CITY COUNCIL
SPECIAL MEETING MINUTES
APRIL 13, 2026

CALL TO ORDER

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

Invocation was read by City Clerk Holly Nagy

Pledge of Allegiance was led by Gary Shaw

READING OF THE SPECIAL CALL

City Clerk Holly Nagy read the Special Call:
Notice is hereby given that the City Council of the City of Joplin, Missouri, will hold a Special Meeting beginning at 6:00 p.m. on Monday, April 13, 2026, in the Council Chambers of City Hall, 602 S. Main Street, Joplin, Missouri, for the purpose of receiving the official report of the April 7, 2026, General Municipal Election; administering the Oaths of Office of the newly elected council members; and electing the 2026-2028 Mayor and Mayor Pro Tem.

ROLL CALL: PRESENT: Charles Copple, Keenan Cortez, Josh DeTar, Mark Farnham, Doug Lawson, Doris Carlin, Gary Shaw, Josh Bard, and Ryan Jackson. Also, in attendance were City Manager Nick Edwards and City Attorney Peter Edwards.

RESULTS OF THE APRIL 7, 2026, GENERAL MUNICIPAL ELECTION

The City Clerk's office has received the official returns of the April 7, 2026, General Municipal Election as verified by the County Clerks of Jasper and Newton Counties.

It is found and declared that the results are as follows:

For General Council Members 4-year term
Josh DeTar– 3,004
Natasha Klue-Michael – 1,965
Brian Cowles Sr. –2,055
Mary Price – 2,961
Jamie Hammond – 1,851
Mathew Wolsey -1,643

For Zone I Council Member
Rob O'Brian – 4,065

For Zone IV Council Member
Eli Moran – 4,158

Proposition Police and Fire passed with 4,443 voting yes and 1,196 voting no.
Charter Amendment No. 2 passed with 2,695 voting yes and 2,519 voting no.

For the record 8,903 people voted in this general municipal election.

Josh DeTar and Mary Price and Brian Cowles, Sr. are the candidates who received the greatest number of votes for the office of General Councilmember and is declared elected to a four-year term.
Rob O'Brian is the candidate who received the greatest number of votes for the office of Zone I Councilmember and is declared elected to a four-year term.

Eli Moran is the candidate who received the greatest number of votes for the office of Zone IV Councilmember and is declared elected to a four-year term.

Respectfully submitted, Holly Nagy, City Clerk

Motion by Mr. DeTar, second by Mr. Lawson to approve the April 7, 2026, general municipal election results. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Carlin, Shaw, Bard, and Jackson, 9. Nays: 0.

RECOGNITION FOR OUTGOING COUNCIL MEMBERS

Mayor Cortez recognized outgoing Council Members Doris Carlin and Doug Lawson with an appreciation plaque for their years of service on the Joplin City Council.

In recognition of his 24 years of distinguished service as a Council Member to the City of Joplin, Gary Shaw was honored with a Resolution from State Senator Jill Carter and presented with a Key to the City by Mayor Cortez.

NEW BUSINESS

Adjourn Sine Die of the current Council.

Mayor Cortez closed the Joplin City Council meeting. Outgoing council members Doris Carlin, Doug Lawson and Gary Shaw stepped down from the dais.

City Clerk Holly Nagy took the mayor's chair and called the meeting to order.

Judge Podleski approached the dais to administer the oaths of office to the newly elected and re-elected Council Members. The order of swearing-in is determined by the number of votes received, starting with the highest number of votes. Judge Podleski administered the oaths of office to:

Zone IV Council Member/4 yrs: Eli Moran
Zone I Council Member/4 yrs.: Rob O'Brian
General Council Member/4 yrs.: Josh DeTar
General Council Member/4 yrs: Mary Price
General Council Member/4 yrs: Brian Cowles, Sr.

Election of Mayor

City Attorney Edwards read the procedures for the election of the Mayor and Mayor Pro Tem for the City of Joplin as directed by Charter. Ms. Nagy conducted the election of the Mayor by asking for nominations.

Mr. Copple nominated Josh DeTar for the position of Mayor. Mr. Moran nominated Rob O'Brian.

Voting in favor of Mr. DeTar were Copple, DeTar, Cortez, and Bard, 4.

Voting in favor of Mr. O'Brian were Price, Moran, Cowels, O'Brian, and Jackson, 5.

Upon tallying the votes, Mr. O'Brian received the majority and was declared Mayor.

Election of Mayor Pro Tem

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

Mr. DeTar nominated Charles Copple. Ms. Price nominated Keenan Cortez.

Voting in favor of Charles Copple were Council Members: Copple, DeTar, 2.

Voting in favor of Keenan Cortez were Council Members: Cortez, Cowles, Moran, Price, O'Brian, Bard and Jackson, 7.

Mr. Cortez received the majority and was declared Mayor Pro Tem.

There being no further business to come before council the meeting was adjourned at 6:40 p.m.

Respectfully submitted,

Holly Nagy, City Clerk

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2026-121 – Amendment #3 to Work Authorization OLS-OC24-001 with Olsson for Professional Engineering Consulting Services for the 7th Street Sanitary Sewer Relocation Project.

MEETING DATE
April 6th, 2026

ORIGINATING DEPT
Public Works – Engineering

ATTACHMENTS
CB2026-121 Ordinance, Amendment #3 to Work Authorization OLS-OC24-001

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

SUMMARY
This Council Bill authorizes the City to approve an Amendment to Work Authorization OLS-OC24-001 with Olsson in the not to exceed amount of One Hundred Thirty-Six Thousand Seven Hundred Eighty-Three and 00/100 dollars ($136,783.00) for professional engineering consulting services for the 7th Street Sanitary Sewer Relocation Project.

BACKGROUND
On May 6, 2024, the City Council approved Work Authorization OLS-OC24-001 with Olsson to design the relocation of sanitary sewer facilities outside of the Route 66 pavement ahead of MoDOT's roadway improvement project. This Amendment #3 to this work authorization will cover construction phase services, including coordination with the contractor and MoDOT, reviewing submittals, construction testing, project close-out, and ensuring compliance with plans and specifications. The fees submitted by Olsson have been reviewed by the City staff and are found to be within the industry standards.

ITEM DESCRIPTION	ANTICIPATED COST	FUNDING SOURCE	ESTIMATED TIMELINE
Design, Survey, & Bidding	$ 202,500.00 (Actual)	Sanitary Sewer	Completed
Real Estate Acquisition, & Railroad Submittal	$ 75,850.00 (Actual)	Sanitary Sewer	On-going
Construction	$ 2,738,795.92 (Actual)	Sanitary Sewer	April 2026
Construction Services	$ 136,783.00	Sanitary Sewer	April 2026
Grand Total	$ 3,141,915.92	Sanitary Sewer	

FUNDING SOURCE
The current cost of $136,783.00 is included in the Fiscal Year 2026 Sanitary Sewer Budget. The total budgeted amount for Sewer Improvements is $6,407,000.00. Adequate funds are available in the Sanitary Sewer Fund for this expenditure.

RECOMMENDATION

Staff recommend approval of this Council Bill on first reading.

MASTER AGREEMENT FOR PROFESSIONAL SERVICES
WORK ORDER NO. OLS-OC24-001
AMENDMENT NO. 3

Date: March 13, 2026

This AMENDMENT ("Amendment") hereby amends Work Order No. OLS-OC24-001 which was executed May 7, 2024 between the City of Joplin, Missouri ("Client") and Olsson, Inc. ("Olsson") providing for professional services for the following Project (the "Agreement"):

PROJECT DESCRIPTION AND LOCATION

Project is located at: 7th Street, Joplin, Missouri

Project Description: Sanitary Sewer Relocation Plans

Work Order # OLS-OC24-001 is amended as follows:

SCOPE OF SERVICES

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

Phase 800 - Construction Phase Services

Task 810 - Construction Phase Services **$103,894.00**

Olsson shall perform the following construction phase services:

- Attend a pre-construction meeting
- Receive, log and, review Contractor submittals (i.e. shop drawings, cut sheets)
- Answer Contractors' questions and interpret construction documents. Questions and interpretations will be answered with a written Request for Information (RFI) or similar process.
- Attend monthly progress meeting, as coordinated by the Contractor to evaluate progress
- Assist Client in processing amendments and/or change orders from the Contractor
- Assist Client in reviewing monthly payment requests

1027 S. Main Street / Suite 503 / Joplin, MO 64801
O 417.781.0643 / **F** 417.781.4714 / **olsson.com**

Task 820 - Project Closeout **$12,019.00**

Olsson shall perform the following project close-out services:

- Review CCTV documentation provided by the Contractor prior to the final inspection meeting and include deficiencies on the punch list submitted to the Contractor
- Review and consolidate as-builts provided by the Contractor
- Provide record copies in electronic format of the following at Project closeout:
    - Requests for information (RFIs)
    - Meeting minutes
    - Inspection reports provided under Phase 900
    - Construction progress photographs
    - Site visit reports
    - Testing reports
    - Quality control testing reports
    - COs and PCOs
    - As-built drawings

Electronic documents shall be provided via a portable hard drive or flash drive unless otherwise approved by the Client. Files shall be organized in folders by type of document.

PHASE 800 TOTAL: $115,913.00

Phase 900 - Construction Testing

Client has requested construction testing services for utility trench backfill, reinforced concrete, and pavement subgrades. Olsson shall provide the following services:

Fill Placement/Utility Trench Backfill

Prior to fill placement, subgrades should be stripped of vegetation, topsoil, and any other deleterious material. Representatives of Olsson shall observe the stability and moisture content of the subgrades. The subgrades should be proofrolled with a fully loaded tandem axle dump truck.

Samples of materials proposed for use as structural fill and/or utility trench backfill will be obtained for laboratory testing. Laboratory tests, including standard Proctors and Atterberg limits tests, will be performed to classify and determine physical properties of the proposed fill/backfill materials. Olsson shall observe and test structural fill placed within the footprint of the proposed improvements. Olsson shall test backfill placed within segments of the utility trenches.

Reinforced Concrete

Observe placement of reinforcing steel in the encasements, pavement repairs, curb/gutter, and driveways for the proposed construction. Field tests, including slump, air entrainment. and temperature, will be performed on samples of concrete obtained from these improvements. Cylinders will be cast from the concrete used in the construction for compressive strength testing.

Pavement Subgrades
Evaluate structure and pavement subgrades with respect to stability and moisture content prior to construction of the on-grade slabs and or pavements. Subgrades should be proofrolled with a fully loaded tandem axle dump truck.

Contractor's Superintendent should schedule subgrade evaluations within 48-hours of paving or following any significant weather event that could affect the performance of the pavement subgrade. Subgrades should be reobserved if weather conditions change or if construction of the on-grade slab and/or pavements is delayed more than 48-hours after initial observation.

Reporting
Prepare typed field reports summarizing each day's field observations, presenting test results, and detailing items not in compliance with the project drawings and/or specifications. Draft copies of the field reports will be provided daily to the designated field representative if requested.

Field reports will be reviewed by Project Manager and if required summarized in bi-weekly letters transmitted to the Client, Architect, Structural Engineer, Contractor, and Structure Official. Olsson is not responsible for the Contractor's means or methods and does not have the obligation or authority to stop Contractor's work. Olsson's responsibility as special inspector is to report our field observations and test results to the Contractor and Client as provided herein.

Following completion of the Project, if requested Olsson shall prepare a final summary report stating its opinion with regard to whether the portions of the work that were observed, inspected and/or tested were in compliance with the Project specifications.

Safety
It is the responsibility of the Contractor or Subcontractors to provide safe access to work requiring observation or testing by the special inspector or tester. It is also the responsibility of the Contractor or Subcontractors to provide OSHA compliant barriers or barricades around excavations greater than 6 feet in depth. In instances where barriers or barricades are not provided or work requiring observation or testing must be performed while within the area protected by barriers or barricades, the contractor shall provide and install an anchor point that meets the OSHA standard for fall protection for use by the special inspector or tester. The anchorage point shall be provided near excavations 6 feet or greater in depth where observation or testing is required. The anchorage point cannot be a piece of equipment that can be moved (like a drill rig or piece of earth working equipment). These anchorage points may need to be moved by the contractor when work requiring observation or testing is needed in other locations.

When fall protection is needed for Olsson personnel to perform their work, we will supply our personnel with harnesses and lanyards which can be tied off to contractor-provided anchorage points. If the Contactor cannot supply an anchorage point for Olsson, Olsson shall work with the Contractor to come up with a solution possibly including Olsson providing own anchorage, which may cause a delay to obtain the equipment needed and will result in additional charges to the Client.

PHASE 900 TOTAL: $20,870.00

AMENDMENT TOTAL: $136,783.00

EXCLUSIONS

Upon Client request, Olsson shall provide the following services under a supplemental Agreement:

- Stormwater Pollution Prevention Plan (SWPPP) inspections. Performed by Others.
- Testing of asphalt pavement
- Testing relating to shop inspection for the fabrication of the structural steel framing members and mechanical inspections of field erected members (plumb or other dimensional characteristics) has not been included in this cost estimate. Often, the Structure Official will waive the special inspection requirement for shop inspection of structural steel if the fabrication shop is certified and can provide proof of certification on their signed company letterhead. If it is determined that these items are required for special inspection, we would be willing to review the applicable project plans and specifications to provide an additional estimate to provide these services.

SCHEDULE FOR OLSSON'S SERVICES

Unless otherwise agreed, Olsson expects to perform its services covered by this Amendment as follows:

Anticipated Construction Start Date:	March 2026
Anticipated Construction Completion Date:	March 2027

Olsson will endeavor to start its services on the Anticipated Start Date and to complete its services on the Anticipated Completion Date. However, the Anticipated Start Date, the Anticipated Completion Date, and any milestone dates are approximate only, and Olsson reserves the right to adjust its schedule and any or all of those dates at its sole discretion, for any reason, including, but not limited to, delays caused by Client or delays caused by third parties.

COMPENSATION

For the additional Scope of Services specifically set forth in this Amendment, Client shall pay Olsson the following fee in addition to the fee(s) set forth in the Agreement:

Client shall pay to Olsson for the performance of the Scope of Services, the actual time of personnel performing such services in accordance with the Labor Billing Rate Schedule(s), and all actual reimbursable expenses in accordance with the Reimbursable Expense Schedule attached to this Agreement. Olsson shall submit invoices on a monthly basis, and payment is due within 30 calendar days of invoice date.

Olsson's Scope of Services will be provided on a time-and-expense basis not to exceed One Hundred Thirty-Six Thousand Seven Hundred Eighty-Three Dollars ($136,783.00).

TERMS AND CONDITIONS OF SERVICE

All provisions of the original Agreement not specifically amended herein shall remain unchanged.

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

OLSSON, INC.

By  By _____

Matthew Jessop, P.E. Clayton Cristy, P.E.

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

CITY OF JOPLIN, MISSOURI

By _____
Signature

Printed Name _____

Title _____ Dated: _____

Attachments
Labor Billing Rate Schedule
Reimbursable Expense Schedule

Engineering Fee Calc Sheet - Construction Phase Services

Date: 3/12/2026
Job: 7th Street Sewer CPS

Phase/ Task	Description of Work	LABOR			EXPENSES				TOTALS			
		Project Manager II	Design Associate I	Assistant Engineer I	Consulting Fee	Travel, Mile, Car	Meals	Misc	Total Man-Days	Total Labor Fee	Total Expense Fee	Total Fee
		Matthew Jessop	Kristina Tucker	Sam Bauer								
		$289.00	$142.00	$116.00	$1.00	$0.70	$10.00	$1.00				
800	**CONSTRUCTION PHASE SERVICES**								-	$ -		
100001	Project Management	98.00	24.50	24.50					18.38	$ 34,643.00	$ -	$ 34,643.00
100002	Pre-Con Meeting & Progress Meetings	88.00	22.00	22.00		5000.00			16.50	$ 31,108.00	$ 3,500.00	$ 34,608.00
100003	Submittals & RFI's	44.00	11.00	11.00					8.25	$ 15,554.00	$ -	$ 15,554.00
100004	Amendments, Change Orders, Monthly Pay Requests	54.00	13.50	13.50					10.13	$ 19,089.00	$ -	$ 19,089.00
100005	Project Close-out & As-builts	34.00	8.50	8.50					6.38	$ 12,019.00	$ -	$ 12,019.00
									-	$ -	$ -	$ -
									-	$ -	$ -	$ -
GRAND TOTAL						5000.0			59.64	$ 112,413.00	$ 3,500.00	$ 115,913

2026 Olsson Billing Rate Schedule

Description	Range		
Principal	$156.00	-	$486.00
Project Manager	$136.00	-	$294.00
Project Professional	$101.00	-	$258.00
Assistant Professional	$76.00	-	$187.00
Designer	$109.00	-	$238.00
CAD Operator	$66.00	-	$232.00
Survey	$61.00	-	$230.00 *
Construction Services	$56.00	-	$305.00 *
Administrative/Clerical	$51.00	-	$266.00

Note:

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

REIMBURSABLE EXPENSE SCHEDULE

The expenses incurred by Olsson or Olsson's independent professional associates or consultants directly or indirectly in connection with the Project shall be included in periodic billing as follows:

Classification	Cost
Automobiles (Personal Vehicle)	$0.725/mile*
Suburban's and Pick-Ups	$0.75/mile*
Automobiles (Olsson Vehicle)	$95.00/day
Automobile (Olsson EV)	$85.00/day
Other Travel or Lodging Cost	Actual Cost**
Meals	Actual Cost**
Printing and Duplication including Mylars and Linens	
In-House	Actual Cost
Outside	Actual Cost+10%
Postage & Shipping Charges for Project Related Materials including Express Mail and Special Delivery	Actual Cost
Film and Photo Developing	Actual Cost+10%
Telephone and Fax Transmissions	Actual Cost+10%
Miscellaneous Materials & Supplies Applicable to this Project	Actual Cost+10%
Copies of Deeds, Easements or other Project Related Documents	Actual Cost+10%
Fees for Applications or Permits	Actual Cost+10%
Sub-Consultants	Actual Cost+10%
Taxes Levied on Services and Reimbursable Expenses	Actual Cost

*Rates consistent with the IRS Mileage Rate Reimbursement Guidelines (Subject to Change).
**Rates consistent with the U.S. General Services Administration (GSA) Per Diem for Reimbursable Lodging, Meals and Incidental Costs (Subject to Change).

CITY		ENGINEER	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: OLSSON, INC Address: 1717 S. Boulder, Suite 600 TULSA, OK 74119	
Attention: John Cruz		Attention: Matthew Jessop, PE Clayton Cristy, PE	
Department: Public Works/Engineering		Phone: 918-900-6917	Department: WTR/WW
Phone: 417.624.0820	Fax: 417.624.4620	Fax:	

AMENDMENT 3 TO WORK AUTHORIZATION NUMBER OLS-OC24-001

TO AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES

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

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

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

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

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

5. **Payment**.

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

b. **Total compensation not to exceed**. It is expressly understood that in no event will the total additional compensation and reimbursement for the Scope of Work described in this Amendment be paid to the Engineer under the terms of Work Authorization Number **OLS-OC24-001** exceed the sum of One Hundred Thirty-Six Thousand Seven Hundred Eighty-Three and 00/100 dollars ($136,783.00)

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

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

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

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

Such policies shall name the City as an additional insured with limits of liability not less than the sovereign immunity limits for Missouri public entities calculated by the Missouri Department of Insurance as of January 1 each calendar year and published annually in the Missouri Register pursuant to Section 537.610, RSMo.
(See, Sovereign Immunity Limits | Missouri Department of Insurance).

As of January 1, 2026, the minimum coverage for the insurance referred to herein shall be as set out below:

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

b. Commercial General Liability Insurance, including coverage for Contractual Liability and Independent Contractors Liability. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Three Million Five Hundred Forty-Seven Thousand Six Hundred Fifty Eight and no/100 Dollars ($3,547,658.00) for all claims arising out of a single accident or occurrence and at least Five Hundred Thirty Two Thousand One Hundred Forth Eight and no/100 Dollars ($532,148.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Engineer agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorney's fees of Engineer, its employees, officers or agents. Engineer agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Three Million Five Hundred Forty-Seven Thousand Six Hundred Fifty Eight and no/100 Dollars ($3,547,658.00) for all claims arising out of a single accident or occurrence and at least Five Hundred Thirty Two Thousand One Hundred Forth Eight and no/100 Dollars ($532,148.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

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

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

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

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

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

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

REVIEWED FOR APPROVAL

_____
Name & Title of Staff Project Manager

CERTIFICATE OF DIRECTOR OF FINANCE

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

_____
Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____
Peter Edwards, City Attorney

Engineer: Olsson, Inc

By: _____

Printed Name: Clayton Cristy, PE

Title: Project Manager

Date: 03/20/2026

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

Date: _____

Engineer: Olsson, Inc.

By: _____

Printed Name: Matthew Jessop, PE

Title: Matthew Jessop, PE

Date: 3/24/2026

COUNCIL BILL NO. 2026-121 **ORDINANCE NO.**

AN ORDINANCE approving Amendment #3 to Work Authorization OLS-OC24-001 with Olsson for professional engineering consultation services in the not to exceed amount of One Hundred Thirty-Six Thousand Seven Hundred Eighty-Three and 00/100 dollars ($136,783.00) for the 7th Street Sanitary Sewer Relocation Project and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and, setting a date when this Ordinance shall become effective.

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

Section 1. That the said amendment by and between the City of Joplin and Olsson in the not to exceed amount of One Hundred Thirty-Six Thousand Seven Hundred Eighty-Three and 00/100 dollars ($136,783.00) for the 7th Street Sanitary Sewer Relocation Project on behalf of the City of Joplin; a true and accurate copy of said amendment being attached hereto; be and the same is hereby approved.

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

Section 3. That upon the final approval and acceptance of the consultant's work under said contract, in substantial conformance with the attached 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 Sanitary Sewer Fund.

Section 4. That this Council Bill shall have an effective date of April 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 on the basis of the negotiated fee.

_____

Leslie Haase, Director of Finance

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2026-122 - Construction Agreement with APAC Central, Inc. for the Mill and Overlay 2026 project.

MEETING DATE
April 6, 2026

ORIGINATING DEPARTMENT
Public Works - Engineering

ATTACHMENTS
CB 2026-122 Ordinance; Bid Summary, Construction Agreement

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

SUMMARY
This Council Bill approves a construction agreement with APAC Central, Inc. for the milling and overlaying of streets in the amount of One Million Thirteen Thousand Five Hundred Eighty-Seven and 02/100 Dollars, ($1,013,587.02) which includes provisions for asphaltic concrete index adjustments for the construction of the Mill and Overlay 2026 Project.

BACKGROUND
City staff annually evaluates the pavement conditions of the city street system and recommends streets that need improvements. City staff determines which streets are to be resurfaced through a selection process based on traffic counts, street classifications, structural integrity, and ride quality. Streets or parking lots may be added or deleted from this list. Street resurfacing consists of a 1.5-2 inch average milling and asphalt overlay. Residential streets were not added to this year's program as there is an upcoming sidewalk project in the 2026 zone and it will allow the utility companies to complete work in the area. This area will be combined with next year's zone. $1.5 million was originally budgeted from the Transportation Sales Tax and $835,000 was budgeted from the Capital Improvement Sales Tax for this fiscal year.

City staff prepared bid documents for the project. Staff followed the City's procurement policy for advertising of said project. Bids were opened on March 19, 2026. APAC Central, Inc. was the low bidder. The bid was below the engineer's estimate. City staff will provide construction inspection services.

ITEM DESCRIPTION	ANTICIPATED COST	FUNDING SOURCE	ESTIMATED TIMELINE
Construction	$513,587.02	TST	Summer 2026
Construction	$500,000.00	CIST	Summer 2026
Asphalt Testing Services	$10,000.00 (estimated)	TST	Summer 2026
Grand Total	$1,023,587.02		

FUNDING SOURCE

The current cost of $1,013,587.02 is included in the Transportation Sales Tax and the voter-approved Capital Improvement Sales Tax Phase III Plan and the fiscal year 2026 Budget.

RECOMMENDATION

Staff recommend approval of this Council Bill on first reading

BID SUMMARY

PROJECT: Mill and Overlay 2026

DATE OF BID OPENING: March 19, 2026

CONTRACTOR	BID
APAC	$1,013,587.02
Blevins Asphalt	$1,091,575.40
Emery Sapp and Sons	$1,212,243.50
Engineer's Estimate	$1,141,912.80

AGREEMENT
BETWEEN
CITY OF JOPLIN AND APAC CENTRAL, INC.

CITY		CONTRACTOR	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: Address:	
Attention: Dakota Rusk		Attention:	
Department: Engineering		Phone:	Fax:
Phone: 417.624.0820 ext: 1598	Fax: 417.624.4620	Project: Mill and Overlay 2026	

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:

Mill and Overlay 2026

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 by August 31, 2026, with a notice to proceed that 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, Sovereign Immunity Limits | Missouri Department of Insurance)

As of January 1, 2026, 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 Five Hundred Forty-Seven Thousand Six Hundred Fifty Eight and no/100 Dollars ($3,547,658.00) for all claims arising out of a single accident or occurrence and at least Five Hundred Thirty Two Thousand One Hundred Forty Eight and no/100 Dollars ($532,148.00) 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 Five Hundred Forty-Seven Thousand Six Hundred Fifty Eight and no/100 Dollars ($3,547,658.00) for all claims arising out of a single accident or occurrence and at least Five Hundred Thirty Two Thousand One Hundred Forty Eight and no/100 Dollars ($532,148.00) 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 Five Hundred Forty-Seven Thousand Six Hundred Fifty Eight and no/100 Dollars ($3,547,658.00) for all claims arising out of a single accident or occurrence and at least Five Hundred Thirty Two Thousand One Hundred Forty Eight and no/100 Dollars ($532,148.00) 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 One Million Thirteen Thousand Five Hundred Eighty-Seven and 02/100 Dollars, ($1,013,587.02) (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, (https://www.joplinmo.org/DocumentCenter/View/12663/2025-Spec-Review-Final-Copy) Contractor (or surety) shall be liable to the City in the amount of $2500 per day for each and every calendar day that the contract remains uncompleted after the time allowed for completion and $500.00 for every day in excess of 3 calendar days between milling and paving, as liquidated damages, and not as a penalty, it being stipulated that actual damages to the City and the public arising from Contractor's failure to timely complete the work would be difficult, if not impossible, to ascertain. The amount assessed as liquidated damages may be withheld from any moneys otherwise due to Contractor from the City.

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

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

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

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

13. Liability and Indemnity.

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

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

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

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

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

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

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

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

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

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

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

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

Notice to Contractors: This contract, together with the other documents enumerated in this paragraph, forms the contract between the parties. These documents are as fully a part of the contract as if attached hereto or repeated herein. 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 One Million Thirteen Thousand Five Hundred Eighty-Seven and 02/100 Dollars, ($1,013,587.02), 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 therefore.

_____
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

CONTRACTOR'S BOND NO.
FOR CITY CONTRACTS
PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS: That

APAC Central, Inc.

a Corporation, hereinafter called Principal, and

_____
(Name of Surety)

_____
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

THE CITY OF JOPLIN, MISSOURI
602 S. MAIN STREET, JOPLIN, MO 64801

hereinafter called OWNER, in the total aggregate penal sum of One Million, Thirteen Thousand, Five Hundred Eighty-Seven and 02/100 Dollars, ($1,013,587.02) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____, 20____, a copy of which is hereto attached and made a part hereof for the construction of:

Mill and Overlay 2026

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, or any extensions thereof, which may be granted by the OWNER, with or with-out notice to the SURETY and during the one year guaranty period and if the PRINCIPAL shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void, otherwise to remain in full force and effect.
PROVIDED, FURTHER, that the said SURETY, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that it is expressly agreed that the BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment of the Contract not increasing the contract price more than 20 percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the CONTRACT as so amended. The term "Amendment", wherever used in this BOND, and whether referring to this BOND, the Contract or the Loan Documents shall include any alteration, addition, extension, or modification of any character whatsoever.

IN WITNESS, whereof, this the _____ day of _____, 20____.

ATTEST: (SEAL)

_____ _____
Secretary Principal

Approved as to form this _____ day

of _____, 20____. By _____
Signature

_____ By _____
Peter Edwards, City Attorney Printed Name/Title

ATTEST: (SEAL)

_____ _____
Secretary Surety

Approved this _____ day of

_____, 20_____. By _____
Signature

_____ By _____
Leslie Haase, Director of Finance Printed Name/Title

NOTE: Date of BOND must not be prior to date of Contract.

If CONTRACTOR is partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the Project is located.

CONTRACTOR'S BOND NO.
FOR CITY CONTRACTS
PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That

APAC Central, Inc.

a Corporation, hereinafter called Principal, and

_____
(Name of Surety)

_____
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

THE CITY OF JOPLIN, MISSOURI
602 S. MAIN STREET, JOPLIN, MO 64801

hereinafter called OWNER, and unto all persons, firms, and corporations who or which may furnish labor, or who furnish materials to perform as described under the contract and to their successors and assigns in the total aggregate penal sum of One Million, Thirteen Thousand, Five Hundred Eighty-Seven and 02/100 Dollars, ($1,013,587.02) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the principal entered into a certain contract with the OWNER, dated the _____ day of _____, 20___, a copy of which is hereto attached and made a part hereof for the construction of:

Mill and Overlay 2026

NOW, THEREFORE, if the PRINCIPAL shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extensions or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal or coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, all insurance premiums on said work, and for all labor cost incurred in such WORK including the stipulation in said contract requiring the payment of not less than the prevailing hourly rate of wages as found by the Department of Labor and Industrial Relations of the State of Missouri or by final judicial determination of the Courts of the State of Missouri, including that by a SUBCONTRACTOR, and to any mechanic or material man lien holder whether it acquires its lien by operation of State or Federal law; then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, that beneficiaries or claimants hereunder shall be limited to the SUBCONTRACTORS, any persons, firms, and corporations having a direct contract with the PRINCIPAL or its SUBCONTRACTORS.

PROVIDED, FURTHER, that the said SURETY for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of this contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no suit or action shall be commended hereunder by any claimant: (a) Unless claimant, other than one having a direct contract with the PRINCIPAL, shall have given written notice to any two of the following: The PRINCIPAL, the OWNER, or the SURETY above named within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the PRINCIPAL, OWNER, or SURETY, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need to be made by a public officer. (b) After the expiration of one (1) year following the date of which PRINCIPAL ceased work on said CONTRACT, it being understood, however, that if any limitation embodied in the BOND is prohibited by any law controlling the construction thereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

PROVIDED, FURTHER, that it is expressly agreed that this BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more than 20 percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the Contract as so amended. The term "Amendment", wherever used in this BOND and whether referring to this BOND, the contract or the loan documents shall include any alteration, addition, extension or modification of any character whatsoever.
PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS, whereof, this the _____ day of _____, 20____.

ATTEST: (SEAL)

_____ _____
Secretary Principal

Approved as to form this _____ day

of _____, 20____. By _____
Signature

_____ By _____
Peter Edwards, City Attorney Printed Name/Title

ATTEST: (SEAL)

_____ _____
Secretary Surety

Approved this _____ day of

_____, 20_____. By _____
Signature

_____ By _____
Leslie Haase, Director of Finance Printed Name/Title

NOTE: Date of BOND must not be prior to date of Contract.

If CONTRACTOR is partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the Project is located.

COUNCIL BILL NO. 2026-122 ORDINANCE NO

AN ORDINANCE approving the City of Joplin to enter into a construction agreement with APAC Central, Inc. in the amount of One Million Thirteen Thousand Five Hundred Eighty-Seven and 02/100 Dollars, ($1,013,587.02) for the Mill and Overlay 2026 project; 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 agreement by and between the City of Joplin and APAC Central, Inc. in the amount of One Million Thirteen Thousand Five Hundred Eighty-Seven and 02/100 Dollars, ($1,013,587.02), 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 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 and Capital Improvement Sales Tax Fund.

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

I hereby certify that a sufficient amount is available in Transportation Sales Tax and Capital Improvement Sales Tax 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:
2026-262 – Voluntary Annexation

MEETING DATE:
April 6, 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 011-26: Approximately 25 acres approximately 450 feet East of the Southeast corner of East 32nd Street and S Kodiak Rd. - Voluntary Annexation – A request to voluntarily annex into the corporate limits of the City of Joplin – Conley Commercial Holdings, LLC

BACKGROUND:

The subject property is located near the Southeast corner of East 32nd Street and S Kodiak Rd/S Prigmor. The owner is selling the property to a developer for a future warehouse/distribution center. There will be a rezoning case following the approval of the annexation.

City staff finds that the annexation is reasonable and necessary for the future growth of the City of Joplin. In support of this finding, the 2012 Joplin Comprehensive Plan, Future Land Use Plan, describes the area where the subject property is located as a Future Industrial Opportunity Area.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Zach Imbus presented the case and explained the proposed development plans and use. He stated that this would be a distribution and warehouse facility. He explained the impact of the proposed development and the studies that had taken place. Mr. Jason Manglus indicated there would create about 100 new jobs, with a dozen full-time salaried leadership roles. The facility will handle items about 50 pounds in size.

PUBLIC COMMENT;
Mr. Morris Glaze got up to speak in favor. Mr. Glaze stated that all of the infrastructure is a result

of what the JIDA board has done in the Crossroads Industrial Park, on the North side of 32nd.

Mr. James Bicroft informed the commission that there are nearby residential homes. Mr. Bicroft asked where the products are coming from. Mr. Imbus stated that 32nd St is DOT right-of-way designated for this kind of development. They would not approve their use and improvements unless they believed the infrastructure sufficient. Mr. Manglus stated that in terms of hazardous materials this facility would only carry items that you would find in your local hardware store and nothing more. Mr. Kimble asked about traffic and the types of vehicles that will be accessing the facility. Mr. Manglus responded that the trucks arrive between 10PM and 4AM. Passenger vehicle shifts start at 1AM (20 to 25 individuals). There will be about 150 to 200 vans. Ms. Phillips asked about turn lanes and Ms. Klue-Michael added that there would be turn lanes added to the development. Dawna Mitchell stated that they will have to sit and wait or their appointments if there are 150 vehicles on the road. Morris Glaze stated that if the developer had selected a sight on the north side of 32nd, they would not be here today because it is already in the City and zoned M-2.

RECOMMENDATIONS:
Staff recommends approving Council Bill 2026-262
Planning & Zoning Commission recommends approving Case 011-26 (7 in Favor, 0 Opposed, 0 Absent)

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

CASE 011-26 VOLUNTARY ANNEXATION

Zack Imbus, 8888 Keystone Crossing, Indianapolis, IN, explain his role and his associates roles with the proposed annexation and rezoning of the development. He went on to inform the commission the details of Ambrose, the real estate developer hired for the project based in Indianapolis, IN. Ambrose is experienced with doing similar projects throughout the United States.

Mr. Imbus described the property as along 32nd Street south the old Blue Buffalo plant. The existing use is undeveloped land and we are proposing a warehouse and distribution facility. Our first request is for the annexation. The existing property is located in Newton County and we are proposing it to be annexed into the City of Joplin. The current owner does control a larger parcel of about 150 acres that this will be split from. We are here representing only the 25 acres. Next is the zoning request. The existing property is unincorporated and we note that most of the surrounding property southeast of I-44 corridor is M-2. Our proposed zoning is to be designated that same zoning, as M-2 Heavy Industrial. We believe this to be compatible proposed use and aligns with the surrounding zoning. There is no adjacent city residential nearby. Staff repost details 2012 City of Joplin Comprehensive Plan designated this property as future industrial opportunity area. The future land use plan and policies are exactly consistent with this request.

Mr. Imbus said that this will be a Class A distribution facility, roughly 130,000 square foot building. Roughly 30 foot height, single-story concrete. The intended operations include receiving, storage, staging, and shipping. I want to emphasize that this is not a data center and not a manufacturing facility. This will be a distribution facility consisting of package movement. Vehicles have a no-idle policy to reduce carbon footprint. Product is typically moved in and out of this facility within 24 hours. All operations occur inside the building. This is a very clean operation with no odor, no pollution, and no industrial waste. There is a small office component with restrooms and very modest water and sanitary usage.

Mr. Imbus went on to describe the site plan. It is along East 32nd Street, which is under the jurisdiction of the DOT. Turn lanes would be installed, that is at the recommendation of MoDOT. We have a traffic study completed and vetted by them. We will be following all their requests to ensure that traffic ensures compatibility. There will be three curb-cuts in total aligned with the existing drives. There will be designation of auto, van, and truck. The stormwater management facilities will be to the east and west to the site. Other landscaping will be done to code requirements. As far a noise, we will ensure that all local ordinances will be met. We will use extra landscaping and buffering to exceed these goals. The operational noise level of a facility like this is on the average of 55 decibels, which falls in between a running air conditioner and a running refrigerator. Similar to a white noise machine that people would sleep with at night. There will be a

full photometric plan provided to the city and will meet all ordinances as such. We will use cut-off lighting which will light up our property and keep it off the neighbors. Extensive environmental and geotech studies are being performed to ensure any endangered species are protected. We don't believe that there are any on the site. The U.S. Army Corps of Engineers has also been engaged to ensure that any wetlands are protected. After due diligence we do not believe that there are any protected wetlands on the site. A traffic study has been done and submitted to the City and DOT.

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

Ms. Klue-Michael asked a questions about the site plan visual slide that was presented by Mr. Imbus. Specifically, what are the large boxes located behind the building.

Mr. Imbus responded that those are parking stalls for vans to utilize as a queueing area for the loading operations that occur outside the building.

Ms. Klue-Michael also asked how many jobs will this bring. How many jobs can we expect to come out of this?

Jason Manglus, 1245 E Washington Street, Madison, Wisconsin, indicated that there will be about 100 new jobs of which about a dozen will be full-time salaried leadership roles.

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

Ms. Klue-Michael inquired about what kind of distribution will take place.

Mr. Manglus responded that this facility will handle items about 50 pounds about the size of a toaster oven, consumer products, electronics, occasionally extra-large items like an office chair, computer monitor, and generally dry goods. From a hazmat perspective nothing that you wouldn't find in your local hardware store.

Dr. Rosenberg asked what kind of traffic flow are you going to need on these roads I assume that you'll be doing local deliveries or within 50 miles.

Mr. Imbus stated that he does not have any counts off-hand but they have all been detailed in the study that was provided to the city, but yes, there will be a number of traffic trips and routes involved with the operation.

Mr. Manglus indicated that this facility will provide deliveries within an hour's drive. The dispatching usually takes place between 9:00 a.m. and noon in a two-hour time period on a staggered basis.

Ms. Klue-Michael asked Mr. Manglus that out of those 100 jobs, 12 would be full-time with benefits the rest would be part-time no benefits.

Mr. Manglus responded that there are some benefits available to the part-time employees. There is a variety of benefits that they have access to but medical benefits is not one of them.

Ms. Harrington asked Mr. Bellairs if there is infrastructure there.

Mr. Bellairs indicated that there is city sewer on the north side of 32nd Street at the intersection of 32nd and Quail. That is there for them to tie into.

Mr. Imbus said that they are engaged with Missouri American Water to access a nearby water main. Liberty Utilities has a substation directly to the west of the development. This property will not use any natural gas.

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

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

Mr. Morris Glaze, of Joplin, asked if once the building is completed will they vacate the current building on Prigmor and move those jobs to the new building.

Mr. Imbus indicated that he is not a liberty to discuss the end user and is unable to answer Mr. Glaze's question.

Mr. Glaze went on to state how all of the local infrastructure is a result of the JIDA board has done over the years in the Crossroads Industrial Park which is on the north side of 32nd Street.

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

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

Mr. James Bicroft, 13525 Briar Wood Road, spoke to inform the commission that there are nearby residential homes to the annexation area. He asked how any additional traffic will impact 32nd Street. Mr. Bicroft also asked where are these products coming from.

Mr. Kimble reiterated that Mr. Imbus said that no city housing within the City of Joplin whereas the houses to the east are in the county rather than the city. I think they made a distinction about that specifically.

Mr. Imbus stated that they want to work with the nearby residences and make sure that their property is protected. As far as 32nd Street, this is a DOT roadway that is designed for this kind of development. They will not be approving our use and improvements unless they believe their infrastructure can handle the traffic counts that we are proposing.

Mr. Manglus responded to the question about hazardous materials and where are the products are coming from. The products will generally come from Kansas City and St.

Louis but as far away as Minnesota and Chicago. In terms of hazardous materials the origin facilities are limited in what they can carry. Those facilities would carry items that you would find in your local hardware store and nothing more than that.

Mr. Kimble asked about traffic and the type of vehicles that will be accessing the facility on a regular basis.

Mr. Manglus responded that the trucks will be arriving between 10:00 p.m. and 4:00 a.m. For passenger vehicles the largest shift starts at 1:00 a.m. and that will be about 20 to 25 individuals. The vans will be about 150 to 200.

Mr. Imbus added that the shifts of traffic movement are selected to avoid high traffic and school bus times.

Mr. Kimble asked if there is anyone else who would like to speak in opposition to the case.

Ms. Dawna Mitchell 1204 Prairie View Road, said the we live in the area directly east of this and we have doctor's appointments and if there is 150 vehicles that we will have to sit and wait and will be late for our appointments. We are not in the city limits but hope that you would be concerned with us as well.

Ms. Phillips spoke about her experiences with traffic in the area during a recent Sunday visit. She went on to ask if there would be some kind of turn lanes.

Ms. Klue-Michael reminded the commission that there would be turn lanes added for the development.

Ms. Harrington pondered if the jobs are going to be new or if just relocated and if there would truly be an additional increase in traffic.

Dr. Rosenberg reminded the commission and attending audience that this case is about annexation and the other is a separate rezoning case. He also informed everyone that this commission is an advisory board.

Morris Glaze, stated that if the developer had selected a sight on the north side of 32nd Street they wouldn't be here today because it is already in the city zoned M-2.

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

DR. ROSENBERG MADE A MOTION TO APPROVE CASE 011-26. THIS MOTION WAS SECONDED BY MS. WARREN, MOTION PASSED. (7 IN FAVOR, 0 IN OPPOSITION, 0 ABSENT).

Z&P Meeting: March 9, 2026
City Council Meeting: April 6, 2026

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

STAFF PLANNING REPORT
Voluntary Annexation

CASE 011-26 A request to voluntarily annex property into the City of Joplin

LOCATION Approximately 25 acres approximately 450 feet East of the Southeast corner of East 32nd Street and S Kodiak Rd.

APPLICANT Conley Commercial Holdings, LLC

EXISTING CONDITIONS

Zoning	Land Use	Property Size
N/A (Newton County, MO)	Vacant	Approximately 25 acres

DISCUSSION

The subject property is located near the Southeast corner of East 32nd Street and S Kodiak Rd/S Prigmor. The owner is selling the property to a developer for a future warehouse/distribution center. There will be a rezoning case following the approval of the annexation.

City staff finds that the annexation is reasonable and necessary for the future growth of the City of Joplin. In support of this finding, the 2012 Joplin Comprehensive Plan, Future Land Use Plan, describes the area where the subject property is located as a Future Industrial Opportunity Area.

Staff recommends approval of Case 011-26.

ENCLOSURES

- Map of area to be annexed
- Application

JOPLIN | HISTORIC PRESERVATION COMMISSION

HISTORIC PRESERVATION COMMISSION OF THE CITY OF JOPLIN

RESOLUTION NO. 2026-02

A RESOLUTION NOMINATING THE LLOYD RUFF GROCERY STORE LOCATED AT 612 W E STREET TO BE LISTED AS A LOCAL LANDMARK AN FORWARDING SAID NOMINAITON TO THE PLANNING AND ZONNING COMMISSION AND THE JOPLIN CITY COUNCIL.

WHEREAS, **Historic Preservation Commission** of the City of Joplin, at a public meeting held on February 17th, 20026 received the Historic Landmark Nomination Form for The Lloyd Ruff Grocery Store located at 612 W. E Street in the City of Joplin, Jasper County, Missouri; and

WHEREAS, the form was presented by Angela Hudson, owner of said property, and found to be in proper form; and

WHEREAS, at a public meeting held on February 17th, 2026, the **Historic Preservation Commission** found that all the evidence presented in the Nomination Form and developed in research of the existing records supported the requirements of Appendix E (Historic Preservation Code) of Appendix 29-A (Joplin Development Code) of the Joplin Municipal Code and that the subject Lloyd Ruff Grocery Store met one or more of the Criteria for Consideration of Nomination as directed in paragraph 29.10 of that Code;

NOW, THEREFORE, BE IT RESOLVED by the **Historic Preservation Commission of the City of Joplin**, as follows:

That the property on the following described real estate to-wit:

All of the east 35 feet of lot 329 in North Heights Addition to the City of Joplin, Jasper County, Missouri.

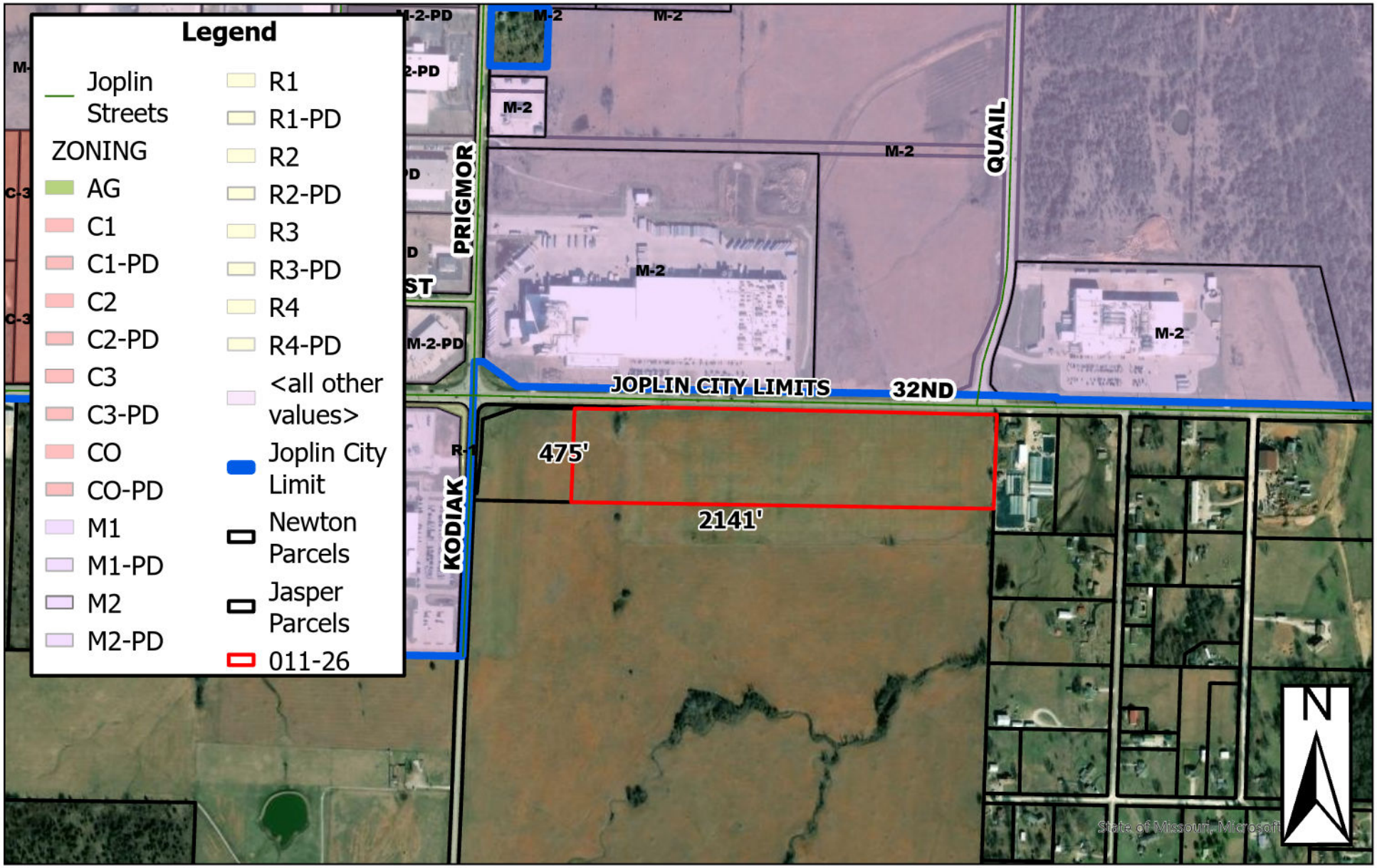
be recommended by this **Commission** to be designated an "Historic District" under the definitions and requirements of Appendix E (Historic Preservation Code) of Appendix 29-A (Joplin Development Code) of the Joplin Municipal Code, and that this Resolution with the report and nomination form be sent to the Zoning and Planning Commission of the City

of Joplin, and that the appropriate Ordinance designating the above said property Zoning District "H-L" be adopted by the City Council of the City of Joplin.

PASSED BY THE **HISTORIC PRESERVATION COMMISSION** OF THE CITY OF JOPLIN, MISSOURI, this Seventeenth Day of February, 2026.

Dr. William Mountz
Chairperson

Case 011-26: Voluntary Annexation



Approximately 25 acres Southeast of 32nd Street and Kodiak Road - Voluntary Annexation – A request to voluntarily annex into the corporate limits of the City of Joplin – Conley Commercial Holdings, LLC

0 250 500 1,000 1,500 2,000 Feet

P & Z Case 011-26
Conley Commercial Holding, LLC
(P & Z Recommended to Approve)

COUNCIL BILL NO. 2026-262 ORDINANCE NO.

AN ORDINANCE approving the voluntary annexation by the Council of the City of Joplin, Missouri, of property generally described as approximately 25 acres approximately 450 feet East of the Southeast corner of East 32nd Street and South Kodiak Rd, 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:

A tract of land in the Northwest Quarter of Section 23, Township 27 North, Range 32 West of the 5th Principal Meridian in Newton County, Missouri being bounded and described by or under the direct supervision of Jason S Roudebush, PLS 2002014092 under the authority of Kimley-Horn CLS 2025011669 on January 29, 2026, as follows: Commencing at the Northeast corner of said Northwest Quarter; thence South 2°02'28" West, along the East line of said Northwest Quarter, 39.73 feet to a point on the South right-of-way line of Missouri State Route FF (32nd Street), as now established, said point also being the Northwest corner of Lot 1, EASTBROOK ACRES, a subdivision of land in said Newton County, Missouri, said corner also being the Point of Beginning of

the tract of land to be herein described; thence continuing South 2°02'28" West along said East line, 485.81 feet; thence North 88°49'37" West, 2,141.47 feet to the Southeast corner of an excepted tract as described in file 2015-00000445 and recorded in Book 87 at Page 5 in the Recorder of Deeds office, Newton County, Missouri; thence North 2°10'07" East, along the East line of said tract, 475.00 feet to a point on the South right-of-way line of said Missouri State Route FF (32nd Street) as established by Warranty Deed to the State of Missouri recorded in Book 358 at Page 3810 in the Recorder of Deeds office, Newton County, Missouri; thence South 88°53'11" East, along said South right-of-way line, 221.28 feet; thence North 87°50'32" East, continuing along said South right-of-way line, 182.31 feet; thence South 88°49'37" East, continuing along said South right-of-way line, 1,737.29 feet to the Point of Beginning. Containing 1,036,625 square feet or 23.80 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

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
2026-263 – Rezoning

MEETING DATE:
April 6, 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 012-26: Approximately 25 acres approximately 450 feet East of the Southeast corner of East 32nd Street and S Kodiak Rd. – Rezoning – A request to rezone property from District R-1 (Single-Family Residential) to District M-2 (Heavy Industrial) – Conley Commercial Holdings, LLC

BACKGROUND:

The character of the neighborhood is an industrial park. The adjacent zoning districts within City limits are all M-2 (Heavy Industrial) The right-of-way is improved to handle large truck traffic, and E 32nd Street is classified as an Arterial Street. The proposed zoning change will be consistent with the surrounding character of the neighborhood. The neighborhood is located approximately 6,500 feet East of the intersection of I-44 and I-49, and approximately 5,200 feet south of the I-44 and Prigmor interchange. The Future Land Use Map from the 2012 City of Joplin Comprehensive Plan designates this property as an Industrial Opportunity Area.
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." With consideration to surrounding uses and zoning districts, and infrastructure in place, the proposed zoning request is consistent with the intent of the M-2 District.
The 2012 City of Joplin Comprehensive Plan designates this property as a future Industrial Opportunity Area. The Future Land Use Plan and development policies are consistent with this request.

With frontage on an arterial street with frequent large truck traffic, proximity to the intersection of two interstates, and the surrounding character of the neighborhood being heavy industrial, the subject property is not suited for single-family residential development.
The zoning change will not negatively impact surrounding property. The requested zoning district is consistent with surrounding zoning and land use patterns.
This case follows the annexation request (case no. 011-26). When property is annexed into City Limits, the default zoning district is R-1 (Single-Family Residential). The owner wishes to develop a warehouse and distribution center on the subject property. The proposed use is permitted under M-2 (Heavy Industrial). Staff recommends M-2 as the highest and best use for the subject property, based on the rezoning evaluation criteria listed in the rest of this report.

PLANNING & ZONING COMMISSION TESTIMONY:
Zach Imbus presented the case, stating it was in compliance with the 2012 Comprehensive Plan.

PUBLIC COMMENT;
There was none.

RECOMMENDATIONS:
Staff recommends approving Council Bill 2026-263
Planning & Zoning Commission recommends approving Case 012-26 (7 in Favor, 0 Opposed, 0 Absent)

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

CASE 012-26 REZONING FROM R-1 to M-2

Zach Imbus, 8888 Keystone Crossing, Indianapolis, Indiana, spoke as to how the previous presentation directly applies to this case.

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

Mr. Imbus stated how this development complies with the 2012 Comprehensive Plan.

Mr. Kimble asked if there is anyone who would like to speak in favor of the rezoning.

Mr. Kimble asked if there is anyone who would like to speak in opposition to the rezoning.

Mr. Kimble opened the floor for a motion.

MR. SPRUCE MADE A MOTION TO APPROVE CASE 012-26. THIS MOTION WAS SECONDED BY DR. ROSENBERG, MOTION PASSED. (7 IN FAVOR, 0 IN OPPOSITION, 0 ABSENT).

Z&P Meeting: March 9, 2026
City Council Meeting: April 6, 2026

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

STAFF PLANNING REPORT
Rezoning

CASE 012-26 A request to rezone from District R-1 (Single-Family Residential) to District M-2 (Heavy Industrial)

LOCATION Approximately 25 acres approximately 450 feet East of the Southeast corner of East 32nd St and S Kodiak Rd.

APPLICANT Conley Commercial Holdings, LLC.

EXISTING CONDITIONS

Zoning	Land Use	Property Size
R-1	Vacant	Approximately 25 acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	M-2	N/A	N/A	M-2
Land Use	Manufacturing – General Mills	Single-Family Homes – Newton County	Vacant	Utility Major & Office – Liberty Utilities

FUTURE LAND USE

The 2012 City of Joplin Comprehensive Plan designates this property as Industrial Opportunity Area.

TRANSPORTATION

Streets with access	Classification	Right-of-way width
E 32nd St	Arterial	90′

UTILITIES

City Sewer is located on the North side of 32nd St, at the intersection of 32nd and Quail Avenue.

FLOOD PLAIN

The property is not located within the flood plain.

STAFF ANALYSIS

CHARACTER OF THE NEIGHBORHOOD

The character of the neighborhood is an industrial park. The adjacent zoning districts within City limits are all M-2 (Heavy Industrial) The right-of-way is improved to handle large truck traffic, and E 32nd Street is classified as an Arterial Street. The proposed zoning change will be consistent with the surrounding character of the neighborhood. The neighborhood is located approximately 6,500 feet East of the intersection of I-44 and I-49, and approximately 5,200 feet south of the I-44 and Prigmor interchange.

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." With consideration to surrounding uses and zoning districts, and infrastructure in place, the proposed zoning request is consistent with the intent of the M-2 District.

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

The 2012 City of Joplin Comprehensive Plan designates this property as a future Industrial Opportunity Area. The Future Land Use Plan and development policies are consistent with this request.

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

With frontage on an arterial street with frequent large truck traffic, proximity to the intersection of two interstates, and the surrounding character of the neighborhood being heavy industrial, the subject property is not suited for single-family residential development.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

The zoning change will not negatively impact surrounding property. The requested zoning district is consistent with surrounding zoning and land use patterns.

DISCUSSION

This case follows the annexation request (case no. 011-26). When property is annexed into City Limits, the default zoning district is R-1 (Single-Family Residential). The owner wishes to develop a warehouse and distribution center on the subject property. The proposed use is permitted under M-2 (Heavy Industrial). Staff recommends M-2 as the highest and best use for the subject property, based on the rezoning evaluation criteria listed in the rest of this report.

Staff recommends approval of Case 012-26.

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.: 012-26
Filing Fee: $600.00
Received: 2/4/26
Date Advertised: _____
Proj. No.: 26-016
Public Hearing Date: 3/9/26

Applicant: AMS 2025 BTS – Joplin MO, LLC Phone No.: 513-479-4596
Address: 8888 Keystone Crossing, Suite 1150 Indianapolis, IN 46240 Email: zimbus@ambrosepg.com
Owner: Conley Commercial Holdings, LLC Phone No.: 417-825-2072 417-437-0955
Address: PO Box 73, Carl Junction, MO 64834 Email: shaneconley62@hotmail.com vintagevogue@Ymail.com
Location of Property: ~25 Acres located south of E 32nd St, and east of Kodiak Rd in Newton County, MO
Present Use of Property: Undeveloped / unused / agricultural
Proposed Use of Property: Warehouse & Distribution facility
Current Zoning: N/A Requested Zoning: M-2

Surrounding Land Use and Zoning:

	Land Use	Zoning
North	Blue Buffalo pet food - industrial facility	M-2
South	Undeveloped / unused / agricultural	N/A - unincorporated
East	Joplin Greenhouse growing facility	N/A - unincorporated
West	Liberty Utilities - industrial facility	M-2

Character of the Neighborhood: Industrial

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: Property is concurrently being annexed into City of Joplin, and does not have existing 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: E 32nd Street

Classification of Street(s):

Arterial ☐ Collector ☒ Local ☐

Right-of-Way Width: 40 ft on the south side of the section line (per plat) ~80 ft total (per County GIS)

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: Property being purchased by applicant represents approximately ~25 acres split from a larger parent parcel that currently resides in Newton County.

Unique Characteristic of Property and/or Additional Comment:

Property is currently undeveloped / unused / agricultural, and is proposed to be annexed into the City of Joplin with M-2 zoning.

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

Yes	No	
☒	☐	Completed and signed application. SEE DOCUMENT 3
☒	☐	One copy of a legal description of the property proposed to be rezoned from a deed or certified survey. Must be legible. SEE EXHIBITS A & B
☒	☐	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 EXHIBIT C
☒	☐	Owner Affidavit and Agent Affidavit, if applicant applying for the rezoning is not the owner of the property be rezoned. SEE DOCUMENT 1

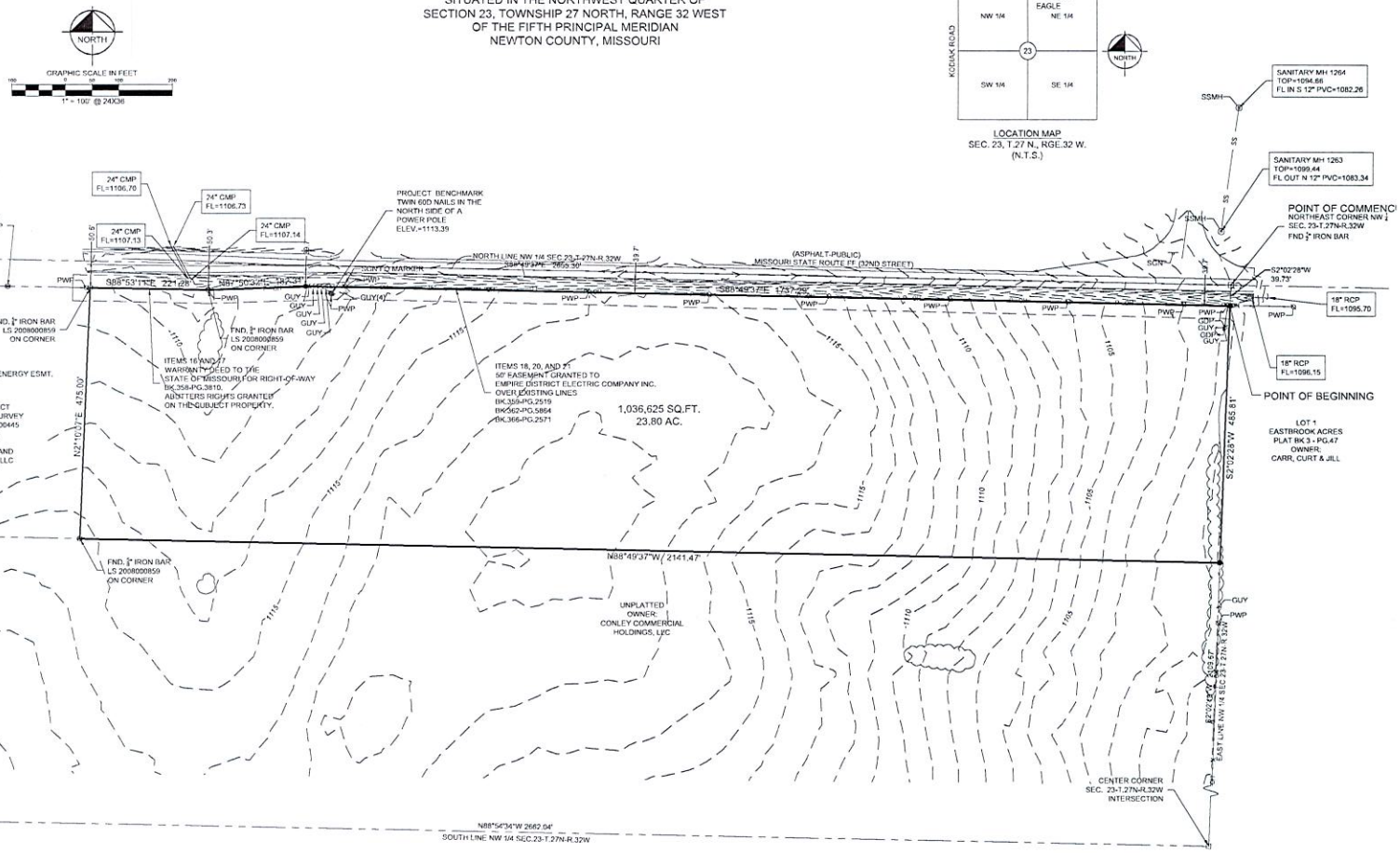
Applications that are incomplete or missing required documents will not be processed or scheduled on an agenda to the Planning & Zoning Commission until corrected and resubmitted.

Signature: _____ **Date:** 02/03/2026

ALTA/NSPS LAND TITLE SURVEY

PROJECT EAGLE

(23.80 ACRES)
SITUATED IN THE NORTHWEST QUARTER OF
SECTION 23, TOWNSHIP 27 NORTH, RANGE 32 WEST
OF THE FIFTH PRINCIPAL MERIDIAN
NEWTON COUNTY, MISSOURI



SURVEYOR'S CERTIFICATION:

TO: CONLEY COMMERCIAL HOLDINGS, LLC, LENDER, AND CHICAGO TITLE INSURANCE COMPANY:

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 6(A), 6(B), 7(A), 7(B1), 7(B2), 7(C), 8, 9, 11(A),13, 14, 16, 17, 18, 19, AND 20 OF TABLE A THEREOF. THE FIELDWORK WAS COMPLETED ON JANUARY 23, 2026.

STATE OF MISSOURI
JASON S. ROUDEBUSH
NUMBER PLS-2002014092
PROFESSIONAL LAND SURVEYOR

KIMLEY-HORN MO CLS 2025011669
JASON S. ROUDEBUSH, MO PLS 2002014092
JANUARY 30, 2026
JASON.ROUDEBUSH@KIMLEY-HORN.COM

PRELIMINARY
THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT

LEGEND

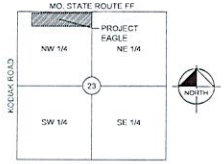
- COMMUNICATIONS BOX
- ELEVATION BENCHMARK
- GUY ANCHOR
- UTILITY POLE
- SIGN
- GUARD POST
- SANITARY SEWER MANHOLE
- SS — SANITARY SEWER LINE
- STORM SEWER LINE
- G — UNDERGROUND GAS LINE
- P-OH — OVERHEAD UTILITY LINE
- FENCE
- TCL — UNDERGROUND COMMUNICATION

No.	DATE	REVISION DESCRIPTION
5		
4		
3		
2		
1		

Kimley»Horn
805 PENNSYLVANIA AVENUE
KANSAS CITY, MISSOURI 64105
Tel. No. (816) 652-0350
www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1"=100'	JSR	SFS	12-30-2026	170008038	1 OF 2

ALTA/NSPS LAND TITLE SURVEY
PROJECT EAGLE
(23.80 ACRES)
SITUATED IN THE NORTHWEST QUARTER OF
SECTION 23, TOWNSHIP 27 NORTH, RANGE 32 WEST
OF THE FIFTH PRINCIPAL MERIDIAN
NEWTON COUNTY, MISSOURI



LOCATION MAP
SEC. 23, T.27 N., RGE.32 W.
(N.T.S.)

PROPERTY DESCRIPTION: AS PROVIDED BY CHICAGO TITLE INSURANCE COMPANY: PARENT PARCEL

ALL OF THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 27, RANGE 32, NEWTON COUNTY, MISSOURI, EXCEPT A TRACT DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER THENCE SOUTH 88°49'43" EAST ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER A DISTANCE OF 515.01 FEET; THENCE SOUTH 02°10'32" WEST A DISTANCE OF 50.56 FEET TO A SET IRON PIN ON THE SOUTH RIGHT-OF-WAY OF MISSOURI ROUTE FF, SAID POINT BEING THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 02° 10'32" WEST A DISTANCE OF 475.00 FEET TO A SET IRON PIN; THENCE NORTH 88°49'43" WEST A DISTANCE OF 490.00 FEET TO A SET IRON PIN ON THE EAST RIGHT-OF-WAY OF KODIAK ROAD; THENCE ALONG SAID KODIAK ROAD THE FOLLOWING COURSES; THENCE NORTH 02°10'32" EAST A DISTANCE OF 28.40 FEET TO A FOUND ALUMINUM MONUMENT; THENCE NORTH 06°07'46" EAST A DISTANCE OF 218.13 FEET TO A FOUND ALUMINUM MONUMENT; THENCE NORTH 02°13'56" EAST A DISTANCE OF 166.40 FEET TO A FOUND ALUMINUM MONUMENT SAID POINT BEING ON THE SOUTH RIGHT-OF-WAY OF SAID MISSOURI ROUTE FF; THENCE ALONG SAID SOUTH RIGHT-OF-WAY THE FOLLOWING COURSES; THENCE NORTH 71°16'28" EAST A DISTANCE OF 183.76 FEET TO A FOUND ALUMINUM MONUMENT; THENCE SOUTH 88°50'37" EAST A DISTANCE OF 138.63 FEET TO A FOUND ALUMINUM MONUMENT; THENCE SOUTH 88°54'13" EAST A DISTANCE OF 154.78 FEET TO THE POINT OF BEGINNING.

PROPERTY DESCRIPTION: PROJECT EAGLE

A TRACT OF LAND IN THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 27 NORTH, RANGE 32 WEST OF THE 5TH PRINCIPAL MERIDIAN IN NEWTON COUNTY, MISSOURI BEING BOUNDED AND DESCRIBED BY OR UNDER THE DIRECT SUPERVISION OF JASON S ROUDEBUSH, PLS 2002014092 UNDER THE AUTHORITY OF KIMLEY-HORN CLS 2025011669 ON JANUARY 29, 2026, AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER; THENCE SOUTH 2°00'28" WEST, ALONG THE EAST LINE OF SAID NORTHWEST QUARTER, 39.73 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF MISSOURI STATE ROUTE FF (32ND STREET), AS NOW ESTABLISHED, SAID POINT ALSO BEING THE NORTHWEST CORNER OF LOT 1, EASTBROOK ACRES, A SUBDIVISION OF LAND IN SAID NEWTON COUNTY, MISSOURI, SAID CORNER ALSO BEING THE POINT OF BEGINNING OF THE TRACT OF LAND TO BE HEREIN DESCRIBED; THENCE CONTINUING SOUTH 2°00'28" WEST ALONG SAID EAST LINE, 485.81 FEET; THENCE NORTH 88°49'37" WEST, 2,141.47 FEET TO THE SOUTHEAST CORNER OF AN EXCEPTED TRACT AS DESCRIBED IN FILE 2015-00000445 AND RECORDED IN BOOK 87 AT PAGE 5 IN THE RECORDER OF DEEDS OFFICE, NEWTON COUNTY, MISSOURI; THENCE NORTH 2°10'07" EAST, ALONG THE EAST LINE OF SAID TRACT, 475.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF SAID MISSOURI STATE ROUTE FF (32ND STREET) AS ESTABLISHED BY WARRANTY DEED TO THE STATE OF MISSOURI RECORDED IN BOOK 358 AT PAGE 3810 IN THE RECORDER OF DEEDS OFFICE, NEWTON COUNTY, MISSOURI; THENCE SOUTH 88°53'11" EAST, ALONG SAID SOUTH RIGHT-OF-WAY LINE, 221.28 FEET; THENCE NORTH 87°50'32" EAST, CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE, 182.31 FEET; THENCE SOUTH 88°49'37" EAST, CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE, 1,737.29 FEET TO THE POINT OF BEGINNING. CONTAINING 1,036,625 SQUARE FEET OR 23.80 ACRES, MORE OR LESS.

SURVEYORS NOTES:

1. PROPERTY INFORMATION REFERENCING THIS SURVEY WAS TAKEN FROM THE COMMITMENT FOR TITLE INSURANCE REPORT, ISSUED BY CHICAGO TITLE INSURANCE COMPANY, FILE NO. KCC2525512, EFFECTIVE NOVEMBER 21, 2025 AT 8:00 A.M.

NOTE:
THIS SURVEYOR HAS MADE NO SEARCH AT THE COUNTY REGISTER OF DEEDS OFFICE OR SEARCHED COURT DOCUMENTS FOR EASEMENTS, VACATIONS, RIGHT-OF-WAY ACQUISITIONS, CONDEMNATIONS, COURT DECREES OR ENCUMBRANCES THAT MAY AFFECT THIS PROPERTY. THE AFOREMENTIONED ITEMS SHOWN HEREON, IF ANY, ARE BASED ENTIRELY UPON THE TITLE REPORT, COMMITMENT, OR OWNERSHIP AND ENCUMBRANCE REPORT CITED ABOVE, BY DOCUMENTS FOUND IN THIS FIRMS POSSESSION, DOCUMENTS OBTAINED FROM OTHER SOURCES, OR OTHER INFORMATION THAT PROMPTED A SPECIFIC SEARCH FOR SUCH ITEMS, IF ANY OTHER EASEMENTS, VACATIONS, RIGHT-OF-WAY ACQUISITIONS, CONDEMNATIONS, COURT DECREES OR ENCUMBRANCES AFFECT THIS PROPERTY THEIR EXISTENCE IS UNKNOWN TO THIS SURVEYOR AND ARE THEREFORE NOT SHOWN.

2. BEARINGS USED HEREON ARE BASED ON THE MISSOURI STATE PLANE COORDINATE SYSTEM, NAD 1983, WEST ZONE.

3. ALL DISTANCES SHOWN HEREON ARE GROUND DISTANCES IN U.S. SURVEY FEET.

SURVEYOR'S CERTIFICATION:

TO: CONLEY COMMERCIAL HOLDINGS, LLC, LENDER, AND CHICAGO TITLE INSURANCE COMPANY:

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 6(A), 6(B), 7(A), 7(B1), 7(B2), 7(C), 8, 9, 11(A),13, 14, 16, 17, 18, 19, AND 20 OF TABLE A THEREOF. THE FIELDWORK WAS COMPLETED ON JANUARY 23, 2026.

STATE OF MISSOURI
JASON S. ROUDEBUSH
NUMBER
PLS-2002014092
PROFESSIONAL LAND SURVEYOR

KIMLEY-HORN MO CLS 2025011669
JASON S. ROUDEBUSH, MO PLS 2002014092
JANUARY 30, 2026
JASON.ROUDEBUSH@KIMLEY-HORN.COM

PRELIMINARY
THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT

ALTA / NSPS TABLE A NOTES:

1. MONUMENTS FOR THIS SURVEY HAVE BEEN FOUND OR SET AS SHOWN ON THIS PLAT.

2. THE PHYSICAL ADDRESS OF THE SUBJECT TRACT HAS NOT BEEN ESTABLISHED AT THE TIME OF THE SURVEY.

3. ACCORDING TO "FLOOD INSURANCE RATE MAP" COMMUNITY PANEL NO. 29145C0045E, MAP REVISED NOVEMBER 26, 2010, AS PUBLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, THIS PROPERTY LIES WITHIN FLOOD ZONE "X" (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN).

4. THE SUBJECT PROPERTIES CONTAINS A TOTAL OF 1,036,625 SQUARE FEET OR 23.80 ACRES MORE OR LESS.

6A AND 6B. ZONING CLASSIFICATION AND ZONING REQUIREMENTS SHOWN ON THIS SURVEY ARE BASED UPON A ZONING REPORT/ZONING LETTER PROVIDED TO THIS SURVEYOR BY THE CLIENT. A ZONING REPORT HAS NOT BEEN PROVIDED AT THE TIME OF THE SURVEY.

7. THERE ARE NO BUILDINGS ON THE SUBJECT PROPERTY.

8. ALL SUBSTANTIAL FEATURES OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK ARE SHOWN ON THIS SURVEY.

9. THERE ARE NO VISIBLE PAINTED PARKING STALLS ON THE SUBJECT PROPERTY.

11. THE UNDERGROUND UTILITIES SHOWN HEREON HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION, EXISTING DRAWINGS AND MARKING PROVIDED BY MISSOURI ONE CALL SYSTEM, INC. FROM ONE CALL REQUEST NUMBER, 260122177 AND 260122178. THE SURVEYOR MAKES NO GUARANTEE THAT UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE AT THE TIME OF SURVEY. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND FACILITIES.

12. THE NAMES OF ADJOINING OWNERS ACCORDING TO CURRENT TAX RECORDS FOUND ON-LINE WITHIN THE NEWTON COUNTY, MISSOURI GIS MAPS ARE SHOWN ON THIS SURVEY.

13. THE CLIENT SPECIFIED DISTANCE TO NEAREST INTERSECTION IS SHOWN ON THIS SURVEY.

16. THERE IS NO EVIDENCE OF EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS WITHIN RECENT MONTHS ON THE SUBJECT PROPERTY.

17. THERE IS NO EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS ON THE SUBJECT PROPERTY.

18. PURSUANT TO SECTIONS 5 AND 6 (AND APPLICABLE SELECTED TABLE A ITEMS, EXCLUDING TABLE A ITEM 1), INCLUDE AS PART OF THE SURVEY ANY PLOTTABLE OFFSITE (I.E., APPURTENANT) EASEMENTS DISCLOSED IN DOCUMENTS PROVIDED TO OR OBTAINED BY THE SURVEYOR.

19. A CERTIFICATE OF INSURANCE TO BE FURNISHED UPON REQUEST, BUT THIS ITEM SHALL NOT BE ADDRESSED ON THE FACE OF THE PLAT OR MAP.

TITLE RELATED NOTES: SCHEDULE B EXCEPTIONS

ITEM 8 - ANCHOR EASEMENT GRANTED TO EMPIRE DISTRICT ELECTRIC COMPANY DATED AUGUST 3, 1936 BY THE INSTRUMENT RECORDED OCTOBER 24, 1936 IN BOOK 147 AT PAGE 450. THIS IS A BLANKET EASEMENT OVER THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 27 NORTH, RANGE 32 WEST. PROVIDES FOR THE RIGHT TO MAINTAIN ONE POLE, 1 ANCHOR AND WIRE. THE LOCATION IS UNDEFINED.

ITME 9 - RIGHT OF WAY GRANTED TO COUNTY OF NEWTON DATED JANUARY 25, 1956 BY THE INSTRUMENT RECORDED JANUARY 3, 1957 IN BOOK 217 AT PAGE 57. THIS IS A BLANKET EASEMENT FOR THE DEDICATION OF RIGHT OF WAY FOR HIGHWAY OVER THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 27 NORTH, RANGE 32 WEST. THE LOCATION IS UNDEFINED.

ITEM 10 - RIGHT OF WAY GRANTED TO COUNTY OF NEWTON DATED JANUARY 10, 1956 BY THE INSTRUMENT RECORDED APRIL 17, 1957 IN BOOK 217 AT PAGE 150. THIS IS A BLANKET EASEMENT FOR THE DEDICATION OF RIGHT OF WAY FOR HIGHWAY OVER THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 27 NORTH, RANGE 32 WEST. THE LOCATION IS UNDEFINED.

ITEM 11 - EASEMENT GRANTED TO EMPIRE DISTRICT ELECTRIC COMPANY DATED JANUARY 4, 1961 BY THE INSTRUMENT RECORDED FEBRUARY 17, 1961 IN BOOK 322 AT PAGE 76. THIS IS A BLANKET EASEMENT FOR 10 POLES AND ANCHORS OVER THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 27 NORTH, RANGE 32 WEST. THE LOCATION IS UNDEFINED.

ITEM 12 - THE LAND IN QUESTION LIES WITHIN THE DIAMOND AREA FIRE PROTECTION DISTRICT , INCORPORATION OF WHICH IS DATED NOVEMBER 26, 1986 AND RECORDED DECEMBER 3, 1986 IN BOOK 331 AT PAGE 2638. THE LAND MAY BE SUBJECT TO TAXES AND ASSESSMENTS BY REASON THEREOF. THIS IS A BLANKET DESCRIPTION IDENTIFYING THE FIRE DISTRICT. THE SUBJECT PROPERTY IS AFFECTED BY THE TERMS OF THIS DOCUMENT, HOWEVER THERE IS NOTHING TO PLOT OR SHOW HEREON.

ITEM 13 - GRANT OF RIGHT OF WAY TO MISSOURI GAS ENERGY, A DIVISION OF SOUTHERN UNION COMPANY DATED JANUARY 11, 2000 BY THE INSTRUMENT RECORDED JANUARY 20, 2000 IN BOOK 349 AT PAGE 667. DOES NOT AFFECT THE SUBJECT PROPERTY AND IS NOT SHOWN ON THE SURVEY.

ITEM 14 - GRANT OF RIGHT OF WAY IN FAVOR OF MISSOURI GAS ENERGY, A DIVISION OF SOUTHERN UNION COMPANY DATED MARCH 6, 2000 BY THE INSTRUMENT RECORDED MARCH 6, 2000 IN BOOK 349 AT PAGE 2116. DOES NOT AFFECT THE SUBJECT PROPERTY, HOWEVER IS SHOWN ON THE SURVEY.

ITEM 15 - RIGHTS OF HIGHWAY FF ALONG THE NORTH AND KODIAK ROAD ALONG THE WEST SIDE OF SUBJECT PROPERTY AS SHOWN ON THE NEWTON COUNTY ASSESSOR'S MAP NO. 04-04.0-23. NOTHING TO PLOT.

ITEM 16 - WARRANTY DEED GRANTED THE STATE OF MISSOURI DATED MAY 11, 2009 AND RECORDED JUNE 1, 2009 IN BOOK 358 AT PAGE 3810. THIS IDENTIFIES THE HIGHWAY RIGHT-OF-WAY IN THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 27 NORTH, RANGE 32 WEST. AFFECTS THE SUBJECT PROPERTY AND IS SHOWN ON THE SURVEY.

ITEM 17 - ABUTTER'S RIGHTS OF DIRECT ACCESS SET FORTH IN WARRANTY DEED DATED MAY 11 , 2009 AND RECORDED JUNE 1, 2009 IN BOOK 358 AT PAGE 3810. AFFECTS THE SUBJECT PROPERTY AND IS NOT SHOWN ON THE SURVEY.

ITEM 18 - EASEMENT GRANTED EMPIRE DISTRICT ELECTRIC COMPANY INC. DATED MARCH 8, 2010 BY THE INSTRUMENT RECORDED APRIL 28, 2010 IN BOOK 359 AT PAGE 2519. AFFECTS THE SUBJECT PROPERTY AND IS SHOWN ON THE SURVEY.

ITEM 19 - QUIT CLAIM DEED IN FAVOR OF NEWTON COUNTY COMMISSION DATED MAY 30, 2012 AND RECORDED AUGUST 22, 2012 IN BOOK 361 AT PAGE 5879. DOES NOT AFFECT THE SUBJECT PROPERTY AND IS NOT SHOWN ON THE SURVEY.

ITEM 20 - EASEMENT GRANTED TO EMPIRE DISTRICT ELECTRIC COMPANY INC. DATED AUGUST 1, 2013 BY THE INSTRUMENT RECORDED AUGUST 14, 2013 IN BOOK 362 AT PAGE 5864. AFFECTS THE SUBJECT PROPERTY AND IS SHOWN ON THE SURVEY.

ITEM 21 - EASEMENT GRANTED TO EMPIRE DISTRICT ELECTRIC COMPANY INC. DATED MARCH 24, 2017 BY THE INSTRUMENT RECORDED APRIL 20, 2017 IN BOOK 366 AT PAGE 2571. AFFECTS THE SUBJECT PROPERTY AND IS SHOWN ON THE SURVEY.

ITEM 22 - TERMS AND PROVISIONS OF MEMORANDUM OF SOLAR LEASE AND EASEMENT AGREEMENT DATED DECEMBER 15, 2022 AND RECORDED JANUARY 17, 2023 IN BOOK 372 AT PAGE 261. DOES NOT AFFECT THE SUBJECT PROPERTY AND IS NOT SHOWN ON THE SURVEY. THE EASEMENT EXPIRED DECEMBER 2025.

No.	DATE	REVISION DESCRIPTION
5		
4		
3		
2		
1		

Kimley»Horn
805 PENNSYLVAINIA AVENUE
KANSAS CITY, MISSOURI 64105
Tel. No. (816) 652-0350
www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1"=100'	JSR	SFS	12-30-2026	170006038	2 OF 2

C:\USERS\JASON.ROUDEBUSH\DESKTOP\PROJECT EAGLE\170006038 PROJECT EAGLE BASE 2026-1 - ALTA.DWG PLOTTED BY JASON.ROUDEBUSH ON 2/2/2026 1:53 PM CST
S:\NAME E\USERS\JASON.ROUDEBUSH\DESKTOP\PROJECT EAGLE\170006038 PROJECT EAGLE BASE 2026-1 - ALTA.DWG PLOTTED BY JASON.ROUDEBUSH ON 2/2/2026 1:53 PM

EXHIBIT C

PROJECT EAGLE
Zoning Statement:

The subject property, being approximately 23.8 acres located south of E 32nd St, and east of Kodiak Rd in Newton County, MO, is being submitted as part of this application and is requesting approval for annexation into the City of Joplin MO with an M-2 zoning designation. The existing property is unused / undeveloped raw land, and has a potential end user seeking use of the site for a warehouse & distribution facility. The proposed use is NOT a manufacturing facility or data center.

The property needs this approval to have access to utilities and public safety services for the proposed building and operation. Proposed utility demands are modest, and more akin to commercial rather than industrial usage. The proposed site plan and building plans will be designed and approved to meet all local, city, state, and federal requirements. All design plans will be reviewed, approved, and permitted by all necessary authorities having jurisdiction, including the City of Joplin, MoDOT, and MoDNR. Frontage and access for the entire subject property is along E 32nd Street. This section of roadway is MoDOT right of way, and classified by MoDOT as a major collector. All traffic impacts will be designed to code, analyzed, and permitted in partnership with the City of Joplin and MoDOT.

This approved annexation and zoning will result in a positive impact, and benefit the City of Joplin abundantly. Positive project impacts include tax revenue, construction jobs, permanent jobs / payroll, and subsequent community economic growth. The potential end user is commonly an active community partner, engaging in community service programming, product donation, and disaster relief.

This approval would not negatively affect or change the character of the surrounding properties. It will in fact add to the existing character and be a perfect fit for this locale. As seen in the image below, the subject property (outlined by the thick, red boundary) is located along the southern edge of the most eastern part of the City of Joplin. Properties in this area are nearly all M-2 zoning, as shown by all the red shaded lots.

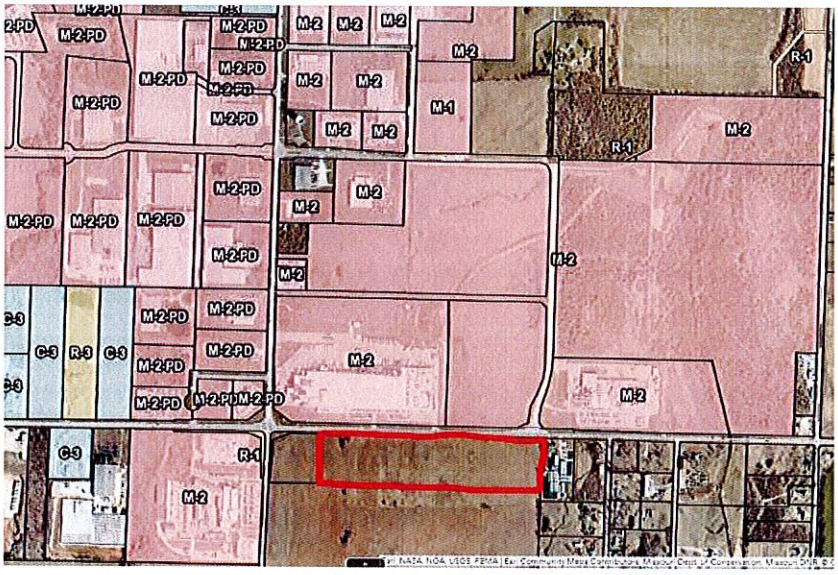


EXHIBIT B

PROJECT EAGLE

Property Description:

A tract of land in the Northwest Quarter of Section 23, Township 27 North, Range 32 West of the 5th Principal Meridian in Newton County, Missouri being bounded and described by or under the direct supervision of Jason S Roudebush, PLS 2002014092 under the authority of Kimley-Horn CLS 2025011669 on January 29, 2026, as follows: Commencing at the Northeast corner of said Northwest Quarter; thence South 2°02'28" West, along the East line of said Northwest Quarter, 39.73 feet to a point on the South right-of-way line of Missouri State Route FF (32nd Street), as now established, said point also being the Northwest corner of Lot 1, EASTBROOK ACRES, a subdivision of land in said Newton County, Missouri, said corner also being the Point of Beginning of the tract of land to be herein described; thence continuing South 2°02'28" West along said East line, 485.81 feet; thence North 88°49'37" West, 2,141.47 feet to the Southeast corner of an excepted tract as described in file 2015-00000445 and recorded in Book 87 at Page 5 in the Recorder of Deeds office, Newton County, Missouri; thence North 2°10'07" East, along the East line of said tract, 475.00 feet to a point on the South right-of-way line of said Missouri State Route FF (32nd Street) as established by Warranty Deed to the State of Missouri recorded in Book 358 at Page 3810 in the Recorder of Deeds office, Newton County, Missouri; thence South 88°53'11" East, along said South right-of-way line, 221.28 feet; thence North 87°50'32" East, continuing along said South right-of-way line, 182.31 feet; thence South 88°49'37" East, continuing along said South right-of-way line, 1,737.29 feet to the Point of Beginning. Containing 1,036,625 square feet or 23.80 acres, more or less.

STATE OF Missouri)
) ss.
COUNTY OF Jasper)

OWNERSHIP AFFIDAVIT AND CONSENT

Comes now Shane + Danette Conley (Property Owner) who, being duly sworn upon his/her oath, does state that he/she is the owner of the property described as 25 Acres as shown in exhibit A" (legal description) more commonly known as Project Eagle. I am unable to attend the Joplin Planning and Zoning meeting but would like my comments to be heard by the Commission. I hereby nominate and give consent for AMG 2025 BTS: Joplin Mills to speak on my behalf and act as my Agent at the meeting in Case Number TBD.

Date: 1/9/25

Signature of Owner

Shane Conley
Printed Name

Signature of Owner

Danette Conley
Printed Name

In witness whereof I have hereunto subscribed my name and affixed my official seal this 9th day of January, 2025.

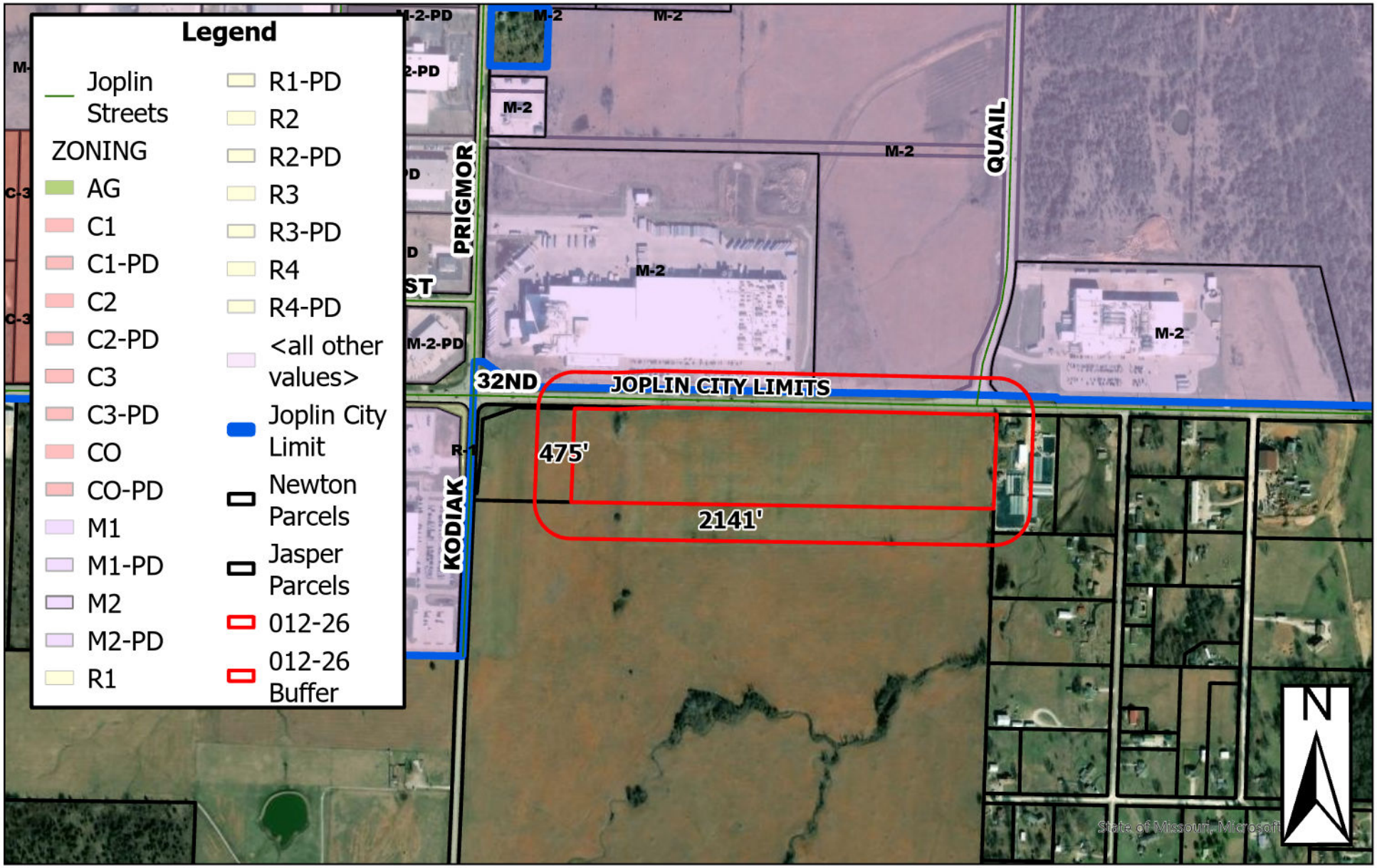
Katy Ann Jackson
Notary

My commission expires: January 5, 2029

KATY ANN JACKSON
Notary Public - Notary Seal
STATE OF MISSOURI
Jasper County
My Commission Expires: January 5, 2029
Commission #: 25646206

Note: The local legislative body reserves the right to rezone property without the owner's consent for the purpose of promoting health, safety, morals, or the general welfare of the community. The Missouri Revised Statutes Chapter 89 (Zoning and Planning) authorizes this power to the legislative body.)

Case 012-26: Rezoning



Approximately 25 acres Southeast of 32nd Street and Kodiak Road – Rezoning – A request to rezone property from District R-1 (Single-Family Residential) to District M-2 (Heavy Industrial) – Conley Commercial Holdings, LLC

0 250 500 1,000 1,500 2,000 Feet



AMBROSE

City of Joplin

Annexation & Zoning Request

Project Eagle

April 6, 2026
City Council

ZACH IMBUS, Development Manager
JACK THOMPSON, Development Associate
NEIL KIPPENBROCK, Civil Engineering Project Manager
JASON VANGALIS, Manager, Economic Development

Agenda

Ambrose Introduction

Project Team

Subject Property

Annexation & Zoning Request

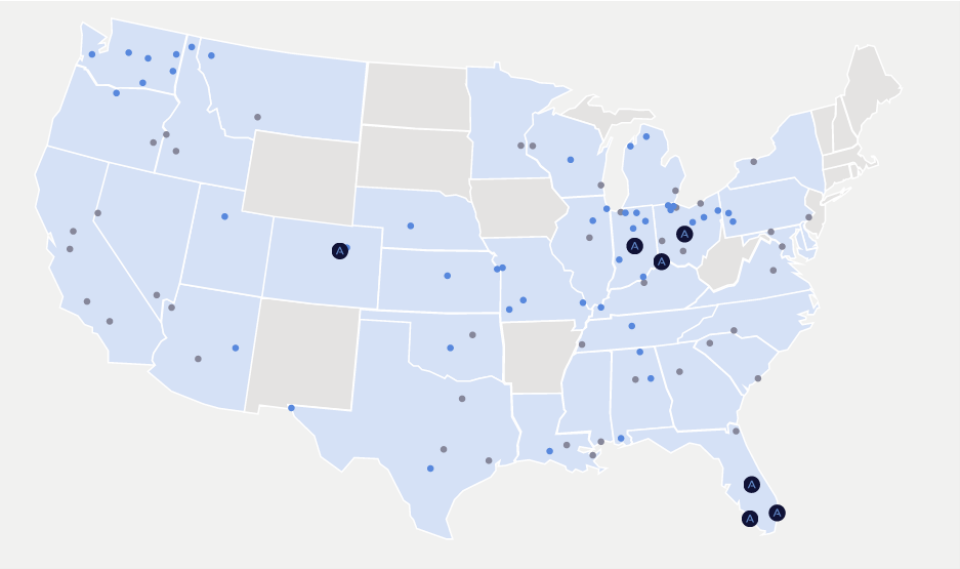
Proposed Development

Q&A

Ambrose Introduction

- Industrial, logistics, and e-commerce real estate developer
- Founded 2008
- Based in Indianapolis, IN
- Determination, Excellence, Creativity and Kindness





- We believe in doing the right thing. Always.
- We put people first with honesty and integrity at the core of everything we do.
- Flexible, agile, and collaborative.
- We believe in the power of saying “yes.”

Completed 100% of projects on time and budget

Project Team

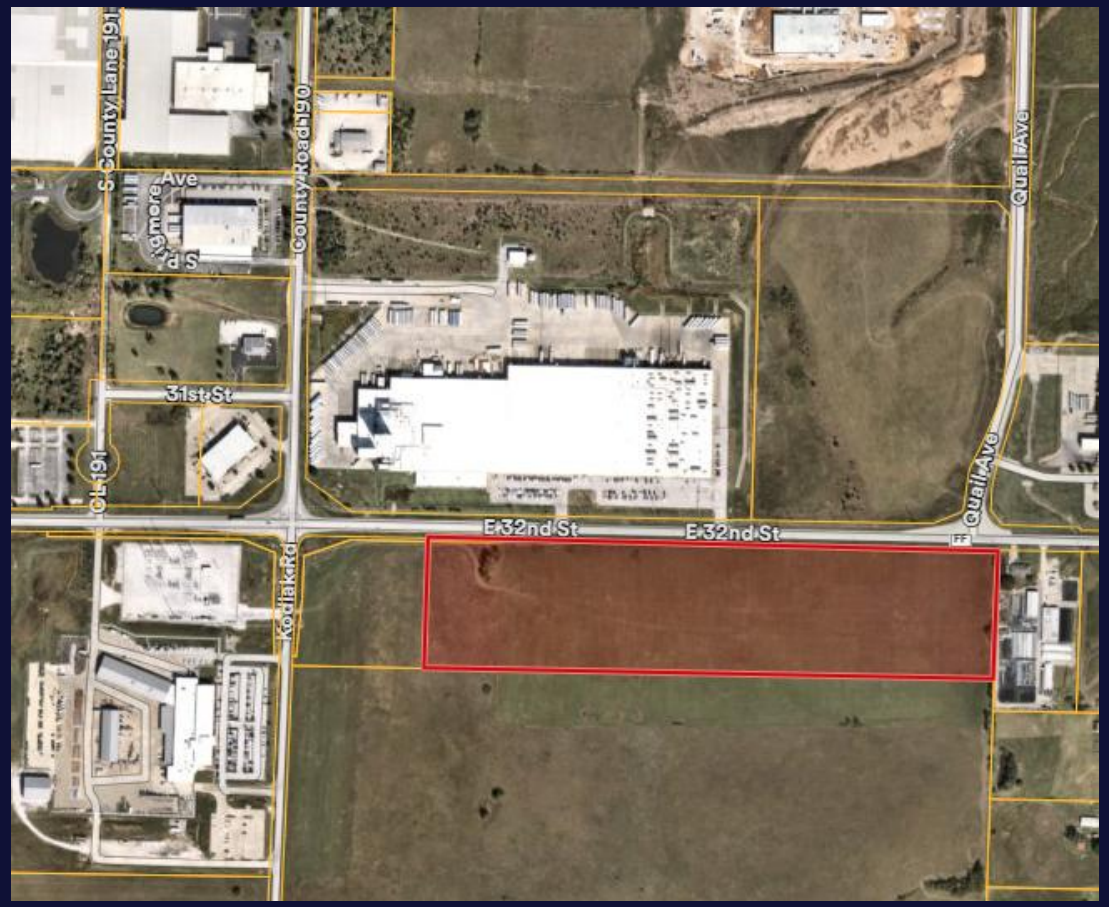
- City of Joplin
  - Plan Reviews and Permitting
- MoDOT (Springfield, MO)
- Civil Engineer – Kimley-Horn (Rogers, AR)
  - Environmental
  - Traffic
  - Sound
  - Landscaping
- Architect – CESO (Rogers, AR)
- Geotechnical Engineer – Langan (Chicago, IL)

Kimley»Horn

CESO

LANGAN

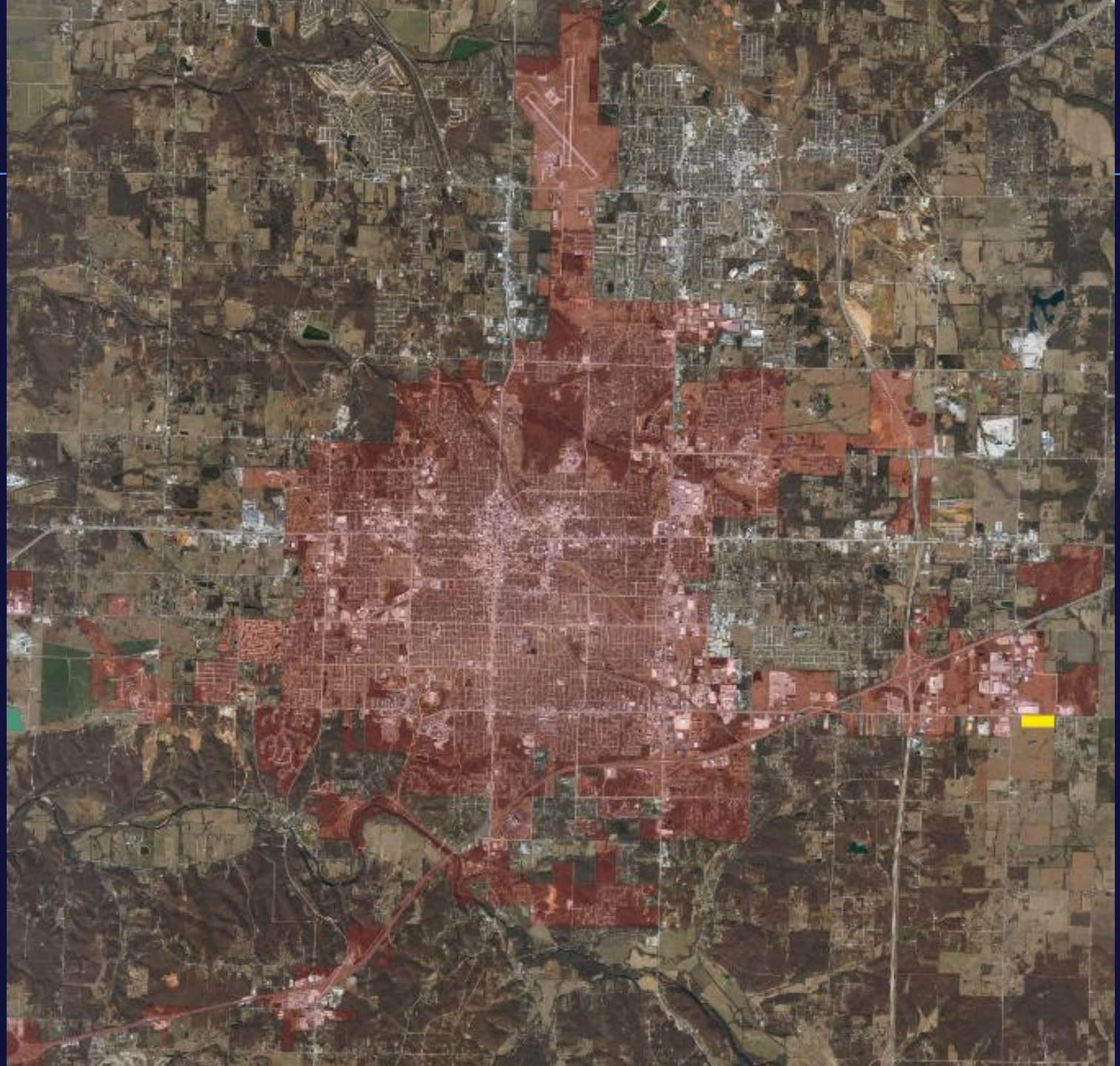
Subject Property



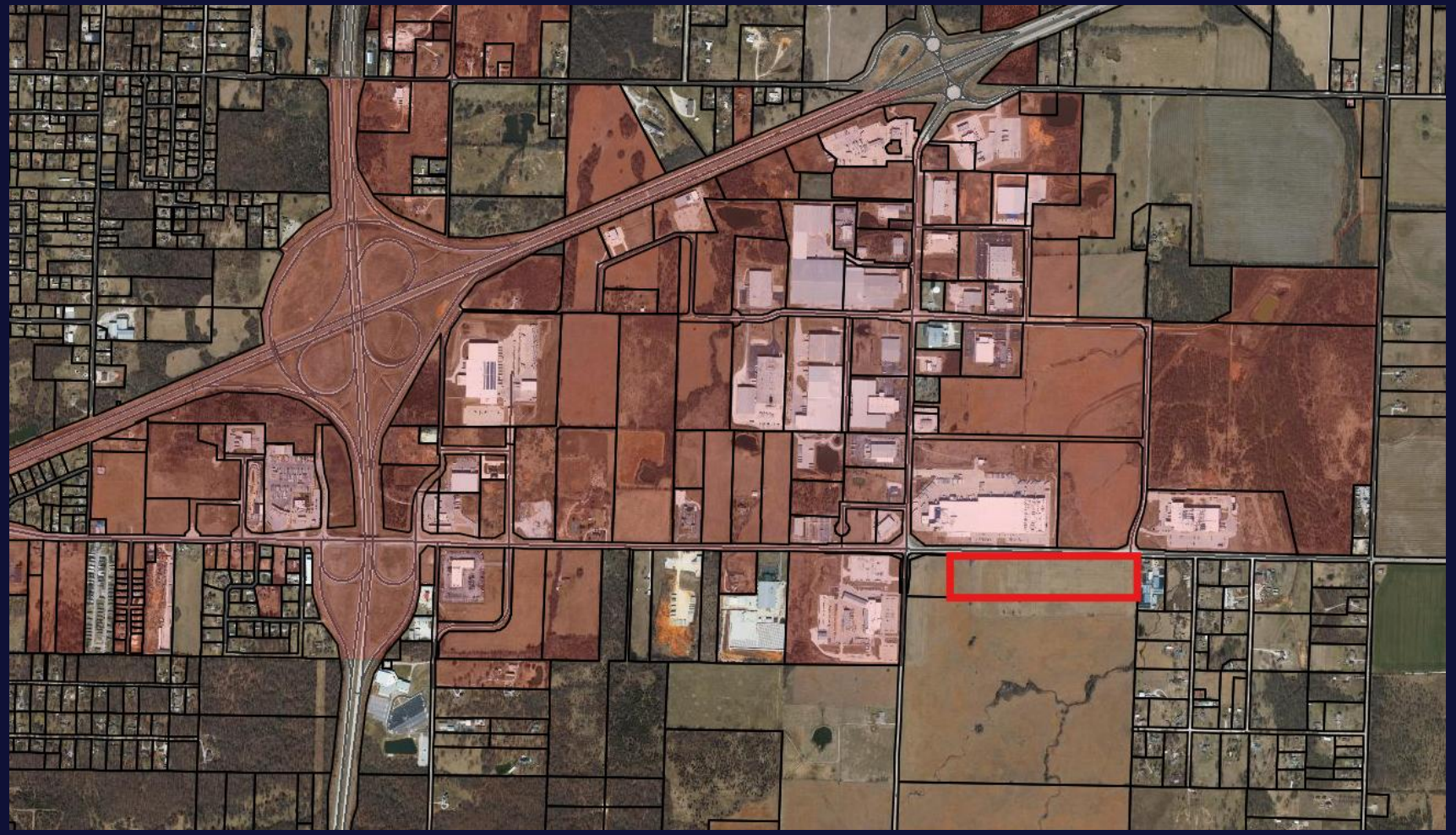
- 23.80 acres
- **Existing:**
  - Undeveloped Land
- **Proposed:**
  - Warehouse & Distribution Facility

E 32nd St, Joplin, MO 64804

Annexation



Annexation



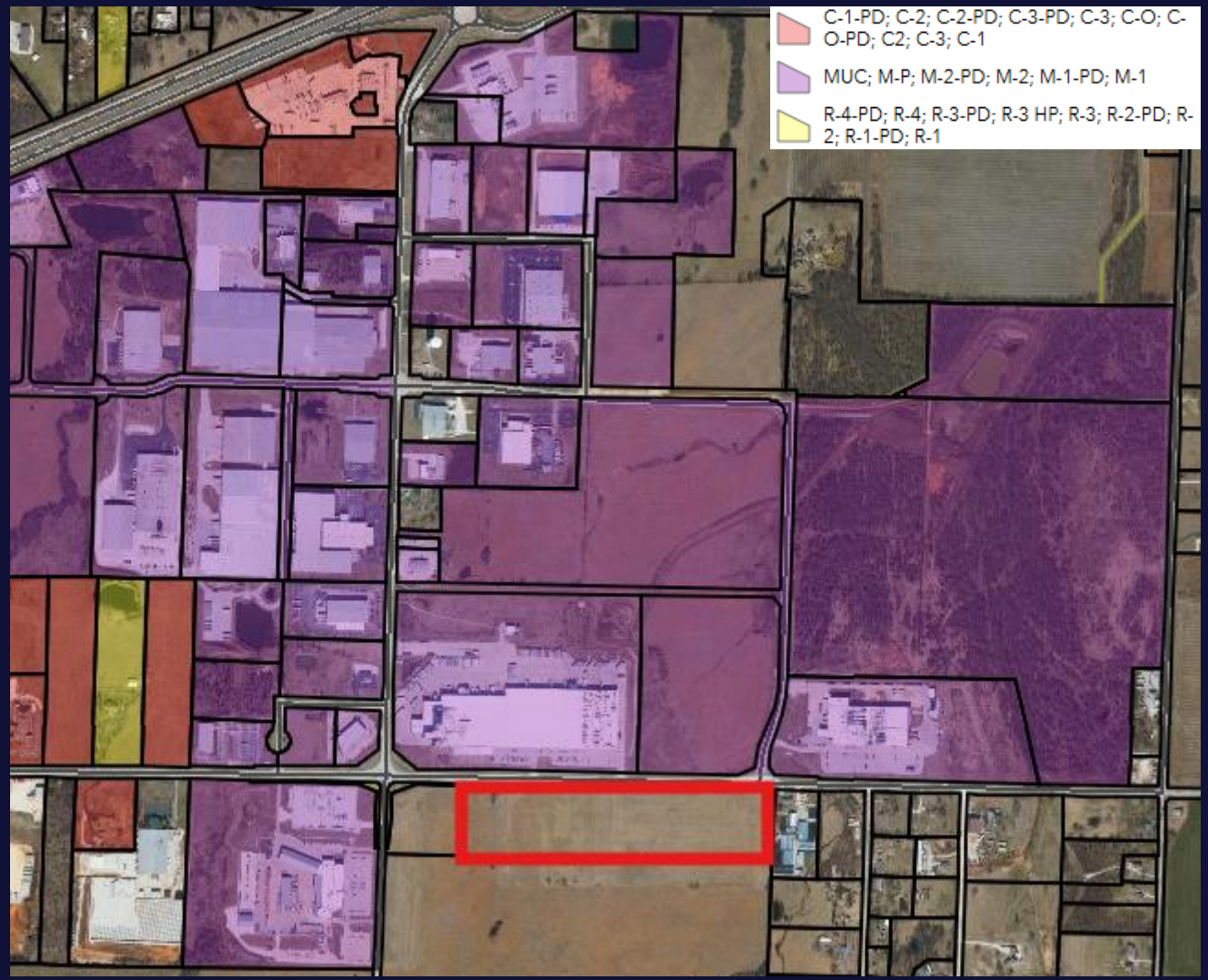
Existing:

- Newton County

Proposed:

- City of Joplin

Zoning



Existing:

- **N/A - unincorporated**
- All adjacent zoning and most SE of I-44/I-49 is M-2

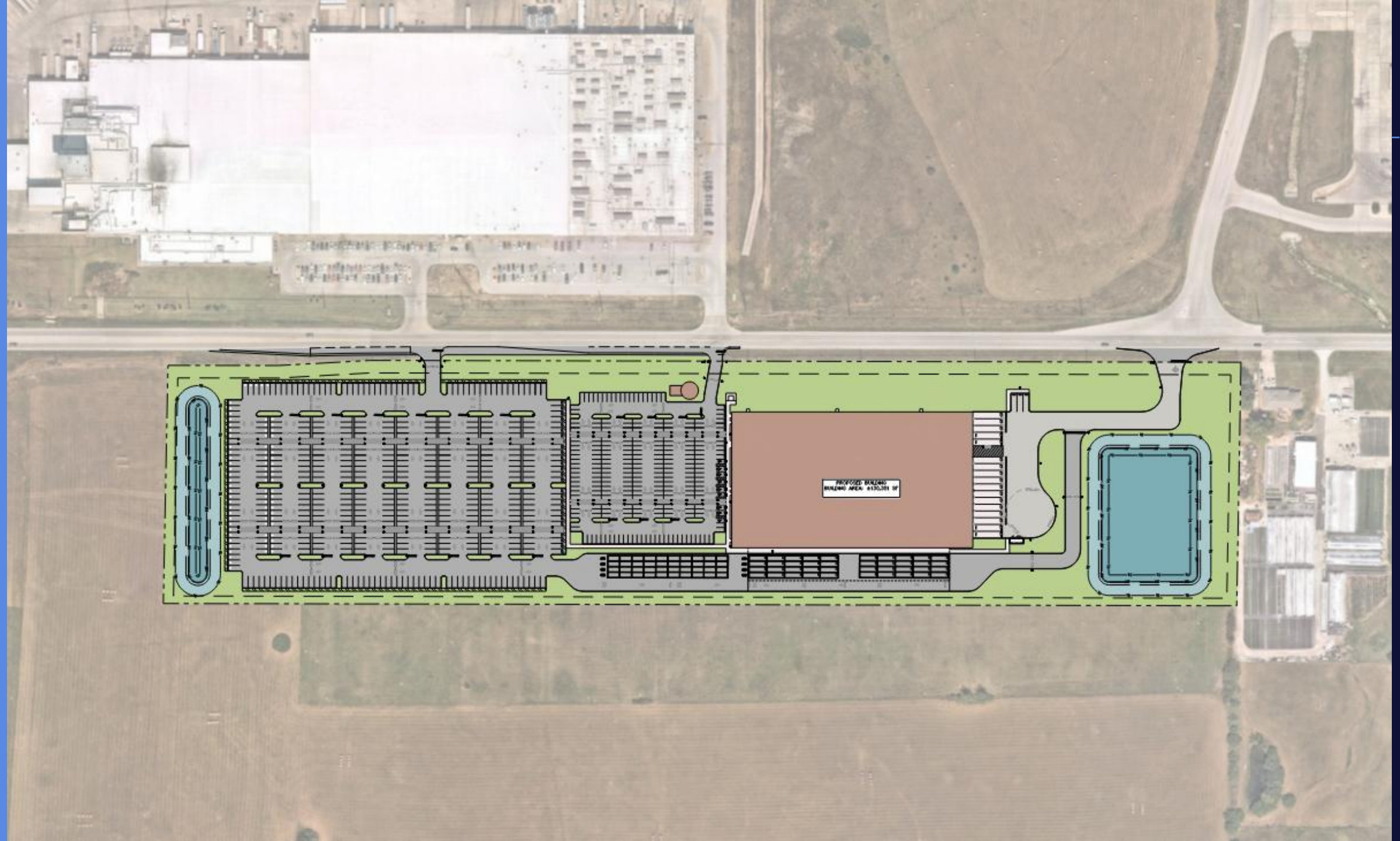
Proposed:

- **M-2 – Heavy Industrial**

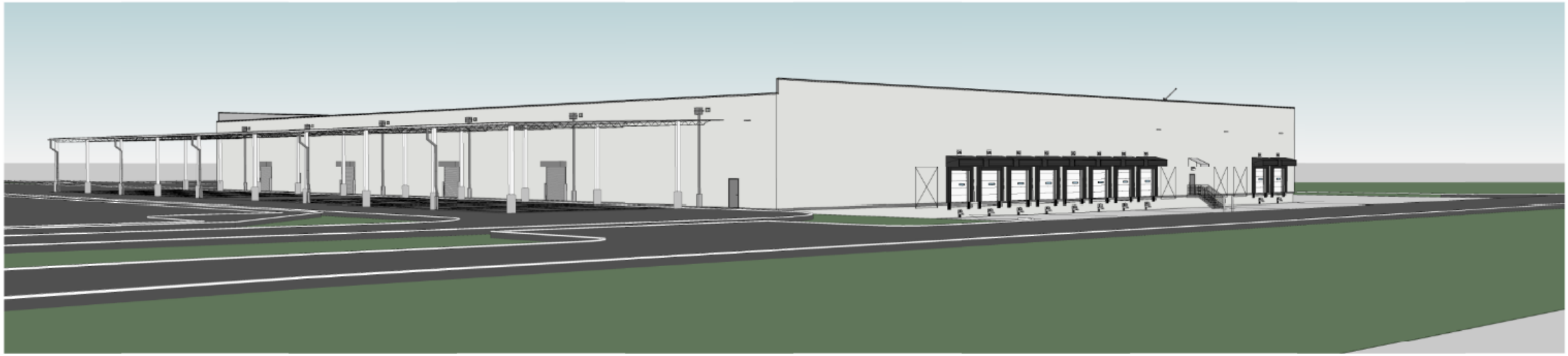
- Compatible with proposed use and aligns with surrounding zoning
- No City residential nearby

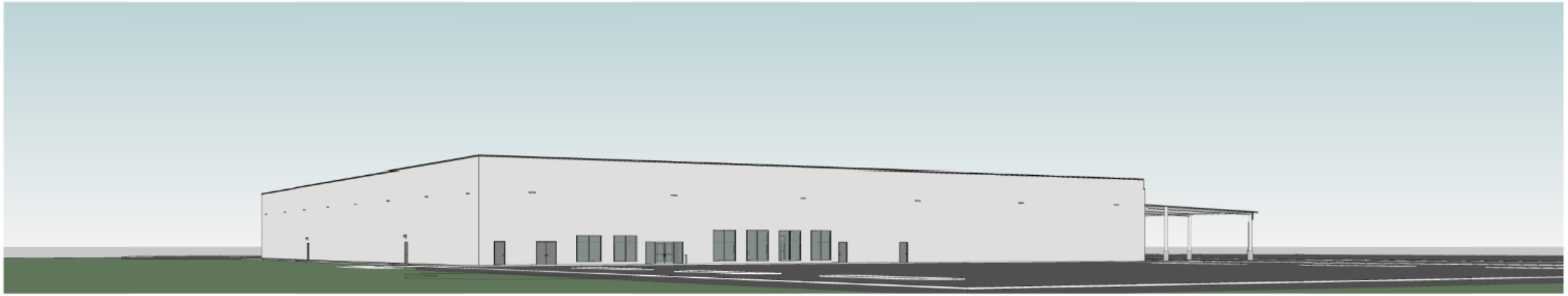
Proposed Development

- Class A Distribution Facility
- ~130,000 SF building; ~30’ height, single-story concrete
- Intended operations include:
  - Receiving, storage, staging, shipping
- Clean operations with no odor, pollution, and no industrial waste
- Small office space with restrooms
  - Modest water and sanitary sewer usage


PROPOSED BUILDING
BUILDING AREA: 61,130,191 SF

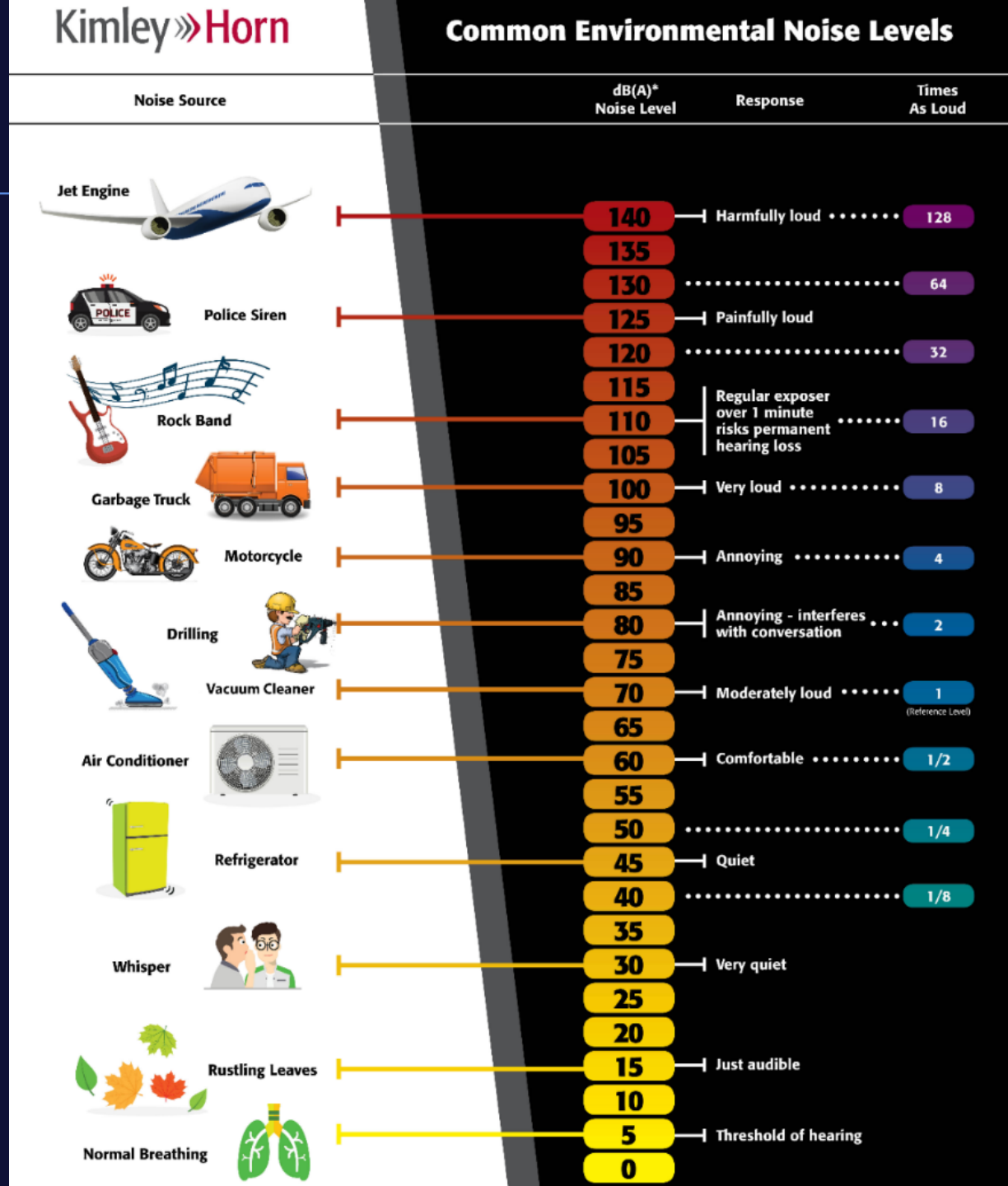
AMBROSE





Noise

- All local ordinances will be met, and exterior landscaping and buffering will be utilized to exceed goals
- Operational noise levels of 55 dB(A)



Lighting

- Photometric plan to be approved by City and meet all local ordinances
- Cutoff lighting to be utilized. Keeps light on property and off neighbors.
- Exterior landscaping and buffering will be utilized to exceed goals

Environmental & Geotechnical

- Extensive studies completed
- U.S. Fish and Wildlife Service engaged to ensure endangered bird species are protected
- U.S. Army Corps of Engineers (Little Rock, AR division) engaged to ensure wetlands are protected
- Earthwork and soil stabilization to be completed by local experts
- Stormwater management

Traffic

- **If traffic flow doesn’t work for you, it doesn’t work for us.**
- Traffic Impact Study submitted to the City and MoDOT
  - Study provides analysis of proposed impacts and makes improvement recommendations if necessary (Turn lanes in this case).
  - Will ensure all roads and intersections operate at an acceptable level of service

Community Benefits

- Construction jobs & local contractor involvement encouraged
- Permanent Jobs
  - Both part-time and full-time positions with benefits
- Economic Growth of community
- Tax Revenue
- Community Outreach Programs
  - Community service & staff volunteering
  - Product donation to local schools, emergency services, and other non-profits
  - Disaster Relief

Thank you!

Q&A



P & Z Case 012-26
Conley Commercial Holdings, LLC
(P & Z Recommended to Approve)

COUNCIL BILL NO. 2026-263 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 M-2 (Heavy Industrial) property as described below and generally known as approximately 25 acres approximately 450 feet East of the Southeast corner of East 32nd St and South Kodiak Rd, 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).

A tract of land in the Northwest Quarter of Section 23, Township 27 North, Range 32 West of the 5th Principal Meridian in Newton County, Missouri being bounded and described by or under the direct supervision of Jason S Roudebush, PLS 2002014092 under the authority of Kimley-Horn CLS 2025011669 on January 29, 2026, as follows: Commencing at the Northeast corner of said Northwest Quarter; thence South 2°02'28" West, along the East line of said Northwest Quarter, 39.73 feet to a point on the South right-of-way line of Missouri State Route FF (32nd Street), as now established, said point also being the Northwest corner of Lot 1, EASTBROOK ACRES, a subdivision of land in said Newton County, Missouri, said corner also being the Point of Beginning of the tract of land to be herein described; thence continuing South 2°02'28" West along said East line, 485.81 feet; thence North 88°49'37" West, 2,141.47 feet to the Southeast corner of an excepted tract as described in file 2015-00000445 and recorded in Book 87 at Page 5 in the Recorder of Deeds office, Newton County, Missouri; thence North 2°10'07" East, along the East line of said tract, 475.00 feet to a point on the South right-of-way line of said Missouri State Route FF (32nd Street) as established by Warranty Deed to the State of Missouri recorded in Book 358 at Page 3810 in the Recorder of Deeds office, Newton County, Missouri; thence South 88°53'11" East, along said South right-of-way line, 221.28 feet; thence North 87°50'32" East, continuing along said South right-of-way line, 182.31 feet; thence South 88°49'37" East, continuing along said South right-of-way line, 1,737.29 feet to the Point of Beginning. Containing 1,036,625 square feet or 23.80 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.

Section 3. This Council Bill shall become effective in 20 days.

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:
2026-264 – Rezoning

MEETING DATE:
March 2, 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 013-26: 612 West E Street – Rezoning – A request to rezone from District R-2 (Two-Family Residential) to District R-2 HL (Two-Family Residential – Historic Landmark Overlay) – Hudson Real Estate, LLC

BACKGROUND:

The character of the neighborhood is a traditional neighborhood consisting of long residential blocks will center block alleys. The adjacent zoning districts are all low density residential, either R-1 or R-2 with most uses are single family and a few two family uses. The proposed zoning change will not permit uses inconsistent with traditional uses and the surrounding character of the neighborhood.
The Intent HL overlay, under Appendix E of the Joplin Development Code is to individually designate a property a local landmark and states “A property or structure designated as a "landmark" by ordinance of the City Council, pursuant to procedures, prescribed herein, that is worthy of rehabilitation, restoration, and preservation because of its historic and/or architectural significance to the City of Joplin.” With consideration of the criteria of a property to received designation, the property and documented application meets the intent of the ordinance.
The 2012 City of Joplin Comprehensive Plan designates this property as low density residential. The Future Land Use Plan and development policies and preservation code are consistent with this request.
Base zoning is not being requested or desired to be changed with this application for the HL-Overlay district and will continue to have the same restriction. Residentially zoned properties that receive the historic overlay are eligible for special use permit to allow traditional uses associated

with the property through a separate process, and this is not a consideration if the property meets the criteria for designation.
The zoning change will not negatively impact surrounding property. The requested zoning district does not change permitted uses through landmark designation. Special use permit would be required to permit any uses other than those permitted by right through base zoning, and any detrimental affect are addressed through special use permit conditions. There are no detrimental affects from landmark designation.
On February 17th, 2026 the Historic Preservation Commission reviewed the application for local designation in a public hearing. It was the determination of the Commission that the property was eligible for designation on Criteria 1 - Its character, interest, or value as part of the development, heritage, or cultural characteristics of the community, county, state, or country. Applicant was present to speak in favor, while no one was in attendance to speak against.

PLANNING & ZONING COMMISSION TESTIMONY:

Thomas Walters, City Staff, represented the case. He explained the historic background of the property. The Historic Preservation Commission recommended approval. Ms. Angela Hudson, the applicant, spoke of her hopes to restore the property.

PUBLIC COMMENT;

There was none.

RECOMMENDATIONS:
Staff recommends approving Council Bill 2026-264
Planning & Zoning Commission recommends approving Case 013-26 (6 in Favor, 0 Opposed, 0 Absent, 1 Abstain)

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

CASE 013-26 REZONING FROM R-2 TO R-2HL

Mr. Thomas Walters, City Staff, 602 S. Main Street, spoke as to how the Historic Preservation Commission is requesting and forwarding a nomination for 612 West E Street. For something to be designated a local landmark it must substantially meet one of ten criteria and must be substantially researched and well documented. The Commission approved the designation based on criteria one. No one came to the commission meeting to speak in opposition. Mr. Walters explained how the landmark process is different from the special use process and how he did not wish to confuse the two with this commission. He went on to share some of the research to the commission and explained how this request has been brought to this commission and asked that it be recommended to the City Council.

Dr. Rosenberg reminisced about his memories of the grocery store that was at this location.

Mr. Walters indicated how there is one other of these type of landmarks in the city located in the Murphysburg Historic District.

Ms. Harrington explained how her daughter would visit the store and how if this would make it onto the national register it might qualify for funding.

Mr. Kimble asked if there was anyone in attendance who would like to speak in favor of the case.

Ms. Angels Hudson, 528 N. Moffet Ave, explained how she is the property owner and hopes to restore it back to more to what it used to look like. She went on to say how she live directly cross the alley from this location and thought this was a good opportunity. Ms. Hudson spoke about her investment in her own home and her involvement in neighborhood activities.

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

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

Ms. Mary Brokenshire, 600 Morgan Court, indicated that she is Ms. Hudson's mother. She spoke how Ms. Hudson is renovating her home on South Moffet and hope how the property in question will be renovated with the original historic features as much as she can.

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

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

Mr. Kimble opened the floor to a motion from the commission.

MS. KLUE-MICHAEL MADE A MOTION TO APPROVE CASE 013-26. THIS MOTION WAS SECONDED BY MS. WARREN, MOTION PASSED. (6 IN FAVOR, 0 IN OPPOSITION, 0 ABSENT, 1 ABSTAIN).

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.: _____
Filing Fee: $625.00
Received: _____
Date Advertised: _____
Proj. No.: _____
Public Hearing Date: _____

Applicant: Joplin Historic Preservation Commission Phone No.: _____

Address: _____ Email: _____

Owner: Angela Hudson (Hudson Real Estate LLC) Phone No.: 720-236-0559

Address: 528 N Moffet Ave, Joplin MO 64801 Email: ahudson2002@gmail.com

Location of Property: 612 West E Street

Present Use of Property: Single Family

Proposed Use of Property: Single Family

Current Zoning: R-2 (Two Family) Requested Zoning: R-2-HL

Surrounding Land Use and Zoning:

	Land Use	Zoning
North	Single Family	R-1
South	Single Family	R-2
East	Single Family	R-2
West	Single Family	R-2

Character of the Neighborhood: Traditional Walkable 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: West E Street

_____

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:

This property meets the criterial for local historic landmark designation under criteria one of Appendix E of the development code

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:** 2/26/26

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

STAFF PLANNING REPORT
Rezoning

CASE 013-26 A request to rezone from District R-2 (Single-Family Residential) to R-2-HL (Historic Landmark)

LOCATION 612 W E Street in the Neighborhood of North Heights

APPLICANT **Historic Preservation Commission on behalf of** Angela Hudson (Hudson Real Estate LLC)

EXISTING CONDITIONS

Zoning	Land Use	Property Size
R-2	Single Family	Approximately 1,850 Sqft

SITE CONTEXT

	North	East	South	West
Existing Zoning	R-1	R-2	R-2	R-2
Land Use	Single Family	Single Family	Single Family	Single Family

FUTURE LAND USE

The 2012 City of Joplin Comprehensive Plan designates this property as low density residential.

TRANSPORTATION

Streets with access	Classification	Right-of-way width
W E St	Arterial	50′

UTILITIES

City Sewer is located on the East side of the property in the alley.

FLOOD PLAIN

The property is not located within the flood plain.

STAFF ANALYSIS

CHARACTER OF THE NEIGHBORHOOD

The character of the neighborhood is a traditional neighborhood consisting of long residential blocks will center block alleys. The adjacent zoning districts are all low density residential, either R-1 or R-2 with most uses are single family and a few two family uses. The proposed zoning change will not permit uses inconsistent with traditional uses and the surrounding character of the neighborhood.

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

The Intent HL overlay, under Appendix E of the Joplin Development Code is to individually designate a property a local landmark and states "A property or structure designated as a "landmark" by ordinance of the City Council, pursuant to procedures, prescribed herein, that is worthy of rehabilitation, restoration, and preservation because of its historic and/or architectural significance to the City of Joplin." With consideration of the criteria of a property to received designation, the property and documented application meets the intent of the ordinance.

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

The 2012 City of Joplin Comprehensive Plan designates this property as low density residential. The Future Land Use Plan and development policies and preservation code are consistent with this request.

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

Base zoning is not being requested or desired to be changed with this application for the HL-Overlay district and will continue to have the same restriction. Residentially zoned properties that receive the historic overlay are eligible for special use permit to allow traditional uses associated with the property through a separate process, and this is not a consideration if the property meets the criteria for designation.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

The zoning change will not negatively impact surrounding property. The requested zoning district does not change permitted uses through landmark designation. Special use permit would be required to permit any uses other than those permitted by right through base zoning, and any detrimental affect are addressed through special use permit conditions. There are no detrimental affects from landmark designation.

DISCUSSION

On February 17th, 2026 the Historic Preservation Commission reviewed the application for local designation in a public hearing. It was the determination of the Commission that the property was eligible for designation on Criteria 1 - *Its character, interest, or value as part of the development, heritage, or cultural characteristics of the community, county, state, or country.* Applicant was present to speak in favor, while no one was in attendance to speak against.

Staff recommends approval of Case 012-26.

ENCLOSURES

- Map of property
- HPC Resolution
- HPC Staff Report
- Application

Property: 612 West E Street, Joplin, Missouri
Historic Name: Lloyd Ruff Grocery Store (later Richard's Food Market)

Purpose of Submission:
These supporting documents accompany the Local Historic Landmark Nomination for 612 West E Street. The materials document the building's construction date, historic commercial use, association with the Ruff family, and its long-standing role as a neighborhood-serving grocery and community space.

The attached materials demonstrate that the property meets the criteria for designation as a Local Historic Landmark due to:

- Its role in Joplin's early-20th-century neighborhood commercial development,
- Its long association with Lloyd Ruff and the Ruff family,
- Its status as a representative example of a utilitarian neighborhood grocery structure, and
- Its continued suitability for preservation through adaptive reuse consistent with its historic community-serving function.

Attachments Included:
Bibliography, Cross-Reference Index, Historic Summary Spreadsheet, Newspaper articles and advertisements, City directory excerpts, Obituaries and genealogical documentation, Historic postcard (Missouri Digital Heritage), Later-use documentation.

HOME BUILDING BOOM IS ON IN CITY OF JOPLIN

LUMBER DEALERS SAY THERE ARE MORE THAN 20 RESIDENCES BEING BUILT.

Expect High Tide of Activity in Fall Due to General Prosperity.

With twenty or more houses and a few store buildings now under course of construction, lumber dealers believe Joplin soon will see the biggest building boom in its history. Not in months has there been as great activity along this line as at present, and it is the belief of dealers that fall will see the boom at high tide.

The dealers attribute the revival of home building to the general prosperity brought on by higher ore prices. It is on the theory that times will continue to be good that they see in store for the city a building boom.

One of the largest houses being built at this time is at Sixteenth street and Missouri avenue. It is being erected by A. Barr, a contractor, and will contain ten or twelve rooms.

A brick veneer bungalow is being built by Dr. S. H. Miller on Sergeant Leont avenue near First street. It is nearly finished.

Other Buildings Going Up.

Other buildings are being constructed in this part of the city. Near E and Sergeant Loyd Ruff, a grocer is building a house and store building. A two-story house is being built between D and E on Moffet by Leon Boucher. The foundation for a six-room cottage, to be built by Dr. M. B. Harutun, has been laid in Roanoke addition.

Near Twenty fifth street S. B.

NewspaperArchive by Storied

Joplin News Herald, July 25, 1915 Pg. 3, Joplin, Missouri, US
https://newspaperarchive.com/joplin-news-herald-jul-25-1915-p-3/

For 50c—Next Week Only

Plus Five Trademarks from Quaker Oats Packages, 10c Size
or Plus Two Trademarks from Quaker Oats Packages, 25c Size

This Quaker Cooker

We have supplied perfect double-Cookers to over 700,000 homes, to make Quaker Oats more delightful. They are made to our order to bring out the fullness of the flavor and aroma.

Such a Cooker as this, if sold at retail, would cost more than most homes would pay. But our purpose requires it in every home where Quaker Oats are used, so we ourselves supply it.

Our purpose is this: To create more Quaker Oats users, by making this the best-loved morning dish.

To this end, we use queen grains only in this brand—just the big, plump grains. We get but ten pounds per bushel. That means that two-thirds of the oats as they come to us are discarded in Quaker Oats.

The result is large, luscious flakes. They make this dish doubly-delicious. Yet they cost you no extra price.



Pure Aluminum
Made to Our Order
Extra Large and Heavy
Cereal Capacity, 2½ Qts.
Retail Value, $2.50

These flavory flakes have won the world to Quaker. In a hundred nations this is the favorite brand. Millions of oat lovers send thousands of miles to get it.

Our next object is right cooking, and we offer this Cooker to every home to attain it. But we supply only one to a home.

Get this Cooker next week under this special offer. You want children to delight in this vim-food. You want them to eat an abundance. The way to attain that is to serve Quaker Oats cooked in this Quaker Cooker.

Next Week 50c—But Never Again

Our regular offer made in each Quaker Oats package is this:

Send us five trademarks cut from the front of the Quaker Oats packages. That is to prove you a Quaker Oats user. Send $1 with the trademarks and this Quaker Cooker will be sent by parcel post.

Next week's offer is this: Send us five trademarks—the picture of the Quaker—cut from the fronts of five Quaker Oats packages, 10c size, or two from the 25c size. Send with them **only 50 cents**, and we will send the Cooker by parcel post.

For one week—for next week—we cut the payment in two. For 50c you get this big Aluminum Cooker. But this offer will never be repeated. No requests will be honored unless mailed next week. **And the offer is confined to this county.**

Note the grocers who have the Cooker on show. You will find Quaker Oats displayed with it. See the Cooker and, if you approve it, arrange next week to get it. It will mean a 50-cent saving under the lowest price we have ever offered. Please don't forget.

Address—The Quaker Oats Company, 1755 Railway Exchange, Chicago

These Grocers Next Week

Display the Quaker Cooker

BEN F. SCOTT	611 West Ninth St.
BERT ASKINS	617 West Nineteenth St.
C. L. WELCH	Twenty-second and Bird Sts.
LOCKWOOD & CO.	3103 Empire St.
C. P. BEAVERS	2028 Byers Ave.
T. S. BUFORD	211 East Twentieth St.
CHURCH & BLAIR	1702 Main St.
DAVISON BROS.	814 Main St.
J. W. TAYLOR	1222 Main St.
G. W. MARTIN	2039 Empire St.
ORIN HARVEY	511 West B St.
CHAS. O. HAUCK	200 Main St.
PITNEY & GLAZEBROOK	112 Main St.
C. E. JONES	137 West First St.
THE FAIR GROCERY	520 Broadway
GRAHAM BROTHERS' GROCERY	218 West Third St.
JAS. THOMPSON	511 West Second St.
LLOYD H. RUFF	912 West E St.
J. R. BEARDN	417 West A St.
C. H. HAVENS	214 East Fifth St.
N. MARR	302 Main St.
N. MARR	314-316 Main St.
N. MARR	1604 Main St.
KLOTZ & JOHNS	Corner Sixth and Moffet
R. M. WELCH GRO. CO.	Fifteenth and Indiana
A. L. MILLS	1408 Main St.
FERRIER GROCER CO.	222 West Fourth St.
WAYSIDE GROCERY (Geo. W. Burton)	1501 Missouri
CLAYTON & SONS	Twelfth and Main Sts.
G. W. KOEHLER	116 West Sixth St.
A. L. BASTAIN	830 Main St.
MIDLAND GROCERY CO.	800 Main St.
THE PEARL	309 Main St.
T. C. EBERLY	414 West Fourth St.
GEO. L. MORRISON'S	1310 Main St.
S. G. NUGENT	704 Broadway
C. R. DAVIS	914 Main St.
H. A. BROWN	715 Broadway
W. T. ZIMMERMAN	621 West Fourteenth St.
WM. H. DAVIES	1612 Byers Ave.
MOORE & CO.	317 Murphy St.
SCHWARZE GROCERY CO.	802 West Seventh St.
L. A. PITNEY	1007 West Sixth St.
WALTER PORTER	1417 Perkins Ave.
HARRY OCHSENBEIN	1460 Perkins Ave.
T. B. OSBORN	Chitwood, Mo.
NORTH HEIGHTS GROCERY	D and Pearl Sts.
F. L. COX	Chitwood, Mo.
L. R. FRYER	1442 Perkins Ave.

This advertisement was originally intended for appearance yesterday

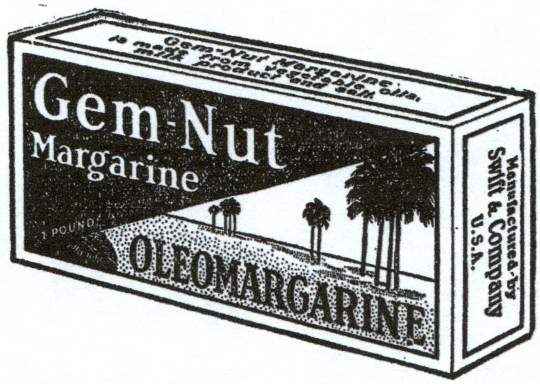
Quaker Oats 10c and 25c

In Round Packages With Top

and Mesdames McGuire, Watkins and E. N. Williams. Mesdames

NewspaperArchive by Storied

Joplin Globe, October 22, 1915 Pg. 4, Joplin, Missouri, US
https://newspaperarchive.com/joplin-globe-oct-22-1915-p-4/



Gem-Nut Margarine

You can get it fresh from these dealers:

JOPLIN.

J. L. Connelly Merc. Co..1202 Broadway
Inman & King.....1101 Broadway
J. D. West.....815 Broadway
C. E. Jones.....110 W. First St.
L. C. Herb.....229 N. Connor
Dan Flannery.....1428 Perkins St.
H. Ochsenbein.....1462 Perkins St.
Frank Cox & Co.....412 Connor
Ben Scott.....610 W. Ninth
J. H. Young & Co.....110 E. Ninth
Midland Gro. Co.....914 Main
Ozark Mercantile Co.....920 Main
J. W. Warmack.....1332 Main
H. E. Peters.....1402 Main
J. F. Kugler.....1720 Main
Overall & Doss.....2002 Main
Foster's Cash Gro.....2012 Main
A. J. Alexander.....2102 Main
L. Grinstead.....3128 Main
C. L. Welch.....2201 Bird
H. T. Roberts.....1930 Annie Baxter
Youngblood & Breazeale.....122 Main
N. Griffin.....417 W. A St.
Oberlechner Bros.....1408 Perkins
T. C. Taylor.....1217 W. Seventh
Royal Heights Gro.....Royal Heights
Joe Bailey.....Chitwood
Lloyd Ruff.....612 W. E St.
Chas Bell.....105 W. Seventh
Klug's Market.....630 Main
Lambert & Son...Seventh and Virginia
Matthews Grocery.....806 Main St.
T. S. Buford.....211 E. Twentieth St.
Grace Brackette.....412 E. Twelfth St.
Bert Chaney.....612 W. Fourteenth
Geo. Carter.....407 E. Twentieth St.
Fair Grocery.....520 Broadway
Griffin Grocery.....417 W. A
L. Grinstead..Thirty-second and Main
Wm. Ingram.....1702 Main
Lawmaster Grocery.....1312 Main
Nugent & Son.....213 E. Eighth
C. L. Welch.....2201 Bird
W. T. Zimmerman...621 W. Fourteenth

CARTHAGE, MO.

J. R. Dempsey — G. E. Slates
W. H. Davison — J. N. Vaughn
Mrs. L. Farmer — Jno. Wormington

WEBB CITY, MO.

W. E. Stone.....916 W. Daugherty
W. F. Gill.....307 W. Daugherty
Geo. Staples.....516 N. Cedar
S. R. Tuder.....1302 W. Nelson
Jno. Herrod.....36 S. Allen
Al Herrod.....106 S. Allen
R. Thrall.....124 S. Allen

GALENA.

Tryon & Son — O. W. Masters
Best Yet Grocery — Ed Hudgins
Economy Grocery — J. S. Jarrett
Clark's Grocery — J. E. Shaddy
Scott Blick — Craig Bros.
Corner Grocery — Joseph & Jacob
Archer & Son — D. S. Reed
Blick's Market — L. A. Sater
R. Hardwick

BAXTER SPRINGS, KAN.

L. W. Betts, Grocer

LOWELL, KAN.

Jess McClure

RIVERTON, KAN.

F. A. Osborne — Leo Williams
McClure & Ware

CARL JUNCTION, MO.

A. E. Bryant — Star Grocery
W. A. Ireland

ORONOGO, MO.

A. T. Woodward — B. J. Daugherty
W. M. Hamby

PURCELL, MO.

W. H. Worth — New System Gro.

WACO, MO.

Pitcock Merc. Co.

ASBURY, MO.

Kerr's Grocery

ALBA, MO.

Jno. Barnett

CARTERVILLE.

J. R. Cardwell Grocery Store

NewspaperArchive by Storied
Joplin News Herald, January 30, 1925 Pg. 7, Joplin, Missouri, US
https://newspaperarchive.com/joplin-news-herald-jan-30-1925-p-7/

CAKE SALE

Benefit of M. E. Church

Held Under Auspices of Ladies of Church

Regular 35c Sunshine Cakes— Special Today for 29c

Three delicious varieties—Loganberry, Toasted Coconut and Chocolate Sprinkle

These cakes can be purchased at this special bargain price at any of the following stores.

Lloyd Ruff Grocery
612 West E
North Heights Grocery
405 West D
Monte Taylor
414 West 4th
Marr-Bridger
804 Main
Marr-Bridger
302 Main
Marr-Bridger
1802 Main
Marr-Bridger
621 Broadway
Marr-Bridger
1442 Perkins
Marr-Bridger
1930 Empire
Central Market and Grocery
1726 Main
N. G. Patterson
1702 Main

N. G. Patterson
116 Main St.
Table Supply
304 West 6th
H. C. King Merc. Co.
1101 Broadway
Griffith Grocery Co.
417 West A
James Thompson
811 West 2nd
Ben F. Scott
611 West 9th
Rush Grocery Co.
302 East 7th
Wallace Brothers
1602 Main
S. P. Havens
2331 Annie Baxter
Youngblood & Breazeale
124 Main

NewspaperArchive by Storied

Joplin Globe, June 30, 1928 Pg. 6, Joplin, Missouri, US
https://newspaperarchive.com/joplin-globe-jun-30-1928-p-6/

Closing of neighborhood store sparks memories



Loyal customers gather outside Richard's Food Market for a picture. In front are Richard and Raymond Morris with their mother, Mabel.



Elizabeth Ricketts, April Long and Jodie Russell have been visiting Raymond Morris and his candy case since they were in grade school.

By Marti Attoun
Globe Staff Writer

It's not the quick loaf of bread the customers will miss, so much as the friendly advice that came with it, free of charge, at Richard's Food Market, 612 West E St.

"It's not a convenience store leaving. It's an institution," says Camille Ricketts, one of dozens of customers of Raymond and Richard Morris who flocked to the neighborhood grocery Friday for a farewell party. "Someone said we should thank them for 40 years of recipes."

After 40 years of working 10-hour days six days a week, the Morris brothers decided it was time to retire. When they hang up their aprons in a week or so, the store will be boarded up after 73 years of serving north Joplin.

Four generations of customers have fished in the candy case at the little grocery, says Raymond. His parents, Mabel Morris and the late Richard Morris, bought the store from the original builder and owner, Lloyd Ruff, who soon will be 100. Customers like Hilda Satterlee remember browsing for a nickel's worth of candy every week. Now, her grandchildren visit Richard's.

"They've been a great baby-sitting service," says Kathy DeTar. "You'd give the kids a quarter and tell them to go down to Richard's. I don't know what we're going to do without them. We'll no longer have menus, recipes or a grapevine."

"When I was first married they'd plan my menus for me," says Susan Satterlee. "We can't fix dinner without them."

Mrs. DeTar, too, received cooking lessons from the Morris brothers. She remembers when she bought a canned ham to take back to college with her. The Morrises wouldn't let her take it until she had instructions on how to cook it.

Carolyn Keeter, peering into the meat case, tells Richard, "I need something to make sandwiches with tomorrow. The men are going hunting."

He thinks a minute, then says, "He's always happy with hot dogs."

"See, it's wonderful," Mrs. Keeter says. "You don't have to think. They do all the work."

"There are certain things they won't stock here, because they know what the neighborhood won't eat," Mrs. DeTar says.

"You'd just be surprised what these boys know," adds their mother, Mabel.

The brides who put together their first meals, and in some cases their most recent, with the Morris brothers' help aren't the only ones who will miss the grocery store.

"Why couldn't you wait at least another week to close?" asks Josh DeTar, 9.

"I've been coming here since first grade," adds Spencer Satterlee, 8. "They're nice."

"This is a hangout for the grade school kids," Elizabeth Ricketts, 14, points out. "I used to sit on the front steps with my dog and eat candy."

Raymond is modest about the praise, but obviously pleased.

"We're just old-fashioned. We didn't change the store much since we bought it. We're just one big happy family out here."

Purchases were rung up on a 1908 brass cash register and the brothers delivered to many of the elderly residents.

"We've just run our own business and didn't try to keep up with the big stores," Raymond says.

The Morrises allowed customers to charge and even borrow cash in a pinch, says Mrs. Satterlee. When her children were home sick, one of the men delivered groceries, she recalled.

For a surprise farewell party Friday afternoon, loyal customers waited on the Morris brothers for a change. They had cake and coffee and gave the grocers a sock full of silver dollars.

"You can't say enough good about this place," says Mrs. DeTar. "We're all heart-broken. My husband came home and saw the closing sign and said, 'I can't go in there and see all those empty shelves.'"



Globe Photos/VINCE ROSATI

Mable Morris gets a hug from longtime customer and friend, Mrs. John Scott.

NewspaperArchive by Storied

Joplin Globe, December 02, 1984 Pg. 28, Joplin, Missouri, US
https://newspaperarchive.com/joplin-globe-dec-02-1984-p-28/

Joplin Deaths

Mrs. Lola Mae Ruff

Mrs. Lola Mae Ruff, 87, 2619 E. 14th St., died at 4:50 p.m. Wednesday at a Joplin nursing home following a two - month illness.

Mrs. Ruff was born on May 2, 1886, at Jerico Springs, Mo., and had lived here since 1904. She and her husband, Lloyd H. Ruff, who survives, operated Ruff's Grocery at 612 W. E. St. from 1912 until 1943. She and her husband were married here on June 17, 1906. Mrs. Ruff was a member of the First Methodist Church.

In addition to her husband, she is survived by a son, Neal Ruff, West Yellowstone, Mont.; a sister, Mrs. Berta Bowers, Tulsa, Okla.; three grandchildren and four great grandchildren.

Funeral services will be at 2 p.m. Friday at the Thornhill - Dillon Chapel, with Dr. William Henderson officiating. Burial will be in Ozark Memorial Park Cemetery.

Pallbearers will be Ross Roberts, Melvin Hoare, Tom Brookshire, D. T. Knight, Raymond Morris and Victor Trease.

The family will receive friends from 7 until 8:30 p.m. today at the funeral home chapel.

NewspaperArchive by Storied

Joplin Globe, May 02, 1974 Pg. 26, Joplin, Missouri, US
https://newspaperarchive.com/joplin-globe-may-02-1974-p-26/

Lloyd Ruff

Graveside services for Lloyd H. Ruff, 99, 2618 E. 14th St., who died at 8:45 p.m. Sunday in a Joplin nursing home where he had been a patient two days, are scheduled for 4 p.m. today at Ozark Memorial Park Cemetery.

Dr. William Henderson will officiate. Graveside services will be conducted by members of the Fellowship Masonic Lodge, No. 345, AF&AM. Arrangements are under the direction of Parker Mortuary.

The casket will be closed at all times.

Mr. Ruff was born on June 17, 1886 at McDowell. He moved to Joplin in 1904 from Galena, Kan.

He operated Ruff's Grocery Store, 612 W. E St., from 1909 to 1954. He retired in 1960 when he sold the Broadway Hardware Co.

He was a member of the First United Methodist Church.

He was a member of the Fellowship Lodge and the Scottish Rite Bodies, Valley of Joplin, since 1919. He was a member of the Abou Ben Adhem Shrine Temple since 1920.

His wife, Lola, died May 1, 1974.

Survivors include a son, Neal Ruff, 2619 E. 14th St., three grandchildren and six great-grandchildren.

Contributions may be made to the Shriner's Crippled Children's Fund in

NewspaperArchive by Storied

Joplin Globe, September 24, 1985 Pg. 18, Joplin, Missouri, US
https://newspaperarchive.com/joplin-globe-sep-24-1985-p-18/

Source: Find-A-Grave, captured December 23, 2025

BOONE NEAL RUFF OBITUARY

Boone Neal Ruff, age 103, Joplin, passed away at 2:58 a.m. Sunday, August 9, 2020, at his home after an illness.

Neal was born August 31, 1916, in Joplin, Missouri to the late Lloyd Ruff and Lola Neal Ruff and had lived in the Joplin area most of his life.

He graduated from Joplin High School and attended the University of Arkansas-Fayetteville, where he studied engineering and played the trumpet. Neal worked at Eagle Picher Industries and Rocketdyne as an engineer for several years before moving to West Yellowstone, Montana, where he owned and operated the Hitching Post Motel. He retired in 1977 and moved back to Joplin.

Neal was a proud veteran of the United States Army Air Corps, serving during World War II as a fighter pilot. He flew in 74 combat missions in the Central Pacific and witnessed the atomic bomb explosion as he flew out on one of his missions. Neal did his own navigating and radio work in his small, single engine plane. He flew by instruments only. Neal was awarded several medals and citations, including the Silver Star, Distinguished Flying Cross with Seven Oak Leaf Clusters and the Asiatic Pacific Service Medal.

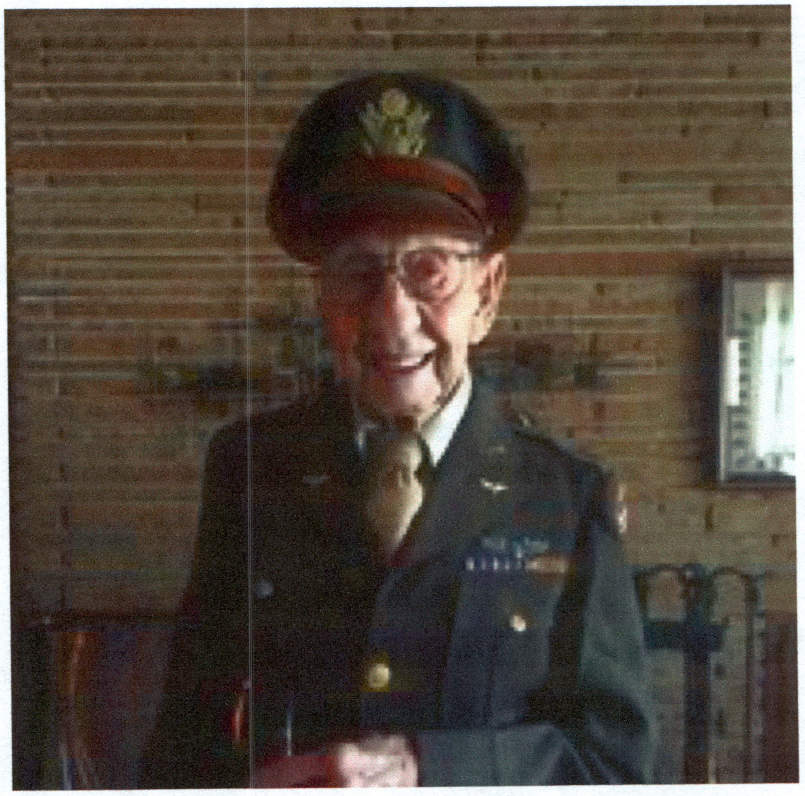
Neal was a member of the Boy Scouts of America and attained the rank of Eagle Scout. It was during the time he spent at the Joplin Regional Airport that he developed a love for flying. He also loved the outdoors. Neal enjoyed fly fishing and hunting. He shot guns his whole life-all the way to the age of 103! He took his last hunting and fishing trip with his son at the age of 100. He lived life to the fullest and will be missed by everyone that knew and loved him.

Neal married Crystal Hawes on October 10, 1963, in Miami, Oklahoma. She survives.

Additional survivors include his children, Dr. Sandra Jennings, Joplin, Sally Martin, New Braunfels, Texas, David Ruff and wife, Gaye, Springdale, Arkansas; seven grandchildren; nineteen great grandchildren and five great-great grandchildren.

Memorial services are planned for Wednesday at 11am at Ozark Memorial Park Cemetery with full Military honors. Honorary pallbearers will be Henry Robertson, Jimmy Ross, Bob Reid and Brandon Spaugy.

In lieu of flowers, donations may be made to the Joplin Humane Society or St. Jude Children's Research Hospital, in care of the mortuary. Cremation arrangements are under the direction of Parker Mortuary.




MACARONI
MACARONI

JOPLIN | HISTORIC PRESERVATION COMMISSION

STAFF REPORT

APPLICANT:

Angela Hudson (Hudson Real Estate LLC)

OWNER:

Angela Hudson

ADDRESS AND LANDMARK NAME:

612 W E St, Joplin, MO 64801
Lloyd Ruff Grocery Store

PRESENT USE:

Vacant (Zoned R-2)

HISTORIC USE:

Neighborhood Grocery Store

PHYSICAL DESCRIPTION:

Date of Construction: 1915

Architectural Style: Single Retail

Construction: Three bay storefront with center bay consisting of entrance typical of single retail architectural type. Storefront masonry does not appear to be original and window have been replaced when converted to single family home. (See applicant description, attached)`

Site: All of the east 35 feet of lot 329 in north heights addition to the City of Joplin, Jasper County, Missouri

HISTORICAL SIGNIFICANCE:

1. *Its character, interest, or value as part of the development, heritage, or cultural characteristics of the community, county, state, or country;*

   Neighborhood Grocers were the principle retail for food staples prior to the dominance of the automobile when walkability was a necessity. Very few remain in the community when once there were at least one in every neighborhood. The local landmark listing has one other previously listed, Morgan's Grocery Store affiliated with Murphysburg, while the Lloyd Ruff Grocery Store is affiliated with what is now the associated as part of North Heights, the current target neighborhood for preservation efforts and survey. Nomination preserves the pattern of development of the pre-auto era forms of neighborhood development which had a greater focus on mixed uses and proximity of services to residents.

   Finding: The building meets the requirements of criteria 1 for its value as part of the development of the community and specifically the neighborhood of North Heights.

2. *Its location as a site of a significant local, county, state, or national event;*

   Not applicable to this nomination

3. *Its identification with a person or persons who significantly contributed to the development of the community, county, state, or country;*

   The property is associated with Lloyd Ruff and later the Morris brothers who operated and owned the store.

4. *Its embodiment of distinguishing characteristics of an architectural style valuable for the study of a period, type, method of construction, or use of indigenous materials;*

   The single retail architectural type is part of an utilitarian architectural style characterized by an absence of significant architectural elements an typically not eligible under this criteria.

5. *Its identification as the work of a master builder, designer, architect, or landscape architect whose individual work has influenced the development of the community, county, state, or country;*

   Not applicable to this nomination.

6. *Its embodiment of elements of design, detailing, materials, or craftsmanship that render it architecturally significant;*

   Not applicable to this nomination.

7. *Its embodiment of design elements that make it structurally or architecturally innovative;*

Not applicable to this nomination

8. *Its unique location or singular physical characteristics that make it an established or familiar visual feature;*

   Not applicable to this nomination.

9. *Its character as a particularly fine or unique example of a utilitarian structure, including, but not limited to farmhouses, gas stations, or other commercial structures, with a high level of integrity or architectural significance; and/or*

   Not applicable to this nomination.

10. *Its suitability for preservation or restoration.*

Finding: The site meets the requirements for criteria 10 as staff would rate the integrity of the resource as fair or better.

Any structure, property, or area that meets one or more of the above criteria shall also have sufficient integrity of location, design, materials, and workmanship to make it worthy of preservation or restoration. (Ord. No. 86-31, ' 1, 3-17-86)

STAFF RECOMMENDATION:

Staff recommends The Lloyd Ruff Grocery Store, located at 612 W E Street, be forwarded by HPC Resolution to the Planning & Zoning Commission, to be added to the HP zoning overlay, and be designated as a local landmark.

SUPPORTING DOCUMENTS:

Documents included in determination were attached to application.

HISTORIC JOPLIN PRESERVATION COMMISSION

602 S Main Street, Joplin, MO 64801 (417)624-0820

HPC Case No._____

Meeting Date_____

LOCAL HISTORIC LANDMARK NOMINATION FORM

LOCATION

Address: 612 W E St, Joplin, MO 64801

Property Name (historic or common): Lloyd Ruff Grocery Store (later Richard's Food Market

OWNER INFORMATION

Name: Angela Hudson (Hudson Real Estate LLC) Phone: 720-236-0559

Address: 528 N Moffet Ave, Joplin, MO 64801

FORM PREPARED BY (If other than owner)

Name:_____ Phone: _____

Address:_____

Relationship to Owner:_____

*A notarized letter of consent from the legal owner is required.

CLASSIFICATION

Present Use: Vacant / rehabilitation in progress (intended adaptive reuse; see "Suitability" below)

Historic Use (if known): Neighborhood grocery store; later Richard's Food Market; later community arts/greenhouse use

Public or Private: Private Occupied or Unoccupied: Unoccupied

ARCHITECTURAL and PHYSICAL DESCRIPTION (attach a separate sheet if needed)

Construction Date: 1915

Architect and/or Builder (if known): Unknown

Building Materials (foundation, walls, roof, etc.): Wood Frame, Slab (although there is a 1 foot crawlspace) vinyl siding, cedar shingle awning, attached greenhouse

Architectural Style: Neighborhood commercial / early-20th-century utilitarian storefront (small neighborhood grocery)

Site Description (property and surrounding area): Small early-20th-century neighborhood commercial building in the North Heights area. The building historically served nearby residents as a walkable grocery and community stop for decades, later continuing community-serving uses.

HISTORICAL SIGNIFICANCE

(*Must meet at least one of the following, but please provide a brief description of how the nominated landmark meets the significance for any requirement that applies below – attach a separate sheet if needed).

1. Its character, interest, or value as part of the development, heritage, or cultural characteristics of the community, county, state, or country: 612 W E St is a documented example of Joplin's early-20th-century pattern of small neighborhood grocery stores embedded in residential areas, serving as walkable, community-scale commerce. The business is documented at this address in period newspaper listings and advertisements and remained a remembered neighborhood institution into the late 20th century.

2. Its location as a site of a significant local, county, state, or national event: _____

3. Its identification with a person or persons who significantly contributed to the development of the community, county, state, or country: The store is closely associated with Lloyd H. Ruff, a long-time Joplin grocer, and the Ruff family. Obituaries and contemporary sources document the Ruff grocery operation at 612 W E St for decades, making the property strongly associated with a locally significant family-run neighborhood business.

4. Its embodiment of distinguishing characteristics of an architectural style valuable for the study of a period, type, method of construction, or use of indigenous materials: _____

5. Its identification as the work of a master builder, designer, architect, or landscape architect whose individual work has influenced the development of a community, county, state, or country: _____

6. Its embodiment of elements of design, detailing, materials, or craftsmanship that render it architecturally significant: _____

7. Its embodiment of design elements that make it structurally or architecturally innovative:

8. Its unique location or singular physical characteristics that make it an established or familiar visual feature: _____

9. Its character as a particularly fine or unique example of a utilitarian structure, including, but not limited to, farmhouses, gas stations, or other commercial structures, with a high level of integrity or architectural significance: This property is a particularly representative example of a utilitarian neighborhood commercial building (corner/storefront grocery type), a building type that historically anchored residential neighborhoods but is increasingly rare. Its long operation as a grocery and later community-oriented uses reinforce its historic role and type.

10. Its suitability for preservation or restoration: The building is suitable for preservation through adaptive reuse, retaining its historic function as a neighborhood-serving gathering and commerce space. The structure's history demonstrates sustained community use. From early grocery operations to later community/arts and greenhouse activity, supporting restoration as a contributing neighborhood landmark.

(Any structure, property, or area that meets one or more of the above criteria shall also have sufficient integrity of location, design, materials, and workmanship to make it worthy of preservation or restoration. Ord. No. 86-31, ' 1, 3-17-86)

SUPPORTING DOCUMENTS

A. Bibliography – Please provide a list of all sources used to complete this nomination form.
B. Photographs – Please provide current photographs of the property, as well as historic photographs (if available).
C. Any other sources (such as maps, newspaper clippings, etc.) that help support the nomination as a local historic landmark.

Please submit completed nomination forms to:

Planning & Community Development
Joplin City Hall
602 S. Main Street
Joplin, MO 64801

Please sign below once the nomination form is complete and ready for submittal:

Printed Name: Angela Hudson

Signature: Angela C Hudson Date: 1/15/2026

*If the property owner would additionally desire a historic marker to be placed on the property, please complete and submit the following application with this Local Landmark Nomination Form.

Date	Source	Address Referenced	Description / Significance	Use in Application	Link/photo
Mar 20, 1915	Joplin Globe	West F St	Lloyd Ruff operating grocery prior to relocation; establishes business existence before E Street construction.	Pre-construction business history	photo
Jul 25, 1915	Joplin News Herald	Near E & Sergeant	Article states Lloyd Ruff is building a house and store; confirms construction year of E Street building.	Construction date confirmation	photo
Oct 22, 1915	Joplin Globe	E Street	Advertisement lists Lloyd Ruff grocery on E Street; confirms store operational by late 1915.	Establishes earliest use date	photo
1920	Joplin City Directory	612 W E St	City Directory lists Ruff grocery at 612 W E St; confirms address and continuity.	Address verification	photo
Jan 30, 1925	Joplin News Herald	612 W E St	Advertisement listing Lloyd Ruff grocery at 612 W E St.	Ongoing commercial use	photo
Jun 30, 1928	Joplin Globe	612 W E St	Benefit notice lists Lloyd Ruff Grocery; shows community role beyond commerce.	Community significance	photo
1943	Joplin Globe	612 W E St	Associated Grocers advertisement lists multiple grocers; Ruff store notably independent.	Illustrates local business character	photo
1984	Joplin Globe	612 W E St	Richard's Food Market closing article reflects neighborhood memories and long operation.	Cultural and social significance	photo
Late 20th Century	Local records / business listings	612 W E St	Building later used as art studio / greenhouse (Studio Greenhouse), continuing community use.	Adaptive reuse history	https://www.mapquest.com/us/missouri/studio-greenhouse-353123055

Property: 612 West E Street, Joplin, Missouri
Historic Name: Lloyd Ruff Grocery Store (later Richard's Food Market)

Purpose of Submission:
These supporting documents accompany the Local Historic Landmark Nomination for 612 West E Street. The materials document the building's construction date, historic commercial use, association with the Ruff family, and its long-standing role as a neighborhood-serving grocery and community space.

The attached materials demonstrate that the property meets the criteria for designation as a Local Historic Landmark due to:

- Its role in Joplin's early-20th-century neighborhood commercial development,
- Its long association with Lloyd Ruff and the Ruff family,
- Its status as a representative example of a utilitarian neighborhood grocery structure, and
- Its continued suitability for preservation through adaptive reuse consistent with its historic community-serving function.

Attachments Included:
Bibliography, Cross-Reference Index, Historic Summary Spreadsheet, Newspaper articles and advertisements, City directory excerpts, Obituaries and genealogical documentation, Historic postcard (Missouri Digital Heritage), Later-use documentation.

Bibliography

(Sources used to complete this nomination. PDFs attached separately)

- Joplin News Herald, July 25, 1915, p. 3. Article noting Lloyd Ruff constructing a house and store near E Street.
- Joplin Globe, October 22, 1915, p. 4. Advertisement listing Lloyd Ruff grocery operating on E Street.
- Joplin City Directory, 1910. Listing for Lloyd Ruff grocery at 611 West F Street.
- Joplin City Directory, 1920. Listing for Lloyd Ruff grocery at 612 West E Street.
- Joplin News Herald, January 30, 1925, p. 7. Advertisement listing Lloyd Ruff grocery, 612 West E Street.
- Joplin Globe, June 30, 1928, p. 6. Benefit notice listing Lloyd Ruff Grocery at 612 West E Street.
- Joplin Globe, January 31, 1943, p. 40. Associated Grocers advertisement illustrating independent neighborhood grocery operations in Joplin.
- Joplin Globe, December 2, 1984, p. 28. Article announcing the closing of Richard's Food Market and reflecting community memories of the store.
- Joplin Globe, May 2, 1974, p. 26. Obituary of Lola Mae Ruff.
- Joplin Globe, September 24, 1985, p. 18. Obituary of Lloyd H. Ruff.
- Find A Grave. Boone Neal Ruff obituary and memorial record.
- Missouri Digital Heritage, Joplin Public Library Postcard Collection. Historic postcard depicting early-20th-century neighborhood commercial context in Joplin.
- Local business listings and community records documenting later use of 612 West E Street as Studio Greenhouse.
- Private correspondence and research assistance from local historic preservation volunteers.

Supporting Documents – Cross-Reference Index

Criteria Key:
(1) Community development / heritage
(3) Association with significant persons
(9) Distinctive utilitarian commercial structure
(10) Suitability for preservation / adaptive reuse

Source	Criteria Supported
Joplin News Herald, Jul 25, 1915	1, 9, 10

Joplin Globe, Oct 22, 1915	1, 9
City Directory, 1910	3
City Directory, 1920	1, 3, 9
News Herald, Jan 30, 1925	1, 9
Globe, Jun 30, 1928	1, 9
Globe, Jan 31, 1943	1
Globe, Dec 2, 1984	1, 9, 10
Lola Ruff Obituary	3
Lloyd Ruff Obituary	3
Boone Neal Ruff Obituary	3
Missouri Digital Heritage Postcard	1, 9
Studio Greenhouse Records	1, 10

Historic Summary (Chronological)

- 1910–1915: Ruff grocery operates on West F Street
- 1915: Construction of store on/near E Street
- Late 1915: Grocery operating on E Street
- 1920–1984: Continuous neighborhood grocery use at 612 W E Street
- 1984: Richard's Food Market closes
- Late 20th century: Adaptive reuse as art studio/greenhouse

Newspaper Articles & Advertisements (Chronological)

1. Joplin News Herald – July 25, 1915
2. Joplin Globe – October 22, 1915
3. Joplin News Herald – January 30, 1925
4. Joplin Globe – June 30, 1928

5. Joplin Globe – January 31, 1943
6. Joplin Globe – December 2, 1984

City Directory Excerpts

- 1910 directory (611 W F St)
- 1920 directory (612 W E St)

Obituaries & Genealogical Documentation

- Lola Mae Ruff obituary (1974)
- Lloyd H. Ruff obituary (1985)
- Boone Neal Ruff obituary

Historic Images & Context Materials

- Missouri Digital Heritage postcard
- Historic and contemporary photos of the building

HOME BUILDING BOOM IS ON IN CITY OF JOPLIN

LUMBER DEALERS SAY THERE ARE MORE THAN 20 RESIDENCES BEING BUILT.

Expect High Tide of Activity in Fall Due to General Prosperity.

With twenty or more houses and a few store buildings now under course of construction, lumber dealers believe Joplin soon will see the biggest building boom in its history. Not in months has there been as great activity along this line as at present, and it is the belief of dealers that fall will see the boom at high tide.

The dealers attribute the revival of home building to the general prosperity brought on by higher ore prices. It is on the theory that times will continue to be good that they see in store for the city a building boom.

One of the largest houses being built at this time is at Sixteenth street and Missouri avenue. It is being erected by A. Barr, a contractor, and will contain ten or twelve rooms.

A brick veneer bungalow is being built by Dr. S. H. Miller on Sergeant Leont avenue near First street. It is nearly finished.

Other Buildings Going Up.

Other buildings are being constructed in this part of the city. Near E and Sergeant Loyd Ruff, a grocer is building a house and store building. A two-story house is being built between D and E on Moffet by Leon Boucher. The foundation for a six-room cottage, to be built by Dr. M. B. Harutun, has been laid in Roanoke addition.

Near Twenty fifth street S. B.

NewspaperArchive by Storied

Joplin News Herald, July 25, 1915 Pg. 3, Joplin, Missouri, US
https://newspaperarchive.com/joplin-news-herald-jul-25-1915-p-3/

For 50c—Next Week Only

Plus Five Trademarks from Quaker Oats Packages, 10c Size
or Plus Two Trademarks from Quaker Oats Packages, 25c Size

This Quaker Cooker

We have supplied perfect double-Cookers to over 700,000 homes, to make Quaker Oats more delightful. They are made to our order to bring out the fullness of the flavor and aroma.

Such a Cooker as this, if sold at retail, would cost more than most homes would pay. But our purpose requires it in every home where Quaker Oats are used, so we ourselves supply it.

Our purpose is this: To create more Quaker Oats users, by making this the best-loved morning dish.

To this end, we use queen grains only in this brand—just the big, plump grains. We get but ten pounds per bushel. That means that two-thirds of the oats as they come to us are discarded in Quaker Oats.

The result is large, luscious flakes. They make this dish doubly-delicious. Yet they cost you no extra price.



Pure Aluminum
Made to Our Order
Extra Large and Heavy
Cereal Capacity, 2½ Qts.
Retail Value, $2.50

These flavory flakes have won the world to Quaker. In a hundred nations this is the favorite brand. Millions of oat lovers send thousands of miles to get it.

Our next object is right cooking, and we offer this Cooker to every home to attain it. But we supply only one to a home.

Get this Cooker next week under this special offer. You want children to delight in this vim-food. You want them to eat an abundance. The way to attain that is to serve Quaker Oats cooked in this Quaker Cooker.

Next Week 50c—But Never Again

Our regular offer made in each Quaker Oats package is this:

Send us five trademarks cut from the front of the Quaker Oats packages. That is to prove you a Quaker Oats user. Send $1 with the trademarks and this Quaker Cooker will be sent by parcel post.

Next week's offer is this: Send us five trademarks—the picture of the Quaker—cut from the fronts of five Quaker Oats packages, 10c size, or two from the 25c size. Send with them **only 50 cents**, and we will send the Cooker by parcel post.

For one week—for next week—we cut the payment in two. For 50c you get this big Aluminum Cooker. But this offer will never be repeated. No requests will be honored unless mailed next week. **And the offer is confined to this county.**

Note the grocers who have the Cooker on show. You will find Quaker Oats displayed with it. See the Cooker and, if you approve it, arrange next week to get it. It will mean a 50-cent saving under the lowest price we have ever offered. Please don't forget.

Address—The Quaker Oats Company, 1755 Railway Exchange, Chicago

These Grocers Next Week

Display the Quaker Cooker

BEN F. SCOTT	611 West Ninth St.
BERT ASKINS	617 West Nineteenth St.
C. L. WELCH	Twenty-second and Bird Sts.
LOCKWOOD & CO.	3103 Empire St.
C. P. BEAVERS	2028 Byers Ave.
T. S. BUFORD	211 East Twentieth St.
CHURCH & BLAIR	1702 Main St.
DAVISON BROS.	814 Main St.
J. W. TAYLOR	1222 Main St.
G. W. MARTIN	2039 Empire St.
ORIN HARVEY	511 West B St.
CHAS. O. HAUCK	200 Main St.
PITNEY & GLAZEBROOK	112 Main St.
C. E. JONES	137 West First St.
THE FAIR GROCERY	520 Broadway
GRAHAM BROTHERS' GROCERY	218 West Third St.
JAS. THOMPSON	511 West Second St.
LLOYD H. RUFF	912 West E St.
J. R. BEARDN	417 West A St.
C. H. HAVENS	214 East Fifth St.
N. MARR	302 Main St.
N. MARR	314-316 Main St.
N. MARR	1604 Main St.
KLOTZ & JOHNS	Corner Sixth and Moffet
R. M. WELCH GRO. CO.	Fifteenth and Indiana
A. L. MILLS	1408 Main St.
FERRIER GROCER CO.	222 West Fourth St.
WAYSIDE GROCERY (Geo. W. Burton)	1501 Missouri
CLAYTON & SONS	Twelfth and Main Sts.
G. W. KOEHLER	116 West Sixth St.
A. L. BASTAIN	830 Main St.
MIDLAND GROCERY CO.	800 Main St.
THE PEARL	309 Main St.
T. C. EBERLY	414 West Fourth St.
GEO. L. MORRISON'S	1310 Main St.
S. G. NUGENT	704 Broadway
C. R. DAVIS	914 Main St.
H. A. BROWN	715 Broadway
W. T. ZIMMERMAN	621 West Fourteenth St.
WM. H. DAVIES	1612 Byers Ave.
MOORE & CO.	317 Murphy St.
SCHWARZE GROCERY CO.	802 West Seventh St.
L. A. PITNEY	1007 West Sixth St.
WALTER PORTER	1417 Perkins Ave.
HARRY OCHSENBEIN	1460 Perkins Ave.
T. B. OSBORN	Chitwood, Mo.
NORTH HEIGHTS GROCERY	D and Pearl Sts.
F. L. COX	Chitwood, Mo.
L. R. FRYER	1442 Perkins Ave.

This advertisement was originally intended for appearance yesterday

Quaker Oats 10c and 25c

In Round Packages With Top

and Mesdames McGuire, Watkins and E. N. Williams. Mesdames

NewspaperArchive by Storied

Joplin Globe, October 22, 1915 Pg. 4, Joplin, Missouri, US
https://newspaperarchive.com/joplin-globe-oct-22-1915-p-4/

Joplin Automobile Tire Repair Co.
JOHN I. FLEMING, Manager
PRICES RIGHT
Work Guaranteed.
619 Joplin St.
Bell Phone 761

Foust Automatic Concentrating Co.
Manufactures Jigs---Greatest Capacity, Closest Saving
117-118 Miners Bank Building Both Phones 1823 Joplin, Mo.

RUDD BROS (W M Rudd) insurance 101-103 Miners Bank bldg tels 564 see left center lines
Rudd Chas helper Inter-State Marble & Tile Co r 1417 Jackson
~~Rudd Mary r 122 Moffet~~
~~Rudd Nicholls and Richard H r 123 Moffet~~
RUDD WM M (Rudd Bros 101-103 Miners Bank bldg)
Ruddy Elizabeth Mrs r 515 Byers
Ruddy James r 119 Moffet
Ruebottom R F mach r 1112 Jackson
Ruff Lloyd H groceries and meat 611 w F r 106 s Jackson
Ruhe Wm r 2221 Wall
RUHL OTTO mining editor Joplin Daily Globe r Oakland
Runner James R notions 1420½ Main r 1415 Pearl
Runyon James C police r 204 John
Rupert Dollie lab r 1205 Carter
~~Rupert Mary dom 632 Sergeant~~
~~Rush Bert cook W D Porter r 1214 Virginia~~
~~Rush Clear & News Co (Rush and S E Albright) 1224 Main~~
Rush Jacob T driller r 2419 Penn
Rush Wm L min r r es Adelia 1st n of 23d
Rushton Wm V brake r 923 Pearl
Rusine Chris C (Lum) miner r 2119 Harlem
Rusk Edna r 401 Bway
~~Rusk Edw J miner r 401 Bway~~
~~Rusk Leon student r 118 n Moffet~~
~~Rusk Gibson G r 401 Bway~~
Rusk Lola r 629 n Pearl
~~Rusk Raymond C clk North Heights Gro r 603 n Joplin~~
Rusk Wm I mine opr r 629 n Pearl
Rusk Wm S elevator opr Christman D G Co r 118 n Moffet
~~Ruson Mary dom 1122 Jasper~~
Russell Ace lab r 1312 Bird
~~Russell Allie seam Joplin Overall Co rms 309 Byers~~
Russell Alvah A chf clk Frisco 112 w 4th r 824 Penn
Russell Anga r 1514 Moffet
~~Russell Arthur J yd clk Frisco frt depot r 824 Penn~~
~~Russell Bee (United Doctors 624 Main) r Charleston Hotel~~
Russell Cullie Mrs starcher New Method Ldry r 415 Gray
~~Russell E r Hotel Southern~~
Russell Fred M team r 1514 Moffet
Russell Grace phone opr M & K Tel Co r 1517 Pearl

BOTH PHONES 671 POST OFFICE BOX 572
O. H. GENTRY
CITY REAL ESTATE, LOANS AND MINERAL LANDS
CUNNINGHAM BUILDING, SUITE 8. JOPLIN, MO.

Switzer Bros.
Printers
FINE Stationery
A Specialty
Home Phone 656
1215 Main Street

Joplin Automobile Co.
GASOLINE AND ELECTRIC AUTOMOBILES
AUTOMOBILE SUPPLIES, LIVERY, STORAGE AND REPAIRING
618-620 WALL STREET HOME PHONE 1053, BELL PHONE 787

A. B. McCONNELL REAL ESTATE CO.
FIRST NATIONAL BANK BUILDING
411 Main Street Both Phones 178



~~Russell Hillard B bus boy r 609 Joplin~~
Russell James I cook Clarkston Hotel r 609 Joplin
Russell John L lab r 211 Park
Russell John R miner rear 1903 Byers
~~Russell Kline waiter Connor Hotel rms 316 Kentucky~~
~~Russell Lizzie dom 812 w 2d~~
Russell Neoma milliner appr r 116 n Cox
~~Russell Ray helper M P rd house r 1514 Moffet~~
RUSSELL ROBT saloon 2002 Main tel Home 948 White r 2116 Virginia
~~Russell Robt lab r 211 Park~~
Russell Thos W miner r ss 3d 5th e of Winfield
Russell Wm team r Perkins nw cor Walnut (Chitwood)
Russell Wm A barber W J Tabber r 715 Hill
~~Russell Wm R lab r 116 n Cox~~
~~Russum Elizabeth tchr High School r 223 Cox~~
~~Russum Serena tchr Washn School r 223 Cox~~
~~Rutherford Clarence student r 1435 w 9th~~
Rutherford Elizabeth wid Daniel r 1011 Valley
~~Rutherford Ernest L mingr r 1012 Valley~~
Rutherford J W power expert Empire District Electric Co
~~Rutherford Ode mach Maitland-Rich Machinery Co r country~~
Rutherford Robt L team r 1436 w 9th
Rutledge Bertha r 1224 Connor
~~Rutledge Bertha dom 2115 Pearl~~
~~Rutledge Ethel r 1224 Connor~~
~~Rutledge Geo E lab r 2001 Indiana~~
Rutledge Henry transfer r 2001 Indiana
Rutledge John A team r 1207 Connor
Rutledge John C miner r 1224 Connor
Rutledge Mabel clk F W Woolworth & Co r 2001 Indiana
See also Routledge
Ruttan David W confr 404 School
Rutter John A team r 1215 Central
Ryan Dennis city police r 1408 North
Ryan Edw A trav r 1719 Pearl
Ryan John H auctioneer r 1223 Joplin
Ryan Millie r 111 Main
RYLAND INVESTMENT CO E O Bartlett pres and treas W P Cleveland sec 109-110 Miners Bank bldg
~~Ryno Floyd student r 2002 Connor~~
Ryno Wesley A mgr Western National Vault Co 119 e 7th r 2002 Connor

THE COLUMBUS COAL CO.
MINERS AND SHIPPERS OF
COAL
J. A. BROGAN, AGENT
DIVISION SALES OFFICE MINERS BANK BUILDING
BELL PHONE 874 HOME PHONE 109

J. G. MARCUM CONTRACTOR AND BUILDER
MINING PLANTS
Room 308 Keystone Building Phones: Office 1824, Res. 911

Hardella The Dye Man
216-18-20 W. Sixth Street
Clothes Cleaned AND Pressed
HATS BLOCKED
Both Phones 858
HE WILL DYE FOR YOU

Keystone Laundry
410 Virginia Avenue
Phones Home 515 Bell 347
First-Class Work Guaranteed.

Wholesale and Retail
TRI-STATE TRIMMING CO.
EVERYTHING IN AUTOMOBILE TOPS AND PAINTING
Successors to HARGROVE BROS.
Phone 1972-W
612 Joplin Street

J. C. Faulkender Agency
GENERAL INSURANCE
Telephone 2958 522 Main Joplin, Mo.

Ross Dorothy Miss cigmkr McKee Marks Cig Co r 2518 Moffet av
Ross Frank r 410 Wall
Ross Frank C (Fannie C) trav sale r 1311 Jackson av
Ross Graeme (Margaret H) mgr Westinghouse E & M Co r 515 N Moffet av
Ross Harrison (Bertha) eng r 1417 Jackson av
Ross Harry r 214 N Oak av
Ross Harry (Tillie) r 916 Grand
Ross Horace (Bessie) porter r 829 Grand
Ross Hughes r 214 N Oak av
Ross James C (Dee) r 214 N Oak av
Ross James H (Betsy) carp r 132 Brownell
Ross Nancy A wid David A r 1820 Indiana av
Ross Nellie Mrs r 1505 Hill
Ross Vest H mech Tel Co r 214 N Oak av
Ross Wm L (Marie) cook r 1820 Indiana av
Rosser Janie Miss sales Christman's r 309 Byers
Rotary Club Dolph Shaner sec 117 W 4th
Roten Ethmer glazier H N Van Fleet r 2108 W 5th
Roten James (Billie) furn rooms 214 Main r same
Roten James E (Frances) miner r 216 N John av
Roten Nellie Miss r 1820 W 4th
ROTH HENRY C (Mary C) (C G R Electric Co) r 327 N Wall av
Roth James M clk r 1629 Byers av
Rothchild Building 312-314 Main
Rothgeb A (Narcissa) r 310 Wall
Rothschild Benj (Esther) (Rothschild Iron & Metal Co) r 221 N Sergeant
Rothschild Iron & Metal Co (Lee, Benj and Isaac Rothschild and I H Cohen) 700-720 E 7th
Rothschild Isaac (Jennie) (Rothschild Iron & Metal Co) r 917 W 2d
Rothschild Lee (Rothschild Iron & Metal Co) r 917 W 2d
Rothschild Milton student r 917 W 2d
Rothschild Ruth student r 917 W 2d
Rothwell Roy T (Rose) r 419 W 4th
Roundtree Clarence lab r 30th and Empire av
Rountree Elzie (Bessie) emp Connor Hotel r 815 Porter
Roundtree Worth B (Iva) emp Connor Hotel r 626 N Sergeant av
Roup Senia A Mrs cook Empire Cafe r Web City
Rouse Morris (Della) carp r 2401 Tyler av
Rouse Nelson M (Ozark Candy Co) r Central City
Rouse Norman (Ava) sales Ozark Candy Co r 2320 Lois av
Roush John H (Octavia) fire dept r 106 Forest av
Roush Marguerite steno Connor Investment Co r 524 W 5th
Roush Opal emp Meeker Adv Co r 524 W 5th
Routh Carrie Mrs emp Joplin Overall Mfg Co r Carterville
Routh James M clk W D Walker r 1607 Byers
Routh James P (Ella) r 1607 Byers av
Row John (Myrtle) lab r 1126 E 12th
Rowand F W asst fore Boucher Cigar Co r Hillcrest
Rowand Marie bander Boucher Cigar Co r Hillcrest

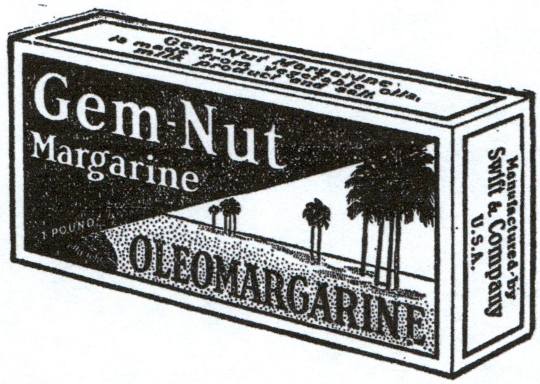
The Connor Hotel Pharmacy
Quality Drugs - Sanitary Fountain - Cigars and Cigarettes
460 --- Phones --- 461

R. F. (Bob) Norris & Company
COAL—RETAIL
Telephones 708, 496 and 4144
Yards 14th and Main, and 928 Joplin Street
"QUANTITY and QUALITY GUARANTEED"

Rowe Alice E Mrs r Oakland
Rowe Ben (Stella) smelter r 312 N McCoy av
Rowe Gladys Miss teller Gas Co r 118 N Washington av
Rowe Harry (Lola) r 1524 Jackson av
Rowe Lee (Mary) chauf r 923 W 3d
Rowe Lee F (Opal E) mech r 2010 Annie Baxter av
Rowe Lola Mrs wrapper Junge Baking Co r 1524 Jackson av
Rowe Rachael wid Wm r 923 W 3d
Rowe Viola wid Richard r 118 N Washington av
Rowe Wm S (Alice E) clk F A Snyder & Co r 503 Penn
Rowland Dan lab r 601 Kentucky av
Rowland James (Kathryn) fore Empire Dist Elect Co r 314 W 9th
Rowland John W barber V W Creasy r Walnut Kan
Rowland Lizzie Mrs r 2022 Harlem av
Rowland Mary wid Wm dressmkr r 717 Connor av
Roy Wm P (Charity J) eng r 712 Roosevelt
Royal Charles E fore Empire Dist Elect Co r 909 Missouri av
Royal Flora wid Henry r 909 Missouri av
Royal Homer T lineman Empire Dist Elect Co r 909 Missouri av
Royal Shoe Store Kirb S Pirtle mgr 603 Main
Royse Edna Miss r 824 Connor av
Royse Orville D (Nellie S) pres Royse Title & Security Co r 320 Moffet
ROYSE TITLE & SECURITY CO O D Royse pres C M Schulte sec 410½ Joplin phone 143
Royston Amos R (Lydia) r All Jack Crossing
Ruby Henry C r 827 Wall
RUBY HOTEL Mrs Ida M Ruby prop 319 W 4th phone 2186
Ruby Ida May Mrs prop Hotel Ruby 319 W 4th r same
Ruby Myrtle Miss clk Wm Fleischaker r 827 Wall
Rucker Abe (Cora) miner r 1503 Virginia
Rucker Cora Mrs maid Connor Hotel r 1503 Virginia av
Rucker John O furn rooms 818½ Main r same
Rucker Nelson mess Postal Tel & Cable Co r 1505 Virginia
Rudd Allie Mrs sales Christman's r 307 Byers
Rudd Camille steno Newman's r 307 Byers
Ruddy Elizabeth wid George H r 515 S Byers
Rudder Anne Mrs r Royal Heights
Rudder Clarence r Royal Heights
Rudolph Edward W (Lorine) adv solcr News Herald r 630 N Joplin av
Rue Arthur H lab r 1606 Sergeant av
Rue Everett N (Stella) emp Frisco r 1606 Sergeant av
Ruff Lloyd H (Lola) grocer 613 w E r 533 N Sergeant av
Ruffin Alta dep clk U S Dist Court r 612 N Byers
Ruffin John T r 612 N Byers av
RUHL OTTO (Effie) consulting mining engineer 303-304 Miners Bank bldg phone 1780 and sec and treas Hebbard Mfg Co r Midway (see page 41)
Rule Rosa Miss r 801 E 7th
Rumbang Luella Miss tchr Central Sch r 121 N Byers
Rumpal Joseph W (Clara) mech r 114 Jackson av
Runner Faye I Miss bkpr Christman's r 1218 Penn av

THE WARING & WILLIAMS LABORATORIES
INDUSTRIAL AND ANALYTICAL CHEMISTS
PUBLIC ANALYSTS AND ASSAYERS

Phone 1180
Our Service Is Better
AMERICAN BATTERY CO.
Prest-O-Lite Battery Bosch Magneto Stromberg Carburetors
417 Joplin St.
Prices are Right



Gem-Nut Margarine

You can get it fresh from these dealers:

JOPLIN.

J. L. Connelly Merc. Co..1202 Broadway
Inman & King.....1101 Broadway
J. D. West.....815 Broadway
C. E. Jones.....110 W. First St.
L. C. Herb.....229 N. Connor
Dan Flannery.....1428 Perkins St.
H. Ochsenbein.....1462 Perkins St.
Frank Cox & Co.....412 Connor
Ben Scott.....610 W. Ninth
J. H. Young & Co.....110 E. Ninth
Midland Gro. Co.....914 Main
Ozark Mercantile Co.....920 Main
J. W. Warmack.....1332 Main
H. E. Peters.....1402 Main
J. F. Kugler.....1720 Main
Overall & Doss.....2002 Main
Foster's Cash Gro.....2012 Main
A. J. Alexander.....2102 Main
L. Grinstead.....3128 Main
C. L. Welch.....2201 Bird
H. T. Roberts.....1930 Annie Baxter
Youngblood & Breazeale.....122 Main
N. Griffin.....417 W. A St.
Oberlechner Bros.....1408 Perkins
T. C. Taylor.....1217 W. Seventh
Royal Heights Gro.....Royal Heights
Joe Bailey.....Chitwood
Lloyd Ruff.....612 W. E St.
Chas Bell.....105 W. Seventh
Klug's Market.....630 Main
Lambert & Son...Seventh and Virginia
Matthews Grocery.....806 Main St.
T. S. Buford.....211 E. Twentieth St.
Grace Brackette.....412 E. Twelfth St.
Bert Chaney.....612 W. Fourteenth
Geo. Carter.....407 E. Twentieth St.
Fair Grocery.....520 Broadway
Griffin Grocery.....417 W. A
L. Grinstead..Thirty-second and Main
Wm. Ingram.....1702 Main
Lawmaster Grocery.....1312 Main
Nugent & Son.....213 E. Eighth
C. L. Welch.....2201 Bird
W. T. Zimmerman...621 W. Fourteenth

CARTHAGE, MO.

J. R. Dempsey — G. E. Slates
W. H. Davison — J. N. Vaughn
Mrs. L. Farmer — Jno. Wormington

WEBB CITY, MO.

W. E. Stone.....916 W. Daugherty
W. F. Gill.....307 W. Daugherty
Geo. Staples.....516 N. Cedar
S. R. Tuder.....1302 W. Nelson
Jno. Herrod.....36 S. Allen
Al Herrod.....106 S. Allen
R. Thrall.....124 S. Allen

GALENA.

Tryon & Son — O. W. Masters
Best Yet Grocery — Ed Hudgins
Economy Grocery — J. S. Jarrett
Clark's Grocery — J. E. Shaddy
Scott Blick — Craig Bros.
Corner Grocery — Joseph & Jacob
Archer & Son — D. S. Reed
Blick's Market — L. A. Sater
R. Hardwick

BAXTER SPRINGS, KAN.

L. W. Betts, Grocer

LOWELL, KAN.

Jess McClure

RIVERTON, KAN.

F. A. Osborne — Leo Williams
McClure & Ware

CARL JUNCTION, MO.

A. E. Bryant — Star Grocery
W. A. Ireland

ORONOGO, MO.

A. T. Woodward — B. J. Daugherty
W. M. Hamby

PURCELL, MO.

W. H. Worth — New System Gro.

WACO, MO.

Pitcock Merc. Co.

ASBURY, MO.

Kerr's Grocery

ALBA, MO.

Jno. Barnett

CARTERVILLE.

J. R. Cardwell Grocery Store

NewspaperArchive by Storied
Joplin News Herald, January 30, 1925 Pg. 7, Joplin, Missouri, US
https://newspaperarchive.com/joplin-news-herald-jan-30-1925-p-7/

CAKE SALE

Benefit of M. E. Church

Held Under Auspices of Ladies of Church

Regular 35c Sunshine Cakes— Special Today for 29c

Three delicious varieties—Loganberry, Toasted Coconut and Chocolate Sprinkle

These cakes can be purchased at this special bargain price at any of the following stores.

Lloyd Ruff Grocery
612 West E
North Heights Grocery
405 West D
Monte Taylor
414 West 4th
Marr-Bridger
804 Main
Marr-Bridger
302 Main
Marr-Bridger
1802 Main
Marr-Bridger
621 Broadway
Marr-Bridger
1442 Perkins
Marr-Bridger
1930 Empire
Central Market and Grocery
1726 Main
N. G. Patterson
1702 Main

N. G. Patterson
116 Main St.
Table Supply
304 West 6th
H. C. King Merc. Co.
1101 Broadway
Griffith Grocery Co.
417 West A
James Thompson
811 West 2nd
Ben F. Scott
611 West 9th
Rush Grocery Co.
302 East 7th
Wallace Brothers
1602 Main
S. P. Havens
2331 Annie Baxter
Youngblood & Breazeale
124 Main

NewspaperArchive by Storied

Joplin Globe, June 30, 1928 Pg. 6, Joplin, Missouri, US
https://newspaperarchive.com/joplin-globe-jun-30-1928-p-6/



Associated Grocers
Incorporated

The Only Retail-Owned Wholesale Grocery Company in Joplin

- Its chief objects and purposes are to keep Independent Grocers in business.
- This organization is owned and operated by the owners of 117 A. G. Stores in the district.

U.S. WAR BONDS

FOR

VICTORY

Good Foods Are Vital to Victory

Better food is what makes America strong. That's why it's imperative that you buy and serve only foods you know to be healthful and nutritious. Do what wise homemakers are doing—shop at your nearest A. G. Store.

A.G. STORES, JOPLIN TRADE AREA

ALBA, MO.—Simmons Grocery
ATLAS, MO.—Marchbank's Grocery
ANDERSON, MO.—Geo. Tatum Merc. Co.
ASBURY, MO.—Cooper
AVILLA, MO.—Moore Bros. Grocery
BAXTER SPRINGS, KAN.—Craig's Grocery, 538 West 8th; Henbert Grocery, 1226 Military
CARL JUNCTION—Bryant's Grocery
CARTHAGE, MO.—McCormick Grocery, South Side of Square; Cantrell Grocery; Oak Street Grocery, 1002 Oak St.; Reid Grocery; Kane's Fairview Grocery, 1947 Garrison
CARTERVILLE, Mo.—Hardman Grocery, 201 South Pine; Cooper's Store, 110 Main St
CASSVILLE, MO.—Haskins Grocery
COLUMBUS, KAN.—Reeves Quality Market; Zimmerman Food Market
CRESTLINE, KAN.—Chestnutt Grocery
DIAMOND, MO.—Fullerton Grocery; Tyler Grocery, Route No. 1
DUENWEG, MO.—Houk Grocery; Rush Grocery
GALENA, KAN.—Hardwick Grocery; Livingston Grocery, 1018 Euclid; Phipps Grocery; Price Grocery
GRANBY, MO.—Darnell Grocery
GIRARD, KAN.—Huber Grocery
GOODMAN, MO.—City Market; Lipe Grocery
JASPER, MO.—Curnutt Grocery
LAMAR, MO.—Young's Grocery
LANAGAN, MO.—Denison Grocery
LAWTON, KAN.—McFerron Grocery
LOWELL, KAN.—Winfrey
MONARK SPRINGS, MO.—Rush Grocery
MOUNTAIN, MO.—Lipe Grocery
MONETT, MO.—Hill-Top Grocery
MELROSE, KAN.—Dungan Grocery
MULBERRY, KAN.—Model Grocery
NEOSHO, MO.—Hald Grocery; Turner Grocery; J. B. Edmondson Grocery, Route No. 4; McConnell's Grocery.
NEW HOPE, MO.—Johnson Grocery.
NEWTONIA, MO.—Gum Grocery.
NOEL, MO.—Walters Store
PIERCE CITY, MO.—Hunt's Bargain Store
PINEVILLE, MO.—Burk's Grocery
PITTSBURG, KAN.—Robins Grocery
POWELL, MO.—Joe Schell Grocery
PURCELL, MO.—Hogan's Store
RACINE, MO.—Hodgden Grocery
RITCHEY, MO.—Kistler Grocery
RIVERTON, KAN.—Williams Grocery
SARCOXIE, MO.—Farmers' Exchange
SCAMMON, KAN.—Sonder's Grocery
SENECA, MO.—Chase's Grocery; Gullette Grocery, Route No. 2; Buzzard Grocery, Route No. 2
SPLITLOG, MO.—Jones Bros.
STOTTS CITY, MO.—Brooks Grocery
TIFF CITY, MO.—Carter Grocery
TIPTON FORD, MO.—Dugan's Grocery
WEST MINERAL, KAN.—Bruyr & Son
WEBB CITY, MO.—Abbott & Brown, 414 West Daugherty; Cooper's Store, 402 So. Hall; West End Market, 928 Daugherty

A.G. STORES IN JOPLIN

ALEXANDER GROCERY, 2106 Main St.
BAILEY FOOD MARKET, 1015 Broadway
BALAY GROCERY, 615 West 17th St.
BUFORD GROCERY, 211 East 20th St.
BUXTON GROCERY, 602 East 15th St.
BUZZARD GROCERY, 1406 Kentucky
CAMPBELL GROCERY, 815 West 7th St.
CLARK MERCANTILE CO., 116 N. Schifferdecker
COOPER'S GROCERY, 2321 Annie Baxter
CONSUMERS' MARKET, 7th and Pearl
DEKM'S FOOD MARKET, 2402 Main
DENHAM GROCERY, 425 West 32nd
FERGUSON FOOD MARKET, 1202 Broadway
HADLEY GROCERY, 107 Main St.
HAMRICK GROCERY, 1110 Moffet Ave.
EXCHANGE GROCERY, 414 West 4th
HAWLEY GROCERY, 1002 Central
HEGWOOD FOOD MARKET, 2313 Florida
HERB GROCERY, 229 N. Connor
HOHLIER GROCERY, 117 McKinley
E. M. HOPPER, 2030 Byers
KUGLER GROCERY, 1722 Main St.
LEEPER'S GROCERY, 621 Broadway
MAHAN GROCERY, 302 East 7th St.
MARTIN'S GROCERY, 2020 Empire
MELIN'S GROCERY, 611 West 20th
MORGAN GROCERY, 505 W. 2nd
NILES GROCERY, 1930 Annie Baxter
OCHSENBEIN GROCERY, 1400 Perkins
PETTIGREW'S GROCERY, 2102 Connor
ED. PHILLIPS, 1302 Connor
PHILLIPS' GROCERY, 1116 Jackson
RITTER'S GROCERY, 2304 East 4th
SCHILDKNECHT GROCERY, 4302 Main
SIFTY MARKET, 214 East 5th St.
THOMPSON'S GROCERY, 2202 West 4th
YNLAND'S GROCERY, 405 West D St.
WILDER GROCERY, 1113 West 8th St.
Y & B GROCERY, 2nd and Main
ZIMMERMAN FOOD MARKET, 621 West 11th

JOPLIN RURAL ROUTES

BARHAM GROCERY, Route No. 1 Joplin
HOOD GROCERY, Oak Grove
KING GROCERY, 20th and Duquesne
CREAMER GROCERY, Fillmore's Bridge
GOOD GROCERY, Lone Elm
RENIKER'S GROCERY, Redings Mill
C. E. DAVIS, Redings Mill
THOMPSON GROCERY, Tipton Ford

To Those Not Acquainted With A. G. Stores We Extend a Cordial Invitation to Visit the One Nearest Your Home

Phone 124

MEMBERS NROG
A&P STORES
THE NATIONS LEADING GROCERS

Joplin, Mo.

NEWSPAPERARCHIVE
Joplin Globe, January 31, 1943 Pg. 40, Joplin, Missouri, US
https://newspaperarchive.com/joplin-globe-jan-31-1943-p-40/

Closing of neighborhood store sparks memories



Loyal customers gather outside Richard's Food Market for a picture. In front are Richard and Raymond Morris with their mother, Mabel.



Elizabeth Ricketts, April Long and Jodie Russell have been visiting Raymond Morris and his candy case since they were in grade school.

By Marti Attoun
Globe Staff Writer

It's not the quick loaf of bread the customers will miss, so much as the friendly advice that came with it, free of charge, at Richard's Food Market, 612 West E St.

"It's not a convenience store leaving. It's an institution," says Camille Ricketts, one of dozens of customers of Raymond and Richard Morris who flocked to the neighborhood grocery Friday for a farewell party. "Someone said we should thank them for 40 years of recipes."

After 40 years of working 10-hour days six days a week, the Morris brothers decided it was time to retire. When they hang up their aprons in a week or so, the store will be boarded up after 73 years of serving north Joplin.

Four generations of customers have fished in the candy case at the little grocery, says Raymond. His parents, Mabel Morris and the late Richard Morris, bought the store from the original builder and owner, Lloyd Ruff, who soon will be 100. Customers like Hilda Satterlee remember browsing for a nickel's worth of candy every week. Now, her grandchildren visit Richard's.

"They've been a great baby-sitting service," says Kathy DeTar. "You'd give the kids a quarter and tell them to go down to Richard's. I don't know what we're going to do without them. We'll no longer have menus, recipes or a grapevine."

"When I was first married they'd plan my menus for me," says Susan Satterlee. "We can't fix dinner without them."

Mrs. DeTar, too, received cooking lessons from the Morris brothers. She remembers when she bought a canned ham to take back to college with her. The Morrises wouldn't let her take it until she had instructions on how to cook it.

Carolyn Keeter, peering into the meat case, tells Richard, "I need something to make sandwiches with tomorrow. The men are going hunting."

He thinks a minute, then says, "He's always happy with hot dogs."

"See, it's wonderful," Mrs. Keeter says. "You don't have to think. They do all the work."

"There are certain things they won't stock here, because they know what the neighborhood won't eat," Mrs. DeTar says.

"You'd just be surprised what these boys know," adds their mother, Mabel.

The brides who put together their first meals, and in some cases their most recent, with the Morris brothers' help aren't the only ones who will miss the grocery store.

"Why couldn't you wait at least another week to close?" asks Josh DeTar, 9.

"I've been coming here since first grade," adds Spencer Satterlee, 8. "They're nice."

"This is a hangout for the grade school kids," Elizabeth Ricketts, 14, points out. "I used to sit on the front steps with my dog and eat candy."

Raymond is modest about the praise, but obviously pleased.

"We're just old-fashioned. We didn't change the store much since we bought it. We're just one big happy family out here."

Purchases were rung up on a 1908 brass cash register and the brothers delivered to many of the elderly residents.

"We've just run our own business and didn't try to keep up with the big stores," Raymond says.

The Morrises allowed customers to charge and even borrow cash in a pinch, says Mrs. Satterlee. When her children were home sick, one of the men delivered groceries, she recalled.

For a surprise farewell party Friday afternoon, loyal customers waited on the Morris brothers for a change. They had cake and coffee and gave the grocers a sock full of silver dollars.

"You can't say enough good about this place," says Mrs. DeTar. "We're all heart-broken. My husband came home and saw the closing sign and said, 'I can't go in there and see all those empty shelves.'"



Globe Photos/VINCE ROSATI

Mable Morris gets a hug from longtime customer and friend, Mrs. John Scott.

NewspaperArchive by Storied

Joplin Globe, December 02, 1984 Pg. 28, Joplin, Missouri, US
https://newspaperarchive.com/joplin-globe-dec-02-1984-p-28/

Joplin Deaths

Mrs. Lola Mae Ruff

Mrs. Lola Mae Ruff, 87, 2619 E. 14th St., died at 4:50 p.m. Wednesday at a Joplin nursing home following a two - month illness.

Mrs. Ruff was born on May 2, 1886, at Jerico Springs, Mo., and had lived here since 1904. She and her husband, Lloyd H. Ruff, who survives, operated Ruff's Grocery at 612 W. E. St. from 1912 until 1943. She and her husband were married here on June 17, 1906. Mrs. Ruff was a member of the First Methodist Church.

In addition to her husband, she is survived by a son, Neal Ruff, West Yellowstone, Mont.; a sister, Mrs. Berta Bowers, Tulsa, Okla.; three grandchildren and four great grandchildren.

Funeral services will be at 2 p.m. Friday at the Thornhill - Dillon Chapel, with Dr. William Henderson officiating. Burial will be in Ozark Memorial Park Cemetery.

Pallbearers will be Ross Roberts, Melvin Hoare, Tom Brookshire, D. T. Knight, Raymond Morris and Victor Trease.

The family will receive friends from 7 until 8:30 p.m. today at the funeral home chapel.

NewspaperArchive by Storied

Joplin Globe, May 02, 1974 Pg. 26, Joplin, Missouri, US
https://newspaperarchive.com/joplin-globe-may-02-1974-p-26/

Lloyd Ruff

Graveside services for Lloyd H. Ruff, 99, 2618 E. 14th St., who died at 8:45 p.m. Sunday in a Joplin nursing home where he had been a patient two days, are scheduled for 4 p.m. today at Ozark Memorial Park Cemetery.

Dr. William Henderson will officiate. Graveside services will be conducted by members of the Fellowship Masonic Lodge, No. 345, AF&AM. Arrangements are under the direction of Parker Mortuary.

The casket will be closed at all times.

Mr. Ruff was born on June 17, 1886 at McDowell. He moved to Joplin in 1904 from Galena, Kan.

He operated Ruff's Grocery Store, 612 W. E St., from 1909 to 1954. He retired in 1960 when he sold the Broadway Hardware Co.

He was a member of the First United Methodist Church.

He was a member of the Fellowship Lodge and the Scottish Rite Bodies, Valley of Joplin, since 1919. He was a member of the Abou Ben Adhem Shrine Temple since 1920.

His wife, Lola, died May 1, 1974.

Survivors include a son, Neal Ruff, 2619 E. 14th St., three grandchildren and six great-grandchildren.

Contributions may be made to the Shriner's Crippled Children's Fund in

NewspaperArchive by Storied

Joplin Globe, September 24, 1985 Pg. 18, Joplin, Missouri, US
https://newspaperarchive.com/joplin-globe-sep-24-1985-p-18/

Source: Find-A-Grave, captured December 23, 2025

BOONE NEAL RUFF OBITUARY

Boone Neal Ruff, age 103, Joplin, passed away at 2:58 a.m. Sunday, August 9, 2020, at his home after an illness.

Neal was born August 31, 1916, in Joplin, Missouri to the late Lloyd Ruff and Lola Neal Ruff and had lived in the Joplin area most of his life.

He graduated from Joplin High School and attended the University of Arkansas-Fayetteville, where he studied engineering and played the trumpet. Neal worked at Eagle Picher Industries and Rocketdyne as an engineer for several years before moving to West Yellowstone, Montana, where he owned and operated the Hitching Post Motel. He retired in 1977 and moved back to Joplin.

Neal was a proud veteran of the United States Army Air Corps, serving during World War II as a fighter pilot. He flew in 74 combat missions in the Central Pacific and witnessed the atomic bomb explosion as he flew out on one of his missions. Neal did his own navigating and radio work in his small, single engine plane. He flew by instruments only. Neal was awarded several medals and citations, including the Silver Star, Distinguished Flying Cross with Seven Oak Leaf Clusters and the Asiatic Pacific Service Medal.

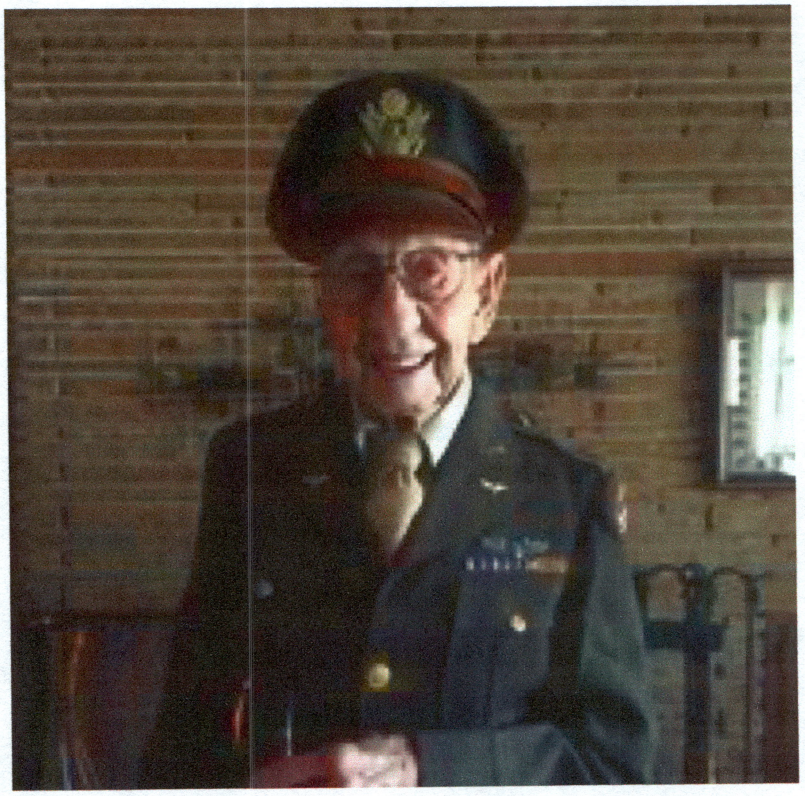
Neal was a member of the Boy Scouts of America and attained the rank of Eagle Scout. It was during the time he spent at the Joplin Regional Airport that he developed a love for flying. He also loved the outdoors. Neal enjoyed fly fishing and hunting. He shot guns his whole life-all the way to the age of 103! He took his last hunting and fishing trip with his son at the age of 100. He lived life to the fullest and will be missed by everyone that knew and loved him.

Neal married Crystal Hawes on October 10, 1963, in Miami, Oklahoma. She survives.

Additional survivors include his children, Dr. Sandra Jennings, Joplin, Sally Martin, New Braunfels, Texas, David Ruff and wife, Gaye, Springdale, Arkansas; seven grandchildren; nineteen great grandchildren and five great-great grandchildren.

Memorial services are planned for Wednesday at 11am at Ozark Memorial Park Cemetery with full Military honors. Honorary pallbearers will be Henry Robertson, Jimmy Ross, Bob Reid and Brandon Spaugy.

In lieu of flowers, donations may be made to the Joplin Humane Society or St. Jude Children's Research Hospital, in care of the mortuary. Cremation arrangements are under the direction of Parker Mortuary.



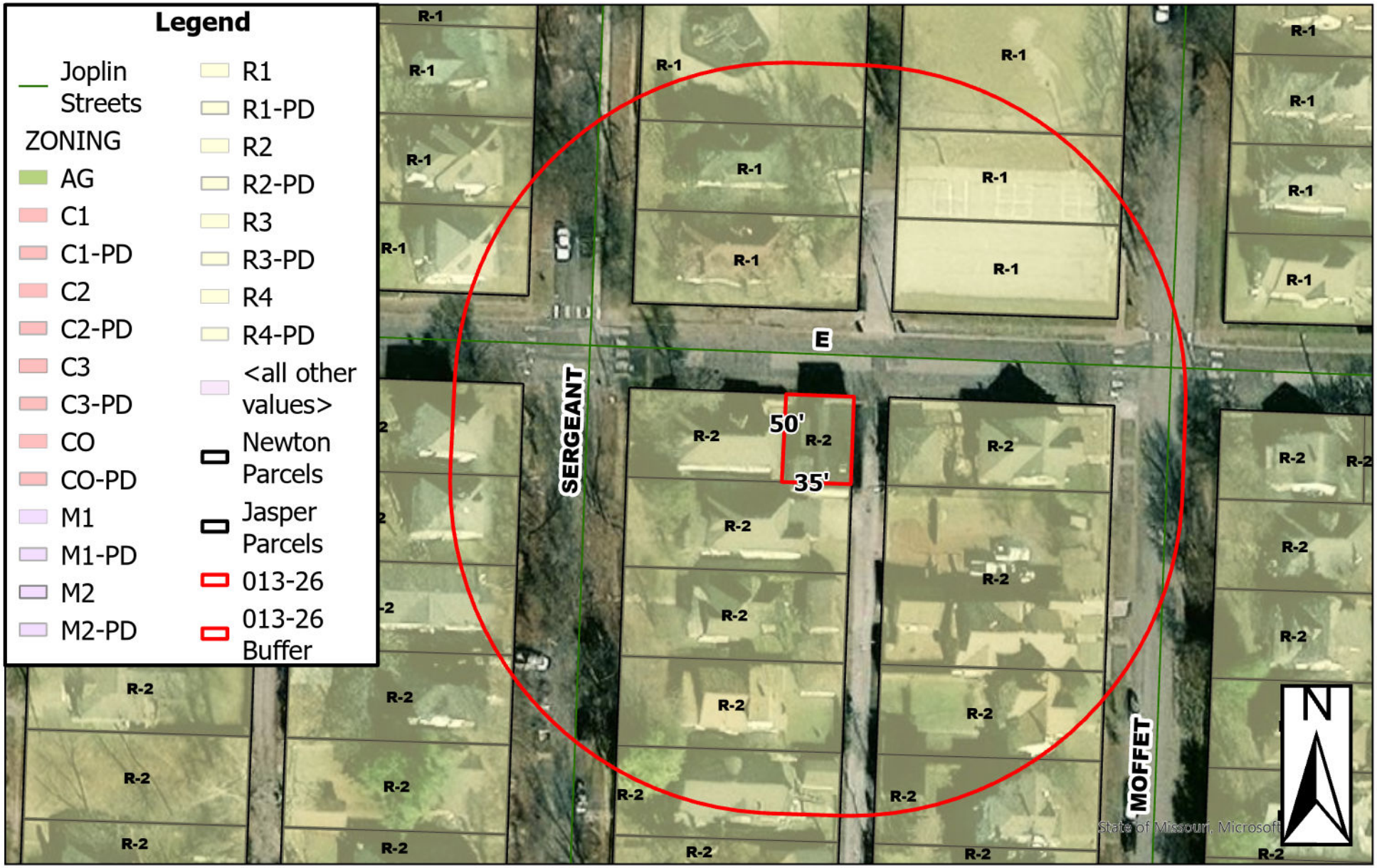

MACARONI
MACARONI

EXHIBIT A

The Land referred to herein below is situated in the County of Jasper, State of Missouri, and is described as follows:

ALL OF THE EAST 35 FEET OF LOT 329 IN NORTH HEIGHTS ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI.

Case 013-26: Rezoning



612 West E Street – Rezoning – A request to rezone from District R-2 (Two-Family Residential) to District R-2 HL (Two-Family Residential – Historic Landmark Overlay) – Hudson Real Estate, LLC

0 25 50 100 150 200 Feet

P & Z Case 013-26
Hudson Real Estate, LLC
(P & Z Recommended to Approve)

COUNCIL BILL NO. 2026-264 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-2 (Two-Family Residential) and include in R-2 HL (Two-Family Residential – Historic Landmark Overlay) property as described below and generally known as 612 West E Street, 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 R-2 (Two-Family Residential) the following described property and including in District R-2 HL (Two-Family Residential – Historic Landmark Overlay).

ALL OF THE EAST 35 FEET OF LOT 329 IN NORTH HEIGHTS 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.

Section 3. This Council Bill shall become effective in 20 days.

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 2026-265 – Authorizing the approval of an Agreement between the City of Joplin and Crafton, Tull & Associates, Inc. for professional planning services related to the creation of the Joplin Area Transportation Planning Organization's (JATSO) Active Transportation and Bicycle & Pedestrian Plan updates.

MEETING DATE
April 6, 2026

ORIGINATING DEPT
Planning, Development, and Neighborhood Services

ATTACHMENTS
Professional Planning Services Agreement; Tabulation Sheet; Evaluation Criteria; and Crafton Tull's Proposal; CB2026-265

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: Nicholas Edwards

SUMMARY
This Council Bill authorizes the City Manager or his designee to approve an Agreement with Crafton, Tull & Associates, Inc. in the not to exceed total amount of One Hundred Forty-Nine Thousand Nine Hundred 00/100 dollars ($149,900) for professional planning services to update the Bicycle & Pedestrian and Active Transportation Plans. The Bike and Pedestrian Plan update portion of this project is 80% Federal Highway Administration (FHWA) and Federal Transit Administration (FTA) funds and 20% City of Joplin local match. The Active Transportation Plan update portion of this project is 100% Federal Highway Administration (FHWA) and Federal Transit Administration (FTA) funds. Project total $127,220 federal and $22,680 local.

BACKGROUND
Staff received formal proposals on February 13, 2026, to update the Bicycle & Pedestrian and Active Transportation Plans. The plan updates are to incorporate transportation, health, safety, accessibility, economic development, and tourism benefits into the active transportation network and establish future transportation infrastructure design and construction standards. Planning received five proposals, and Crafton, Tull & Associates Inc.'s proposal was scored highest by the review committee.

FUNDING SOURCE
JATSO Planning Fund. Plan updates were approved by Council in the Missouri Highways and Transportation Commission Transportation Planning Consolidated Grant Agreement, Ordinance 2025-277 and are included in the adopted FY 2026 Planning Department budget. Federal funds $127,220 and $22,680 City of Joplin Transportation Sales Tax.

RECOMMENDATION
City staff recommends adoption of this Council Bill.

City of Joplin

EVALUATION REPORT

February 13, 2026

2026-RFP-12

Bike & Ped Plan and Active Transportation Plan Updates

Criteria	Max. Points	CJW Transportation Consultants	Olsson Associates	CMT-Crawford Murphy & Tilly	Toole Design	Crafton Tull LANESHIFT
Work Methodology	25	15	10	10	15	25
Cost	30	25	10	20	25	28
Experience	25	18	16	15	15	25
Timeline	10	10	7	8	8	10
References	10	6	8	8	8	10
Total Points	100	74	51	61	71	98

Evaluation complete by: Reviewer #1

Criteria	Max. Points	CJW Transportation Consultants	Olsson Associates	CMT-Crawford Murphy & Tilly	Toole Design	Crafton Tull LANESHIFT
Work Methodology	25	15	18	18	22	24
Cost	30	25	5	21	22	19
Experience	25	15	24	15	15	24
Timeline	10	6	7	7	6	7
References	10	10	10	5	5	10
Total Points	100	71	64	66	70	84

Evaluation complete by: Reviewer #2

Criteria	Max. Points	CJW Transportation Consultants	Olsson Associates	CMT-Crawford Murphy & Tilly	Toole Design	Crafton Tull LANESHIFT
Work Methodology	25	15	25	25	20	20
Cost	30	30	10	25	25	25
Experience	25	5	20	25	20	20
Timeline	10	10	10	9	10	10
References	10	10	10	10	10	10
Total Points	100	70	75	94	85	85

Evaluation complete by: Reviewer #3

Criteria	Max. Points	CJW Transportation Consultants	Olsson Associates	CMT-Crawford Murphy & Tilly	Toole Design	Crafton Tull LANESHIFT
Work Methodology	25	15	20	15	20	25
Cost	30	25	15	30	30	30
Experience	25	17	20	15	20	25
Timeline	10	10	10	10	10	10
References	10	10	10	9	6	10
Total Points	100	77	75	79	86	100

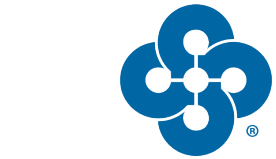
Evaluation complete by: Reviewer #4

Criteria	Max. Points	CJW Transportation Consultants	Olsson Associates	CMT-Crawford Murphy & Tilly	Toole Design	Crafton Tull LANESHIFT
Work Methodology	25	20	22	20	18	20
Cost	30	15	24	30	30	30
Experience	25	20	25	25	20	25
Timeline	10	10	10	8	10	10
References	10	5	9	8	8	10
Total Points	100	70	90	91	86	95

Evaluation complete by: Reviewer #5

	Max. Points	CJW Transportation Consultants	Olsson Associates	CMT-Crawford Murphy & Tilly	Toole Design	Crafton Tull LANESHIFT
Evaluation Total Scores:	500	362	355	391	398	**462**


JATSO
PROFESSIONAL PLANNING SERVICES
ACTIVE TRANSPORTATION / BICYCLE AND
PEDESTRIAN TRANSPORTATION PLAN UPDATES
HOUSE OF SPEED
SPEED DEALER
JOPLIN
CLUB 609
Crafton Tull
LANESHIFT



Crafton Tull



LANESHIFT

April 25, 2025

Joplin Planning, Development, and Neighborhood Services
602 S. Main Street
Joplin, Missouri 64801

RE: REQUESTS FOR PROPOSALS #2026-RFP-12: PROFESSIONAL PLANNING SERVICES TO PREPARE JATSO'S ACTIVE TRANSPORTATION AND BICYCLE & PEDESTRIAN TRANSPORTATION PLAN UPDATES

Dear Selection Committee,

Crafton Tull and Laneshift are pleased to submit our proposal for the JATSO Active Transportation and Bicycle & Pedestrian Plan updates. With 62 years of service and a team of more than 300 professionals, Crafton Tull brings deep multidisciplinary expertise and a strong commitment to the communities we serve. In 2025, Laneshift joined Crafton Tull, strengthening our active transportation planning capabilities with specialized expertise in bicycle and pedestrian networks, safety, and meaningful public engagement.

Our team has led and supported active transportation and mobility plans for municipalities and communities of various sizes throughout the region. Crafton Tull recently completed an active transportation plan for Cole and Callaway Counties, Jefferson City, Holts Summit, St. Martins, Wardsville, and Taos through the Capital Area Metropolitan Planning Organization (CAMPO). Laneshift assisted Crafton Tull with public engagement for the planning process even before joining Crafton Tull. We believe this working relationship will be an asset to the team and demonstrates our ability to successfully execute a plan similar to JATSO's needs. Laneshift was also an important part of the Joplin Connected active transportation plan in 2022. Laneshift supported the planning process by leading public engagement efforts. This familiarity will be invaluable to this project.

We understand that each community requires a tailored approach shaped by its scale, character, and transportation needs. The Crafton Tull Planning Team based in Little Rock will lead this effort with support from Laneshift, which is based in Rogers, Arkansas. Our team is supported by our in-house civil engineers, landscape architects, environmental scientists, and surveyors. This integrated structure allows us to move seamlessly from planning to implementation with practical solutions.

We recognize that successful active transportation planning goes beyond identifying routes on a map. Safe, connected infrastructure must be supported by coordinated land use strategies, thoughtful design standards, and community buy-in. Our approach focuses on building a network that strengthens regional connections while improving local access. We will refine recommendations through data-driven analysis and stakeholder and public input to ensure the plan reflects the opportunities and character of the region.

Equally important is preparing for implementation. We will provide clear strategies, policies, design guidance, and maintenance considerations to help local and regional partners advance projects effectively and consistently. Our goal is to deliver a practical, forward-looking plan that enhances safety, accessibility, and quality of life across the region.

We appreciate your consideration and look forward to the opportunity to partner with JATSO on these important updates.

Sincerely,

Julie Luther Kelso, AICP, PLA, ASLA
Vice President of Planning | Crafton Tull
10825 Financial Center Parkway, Suite 300
Little Rock, Arkansas 72211
Julie.kelso@craftontull.com | 501.940.4420

Ryan Hale
Founder & Vice President | Laneshift
901 N. 47th Suite 400
Rogers, AR 72756
ryan.hale@laneshift.net | 479-636-4838

REQUIRED ACKNOWLEDGEMENTS

Seat Belt Use- The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or City of Joplin.

Distracted Driving- The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

Prohibition on Certain Telecommunications Equipment- The Contractor is prohibited to procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

The Contractor agrees to the terms of the contract clauses listed in Exhibit A, and the Contractor also agrees to include these requirements, the contract clauses listed in Exhibit A, in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

Julie Luther Kelso
Signature of Contractor's Authorized Official

Julie Luther Kelso
Vice President of Planning | Crafton Tull
Name and Title of Authorized Official

2/13/2026
Date

penalty of not less than $10,000 and not more than $100,000 for each such expenditure or failure.

The Contractor, Crafton Tull, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if an.

Signature of Contractor's Authorized Official Julie Luther Kelso

Name and Title of Authorized Official Julie Luther Kelso
Vice President of Planning | Crafton Tull

Date 2/13/2026



01

OVERVIEW + RESOURCES


Crafton Tull
LANESHIFT

WHO WE ARE

Crafton Tull

ARKANSAS
- Conway
- Fayetteville
- Fort Smith
- Hot Springs
- Jonesboro
- Little Rock
- Rogers
- Russellville

OKLAHOMA
- Oklahoma City

TEXAS
- Plano





GENERAL BACKGROUND

Crafton Tull has been in business for 62 years. In that time, the company has grown to be is comprised of more than 300 professionals. Each of the team members presented in this proposal bring a variety of expertise and backgrounds to the team. The Laneshift team joined Crafton Tull in 2025 and brings in-depth knowledge of active transportation and unique public outreach skills. The Crafton Tull team boasts a lengthy roster of planners, civil engineers, landscape architects, environmental scientists, and surveyors, among other disciplines who are dedicated to our core values.

The Little Rock and Rogers offices will lead the planning team for the JATSO Active Transportation and Bicycle & Pedestrian Plan updates, but Crafton Tull's internal roster of multi-discipline professionals serves as additional resources for the team. Crafton Tull has a vested interest in the communities we serve and can draw from the other disciplines within the firm across its many locations. This multi-discipline, in-house approach provides the Crafton Tull Planning Department with unique insight.

CRAFTON TULL
BY THE NUMBERS

310+ EMPLOYEES

85+ LICENSED PROFESSIONALS

100% EMPLOYEE-OWNED

10 OFFICES

PLANNING PHILOSOPHY & SERVICES

CLIENT-FOCUSED PLANNING

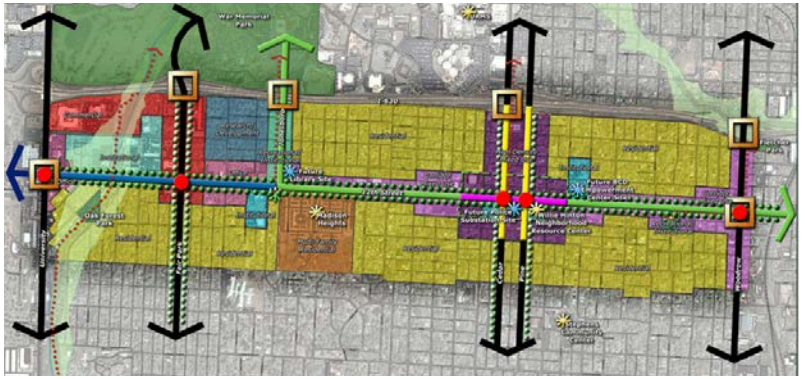
The Planning Department of Crafton Tull strives to create customized solutions for each client while integrating sustainable planning practices and utilizing a proven process. We gather public and private input to establish a unique vision, develop creative concepts that lead to practical plans and guidelines, and provide action steps for enhancing the quality of place for a community. We take a holistic approach to every project. A master plan (of any scale) should not only consider what elements are successful but what elements need to be realized to help locate future facilities and provide strategic direction for the client.

Each and every community is different. The Crafton Tull Planning Department understands that successful comprehensive plans and specific site designs are not the product of a consultant's vision for a community, but rather a reflection of that community's values. We strive to create innovative solutions that embrace each community's needs and desires with an eye toward market reality.



WHAT WE OFFER

Crafton Tull's goal is to provide clients with the highest levels of excellence, innovation, and creativity in addressing their planning and design needs. From citywide master plans to the detailed design of individual sites, Crafton Tull is pleased to provide technical expertise to our clients.



Crafton Tull offers the following services:

- Comprehensive Master Planning
- Phasing, Cost, and Feasibility Studies
- Parks System Master Planning and Design
- Bicycle and Pedestrian Trail System Planning and Design
- Sustainable Planning and Design
- Site Selection and Analysis
- Design Guidelines
- Urban Design Solutions
- Site Master Planning and Design
- Environmental Design
- Surveying + Engineering + Construction Administration
- Architecture + Landscape Architecture

DESIGN + ENGINEERING

CITY & LOCAL STREETS



TRAIL DESIGN



HIGHWAYS & BRIDGES



ENVIRONMENTAL COMPLIANCE



LANDSCAPE ARCHITECTURE



ARCHITECTURE



SURVEYING



PARKS DESIGN



UTILITY DESIGN



LANESHIFT JOINS CRAFTON TULL

LANESHIFT JOINS CRAFTON TULL

Laneshift is a consulting and professional development provider that specializes in bicycle and pedestrian networks, safety, and community connectivity. In 2025, Laneshift became a division of Crafton Tull, a 300+ person engineering and design firm. The partnership combines the expertise of both firms to foster collaboration with cities, companies, developers, and advocacy organizations. Our mission is to strengthen people and places through active transportation.







FOCUS

Laneshift is focused on leveraging our real-world experience to help clients improve connectivity by creating and improving bicycle networks, pedestrian networks, and outdoor amenities. At our core, Laneshift is passionate about and focused on moving people safely and comfortably. This translates into a focus on active mobility with an emphasis on bicycle and pedestrian modes. At Laneshift, we are committed to fostering connections between communities and people.

ACTIVE TRANSPORTATION ACADEMY

CONNECTED COMMUNITY WORKSHOP

ACTIVE TRANSPORTATION EXCURSION

NWA BENCHMARKING TOUR

PROFESSIONAL DEVELOPMENT PROGRAMS

Laneshift facilitates high-impact professional development and training offerings, which are designed to equip participants with a deep understanding of both active transportation-friendly culture and infrastructure. Educational programs also provide opportunities for participants to build relationships and learn from other professionals from around the country.

We believe education can change people's lives and empower professionals to impact positive change within their communities. When professionals change how they think about their community, it changes how they make decisions within their community. Since 2017, Laneshift has trained hundreds of professionals through our various programs. We offer a wide array of Active Transportation professional development and training courses that are tailored to different professionals and organization needs.

COMMUNITY + STAKEHOLDER ENGAGEMENT

Effective community engagement ensures infrastructure solutions meet diverse needs. We gather input through public meetings, workshops, and surveys, ensuring that all voices—city staff and officials, residents, business owners, and advocacy groups—are heard and represented in the final plan.





PROFESSIONAL DEVELOPMENT & COMMUNITY ENGAGEMENT GUIDING PRINCIPLES

EXPERIENCE-BASED

Participants in our professional development programs engage directly with active transportation facilities, gaining firsthand experience to better understand user needs and inform design decisions

SOCIAL LEARNING

By learning from our team and from each other, participants share insights and best practices, fostering collaborative problem-solving across regions and contexts

PRACTICAL, REAL-WORLD APPLICATION

We design the learning objectives of our programs to be applicable in real-time and in the real-world. Participants can easily integrate learning into their projects, communities and their lives

REFLECTION

We include structured time for participants to observe, reflect, and discuss their experiences to help deepen understanding and refine solutions

STAFF RESOURCES + AVAILABILITY

Crafton Tull is comprised of more than 300 professionals. Each of the team members presented in this proposal bring unique expertise and backgrounds to the team. The Crafton Tull team boasts a lengthy roster of planners, civil engineers, landscape architects, environmental scientists, and surveyors, among other disciplines who are dedicated to our core values.

The staff in our Little Rock office will be the primary personnel for JATSO's planning team, and we will be joined by Laneshift, a division of Crafton Tull located in Rogers. While our project manager will ensure that team members are on track and dedicated to hitting all key points in the project on schedule, our internal roster of multi-discipline professionals serves as additional resources for the team. Crafton Tull has offices in 10 cities, providing a wealth of experience from which to draw. Crafton Tull and Laneshift will work together to ensure thorough public engagement is executed for this project.

CAPACITY AND WORKLOAD

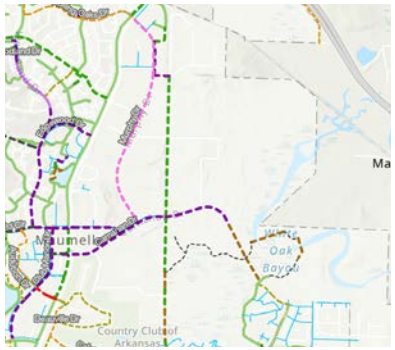
The **Crafton Tull** Planning Department has the resources to complete this work efficiently, with 10% of projects in early phases, 70% in development, and 20% nearing completion. Additionally, **Laneshift** adds to this capacity with 30% of projects in the early phases, 20% in development, and 50% nearing completion. This balanced workload allows resources to be available at every stage of the JATSO Active Transportation Plan update.

331 TOTAL EMPLOYEES

COMPANY-WIDE STAFF BY DISCIPLINE

- **5** Planners: Urban + Regional
- **85** Civil Engineers
- **96** Land Surveyors
- **8** Structural Engineers
- **4** Architects
- **9** Landscape Architects
- **14** Transportation Engineers
- **3** GIS Specialists
- **54** CADD Technicians
- **10** Construction Inspectors
- **35** Administrative
- **2** Aerial Photographers
- **6** Environmental Scientists

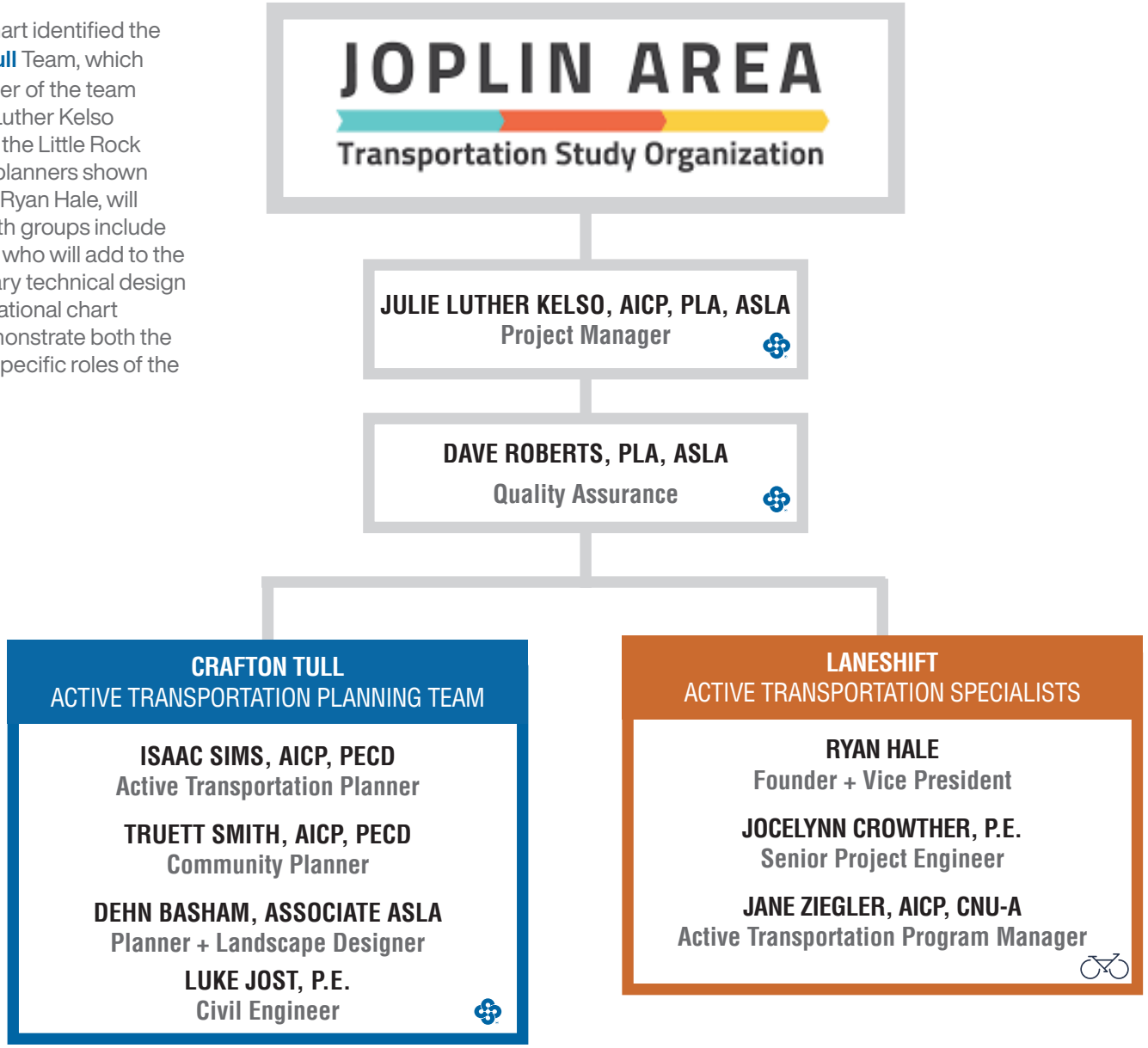






PROJECT TEAM

This proposed organizational chart identified the key personnel on the **Crafton Tull** Team, which includes **Laneshift**. Each member of the team brings valuable expertise. Julie Luther Kelso will lead the planning team from the Little Rock working along side the team of planners shown here. The Laneshift team, led by Ryan Hale, will support the planning efforts. Both groups include licensed professional engineers who will add to the planning expertise with necessary technical design details or drawings. The organizational chart shown here is positioned to demonstrate both the degree of involvement and the specific roles of the team members.



JULIE LUTHER KELSO AICP, PLA, ASLA






ABOUT JULIE

YEARS OF EXPERIENCE: 27

EDUCATION: University of Arkansas Fay Jones School of Architecture and Design, Bachelor of Landscape Architecture, Minor in Art History

REGISTRATION: Arkansas #5088, Texas #2047, CLARB Certified #775

PROFESSIONAL AFFILIATIONS: Arkansas State Board of Architects, Landscape Architects, and Interior Designers - Board Member, American Institute of Certified Planners, American Planning Association - Arkansas Chapter Secretary, Congress for New Urbanism, American Society of Landscape Architects, Leadership Arkansas Class XII, Arkansas State Chamber of Commerce

PROJECT MANAGER

BICYCLE, PEDESTRIAN & TRAILS PLANS EXPERIENCE

Capital Area Active Transportation Plan – Jefferson City, Cole & Callaway counties, MO

Central Arkansas Regional Greenways Plan – Pulaski, Faulkner, Lonoke, and Saline Counties, AR
2024 American Council of Engineering Companies, Arkansas Winner
2024 American Council of Engineering Companies, National Recognition
2024 Arkansas APA Plan of the Year

City of Searcy Active Transportation Plan (#MySearcy Plans) – Searcy, AR
2025 ACEC Arkansas Excellence in Engineering Award
2024 APA Arkansas Plan of the Year
2024 APA Arkansas Outstanding Community Engagement

Maumelle Pinnacles Outdoor Recreation Master Plan – Pulaski and Perry Counties

Springdale Trails Feasibility Study – Springdale, Arkansas

Arkansas Statewide Bicycle and Pedestrian Transportation Plan – Arkansas
2016 Arkansas APA Achievement in Comprehensive Plan Development Award

US Bicycle Route 80 Feasibility Study – Memphis, TN to Little Rock, AR
2021 Arkansas APA Achievement in Comprehensive Plan Design Award
2023 ASLA Central States Merit Award

Rock Island Greenway Feasibility Study – El Dorado, AR to Ruston, LA





BICYCLE, PEDESTRIAN & TRAILS PLANS EXPERIENCE CONT.

Tulsa Regional Bicycle and Pedestrian Master Plan – Tulsa, OK

NWA Bicycle Infrastructure Plan – Benton and Washington Counties, AR

Connect Conway RAISE Grant + Little Creek Plaza Planning – Conway, AR

Pulaski County Pedestrian and Bicycle Trails Master Plan – Pulaski County, AR

City of Bentonville Bicycle and Pedestrian Plan – Bentonville, AR

City of Searcy Active Transportation Plan – Searcy, AR

City of Maumelle Active Transportation Plan – Maumelle, AR

City of Lonoke Bicycle and Pedestrian Plan – Lonoke, AR

City of Sherwood Bicycle and Pedestrian Plan – Sherwood, AR

City of Stuttgart Bicycle and Pedestrian Plan – Stuttgart, AR

City of England Bicycle and Pedestrian Plan – England, AR

City of Helena-West Helena Bicycle and Pedestrian Plan – Helena-West Helena, AR

City of Batesville Bicycle and Pedestrian Plan – Batesville, AR
2018 ACEC Arkansas Honor Award, 2018 ACEC Arkansas People's Choice Award

City of El Dorado Bicycle and Pedestrian Plan – El Dorado, AR

ADDITIONAL EXPERIENCE

Oak Street Bicycle and Pedestrian Improvements – Rogers, AR

Chaffee Crossing Redevelopment Plan – Fort Smith and Barling, AR
2011 Urban Design Award, AR Chapter APA

12th Street Corridor Revitalization Plan – Little Rock, AR

East Main Street Improvements – Siloam Springs, AR

Hillsboro Gateway Redevelopment Plan – El Dorado, AR

Broken Arrow Old Town Study – Broken Arrow, OK

Garland Downtown Urban Design Plan – Garland, TX

Charlottesville Downtown Urban Design Plan – Charlottesville, VA

Bryant Leap Forward Plan – Bryant, Arkansas

Plan Jonesboro Comprehensive and Master Street Plans – Jonesboro, AR

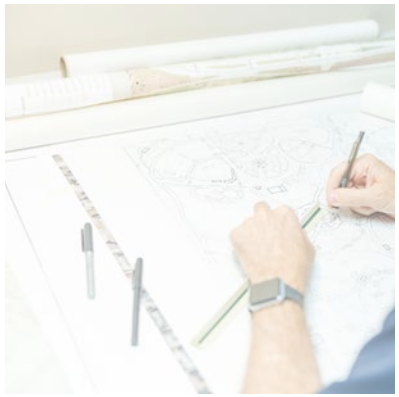
Northwest Arkansas Regional Growth Strategy – Benton and Washington counties

Pine Bluff Comprehensive Plan – Pine Bluff, AR

Hot Springs Village Comprehensive Plan – Hot Springs Village, AR

DAVE ROBERTS PLA, ASLA









ABOUT DAVE

YEARS OF EXPERIENCE: 37

EDUCATION: University of Arkansas Fay Jones School of Architecture and Design, Bachelor of Landscape Architecture

REGISTRATION: Arkansas #5020

PROFESSIONAL AFFILIATIONS: American Planning Association, Arkansas, American Society of Landscape Architects, Arkansas, MOVE Arkansas State Coalition, Executive Committee, Arkansas State Capitol Arts & Grounds Commission, Arkansas State Chamber of Commerce Leadership Arkansas Class XI, Arkansas Recreation & Parks Association Ethics Committee, Miracle League Arkansas Past Board President, Camp Aldersgate Board of Directors + Building Grounds Committee

QUALITY ASSURANCE

BICYCLE, PEDESTRIAN & TRAILS PLANS EXPERIENCE

Central Arkansas Regional Greenways Plan – Pulaski, Faulkner, Saline and Lonoke counties
2024 American Council of Engineering Companies, Arkansas Winner, National Recognition
2023 Arkansas APA Plan of the Year

Arkansas Statewide Bicycle & Pedestrian Master Plan – Arkansas
2016 Arkansas APA Achievement in Comprehensive Plan Development Award

US Bicycle Route 80 Feasibility Study – Little Rock to West Memphis, AR
2021 Arkansas APA Achievement in Comprehensive Design Award

Bentonville Bicycle and Pedestrian Plan – Bentonville, AR

Tulsa Area Bicycle & Pedestrian Master Plan – Tulsa, Oklahoma

City of Searcy Active Transportation Plan (#MySearcy Plans) – Searcy, AR
2025 ACEC Arkansas Excellence in Engineering Award
2024 APA Arkansas Plan of the Year
2024 APA Arkansas Outstanding Community Engagement

Batesville Bicycle and Pedestrian Master Plan – Batesville, Arkansas
2018 Engineering Excellence Award, Special Projects, American Council of Engineering Companies, Arkansas Chapter
2018 People's Choice Award, American Council of Engineering Companies, Arkansas Chapter

Two Rivers Trail & Plaza for Pulaski County – Little Rock, AR





BICYCLE, PEDESTRIAN & TRAILS PLANS EXPERIENCE CONT.

Central Arkansas Safe Streets 4 All Comprehensive Safety Plan - Metroplan – Pulaski, Faulkner, Lonoke, and Saline Counties, AR

Connect Conway RAISE Grant + Little Creek Plaza Planning – Conway, AR

City of Maumelle Bicycle and Pedestrian Plan – Maumelle, AR

City of Stuttgart Bicycle and Pedestrian Plan – Stuttgart, AR

Camden Bicycle and Pedestrian Master Plan – Camden, AR

El Dorado Bicycle and Pedestrian Master Plan – El Dorado, AR

Pulaski County Trails Master Plan – Pulaski County, AR
2007 Merit Award, American Society of Landscape Architects, Arkansas Chapter

City of Gosnell Bicycle and Pedestrian Plan – Gosnell, AR

ADDITIONAL EXPERIENCE

Camden Trace Trail – Camden, AR

Stone Dam Creek Trail, UCA Campus – Conway, AR

Club Manor Corridor Plan – Maumelle, AR

Rogers Avenue Corridor Study – Fort Smith, AR

Little Rock Main Street Creative Corridor – Little Rock, AR
2017 Award of Excellence, American Society of Landscape Architects, Arkansas,
2016 Grand Conceptor Award & Engineering Excellence Award, ACEC Arkansas

Hillsboro Gateway Master Plan – El Dorado, AR

Chaffee Crossing Redevelopment Master Plan – Fort Smith, AR
2011 Urban Design Award, AR Chapter APA

WALK AUDITS

Jefferson City, MO	Siloam Springs, AR	Harrison, AR	De Queen, AR	Lonoke, AR	Blytheville, AR
Little Rock, AR	Batesville, AR	Morrilton, AR	Beebe, AR	East Tulsa, OK	Clinton, AR
Rogers, AR	Russellville, AR	Arkadelphia, AR	Stuttgart, AR	Broken Arrow, OK	Monticello, AR

ISAAC SIMS AICP, PCED









ABOUT ISAAC

YEARS OF EXPERIENCE: 7

EDUCATION: University of Central Arkansas
Bachelor of Science in Geography
Minor in Interdisciplinary Studies
Norbert O. Schedler Honors College

CERTIFIED PLANNER
AICP # 36773

PROFESSIONAL AFFILIATIONS:
American Institute of Certified Planners (AICP); American Planning Association Member – Arkansas Chapter; Community Development Institute

COMMUNITY PLANNER

BICYCLE, PEDESTRIAN & TRAILS PLANS EXPERIENCE

Capital Area Metropolitan Planning Organization Active Transportation Plan – Jefferson City Area, MO

Searcy Active Transportation Plan (#MySearcy Plans) – Searcy, Arkansas
2025 ACEC Arkansas Excellence in Engineering Award, 2024 APA Arkansas Plan of the Year, 2024 APA Arkansas Outstanding Community Engagement

Central Arkansas Regional Greenways Plan – Pulaski, Faulkner, Saline and Lonoke counties, AR
2024 American Council of Engineering Companies, Arkansas Winner
2024 American Council of Engineering Companies, National Recognition
2024 Arkansas APA Plan of the Year

Johnson Active Transportation Plan – Johnson, Arkansas

Maumelle Pinnacles Outdoor Recreation Master Plan – Pulaski and Perry Counties

Connect Conway RAISE Grant Application – Conway, AR

Searcy RAISE Planning Grant Application – Searcy, AR

Maumelle Active Transportation Plan – Maumelle, Arkansas

England Bicycle & Pedestrian Plan – England, Arkansas

Gosnell Bicycle & Pedestrian Plan – Gosnell, Arkansas

Sherwood Bicycle and Pedestrian Master Plan – Sherwood, Arkansas





ADDITIONAL PLANNING EXPERIENCE

Bryant Leap Forward Plan – Bryant, AR

Plan Jonesboro Comprehensive and Master Street Plans – Jonesboro, AR

Growing Home Northwest Arkansas Regional Growth Strategy –Northwest, AR

Pine Bluff Comprehensive Plan – Pine Bluff, Arkansas

Russellville Comprehensive Plan – Russellville, Arkansas*

Clarksville Comprehensive Plan – Clarksville, Arkansas*

Prescott Comprehensive Plan – Prescott, Arkansas*

Magnolia Comprehensive Plan – Magnolia, Arkansas*

Port of Little Rock South Loop Study – Little Rock, Arkansas

Searcy Parks System Master Plan (#MySearcy Plans) – Searcy, Arkansas
2025 ACEC Arkansas Excellence in Engineering Award
2024 APA Arkansas Plan of the Year
2024 APA Arkansas Outstanding Community Engagement

COMMUNITY + ECONOMIC DEVELOPMENT EXPERIENCE*

Central Landing Landscape and Irrigation Contract Liaison
Conway Area Chamber of Commerce, 2020

Future of Conway Community Growth Plan Liaison
Conway Area Chamber of Commerce, 2020-2021

Conway Area Leadership Institute Administrator
Conway Area Chamber of Commerce, 2020-2021

Arkansas Site Selection Manager
Conway Area Chamber of Commerce, 2018-2021

Economic Development Projects Assistant
Conway Area Chamber of Commerce, 2018-2021

**Indicates work performed during previous employment*

TRUETT SMITH AICP, PCED









ABOUT TRUETT

YEARS OF EXPERIENCE: 10

EDUCATION: University of Central Arkansas, Bachelor of Arts, Political Science, Minor in Business

University of Arkansas at Little Rock, Master of Public Administration

PROFESSIONAL AFFILIATIONS: American Institute of Certified Planners; American Planning Association, Former Legislative Chair for Arkansas Chapter Board; Leadership Saline County Class President 2018, Vice President of the Board 2019-20, and President of the Board in 2020-21

COMMUNITY PLANNER

RELEVANT EXPERIENCE

Walk, Bike, Drive: Bryant Transportation Plan – Bryant, Arkansas*
Truett developed new transportation plan that included new map, cross sections, and community first pedestrian/trail plan.

Bryant Parkway Roadway/Trail – Bryant, Arkansas*
While with the City of Bryant, Truett spearheaded the planning, design, and construction of anew five-mile roadway, which included the acquisition of over $7 million in grant funding to insure funding of the road as well as the multi-use trail along side it.

Updates to Subdivision Code – Bryant, Arkansas*
During his time with the City of Bryant, Truett made numerous updates to subdivision code to assist with ongoing needs of a community.

Bryant Commercial Zoning Code – Bryant, Arkansas*
Truett led the resign of commercial zoning code based on wide spread public comment. The focus was centered on creating additional zones as well as redistributing uses along with an updated map.





CITY OF BRYANT + FEDERAL HIGHWAY ADMINISTRATION EXPERIENCE

Community Development Director | Director of Planning and Community Development | Assistant Director of Planning – City of Bryant, Arkansas

- Lead merging of code enforcement, permits, licenses, inspections, and grant writing with the planning department to create the new Community Development Department
- Helped lead Census count effort for the City; created and executed in-person and virtual public comment process for reorganizing of the city's commercial zoning code
- Worked with developers to restructure the planning meeting calendar to allow for better submissions and review process
- Worked with other city departments and contractors to bring first outward facing GIS map to assist with community and economic development

Community Planner – Federal Highway Administration U.S. Department of Transportation

Provide stewardship and oversight to the federal aid process from the Arkansas Division office. Specifically, stewardship and oversight of the Planning processes at the state level as well as at the local/regional level via the Metropolitan Planning Organizations (MPO) across the state of Arkansas. Also provide assistance with several federal aid programs through the Federal Highway Administration as well as with the Department of Transportation.

ADDITIONAL PLANNING EXPERIENCE

COMMUNITY COMPASS PLANNING

Diamondhead Zoning and Master Street Plans
Hot Springs, Arkansas

COMPREHENSIVE PLANS

Bryant Leap Forward Plan
Bryant, Arkansas

Plan Jonesboro Comprehensive and Master Street Plans
Jonesboro, Arkansas

**Indicates work performed while employed by the City of Bryant*

DEHN BASHAM ASSOCIATE ASLA









ABOUT DEHN

YEARS OF EXPERIENCE: 2

EDUCATION: Bachelor of Landscape Architecture

Minor in Interior Design and Environment & Sustainability

Mississippi State University

PROFESSIONAL AFFILIATIONS:
American Planning Association Member – Arkansas Chapter

American Society of Landscape Architects

PLANNER + LANDSCAPE DESIGNER

RELEVANT EXPERIENCE

ACTIVE TRANSPORTATION PLANS

Springdale Trails Feasibility Study – Springdale, Arkansas

Pulaski County Active Transportation Plan Update – Pulaski County, Arkansas

Southwest Trail Central High – Little Rock, Arkansas

PARKS AND RECREATION PLANS

Maumelle Pinnacles Outdoor Recreation Master Plan – Pulaski and Perry counties

Fletcher Valley Park – Little Rock, Arkansas

Jefferson City Parks Accessibility and Inclusion Plan –Jefferson City, MO

Camp Aldersgate Master Plan – Little Rock, Arkansas

West Central Community Center Master Plan – Little Rock, Arkansas

Searcy Sports Park - Searcy, Arkansas

SAFETY ACTION PLANS (SS4A)

Metroplan, Central Arkansas Safety Plan - Pulaski, Saline, Faulkner and Lonoke counties, AR

City of Hot Springs SS4A Safety Action Plan - Hot Springs, AR





RELEVANT EXPERIENCE

COMPREHENSIVE PLANS

Bryant Leap Forward Plan – Bryant, Arkansas

Plan Jonesboro Comprehensive and Master Street Plans – Jonesboro, AR

Northwest Arkansas Regional Growth Strategy – Benton and Washington counties

GRANT PROJECT PLANNING & APPLICATION SUBMITTALS

Healthy Connections UAMS BUILD Grant – University of Arkansas for Medical Sciences – Little Rock, Arkansas

ADDITIONAL PLANNING EXPERIENCE

Diamondhead Zoning and Master Street Plans - Hot Springs, AR

Rock Region Metro Transit-Oriented Development – Little Rock, AR

Easter Seals Academy Playground – Little Rock, AR

The New Palafox – Pensacola, Florida*

DEHN'S EXPERTISE

Joining Crafton Tull in 2025, Dehn Basham brings a multidisciplinary background with a bachelor's in landscape architecture and minor in environmental sustainability and interior design. He is driven by environmentally conscious design and stewardship, with a passion for bridging modern design approaches and conservation-focused solutions. Dehn strives to create spaces that are both innovative for the site user and respectful of the natural environment.

**Indicates work performed during previous employment*

LUKE JOST P.E.









ABOUT LUKE

YEARS OF EXPERIENCE: 13

EDUCATION: Kansas State University
Bachelor of Science, Civil Engineering

REGISTRATION: Oklahoma #28497,
Arkansas#18699

PROFESSIONAL AFFILIATIONS:
American Society of Civil Engineers

CIVIL ENGINEER

RELEVANT EXPERIENCE

Mission Blvd. Trail – Fayetteville, Arkansas
Project manager for the design of trail along 1-1/2 miles of Mission Boulevard. Project involved design of storm improvements constrained by existing utilities and steep grades. Improvements include traffic signal design for intersection of Mission Boulevard and North Street, necessary road resurfacing, and design of pedestrian trail striping and signage for safe crossing of roadways.

Southwest Bentonville Trail – Bentonville, Arkansas
Project manager for this 12' wide concrete trail approximately 6,400 LF in length and approximately 200 LF of 6' wide concrete sidewalk. The trail will serve as a connection between Preston Park, Bentonville Community Center, and the Citizens Park Trail.

Razorback Greenway Extension Phase 3 – Bella Vista, Arkansas
Project manager for phase 3 of improvements to the Razorback Regional Greenway. This phase includes a 5,000-foot extension of the trail in Bella Vista, Arkansas

McClure Avenue Improvements & Ward Nail Trail – Lowell, Arkansas
Project manager for the improvements to McClure Avenue and to the trails within Ward Nail Park. Project includes reconstruction of McClure Ave. and replacement of the park trails coordinated with the future park master planned improvements.





ADDITIONAL EXPERIENCE

Bloomington Street & Monroe Avenue (US-71B/HWY-264) Signal improvements – Lowell, Arkansas
Project manager for intersection geometry, drainage, and signal improvements to a severely congested intersection in Lowell. Improvements add lanes to the east leg of the intersection to improve capacity and increase return radii to facilitate heavy truck traffic. A new traffic signal facilitates greater traffic flow and pedestrian safety.

Bentonville High School (BHS) Trail – Bentonville, Arkansas
Project Manager for the design of 10' concrete trail improvements along C Street, 18th Street, J Street, and across the Bentonville High School Campus. The project adds RRFB Crossings to schools, improves traffic signals for add pedestrian facilities, and connects the campuses of Mary Mae Jones Elementary, Ruth Barker Middle School, and BHS with adjoining residential and the Razorback Greenway.

Monroe Avenue Extension – Lowell, Arkansas
Project manager for the extension of Monroe Avenue to intersect with Highway 265. The project site requires an analysis of large off-site drainage flows and roadway drainage design. Design of the roadway involves constraints on vertical and horizontal alignments, grading, striping, and signing of the roadway.

Clabber Creek Hydraulic Study – Fayetteville, Arkansas
Project manager for a drainage study of Clabber Creek from Deane Solomon Road to Salem Road. Drainage study had three primary goals: provide bridge sizing and approach geometry for Deane Solomon Road and Salem Road over Clabber Creek for estimates of future improvements, model potential channel restoration efforts in future park property on the old Razorback Golf Course, and determine flood protection or required property buyout for flood-prone homes within the Salem Village neighborhood.

RYAN HALE









ABOUT RYAN

YEARS OF EXPERIENCE: 9

EDUCATION: Bachelors of Science in Education - University of Arkansas

PROFESSIONAL AFFILIATIONS: Urban Land Institute NWA - Advisory Board, Bentonville Chamber of Commerce Board of Directors, Congress For New Urbanism - CNU 34 Local Host Committee (Tours)

LANESHIFT FOUNDER

RELEVANT EXPERIENCE

Arkansas Highway Safety Office - NWA Vulnerable Road User Safety Summit - Fayetteville, AR
The Arkansas Highway Safety Office engaged Laneshift to coordinate a summit for Vulnerable Road User Safety in northwest Arkansas. Ryan served as the project manager. He coordinated project planning and preparation, led bi-weekly project meetings with the client, and served as the master of ceremonies during the summit, which drew over 150 people from multiple states and organizations.

Active Transportation Academy - Bentonville, AR
Served as the lead facilitator for 20 Active Transportation Academies to teach participants about connected communities through active transportation. The program included engaging workshops, in-the-field learning, and a final capstone project that shows evidence of program application. Participants explore multiple projects and meet with stakeholders to learn, in real time, how to increase connectivity.

Swift Creek Outdoor Hub Master Plan - Richmond, VA
Laneshift completed the Swift Creek Outdoor Hub Master Plan in Chesterfield County, VA. The planning process focused on creating a mountain bike-focused outdoor hub and adventure center adjacent to Pocahontas State Park; developing a plan to connect residents in Chesterfield County to the state park and the outdoor hub via active transportation infrastructure; and developing new trails within Pocahontas State Park. Ryan was the project manager and primary planner for the project.





RELEVANT EXPERIENCE

Metroplan Central Arkansas Benchmarking and Educational Tours- Little Rock, AR

Safe Streets Pilot Projects — Springdale, AR & Siloam Springs, AR

Move Fort Smith Active Transportation Plan — Fort Smith, AR

Razorback Regional Greenway — Northwest Arkansas*

Lake Atalanta Revitalization — Rogers, AR*

Coler Mountain Bike Preserve — Bentonville, AR*

Multi-Use Trail Development - Markham Hill — Fayetteville, AR

Railyard Loop — Rogers, AR*

Capital Area Active Transportation Plan — Jefferson City, Cole & Callaway Counties, MO

Back Forty Trail System — Bella Vista, AR*

Dirt 66, Trails and Connectivity Plan — Springfield, MO

RYAN'S EXPERTISE

Laneshift was founded in 2017 by Ryan Hale. Before this, Ryan worked for over five years at the center of Northwest Arkansas' bike and pedestrian network growth as a staff member for the Walton Family Foundation. Through projects like the development of the Razorback Regional Greenway, the Back 40 mountain biking trail system in Bella Vista, and Lake Atalanta in Rogers, AR, Ryan gained valuable experience in the implementation of a robust bike and pedestrian system that continues to grow in size and connectivity.

ADDITIONAL NOTABLE ACCOMPLISHMENTS

Former Community Banker

5+ years with the Walton Family Foundation as lead program officer for the development of bike and pedestrian infrastructure in the Home Region

Team Captain-University of Arkansas Razorbacks -1998 Football

Member of New York Giants-1999-2000-NFC Champions & Superbowl 35

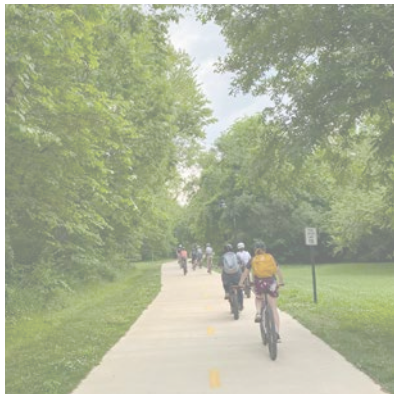
**Indicates work performed during previous employment*

JOCELYNN CROWTHER P.E.









ABOUT JOCELYNN

YEARS OF EXPERIENCE: 11

EDUCATION: Master of Science in Civil & Environmental Engineering, Brigham Young University, Bachelor of Science in Civil & Environmental Engineering, Brigham Young University

LICENSURE: Licensed Professional Engineer in Utah

Licensed Professional Engineer in Arkansas

Licensed Professional Engineer in Missouri

PROFESSIONAL AFFILIATIONS: Urban Land Institute NWA - Advisory Board, Bentonville Chamber of Commerce Board of Directors, Congress For New Urbanism - CNU 34 Local Host Committee (Tours)

SENIOR PROJECT ENGINEER

RELEVANT EXPERIENCE

Active Transportation Network Plan-Willard, MO
Jocelynn was a contributor to this planning process through developing design guidelines for Active transportation facilities and in identifying new opportunities for connectivity throughout the city. Jocelynn also supported in public engagement.

Capital Area Active Transportation Plan - Jefferson City, Cole & Callaway Counties, MO
Jocelynn provided insights on active transportation infrastructure in this planning process by helping to assess existing trails and connectivity and in developing new opportunities for infrastructure across the region.

Community Foundation of the Lake Trails + Connectivity Plan - Osage Beach, MO
Jocelynn provided network planning services for the trails and connectivity plan at the Lake of the Ozarks. The bike and pedestrian infrastructure links important amenities and services for residents and visitors.

Move Fort Smith Active Transportation Plan - Fort Smith, AR
Jocelynn provided network planning services for the citywide active transportation master plan to provide accessibility for all ages and abilities.





RELEVANT EXPERIENCE

Active Transportation Academy
Jocelynn is a facilitator for the Active Transportation academy and focuses on providing training and resources related to the design of safe, comfortable and connected infrastructure for people to walk, bike roll and run.

Utah Active Transportation Implementation Academy- Salt Lake City, Utah
Jocelynn is lead facilitator in this professional development program which is training a cohort group of elected officials, city staffers and community stakeholders. Jocelynn is leading the design modules and is focused on teaching about vulnerable road user safety and the integration of the safe system approach.

Turkey Mountain Mobility Support-Tulsa, OK
Jocelynn led the development of conceptual designs focused on improving the safety of bicycle riders and pedestrians within the Turkey Mountain outdoor area in Tulsa, OK.

JOCELYNN'S EXPERTISE

Jocelynn studied civil and environmental engineering and received both a bachelor's and master's degree at Brigham Young University. Jocelynn's mother introduced her to bike riding when she was in high school, and they enjoyed riding along the country roads while avoiding puncture vine. She kept up riding on trails in Utah Valley and introduced her husband, Nathan, to the joy of riding before they moved to NWA in 2017. Jocelynn and Nathan have three sons who are seven, four, and two years old. Jocelynn joined Laneshift as an engineering consultant in 2022 and is adding her experience with municipal engineering, project design and construction, and active transportation projects to the team.

JANE ZIEGLER AICP, CNU-A









ABOUT JANE

YEARS OF EXPERIENCE: 10

EDUCATION: Bachelor of Arts - University of San Diego, Master of Arts - Middlebury Institute of International Studies, Master of Business Administration - Oklahoma State University, Tulsa

CERTIFIED PLANNER: AICP# 399053

PROFESSIONAL AFFILIATIONS:
American Planning Association - Oklahoma Chapter, American Institute of Certified Planners, Congress for the New Urbanism - Accredited

ACTIVE TRANSPORTATION PROGRAM MANAGER

RELEVANT EXPERIENCE

City of Willard Active Transportation Network Plan — Willard, MO
Jane worked with the City of Willard to achieve public outreach goals for the plan. This consisted of identifying and attending events that would attract residents of differing perspectives. At the public outreach events, Jane listened to the safety concerns of the residents and worked with them to identify hot spots of concern and to prioritize projects. In addition, Jane also reviewed Willard's municipal codes and suggested additions and changes to codes that would create a safer public right-of-way.

Gentry Trails & Connectivity Master Plan — Gentry, AR
Jane assisted with facilitation of progress meetings and presentations. In addition, she conducted an in-depth desktop survey of the city's current pedestrian and bicycle infrastructure to assess current connectivity. Jane worked with the Laneshift team to create a plan that would improve connectivity through and within Gentry and how to overcome physical barriers.

INCOG GO Plan — Tulsa Region, OK*
In a previous role, Jane worked with local jurisdictions to implement the GO Plan. Working with stakeholders and local governments, Jane reviewed plans and continually researched and kept informed about best practices for bicycle/pedestrian infrastructure. Understanding political sensitivities and community norms was important to implementing specific projects.





RELEVANT EXPERIENCE

INCOG SS4A Implementation Project — Tulsa Region, OK*
Jane worked with Communications and GIS departments to create a public facing website for public input for INCOG's SS4A implementation project. This included creating content for separate web pages for six communities that were a part of the grant. It also included creating a public outreach plan for the MPO.

RAISE Project- Tulsa-Jenks Multi-Modal Safety Project — Tulsa, OK*
This was a multi-jurisdictional bicycle-pedestrian project that included facilitation and communication between local governments. Jane followed 2 CFR Part 200 to write the contract and complete FHWA's budget template. In addition, Jane defined the quantitative project metrics.

Travel with Care Tulsa — Tulsa, OK*
Jane managed the multifaceted public safety campaign, Travel With Care Tulsa. This included working with PR/Marketing forms to create a social media campaign. As part of the campaign, Jane managed booths at public events where she had appropriately aged materials for children and adults. She also worked with local artists to create public art that centered around vulnerable road users.

JANE'S EXPERTISE

Jane brings a decade of experience in creating safe and healthy transportation methods and spaces for all users. She is interested in the community context and various uses for the public right-of-way, including transportation system design for different types of users. Jane has worked with local governments to implement on-street bicycle infrastructure and create a region-wide multi-faceted safety campaign. She has also successfully written and managed grants for nonprofits and state and local governments. Through this experience, she has gained stakeholder coordination, team-building, and communication skills to create vital transportation solutions. Jane is AICP and CNU-A certified.

**Indicates work performed during previous employment*

This page intentionally left blank



02

EXPERIENCE + REFERENCES


Crafton Tull
LANESHIFT

PROJECT EXPERIENCE

On the following pages, you will see a variety of similar experience completed by **Crafton Tull** and **Laneshift**. Crafton Tull has provided plans for several municipalities throughout Arkansas and across the region. Laneshift has worked with many of those same entities and others throughout the region and nation to provide professional development and public engagement as it relates to active transportation. The following sample of active transportation experience showcases Crafton Tull and Laneshift's individual projects as well as those the entities have worked on together.





RECORD OF ACTIVE TRANSPORTATION PLANNING SUCCESS

The Crafton Tull Planning Team has been recognized for its work on a variety of project types. The following is a selection of some of these planning awards.

#MySearcy Community Plans
Active Transportation, Parks System, Infrastructure study
Searcy, AR

- 2025 ACEC Arkansas Excellence in Engineering Award
- 2024 APA Arkansas Plan of the Year
- 2024 APA Arkansas Outstanding Community Engagement

Central Arkansas Regional Greenways Plan
Pulaski, Faulkner, Saline, and Lonoke counties

- 2023 APA Arkansas Plan of the Year Award
- 2024 ACEC National Recognition Award

US Bicycle Route 80 Feasibility Study
Little Rock to West Memphis, AR

- 2023 Central States ASLA Merit Award in Analysis & Planning
- 2021 APA Arkansas Achievement in Comprehensive Design Award

Hillsboro Gateway Redevelopment Plan
El Dorado, AR

- 2018 APA Arkansas Achievement in Urban Design Award
- 2019 ACEC Arkansas Engineering Excellence Award

Batesville Bicycle and Pedestrian Master Plan
Batesville, Arkansas

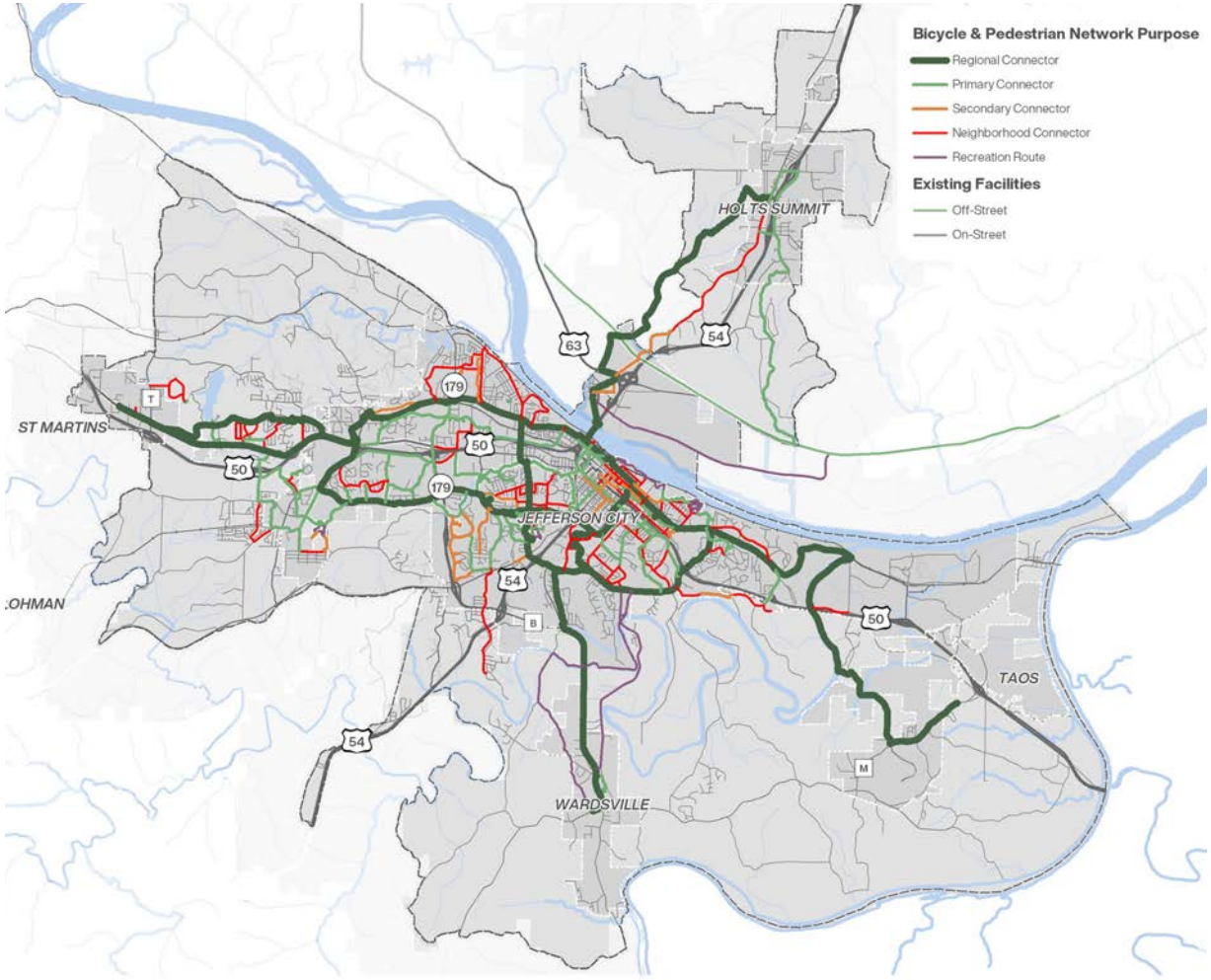
- 2018 Engineering Excellence Award, Special Projects, American Council of Engineering Companies, Arkansas Chapter
- 2018 People's Choice Award, American Council of Engineering Companies, Arkansas Chapter

Arkansas Statewide Bicycle and Pedestrian Transportation Plan
Arkansas

- 2016 Arkansas APA Achievement in Comprehensive Plan Development Award

CAPITAL AREA ACTIVE TRANSPORTATION PLAN

JEFFERSON CITY AREA, MISSOURI







Crafton Tull was contracted by the Capital Area Metropolitan Planning Organization (CAMPO) to complete an active transportation plan for Cole and Callaway Counties, Jefferson City, Holts Summit, St. Martins, Wardsville, and Taos. Separately, Laneshift was contracted to support public engagement. The project, adopted in 2024, utilizes GIS data, existing conditions evaluation, and public input to develop a bicycle and pedestrian network with an implementation plan identifying short-, medium- and long-term projects, as well as a methodology for project prioritization, and general opinions of probable cost.

As a part of the public engagement phase of the project, Crafton Tull worked with CAMPO to present two multi-day public workshops inviting community members to provide their insight regarding active mobility desires and needs in the area. Crafton Tull also hosted a booth at Jefferson City's Living Windows holiday event where residents were invited to share input on the draft active transportation network, guide implementation priorities, and interact with a project website with further engagement opportunities. Additionally, the Crafton Tull team worked with Laneshift to lead walk audits throughout the city to familiarize stakeholders with the critical active transportation infrastructure needs of the area.

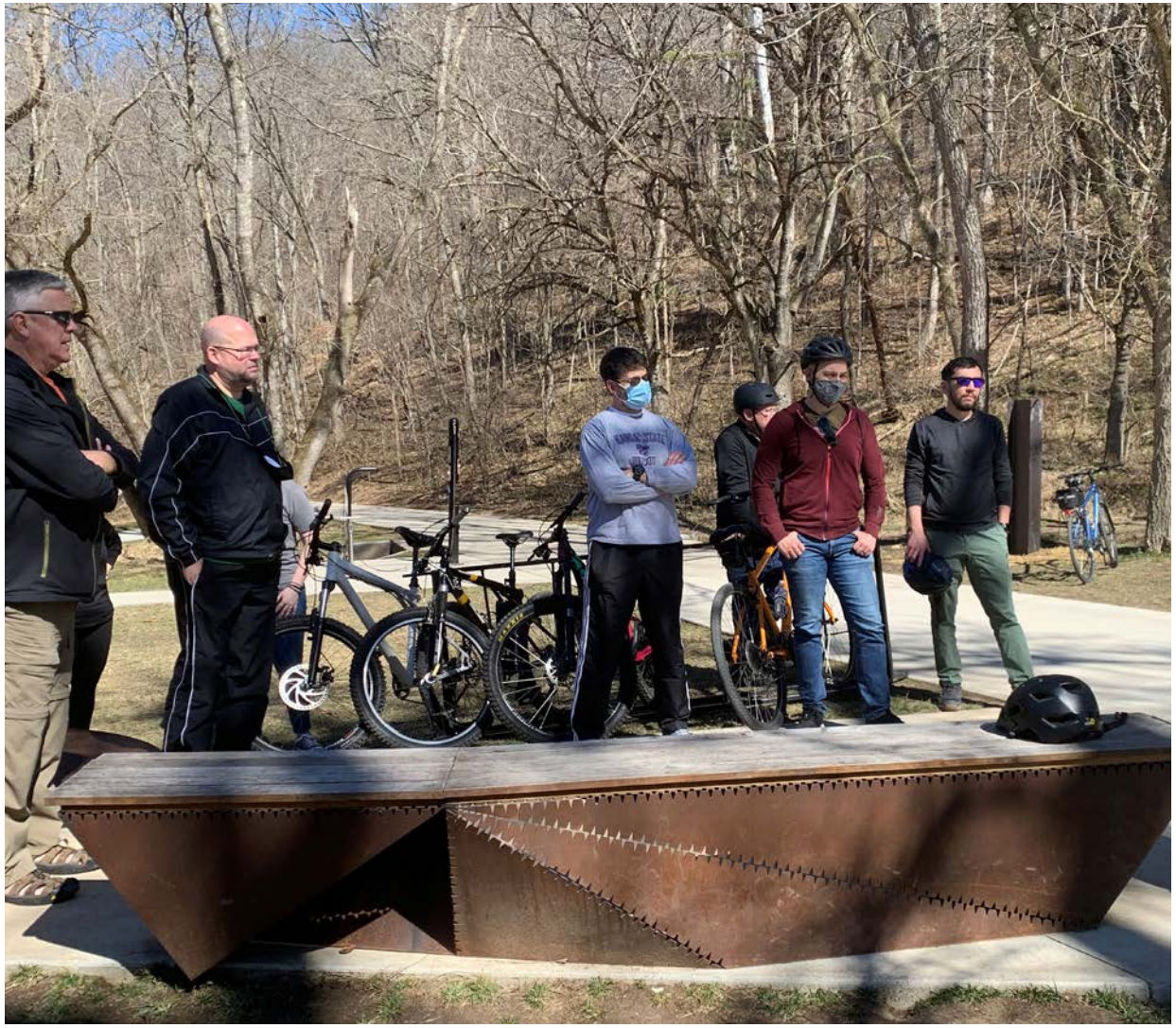






JOPLIN CONNECTED PLAN

JOPLIN, MISSOURI













Laneshift joined the consultant team lead by Olsson in the completion of the "Joplin Connected" active transportation plan in 2022. Laneshift supported the planning process through facilitation of the steering committee and stakeholders in the development of the project purpose statement and guiding principles. Laneshift also hosted two biking workshops in NWA which helped the steering committee and stakeholders to benchmark the active transportation infrastructure and culture in NWA. Finally, Laneshift also hosted lunch and learn workshops and webinars which provided participants knowledge of the benefits of active transportation as well as elements of building safe, comfortable and connected infrastructure and a welcoming, accessible and encouraging culture for people who walk, bike, roll and run. Laneshift's work and contribution to the 2022 planning process has equipped them with a deep understanding of the community which will be leveraged in updating the JATSO Active Transportation plan, if selected.







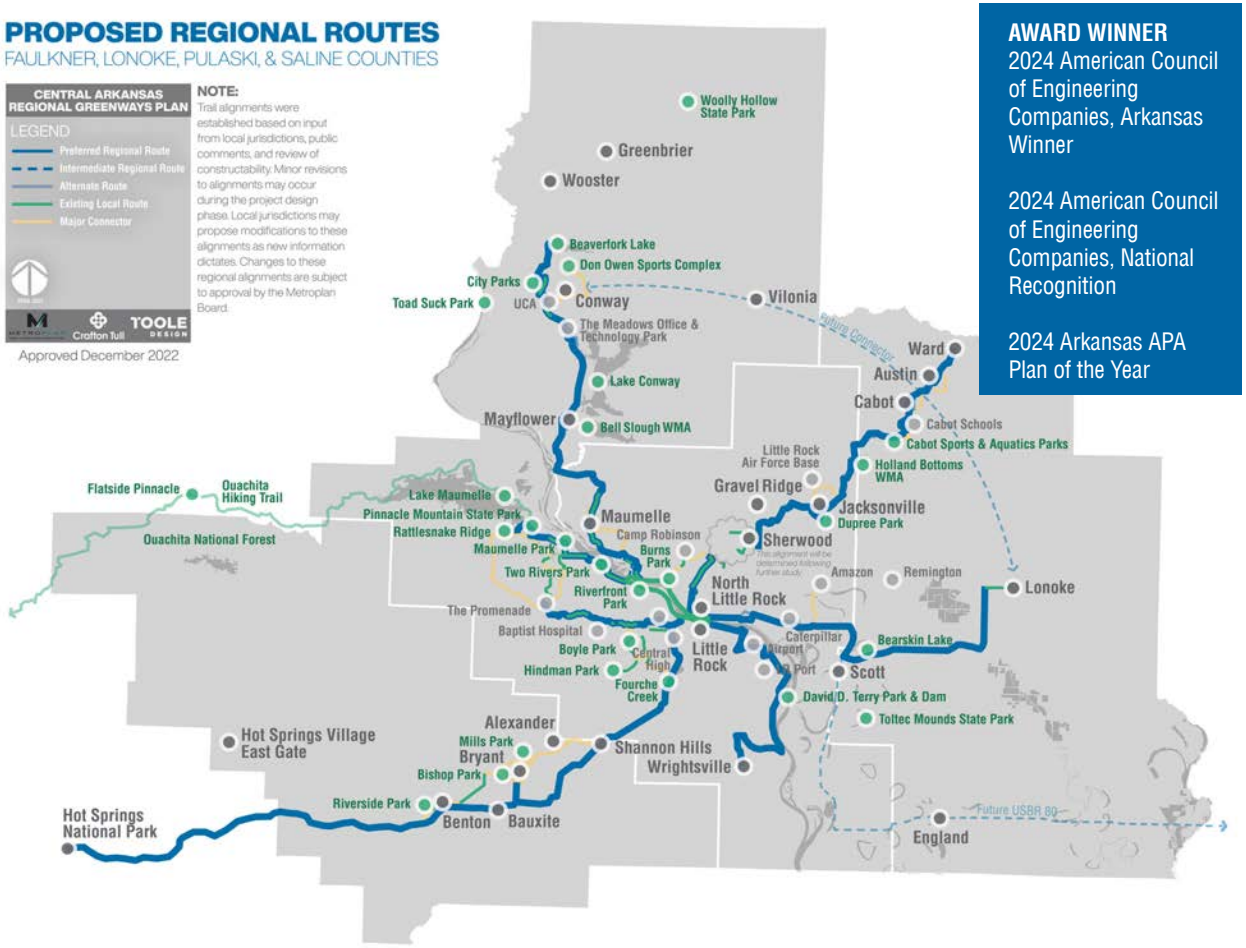


Laneshift contracted with the City of Willard, MO in 2025 to complete an active transportation network plan. The plan's focus was to identify opportunities to further connect Willard though native transportation facilities such as shared paved paths, side paths, on-street bicycle and strategic sidewalk connections. This planning process is complete and the City is reviewing and gearing up for presentation to City council for the adoption of the plan.

Laneshift's work on this plan included meeting with a project steering committee who offered incremental feedback on the plan and process and helped develop a purpose statement and guiding principles for the project. Laneshift conducted focus groups, developed an online public survey and facilitated strategic public engagement through existing community events such as a community tailgate at a high school football game and a community trunk or treat event.

The planning document includes a proposed active transportation network plan, facility design guidelines, recommendations on policy revisions as well as a prioritization of proposed facilities.

CENTRAL ARKANSAS REGIONAL GREENWAYS PLAN PULASKI, FAULKNER, LONOKE, AND SALINE COUNTIES



AWARD WINNER
2024 American Council of Engineering Companies, Arkansas Winner

2024 American Council of Engineering Companies, National Recognition

2024 Arkansas APA Plan of the Year









Crafton Tull began the master plan for the Central Arkansas Regional Greenway system in 2021. In February 2020, Metroplan committed $55 million over 10 years toward the implementation of a regional pathways network connecting Pulaski, Saline, Faulkner, and Lonoke counties (population: 720,054). The project identifies routes, establishes design criteria, and prioritizes investments based on public input.

The Central Arkansas Regional Greenways Plan is comprised of six greenway "corridors." The complex nature of such a vast project addresses topics such as transportation, health, wellness, access to transit, economic development, and quality of life. In addition to assembling a steering committee that accurately reflects said values, the Crafton Tull team coordinated every aspect of the regional project, including interfacing with Metroplan staff regarding routes, design standards, implementation, gathering survey information from the public regarding bicycle and pedestrian infrastructure sentiments, and facilitating steering committee meetings, workshops, and virtual public open houses. Performing these tasks during various surges in the COVID-19 pandemic proved challenging, yet the team continues to collaborate with the client and stakeholders to deliver a wholly-formed, comprehensive network of regional routes. The master plan was adopted in 2023.

SEARCY ACTIVE TRANSPORTATION PLAN + RAISE GRANT APPLICATION

SEARCY, ARKANSAS

Crafton Tull was commissioned by the City of Searcy to complete an Active Transportation Plan, Infrastructure Plan, and Parks System Master Plan simultaneously, led by input from the public, community stakeholders and partners, as well as three steering committees. The proposed bicycle and pedestrian network will expand the reach of the city's current greenway trail and connect residents and visitors to downtown, Harding University, parks, schools, and many other important destinations and activity centers.

The city's current road network is predominately east/west, with few major north/south thoroughfares. The Active Transportation Plan will provide more north-south bicycle and pedestrian routes in addition to the east west routes that follow vehicular corridors, with an emphasis on separated bicycle and pedestrian facilities reflecting the desires of the community. Although the plan was formally adopted by







AWARD WINNER
2025 American Council of Engineering Companies, Arkansas Winner

2024 APA Arkansas Plan of the Year

2024 APA Arkansas Outstanding Community Engagement

City Council in August of 2024, the integration of the Active Transportation Plan with the Park System Master Plan and Infrastructure Plan will ensure that the recommendations account for all aspects of public infrastructure opportunities within the built environment.

In November of 2023, Crafton Tull was hired to assist the City with the development of a RAISE grant application for funding to complete the design, planning analysis, and final community engagement for a 15.5-mile trail expansion. The application was successful and in 2024, Searcy was awarded $4.2 million in Federal RAISE planning funds. In March of the same year, citizens voted to pass a $110 million bond project that will fund a state-of-the-art sports park, community center, and aquatics center, demonstrating the alignment of public interest and their willingness to support the project.





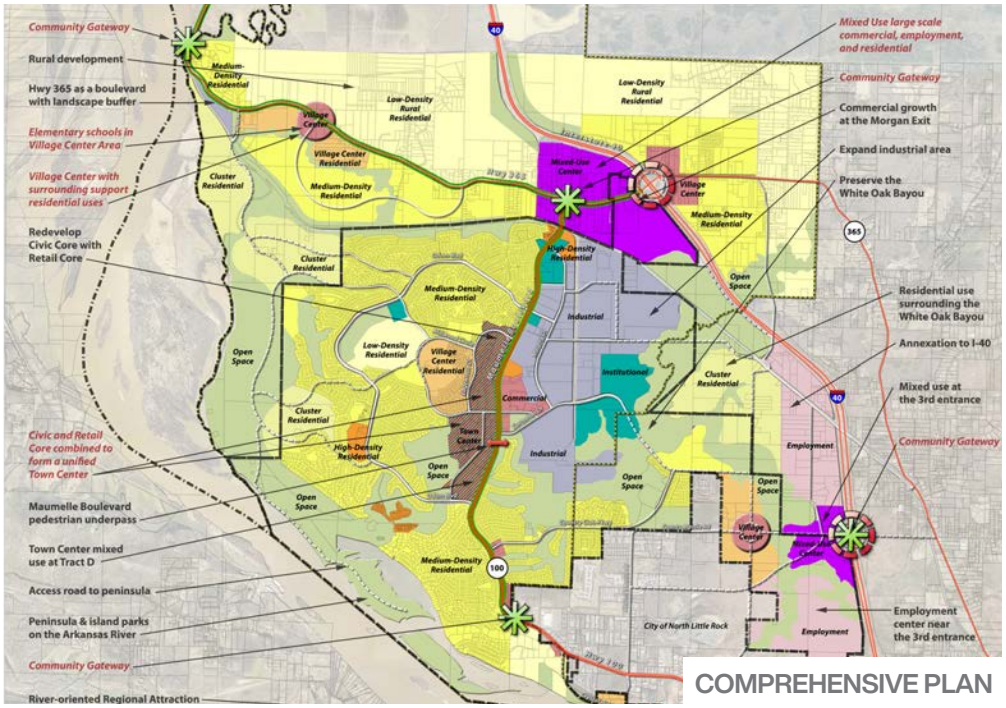




MAUMELLE ACTIVE TRANSPORTATION + COMMUNITY PLANS

MAUMELLE, ARKANSAS

Originally a planned community, Maumelle, Arkansas was incorporated in June of 1985. Under leadership from Jesse P. Odom, Maumelle began with $45 million in funds from the U.S. Department of Housing and Urban Development to build a modern town with a 1,021-acre industrial park, amenities, and even affordable housing. As a relatively young city, Maumelle has received assistance from Crafton Tull and Ricker Cunningham in developing growth management and community facility policies since the development of the Maumelle FORWARD comprehensive plan in 2012. The plan is a community-based visioning and policy document considering land use, community character, economic development, infill and redevelopment, transportation, recreation and open space, and sustainability over the next twenty years. Through input from public meetings, a community survey, and the plan steering committee, the



COMPREHENSIVE PLAN



SMALL AREA PLAN



CLUB MANOR CORRIDOR PLAN

team developed vision and goals and alternative scenarios for the future. These scenarios were measured by community values, physical form, growth and expansion, and fiscal impacts. A framework plan was developed from the results of the public's scenario preferences, which guided the development of an action plan with implementation strategies, funding mechanisms and incentives, and fiscal considerations.

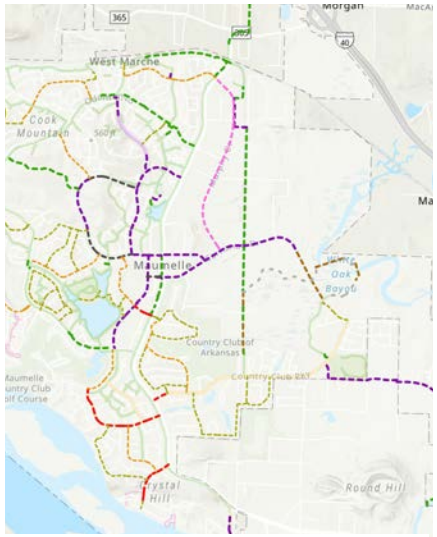
Over the last eleven years, Crafton Tull has assisted the City in implementing numerous studies, plans, and built projects as a result of the comprehensive plan. The 2023 Active Transportation Plan laid the groundwork for Maumelle to become one of the most sustainable and transportation-resilient community in Arkansas. Throughout a week-long charrette, citizens expressed overwhelming support to expand its existing 26-mile network of trails to 46 miles, connecting schools, stores, parks and neighborhood centers, giving residents the freedom to explore their community the way they want. The plan also includes strategies for facilitating tourism, specifically to experience the proposed White Oak Bayou Trail highlighting Maumelle's most expansive wetland and important asset for preservation, all the while showcasing local natural beauty and wildlife.

As a result of the Central Arkansas Regional Greenways plan, Club Manor Drive will be the central location for the Northwest Corridor, a trail connecting Maumelle north to Conway and South to North Little Rock. The Club Manor Corridor Study has led to the reimagining of Maumelle's best candidate for a "Main Street," with the final design by Crafton Tull including a paved trail along the roadway to provide tourists and visitors alike ease of access to multiple community destinations. The provisions for active mobility will connect users to parks, schools, grocery stores, restaurants, and the community center as well as public services, creating new routes that will eventually lead to getting more cars off the road and more children walking and biking to school. Crafton Tull also assisted Maumelle in the design of Gateway Park, a new class of park on the north end of Club Manor with sustainable design components. When completed, Gateway Park will be a central gathering space for the community accessible by car, bike, and foot, with unique amenities such as a dedicated space for a farmer's market and stage for live music.



GATEWAY PARK MASTER PLAN





ACTIVE TRANSPORTATION PLAN

EL DORADO ACTIVE TRANSPORTATION + COMMUNITY PLANS

EL DORADO, ARKANSAS

Crafton Tull has partnered with the City of El Dorado on a series of interconnected projects to enhance active transportation, strengthen economic opportunities, and create a more connected, accessible community.

It began with a citywide bicycle and pedestrian master plan linking neighborhoods to destinations such as downtown, schools, employment centers and parks. Incorporating opportunities like the Union County water line easement and the Rock Island Railroad corridor, the plan outlines 17 miles of multi-use trails, 13 miles of bike lanes, 15.5 miles of sharrows, and targeted sidewalk and complete street improvements. The plan was guided by public input and presented feasible implementation strategies.

From this planning effort grew the need for a feasibility study for the Rock Island Railroad corridor, which was an important part of the proposed active transportation network. Crafton Tull examined the potential for a 54-mile trail from El Dorado, Arkansas, to Ruston, Louisiana, exploring the possibility of converting portions of the historic Rock Island Rail corridor into a multi-use trail, identifying phasing, funding opportunities and ways to celebrate local culture along the route.



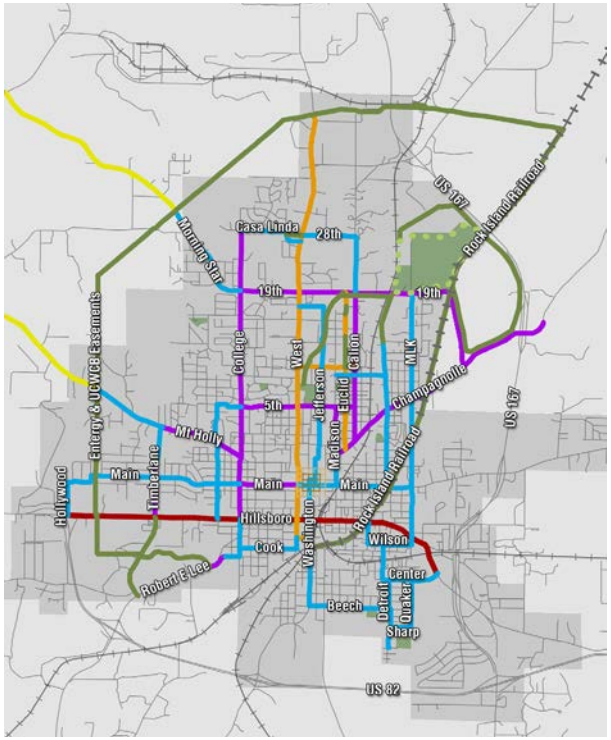


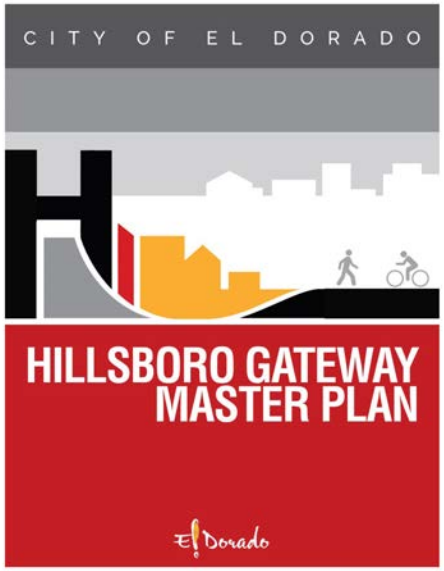










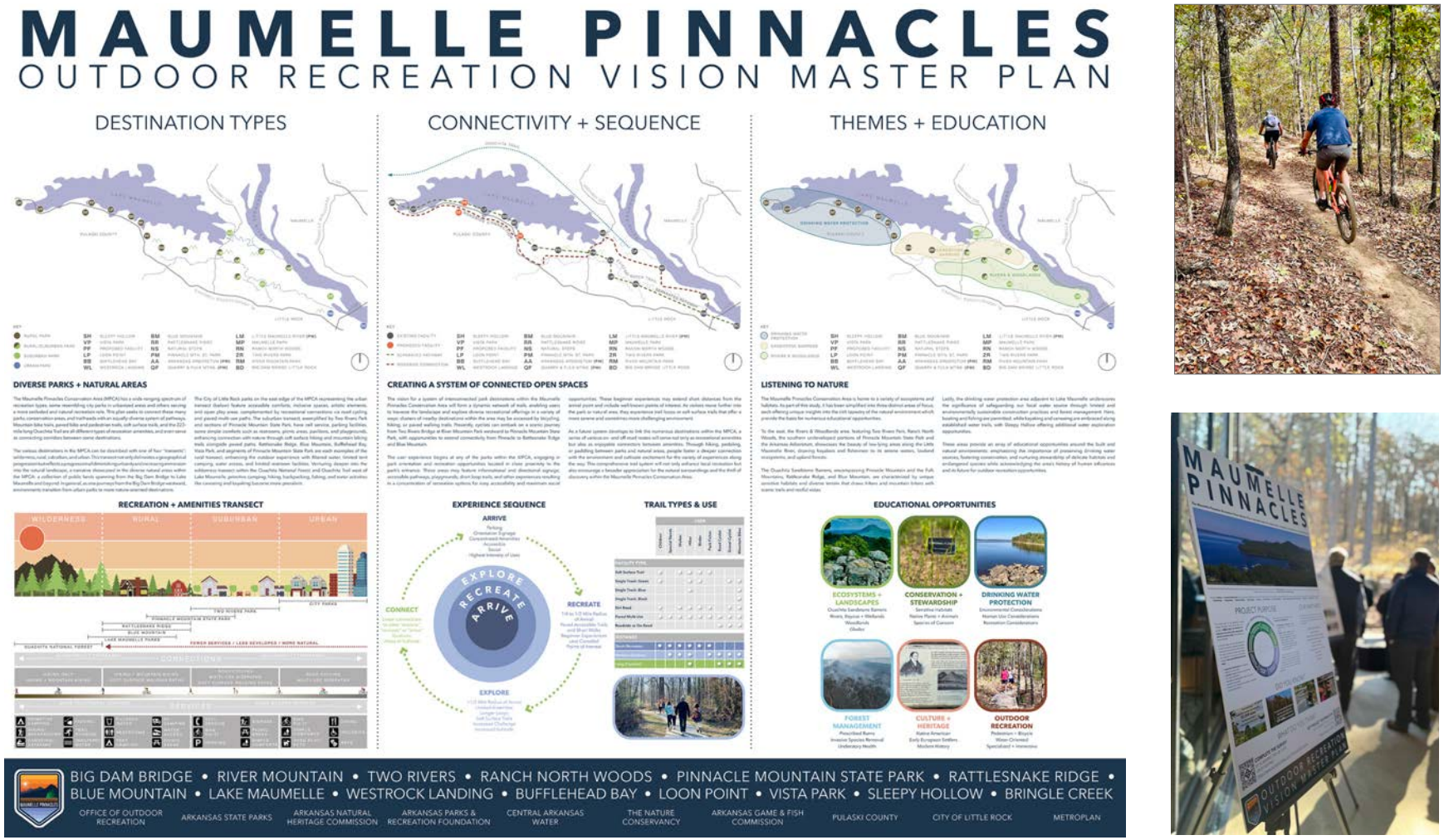




Within the city, Crafton Tull, in partnership with Toole Design Group, planned the revitalization of the US 82B corridor, incorporating complete streets principles, improving multimodal access, supporting business growth, and creating a gateway to downtown through the Hillsboro Gateway Master Plan. At the center of this plan is the transformation of Hillsboro Street into a pedestrian-friendly entrance to the Murphy Arts District, featuring roundabouts, a sidepath, sidewalks and improved lighting. ARDOT is investing $26 million in the project, with the City contributing the remainder. These efforts, led by the Crafton Tull engineering department, will remove the street from the Arkansas highway network and be maintained by the City once the vision is fully constructed.

MAUMELLE PINNACLES OUTDOOR RECREATION MASTER PLAN

PULASKI & PERRY COUNTIES, ARKANSAS



The Maumelle Pinnacles Conservation Area is located in western Little Rock and stretches into western Pulaski County. With rich natural landscape ripe for both conservation and recreation, the area is easily accessible to a large metropolitan region. The plan provided specific strategies for bringing nature into urbanized areas in Little Rock's jurisdiction, as well as enhancing conservation and recreation opportunities to draw diverse visitors from urbanized areas into the natural realm.

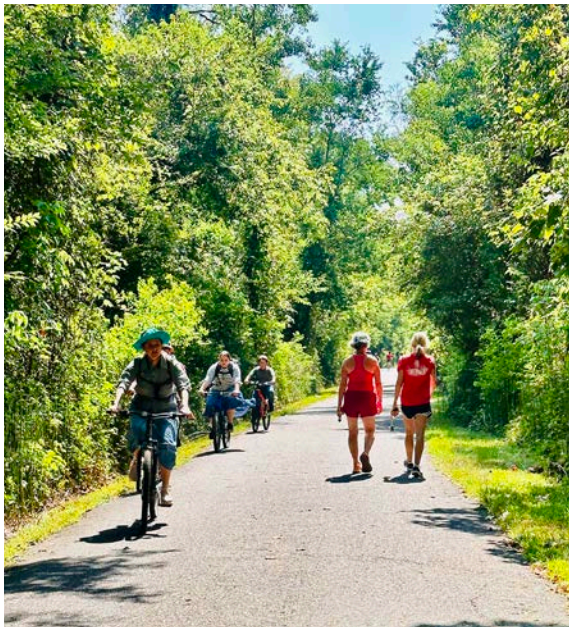
In Phase 2 of the project Crafton Tull will provide detailed wayfinding considerations to orient users on foot, bike, or watercraft to the many exciting destinations in the area.

Crafton Tull was commissioned for a multi-year contract to envision, plan, design and provide construction administration for outdoor recreation amenities and connectivity within the Maumelle Pinnacles Conservation Area, a 55,000-acre study area encompassing parks and natural areas from Big Dam Bridge in Little Rock westward to Lake Maumelle and onward to Lake Sylvia in Perry County. The project, currently in progress, leverages a multi-agency partnership of state, local, and non-profit organizations to garner public input, assess recreation gaps, and outlay projects that will connect and enhance a wide variety of recreation experiences throughout the project area. Walking, hiking, biking, paddling, boating, hunting, fishing, birding, rock climbing, and gathering are among the recreation types offered within the area and planned for expansion and enhancement.

Project partners include the Arkansas Office of Outdoor Recreation, Arkansas State Parks, Arkansas Parks & Recreation Foundation, Arkansas Natural Heritage Commission, Central Arkansas Water, The Nature Conservancy, Arkansas Game & Fish Commission, Pulaski County, City of Little Rock, and Metroplan. The project seeks to preserve important habitats, protect the local drinking water supply, promote ecosystem management, encourage stewardship, promote education and advocacy, provide equitable access, engage the community, and provide quality user experiences in outdoor recreation.

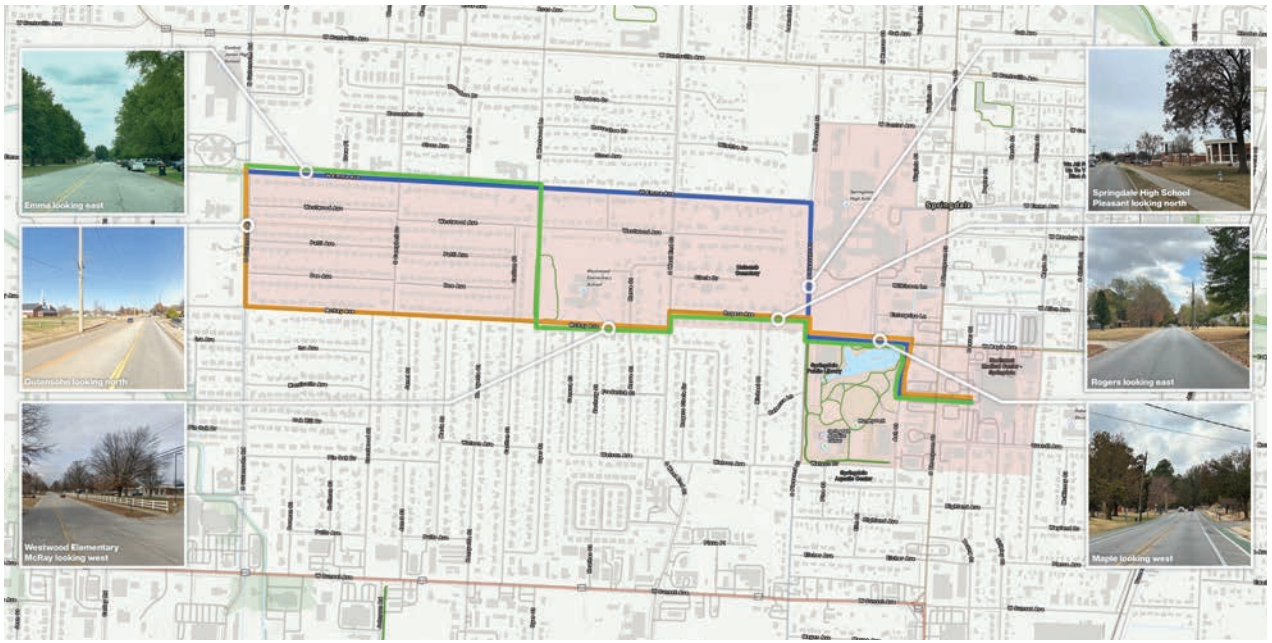


Photo Credit: Joshua Kwekel



SPRINGDALE TRAIL FEASIBILITY STUDY

SPRINGDALE, ARKANSAS





The Trail Feasibility Study explores routes for two east-west connections across the city that will connect destinations along the west side of I-49 to downtown and the Razorback Greenway, a 40-mile regional trail. Two study areas were identified for these connections: the northern study area encompasses 285 acres/miles of a built-out, 1960s-era residential neighborhood, an elementary school, Springdale High School, and Murphy Park: home to the Springdale Public Library, Springdale Aquatics Center, and Archer Learning Center. The southern study area is comprised of 850 acres of agricultural land, sporadic 1970s to early 2000s residential developments, an elementary school, middle school, junior high school, private school, Randall Tyson Recreational Complex, Springdale Recreation Center, and the Tyson Foods corporate offices.





The feasibility study analyzed factors within the built environment, infrastructure, and natural environment that impact the suitability of active transportation facilities, then provided alternatives within each of the study areas for potential alignments as well as bicycle and pedestrian facility types. Each alternative was scored based on a variety of quantitative and qualitative factors and included comparative planning-level cost estimates. The project included two public meetings, a public survey, and a website to gather input such as desired routes and destinations as well as preferences regarding proposed route alternatives.

The project is currently in plan development stages and will include a desktop environmental review to identify permitting requirements, refined planning level cost estimates, and implementation strategies.



CENTRAL ARKANSAS SAFETY ACTION PLAN (SS4A) CENTRAL ARKANSAS





Crafton Tull and Laneshift served as local subconsultants to the Kimley-Horn team in the development of the Central Arkansas Regional Comprehensive Safety Action Plan, a federally funded initiative aimed at reducing and eliminating serious injury and fatal crashes throughout Central Arkansas. Funded by Metroplan through the Federal Highway Administration's Safe Streets and Roads for All (SS4A) program, the plan focuses on improving safety for all roadway users, including drivers, cyclists, pedestrians, and individuals using mobility devices, and was driven largely by extensive public input across the region.





Crafton Tull and Laneshift both led a comprehensive public and stakeholder engagement effort across the four-county project area. Crafton Tull managed broad-based outreach efforts, including attending festivals, and community events, coordinating radio advertisements and interviews, administering an online survey, and implementing an interactive mapping tool to gather input from residents. Laneshift complemented these efforts by facilitating Active Transportation Workshops and walk audits in seven Central Arkansas communities, coordinating closely with city staff and Metroplan to organize venues, routes, agendas, and logistics.

Following the walk audits, Laneshift prepared detailed documentation summarizing observations and identifying opportunities to improve infrastructure with a focus on vulnerable road user safety. The combined efforts of Crafton Tull and Laneshift ensured that community perspectives were central to the planning process, resulting in a data-informed, community-driven safety action plan that reflects local priorities and supports safer transportation outcomes across Central Arkansas.







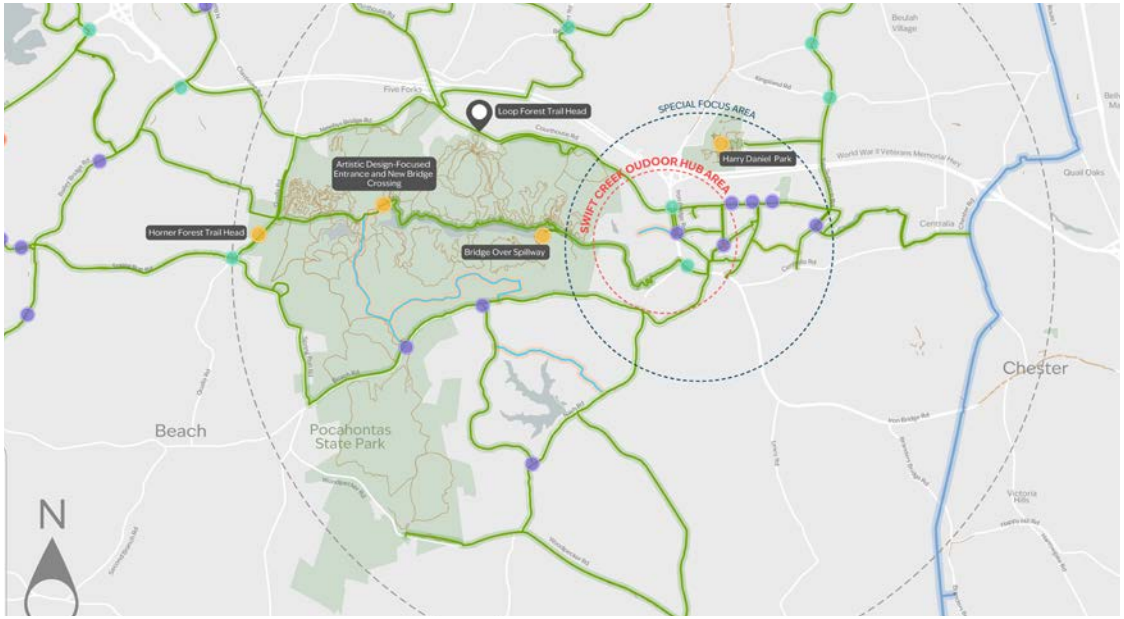
SWIFT CREEK OUTDOOR HUB MASTER PLAN RICHMOND, VIRGINIA



Laneshift served as the prime consultant for the Swift Creek Outdoor Hub Master Plan in Chesterfield County, Virginia, leading a comprehensive planning effort to envision and advance a mountain bike focused outdoor hub and adventure center adjacent to Pocahontas State Park. The planning process centered on creating a destination that supports outdoor recreation while strengthening connections between county residents, the state park, and the proposed hub through a coordinated active transportation network. The project also included planning for new trail development within Pocahontas State Park to enhance access and user experience.

Laneshift's scope of work included developing a criteria-based matrix to evaluate and rank potential locations for the outdoor hub, as well as reviewing existing city and county bicycle and pedestrian plans to identify opportunities for coordination and potential amendments. The team developed a proposed active transportation network designed to serve residents living within five miles of Pocahontas State Park, enabling safe and comfortable walking and biking access to the hub. Laneshift facilitated extensive stakeholder engagement with Chesterfield County staff, VDOT, the Department of Conservation and Recreation, and key user groups, and delivered a final master plan that included conceptual designs, planned amenities and features, trail and transportation connections, and detailed maintenance and funding strategies.





UTAH ACTIVE TRANSPORTATION IMPLEMENTATION ACADEMY

SALT LAKE CITY, UTAH



The Metropolitan Planning Organization for the Salt Lake City, Utah region recently selected and contracted with Laneshift to facilitate the Utah Active Transportation Implementation Academy. The UATIA is a hybrid professional development course that will include in-person sessions in the Salt Lake City area as well as online learning. The course includes 6 modules as well as a capstone project and is designed for stakeholders who are focused on developing deeper knowledge of how to implement active transportation within their community. The course curriculum is designed to maximize learning but is phased over 9 weeks to facilitate integration into the professionals' busy schedules.

The ATIA will include 15-20 participants in the initial cohort. The project involves strategic partnerships with the Mountainland Association of Governments and the Utah Department of Transportation.





ADDITIONAL ACTIVE TRANSPORTATION PLANS

ARKANSAS BICYCLE AND PEDESTRIAN TRANSPORTATION PLAN

Crafton Tull provided support as a sub-consultant to Toole Design Group on the Arkansas Statewide Bicycle & Pedestrian Plan as commissioned by the Arkansas Highway Transportation Department (AHTD) in association with other state agencies. The plan's objectives were to establish policies to empower state agencies, local governments and public interest groups, develop a bicycle and pedestrian program in Arkansas, guide more effective use of federal funding, review and update bicycle and pedestrian accommodation policies, roadway design standards and maintenance policies. Additionally, the plan established a statewide bikeway network, developed marketing strategies and coordinated partnerships that will enable the state and local communities to realize the economic benefits of a robust bicycle tourism industry.





PULASKI COUNTY PEDESTRIAN AND BICYCLE TRAILS MASTER PLAN

Crafton Tull was hired by Pulaski County in 2024 to update the county-wide bicycle and pedestrian master plan that our staff completed in 2006. The primary focus of Phase One was to coordinate with cities and agencies to collect existing and planned bicycle and pedestrian infrastructure for Central Arkansas. After this data was compiled in GIS, a trip generator assessment was developed to analyze walk-sheds and bike-sheds around common trip generators to provide an understanding of gaps in the existing and planned active transportation network and to assist with future infrastructure recommendations. The exercise illuminated the need for active transportation infrastructure that will act as network spines to the north and south to connect to the Arkansas River Trail, the planned Southwest Trail, and the future Southeast Trail toward Jefferson County. Phase Two of the plan's update focuses on future facilities between cities within unincorporated areas of the county to create full connectivity of bicycle and pedestrian networks regardless of jurisdictional lines.

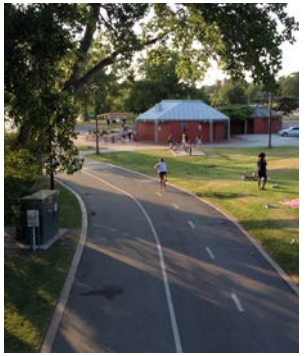


TULSA REGION BICYCLE AND PEDESTRIAN MASTER PLAN

Crafton Tull partnered with Toole Design Group for this Bicycle/Pedestrian Master Plan, which provides a comprehensive regional plan for pedestrian and bicycle improvements. The plan promotes connectivity to the existing regional trail network using on-street treatments, improvements to pedestrian and bicycle safety, a more strategic approach to competing for pedestrian and bicycle funding, and the identification of barriers with solutions for residents to safely access destinations using walking or bicycling modes within the Tulsa region.



Rendering by Toole Design Group



BENTONVILLE BICYCLE & PEDESTRIAN MASTER PLAN

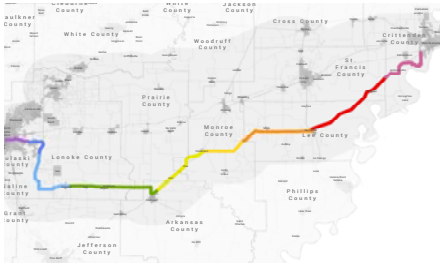
Crafton Tull worked with Toole Design Group to complete the Connecting Bentonville bicycle and pedestrian plan. The plan serves as a resource and guiding document for future implementation of local bicycle and pedestrian projects. Community engagement was essential in the creation of the Connecting Bentonville plan. Crafton Tull's role in the project centered around listening to the public as they shared their experiences, needs, and desires, which influenced the mobility strategies that will be essential for implementation of the Connecting Bentonville plan. Crafton Tull also led the investigation phase of the project, which included a review of existing plans, programs, and policies that may influence biking and walking. Crafton Tull assisted with the field assessment to determine network connectivity and accessibility, as well as the development of the network recommendations map.





US BICYCLE ROUTE 80 (EAST) FEASIBILITY STUDY

Crafton Tull was commissioned to complete a feasibility study for U.S. Bicycle Route 80 from Little Rock to West Memphis. The study was funded by the University of Arkansas for Medical Sciences and included technical support from Arkansas Department of Transportation and the Arkansas Department of Parks, Heritage, & Tourism. The USBR system is a national network of bicycle routes that connect urban and rural communities across the nation. The feasibility study evaluated two potential routes, and infrastructure and amenities along each route were scored. After extensive field verification by the planning team, the 165-mile southern route was chosen because it had communities spaced at intervals better suited to support bicycle tourism.





ADDITIONAL ACTIVE TRANSPORTATION PROJECTS

- Bicycle & Pedestrian Master Plan — Maumelle, AR; Searcy, AR; Bentonville, AR, team member; Stuttgart, AR; El Dorado, AR; Batesville, AR; Lonoke, AR; England, AR; Helena-West Helena, AR; Camden, AR; and Sherwood, AR
- US Bicycle Route 80 West Feasibility Study — Little Rock, AR to Fort Smith, AR
- Rock Island Greenway Feasibility Study — El Dorado, AR to Ruston, LA
- Pulaski County Pedestrian & Bicycle Trails Master Plan — Pulaski County, AR
- NWA Bicycle Infrastructure Plan — Northwest AR (team member)
- Hillsboro Gateway Corridor Plan — El Dorado, AR
- East Main Street Corridor Plan — Siloam Springs, AR
- Oak Street Bicycle & Pedestrian Improvements — Rogers, AR
- 12th Street Corridor Plan — Little Rock, AR
- Rogers Avenue Corridor Plan — Fort Smith, AR
- 12th Street Community Jump Start Improvements — Little Rock, AR
- Levy Community Jump Start Improvements — North Little Rock, AR
- Turtle Creek Trail, Northern Loop — Rogers, AR
- Stone Dam Creek Trail — UCA Campus / Conway, AR

ADDITIONAL ACTIVE TRANSPORTATION PLANS

NORTHWEST ARKANSAS BENCHMARKING TOUR

Laneshift led a Northwest Arkansas Benchmarking Tour in August 2025 for a group from North Carolina, with representatives from Triangle Trails Initiative, City of Raleigh, Town of Morrisville, Raleigh-Durham Airport Authority, Wake County, and Town of Cary. Over several days, the group explored how active transportation, trails, and outdoor recreation can serve as powerful catalysts for community and economic development. Participants examined the vital role that trails and active mobility play in placemaking and fostering connected communities. The tour combined hands-on experiential learning, on foot and on bike, across Bentonville, Rogers, and Fayetteville, AR. Throughout the experience, participants engaged with a variety of local stakeholders who shared insights on trail-oriented development and strategies for building a welcoming, accessible, and encouraging culture of activity. The Laneshift team led both the workshop discussions and the field sessions, coordinating all logistics for the group to ensure participants could fully focus on the learning experience."



NWA VULNERABLE ROAD USER SAFETY SUMMIT

The Vulnerable Road User Safety Summit is presented by the Arkansas State Police Highway Safety Office. The event promotes the safety of road non-motorists including pedestrians, bicycle riders, and individuals utilizing mobility devices, focusing on strategies to increase accessibility and safety.

Laneshift was hired to facilitate and coordinate the 2025 event, which included event planning, setup, teardown, and facilitation throughout the day. Tasks also included leading several panels, facilitating the discussions for the event, and coordinating a guided tour in Fayetteville to provide case studies for active transportation in the area. Prior to the event, our team developed and managed a website that served as a portal for event registration, sponsorship applications, and presenter applications. Laneshift also created social media posts in the form of digital flyers and a 45-second invitation video that promoted the summit.



SAFE STREETS PILOT PROGRAM

Laneshift worked with the Trailblazers to design and construct two safe street pilot projects simultaneously in Springdale, AR and Siloam Springs, AR. The project in Springdale saw the development of nearly one mile of new protected bike lanes that provided a safe, comfortable connection between downtown Springdale and neighborhoods to the west. The Siloam Springs project saw the development of a new "Bicycle Boulevard" which connected downtown Siloam Springs to several key destinations in the western part of town. Laneshift managed all aspects of the project, including stakeholder outreach, public input, design, installation, and evaluation. Both projects created safe and comfortable bicycle connections from the traditional downtowns to key destinations within the cities.



The project included:

- Developed design plans for both projects
- Conducted extensive stakeholder outreach for both projects (e.g., Chambers of Commerce, local businesses, libraries, and parks and recreation)
- Served as "general contractor" and handled the construction and all aspects of the installation
- Oversaw and coordinated all traffic counts
- Developed a final report containing key lessons learned and outlined key performance metrics
- Specified and sourced all materials

GENTRY TRAILS AND CONNECTIVITY MASTER PLAN - PHASE 1

The team has developed maps of existing and proposed facilities in the City of Gentry, including shared-use paved paths, strategic sidewalk connections, and on-street bicycle infrastructure where appropriate. Working in collaboration with the project steering committee and the community through public input sessions, the team is identifying safe connections for people walking, biking, or using mobility devices throughout the city.



An online community survey was also conducted to gather input on opportunities and challenges. By the end of this phase of the Trails & Connectivity Plan, the community will have a proposed active transportation network that includes planning-level cost estimates and project prioritization. The final report will be submitted to the city in November 2025.

CLIENT **REFERENCES**

Crafton Tull and Laneshift have led a variety of projects that are applicable to the scope of work presented in this request for proposals. The following contacts can speak to our performance on many of the projects showcased on earlier pages, as well as others.

CLIENT + POINT OF CONTACT	ADDRESS	PHONE	EMAIL	SERVICES PROVIDED
City of Searcy Richard Stafford Planning Director	401 W Arch Ave. Searcy, AR 72143	501-207-5731	Richard.stafford@cityofsearcy.org	Planning, Civil Engineering, Landscape Architecture
City of Jefferson David Bange, P.E. City Engineer	320 E. McCarty Street Jefferson City, MO 65101	573-634-6433	DBange@jeffersoncitymo.gov	Planning, Urban Design
City of Maumelle Caleb Norris Mayor	550 Edgewood Maumelle, AR 72113	501-851-2500	mayor@maumelle.org	Planning, Landscape Architecture, Urban Design, Civil Engineering
Metroplan Daniel Holland Transportation Planner/ Program Manager	501 West Markham Suite B Little Rock, AR 72201	501- 372-3300	dholland@metroplan.org	Planning, Civil Engineering









CLIENT **REFERENCES**

CLIENT + POINT OF CONTACT	ADDRESS	PHONE	EMAIL	SERVICES PROVIDED
Metroplan Casey Covington Executive Director	501 West Markham Suite B Little Rock, AR 72201	501- 372-3300	ccovington@metroplan.org	Walk audits, Benchmarking
Arkansas State Police Highway Safety Office Bridget White Director	One State Police Plaza Dr Little Rock, AR 72209	501-618-8136	bridget.white@asp.arkansas.gov	Project management and coordination of NWA Vulnerable Road User Safety Summit 2025
City Of Willard, MO Mike Ruesch Director of Planning & Development	224 W Jackson Willard, MO 65781	417-742-3033	planning@cityofwillard.org	Active Transportation Planning, Public Engagement
Northwest Arkansas Community College Alex Vasquez Chief of Staff	1 College Dr, Bentonville, AR 72712	479-659-2380	p3vasquez@nwacc.edu	Mobility planning and consulting on Campus Master Plan (Sub-Consultant)









This page intentionally left blank



03

METHODOLOGY


Crafton Tull
LANESHIFT

METHODOLOGY + SCOPE OF WORK

OVERVIEW

Crafton Tull's experience spans a wide range of scales in which bicycle and pedestrian facilities can be planned: statewide, multi-county, single-county, larger cities, mid-size cities, and small communities. We recognize that the approach and outcomes of bicycle and pedestrian plans change dramatically depending on the study area size, and the Crafton Tull team has the experience to address the needs of the JATSO region. We believe that we can strengthen that experience by adding expertise in education, cultural training, public engagement, and proven implementation strategies.

UNDERSTANDING

Active transportation can provide transportation, health, safety, accessibility, economic development, and tourism benefits. Realizing these benefits requires coordination beyond the infrastructure network itself. Implementing a proposed network and ultimately realizing increased usage of the proposed network involves a coordinated and strategic effort to develop safe, comfortable and connected bicycle and pedestrian infrastructure in concert with the development of a welcoming, accessible and encouraging culture for people who walk, bike roll, and run. Careful planning includes analysis and assessment of the region's land use and zoning to prepare communities and sites for trail-oriented development and other opportunities that increase density and access to the network. Building a culture of walking and biking requires listening to the public and integrating these perspectives into programs and solutions that can address barriers and support capitalizing on opportunities to increase usage and adoption. The first level of value that a bicycle and pedestrian facility adds to a community is connecting neighborhoods with major destinations. This provides safe, fun, and active trips which can increase health, quality of life, and accessibility. The second level of value occurs when such infrastructure informs future development, which is realized with the addition of new destinations along it. For this to occur, zoning and land use standards must be flexible to permit construction of creative "trail-oriented developments" such as food, entertainment, multi-family living, shopping, office spaces, and recreational amenities that build upon the rich experiences provided by the active transportation infrastructure. The city has a strong public transit provider in the Metro Area Public Transit System (MAPS) which includes on demand service as well as a fixed route called the Sunshine Trolley. This planning process will include strategies for how the proposed active transportation network can further leverage the MAPS and fixed route service, thereby expanding transportation options across the region.

SUGGESTED PROJECT TASKS

On the following pages, we recommend the following components for the update to the JATSO Active Transportation and Bicycle & Pedestrian Transportation Plans:



METHODOLOGY + SCOPE OF WORK CONTINUED

COORDINATE AND COMMUNICATE

The Crafton Tull team will provide personnel resources with experience in bicycle and pedestrian planning and design projects. Our project management plan will include monthly project meetings with staff to review project progress, outcomes, and upcoming tasks. The number, frequency, and order of client, steering committee, and other project-related meetings will be determined during contract negotiation phases.

REVIEW EXISTING AND PREVIOUS PLANS

Understanding the current and past political and cultural climate and decision-making logic can add clarity to the receptiveness of future ideas and concepts. The Crafton Tull team will review all existing and ongoing plans, collect available base data, and prepare base maps of the study area. The team will conduct site visits with staff to understand past and present successes and challenges within each community and the region as a whole.



Crafton Tull's plan review will consist of, but not be limited to, the following:

- 2050-JATSO-Metropolitan-Transportation-Plan-Approved-1-15-2026
- City of Joplin Active Transportation Plan-Joplin-Connected (2022)
- Bicycle-and-Pedestrian-Transportation-Plan (2018)

In addition to the above plans, the update will also consider the following:

- Cities of Joplin, Webb City, and Carl Junction Comprehensive Development Plans
- Joplin Regional Transit Study
- JATSO Origin & Destination Study
- JATSO Transportation Improvement Program (TIP)
- MoDOT's STIP
- City of Joplin Capital Improvement Program
- Harry S. Truman Coordinating Council Transportation Plan
- Safe Roads and Bridges for All (SS4A) Safety Plan

ANALYZE COMMUNITY SYSTEMS

The Crafton Tull team will evaluate existing bicycle and pedestrian infrastructure, roadway suitability for on-street facilities, trip generators and public transit routes. This technical analysis will be utilized, along with public input, to generate a preliminary network for evaluation.

GATHER COMMUNITY INPUT

As a part of the plan updates, the Crafton Tull team will work alongside JATSO to coordinate the many viewpoints of leaders, advocates, stakeholders, and citizens to create a unified vision that guides the development of the plan, including careful consideration given to previous public engagement efforts and outcomes. Our robust public participation program will utilize a multi-faceted approach to gathering input and raising awareness, including in-person meetings and focus groups, digital and virtual tools and platforms, and print in an effort to interface with the JATSO region. Digital and printed assets will be made available in both

English and Spanish. Craton Tull will also coordinate with community organizations to provide Spanish language translation services at all public meetings.

Meeting 1: Envisioning the Future

- Considering existing resources, strengths, and weaknesses
- Defining values and determining our goals
- Articulating the vision for the future
- Understanding what worked well and what needs modification from previous planning efforts, including what projects and programs identified in previous plans should remain part of the updated plan and which require revision
- Identifying important places and desire lines

Meeting 2: The Path Forward

- Reviewing the proposed network
- Learning how to build a bicycle culture
- Defining community priorities

Meeting 3: Building Success

- Reviewing key projects
- Preparing for change

DEVELOP A PLAN

The update to the JATSO Active Transportation and Bicycle & Pedestrian Transportation Plans will integrate successful components of previous planning efforts and provide a best-practices approach to providing network connectivity. This network should reflect the opportunities, culture, and character of the study area, reflecting the best of what the region has to offer. Connecting community and neighborhood centers, employment centers, natural resources, and regional attractions across the JATSO region will result in a variety of user experiences across the network. This system can highlight the area's best features and provide equitable access to all users. Its development should include a hierarchy of components, including major bicycle and pedestrian connections from which local feeders can further provide "last mile" connectivity. We will build a plan that includes multiple user and facility types that are appropriate to their context and local characteristics, including short-term solutions in areas where more difficult connections may be a longer-term prospect. Facilities providing a regional benefit will be distinguished from those providing primarily a local benefit.

- Develop a preliminary network
- Evaluate the preliminary network and refine based on findings
- Present and refine the preliminary network based on client, steering committee, and public input
- Prepare the recommended network and supporting documentation

PREPARE TO IMPLEMENT

The Crafton Tull team will provide guidance for the implementation process. By outlining a clear framework of policies, strategies, and actions, enabling local and regional governments to coordinate efforts effectively.

- Prepare strategies, actions, and policies, including public and private efforts to aid in the implementation of the network, encouraging the use of walking, biking, and transit as viable modes of transportation, and increasing Bicycle Friendly Community Designation implementation.
- Develop design standards for active transportation infrastructure to guide future investments and to ensure a level of consistency across the region
- Develop maintenance standards, specifications and schedules for all active transportation infrastructure to ensure consistency across the region and to allow for more accurate budgeting for these costs on an annual basis

DOCUMENT AND ADOPT

The Crafton Tull team will prepare a report detailing the project process and plan outcomes with opportunities for review by the client, steering committee, and local governing agencies.

- Prepare a draft report for review and comment
- Present report findings to applicable local and/or regional agencies
- Prepare a final report

Our planning process is customized for each community based on client objectives and desired outcomes that best meet the needs of each community. The goal of each plan is to provide strategies that will enable a community to become more bikeable and walkable through its built and natural environments.

METHODOLOGY + SCOPE OF WORK CONTINUED

DRAFT SCOPE OF WORK

TASK 1: PROJECT MANAGEMENT & COORDINATION

At the outset of the project, the Crafton Tull team will work with JATSO to refine the overall project strategy and initiate coordination with past or ongoing studies and projects in the study area.

Task 1.1 Project Kickoff and Ongoing Coordination

The Crafton Tull team will begin the project with a kick-off meeting with the client to confirm the objectives for the project. Discuss the project schedule, including key milestones, deliverables, and public input meetings.

The Crafton Tull team will coordinate with JATSO to identify and develop a project steering committee representing various viewpoints from across the JATSO region. Three (3) steering committee meetings will be facilitated, inclusive of the kickoff meeting, throughout the planning process to which will allow the committee to offer incremental feedback, oversee progress, address obstacles, and monitor progress towards key milestones.

- Meeting 1: Refine and or develop project purpose statement and guiding principles
- Meeting 2: Review feedback from community input sessions and provide guidance on the initial network
- Meeting 3: Sharpen and finalize the network
- Throughout the project, the Crafton Tull team will coordinate progress, decision points, and next steps with the client.
- Bi-weekly project update meetings will be held.
- Monthly progress reports will be submitted with invoices.





TASK 2: DISCOVERY

Task 2.1 Collect Existing GIS Data and Develop Base Maps

To conduct the analyses described in this scope, a wide variety of local GIS and base data, as well as other regional data, will be required. The data collection phase will begin at the outset of the project, utilizing both community-specific GIS data as available, as well as state GIS data. The client will provide local GIS information required for analyses in shapefile or KML/KMZ format, including but not limited to:

- Locations and descriptions of planned transportation infrastructure improvements
- Existing and planned trails and greenways, sidewalks, and on-and-off-road bicycle facilities – within JATSO, as well as those in neighborhood communities that are anticipated to continue through JATSO
- Relevant off-road unpaved trails
- Right-of-way extents
- Bicycle and pedestrian crash data over the past 5 years
- JATSO travel demand model and outcomes related to existing VMT and mode share
- Locations of signalized intersections
- School attendance zones and student transportation mode data
- Public transportation routes and stops
- On-street parking restrictions
- Major employment and activity centers
- Locations of major bicycle and pedestrian destinations (including schools, colleges, libraries, parks and open spaces, senior centers, social service sites, community centers, sporting venues, tourist destinations, hospitals, and other activity centers)
- Locations of planned municipal, residential, commercial, or mixed-use development
- Land use (current and proposed)
- Zoning
- Existing zoning codes, subdivision ordinances
- Current and previous plans such as comprehensive plans, master street plans, etc.

The Crafton Tull team will obtain the following GIS data:

- Roadway centerline files with road name, classification, posted speed limit, AADT, number of travel lanes, lane widths, and overall roadway width
- Locations of physical barriers such as sidewalk disconnects, major highways, rail lines, rivers and streams, steep terrain, and other barriers
- Parcel layers indicating public or private land ownership
- Population, employment, and travel data (by census block group and traffic analysis zone)
- Aerial photography of the study area
- Contours
- Additional geographic data as needed and available, specific to required analyses

Under the guidance of the client, the Crafton Tull team will use data provided by the client and request additional data through contact with planning, transportation, park, and/or public data management.

Task 2.2 Existing Facilities and Existing Conditions Analysis

Using the base data obtained in Task 2.1, the Crafton Tull team will develop a map of existing on-and-off-road bicycle and pedestrian facilities across the study area (to the extent data is available). The map will show locations and types of facilities and will include supplementary information such as locations of parks, schools, transit routes, and other key generators of bicycling and walking trips. Road suitability analysis maps, as well as trip generator analysis maps, will also be produced.

This task includes an assessment of existing infrastructure, launch of the public survey and online interactive map, as well as a plan to establish a baseline for walking and bicycling across the study area, considering both on-street facilities as well as trails.

Task 2.3 Review of Previous Planning Work, Census Information, and Other Transportation-Related Data

The Crafton Tull team will review the current Active Transportation and Bicycle & Pedestrian Transportation Plans and others that have been developed within the last five years by JATSO and other communities and agencies. Some of these plans include, but are not limited to:

- ▪Cities of Joplin, Webb City, and Carl Junction Comprehensive Development Plans
- JATSO Origin & Destination Study
- JATSO Transportation Improvement Program (TIP)
- MoDOT's STIP
- City of Joplin Capital Improvement Program
- Harry S. Truman Coordinating Council Transportation Plan
- Safe Roads and Bridges for All (SS4A) Safety Plan

The Crafton Tull team will review census information and other transportation-related data. The team will work with and gather information from a variety of public sources including:

- Citizens
- JATSO Policy Board
- Local and State Officials
- HSTCC Regional Planning Commission
- Joplin Complete Streets Committee

TASK 3: PUBLIC ENGAGEMENT PLAN

Task 3.1 Online Public Survey

The Crafton Tull team will prepare and administer an online survey that will be made in both Spanish and English. The survey will be designed to gather community feedback on usage, preferences, challenges, and desires for active transportation in JATSO region.

Task 3.2 Workshop 1: Design and Maintenance Workshop

The Crafton Tull team will facilitate one (1) Design and Maintenance Workshop in Northwest Arkansas (NWA) for the Steering Committee members and other stakeholders (12 guests total), focused on learning best practices for design and maintenance of active transportation facilities located in NWA.

Task 3.3 Workshop 2: Visioning

The Crafton Tull team will engage with the community through a variety of visioning sessions that will include focus groups, a steering committee meeting, a walk audit, and a community meeting. The goal will be to learn from the community about the active transportation challenges that are faced in the JASTO Study Area and envision the opportunities for the future.

Task 3.3.1 Focus Groups

The Crafton Tull team will conduct up to six (6) focus group meetings in-person or online to discuss current opportunities and barriers to walking and cycling, and desired outcomes of the active transportation network. It is anticipated that these groups will include:

- Healthcare
- Education
- Public Safety
- Chamber/Business Owners
- Bicycle/Pedestrian Advocates and Transit Providers
- Elected Officials and Government Staff

Task 3.3.2 Walk Audits

The Crafton Tull team will conduct two (2) walk audits within the JATSO study area with the steering committee and other stakeholders (group size maximum: 25) to consider opportunities and challenges for people on bicycles and on foot, navigating the active transportation infrastructure of Joplin.





Task 3.3.3 Steering Committee Meeting

The Crafton Tull team will conduct one (1) Steering Committee meeting focused on creating a project purpose statement and guiding principles for the planning process.

Task 3.3.4 Community Visioning Meeting

The Crafton Tull team will facilitate one (1) in-person community meeting to gain valuable community feedback. The Crafton Tull team will be intentional in selecting a location and time to ensure a broad and diverse constituency is able to participate. The aim will be to coincide with local events and engage the public with interactive maps and boards.

Task 3.4 Workshop 3: Proposed Network

Task 3.4.1 Steering Committee Meeting

The Crafton Tull team will conduct the second Steering Committee meeting to review the feedback received from the previous community meeting and provide guidance on the initial network.

Task 3.4.2 Community Proposed Network Meeting

The Crafton Tull team will facilitate the second in-person community meeting to gain valuable community feedback. The Crafton Tull team will be intentional in selecting a location and time to ensure a broad and diverse constituency is able to participate. The aim will be to coincide with local events and engage the public with interactive maps for feedback on the initial network.

Task 3.5 Workshop 4: Implementation

Task 3.5.1 Steering Committee Meeting

The Crafton Tull team will conduct the third Steering Committee meeting to sharpen and finalize the network.

Task 3.5.2 Community Implementation Meeting

The Crafton Tull team will facilitate the third in-person community meeting to gain valuable community feedback. The Crafton Tull team will be intentional in selecting a location and time to ensure a broad and diverse constituency is able to participate. The aim will be to coincide with local events and engage the public with interactive maps for feedback on the network.

TASK 4: NETWORK INVENTORY AND MAPPING

Task 4.1 Develop and Assess Early Network Routes

The Crafton Tull team will define a preliminary network for field assessment based upon the analysis and input received in the previous tasks. The preliminary network will include the following:

- Existing active transportation infrastructure
- An active transportation gap analysis
- Barriers to connectivity unique to JATSO: waterbodies, floodplain, topography, transportation corridors, etc.
- Documented opportunities for active transportation connections
- Documented areas of user concern from Public Meeting

METHODOLOGY + SCOPE OF WORK CONTINUED

The Crafton Tull team will analyze existing conditions and connectivity in the study network through detailed field assessments and documentation, which will be utilized to create a GIS connectivity database and the draft active transportation network.

Task 4.2 Update and Draft the Active Transportation Network

The Crafton Tull team will produce a digital map (webmap) documenting JATSO's proposed active transportation network, utilizing findings from previous tasks. The following information will be gathered and produced:

- Clearly identified specific corridors, whether an on-road or separated facility
- Facility types appropriate to the context of the location and the desires of the public
- Proposed intersection treatments where active transportation facilities intersect with roadways or other barriers
- Future routes dependent on the implementation of the master street plan
- Summary of draft network compliance with public input pertaining to desired connections to specific destinations, overcoming safety concerns, and desired active experience (transportation or recreation)



The Crafton Tull team will coordinate a review meeting with the client to review the draft network to ensure its consistency and feasibility in coordination with current private or municipal projects, including compliance with the master street plan. The Crafton Tull team will revise the draft network following the review meeting according to client feedback.

TASK 5: DESIGN STANDARDS, MAINTENANCE SPECIFICATIONS, AND SCHEDULE

Task 5.1 Design Standards

The Crafton Tull team will prepare a set of construction design standards governing future bike and pedestrian infrastructure projects in the plans. Specific facility types which design standards will be developed include:

- Shared Use Paved Paths and Trails
- Side Paths
- Bike Lanes
  - Conventional
  - Buffered
  - Protected
- Sidewalks
- Mixed Traffic Facilities
  - Bicycle Boulevards
  - Mixed Traffic Alleyways

All construction standards and maintenance specifications will conform to the specifications listed in

- NACTO's Urban Bikeway Design Guide 3rd Edition
- AASHTO's Guide for the Development of Bicycle Facilities, 5th Edition

Task 5.2 Maintenance Specifications and Schedules

The updated plans will include bike and pedestrian infrastructure preventative maintenance specifications and schedules. The maintenance specifications and standards will include the following:

- Prompt Graffiti and Vandalism Repair
- Pest Management
- Inspection (including bridges and tunnels)
- Facility (Trail, Sidewalk, Mixed Traffic) Surface Maintenance
- Sweeping
- Vegetation Management (including tree and branch trimming and removal of fallen debris except where prohibitive
- Erosion Control
- Litter and Trash Removal
- Repair of Trail Structures
- Fixture and Furnishings Maintenance; including annual washing/ cleaning
- Pavement marking refresh including trail crossings and trail center stripe
- Lighting and Signal Maintenance
- Restroom Facility Service
- Drinking fountain service
- Remedy "Social Trails" (such as shortcuts)
- Address Detours/Disruptions (promptly)

TASK 6: IMPLEMENTATION AND PRIORITIZATION PLAN

The Crafton Tull team will develop an implementation plan that identifies short, medium, and long-term projects, as well as a methodology for project prioritization and general opinions of probable cost.

Task 6.1 Project Prioritization Methodology

The Crafton Tull team will create a list of prioritized projects based on need, cost, ease of implementation, and other community-specific goals, as prioritized by the steering committee. The Crafton Tull team will work with the client to develop criteria that will be used to determine project priority.

Task 6.2 Preliminary Estimates of Probable Cost (Planning-Level)

The Crafton Tull team will develop a spreadsheet-based cost estimate to determine planning-level costs using local unit prices for various improvements. Total project estimates will not be provided, as bike and pedestrian components are only one part of the overall infrastructure project (i.e., a roadway design project that includes bike lanes, but costs for road design options may vary). This task is intended to provide a comparison of order-of-magnitude costs for specific routes or route segments to be utilized in project prioritization exercises.

TASK 7: DEVELOP UPDATED PLANS

Task 7.1 Draft Plan Development

Based on the information gathered in previous tasks, field work, and review of relevant local and regional plans, the Crafton Tull team will develop updates to the JATSO's Active Transportation Plan and the Bicycle & Pedestrian Transportation Plans. These updates will consist of the following:

- Project Overview
- Previous Planning Work Review
- Network Inventory & Mapping
- Proposed Updates to Bicycle & Pedestrian Network
- Design Guidelines
- Maintenance Specifications and Schedule
- Project Prioritization & Planning-Level Cost Estimates

Task 7.2 Plan Review

The Crafton Tull will deliver the JATSO's Active Transportation Plan and the Bicycle & Pedestrian Transportation Plan update documents for review to the City, Steering Committee, and governing agencies. Comments will be provided in a single marked-up document for the Crafton Tull team to incorporate.

Task 7.3 Final Plan Documentation

The Crafton Tull will provide the final plan documentation of the JATSO's Active Transportation Plan and the Bicycle & Pedestrian Transportation Plan updates, which include all feedback received through community input, City comments, and Steering Committee guidance.

Task 7.4 Plan Adoption

The Crafton Tull team will hold a meeting with Planning & Zoning Commission and a hearing with the City Council for plan adoption of the JATSO's Active Transportation Plan and the Bicycle & Pedestrian Transportation Plan updates.

This page intentionally left blank

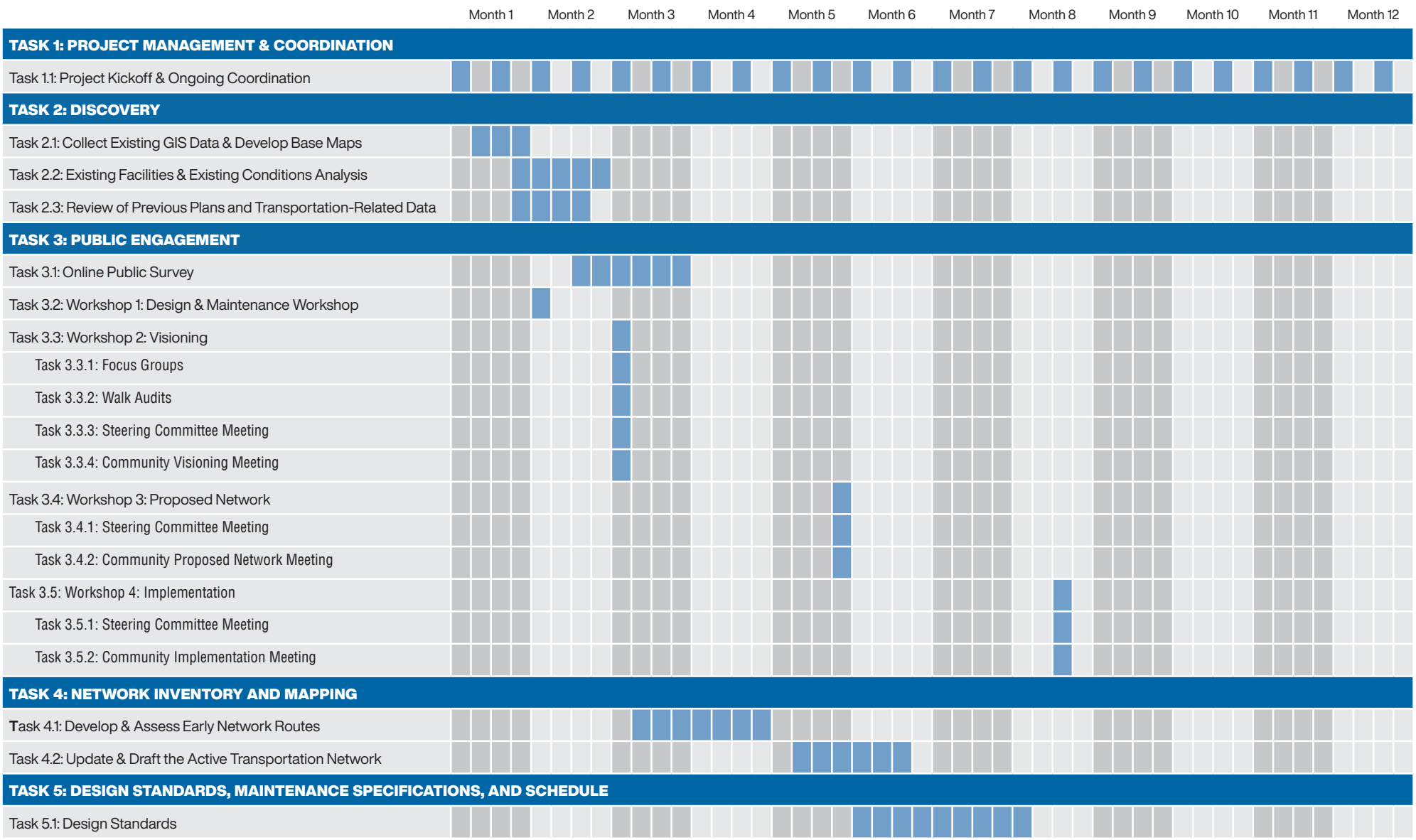


04

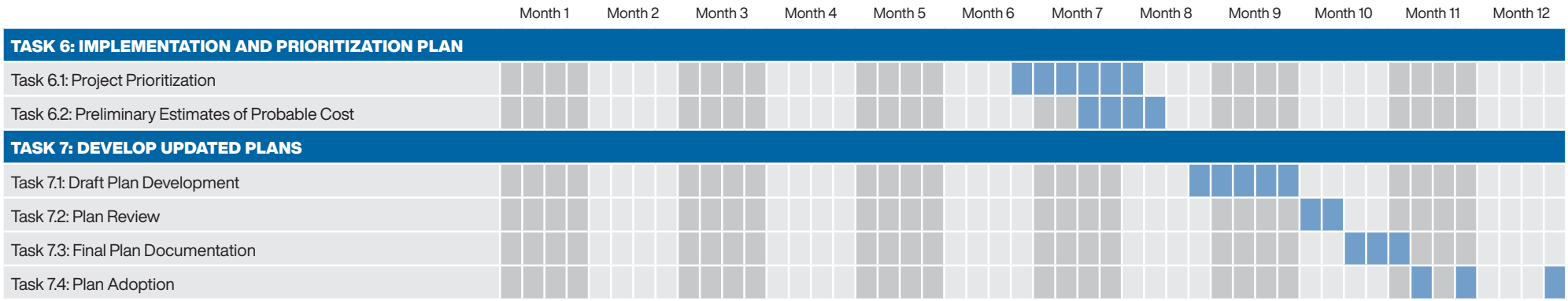
TIMELINE + COST PROPOSAL


Crafton Tull
LANESHIFT

PROPOSED **TIMELINE**



PROPOSED **TIMELINE** CONTINUED



PROPOSED **COST**

TASK	COST
TASK 1: PROJECT MANAGEMENT & COORDINATION	$16,000
TASK 2: DISCOVERY	$10,600
TASK 3: PUBLIC ENGAGEMENT	$60,000
TASK 4: NETWORK INVENTORY AND MAPPING	$10,500
TASK 5: DESIGN STANDARDS, MAINTENANCE SPECIFICATIONS, AND SCHEDULE	$21,500
TASK 6: IMPLEMENTATION AND PRIORITIZATION PLAN	$5,500
TASK 7: DEVELOP UPDATED PLANS	$18,000
EXPENSES	$7,800
TOTAL	$149,900



Crafton Tull



LANESHIFT


Crafton Tull
LANESHIFT

Federal Professional Services/A&E Contract Clauses (Exhibit A)

Debarment, Suspension, Ineligibility and Voluntary Exclusion- The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of $25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

A. Debarred from participation in any federally assisted Award
B. Suspended from participation in any federally assisted Award
C. Proposed for debarment from participation in any federally assisted Award
D. Declared ineligible to participate in any federally assisted Award
E. Voluntarily excluded from participation in any federally assisted Award; or
F. Disqualified from participation in any federally assisted Award.

Energy Conservation- The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

Access to Records- The Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this

contract for the purposes of making audits, examinations, excerpts and transcriptions. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

Fraud and False or Fraudulent Statements or Related Acts- (1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to the Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate. (2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. 5307, the Government reserves the right to impose the penalties of 18 U.S.C. 1001 and 49 U.S.C. 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate. (3) The Contractor agrees to include the above tow clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Federal Changes- Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA (6) dated October, 1999) between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

Civil Rights and Equal Opportunity

The City of Joplin is an Equal Opportunity Employer. As such, the City agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the City agrees to comply with the requirements of 49 U.S.C. 5323(h)(3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

Nondiscrimination in Federal Public Transportation Programs- In accordance with Federal transit law 49 U.S.C. 5332, the Contractor agrees that it will not discriminate against any

employee or applicant for employment because of race, color, religion, national origin, sex (including sexual orientation and gender identity), disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

Race, Color, Religion, National Origin, Sex-In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. 2000e seq., and Federal transit laws at 49 U.S.C. 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity," September 24, 1965, 42 U.S.C. 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, sex (including sexual orientation and gender identity). Such action shall include, but not be limited to the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

Age-In accordance with the Age Discrimination in Employment Act of 1967, 29 U.S.C. 621-634,U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

Disabilities-In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. 12101et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. 4151 et seq., and Federal transit law at 49 U.S.C. 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

Incorporation of Federal Transit Administration (FTA) Terms- The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1D, dated April 15, 1996, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any City of Joplin requests which would cause City of Joplin to be in violation of the FTA terms and conditions.

No Obligation by the Federal Government:

(1) The City of Joplin and the contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of

the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the City of Joplin, contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Termination Provisions:

(1) If contractor refuses or fails to prosecute the work or any separable part, with the diligence that will ensure its completion within the time specified in this contract including any extension, or fails to complete the work within this time, the City of Joplin may, by written notice to contractor, terminate the rights to proceed with the work (or the separable part of the work) that has been delayed. In this event, the City of Joplin may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The contractor and its sureties shall be liable for any damage to the City of Joplin resulting from contractor's failure or refusal to complete the work within the specified time, whether or not contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the City of Joplin in completing the work.

(2) Contractor's right to proceed shall not be terminated nor contractor charged with damages under this clause if:

   (A) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of contractor. Examples of such cause include (i)Acts of God or of the public enemy, (ii) Acts of the City of Joplin in either its governmental or contractual capacity, (iii) Acts of another Contractor in the performance of a contract with the City of Joplin, (iv) strikes, (v) freight embargoes, (vi) unusually severe weather, or (vii) delays of subcontractors or suppliers on any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both contractor and the subcontractors or suppliers; and

   (B) Contractor, promptly following the beginning of any delay (unless extended by the City of Joplin), notifies the City of Joplin orally and followed up in writing in the causes of delay. If, in the judgment of the City of Joplin, the findings of fact warrant such action, the time for completion the work shall be extended. The findings of the Director of Public Works shall be final and conclusive

(3) The rights and remedies of the City of Joplin in this clause are in addition to any other rights and remedies provided by law or under this agreement.

(4) The City of Joplin, by written notice, may terminate this contract in whole or in part, when it is in the City's interest. If this contract is terminated, the City of Joplin shall be liable only for payment under the payment provisions of the contract for services

rendered before the effective date of termination. If reasons beyond the control of the City of Joplin (such as reduction in funding appropriation) so dictate, the City of Joplin may cancel this contract for convenience upon thirty (30) days written notice to contractor. Upon such termination, any materials, supplies or equipment for which the City of Joplin pays will be delivered to the City of Joplin. Additionally, the City of Joplin retains the right to cancel the contract for convenience in the event that contractor or its agents behave in any manner detrimental for the security of the City of Joplin personnel or property. In the even of any such termination for convenience, the City of Joplin shall pay to contractor reasonable expense of termination including costs associated with the early termination of any leases and employee termination expenses.

(5) Contractor may terminate this agreement in the event that the City of Joplin fails to pay the agreed compensation, outlined elsewhere in this agreement. In the event that contractor determines that termination is necessary, Contractor shall provide the City of Joplin with written notice of their intentions thirty (30) days prior to termination.

Privacy Act- (1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract. (2) The Contractor also agrees to include these requirements in each subcontract to administer and system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

Disadvantaged Business Enterprises (DBEs):-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 C.F.R. 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. 49 C.F.R. § 26.13(b).

Further, prime contractors are to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the recipient makes to the prime contractor. 49 C.F.R. § 26.29(a). Finally, for contracts with defined DBE contract goals, the contractor shall utilize the specific DBEs listed unless the contractor obtains the recipient's written consent; and that, unless the recipient's consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f) (1).

Seat Belt Use- The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or City of Joplin.

Distracted Driving- The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

Prohibition on Certain Telecommunications Equipment- The Contractor is prohibited to procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

The Contractor agrees to the terms of the contract clauses listed in Exhibit A, and the Contractor also agrees to include these requirements, the contract clauses listed in Exhibit A, in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

Matt Crafton
Signature of Contractor's Authorized Official

Robert M. (Matt) Crafton, President & CEO
Name and Title of Authorized Official

February 12, 2026
Date

Certification Regarding Lobbying

The undersigned (Contractor) certifies, 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 te undersigned, 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 making lobbying contacts to 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 (as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L 104-65, to be codified at 2 U.S.C. 1601, et seq.)
(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients 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 31, U.S.C. 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and nor more than $100,000 for each such failure.
Note: Pursuant to 31 U.S.C. 1352©(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or emend a required certification or disclosure form shall be subject to a civil

penalty of not less than $10,000 and not more than $100,000 for each such expenditure or failure.

The Contractor, Crafton, Tull & Associates, Inc. , certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if an.

Signature of Contractor's Authorized Official Matt Crafton

Name and Title of Authorized Official Robert M. (Matt) Crafton, President & CEO

Date February 12, 2026

AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT, is made and entered into this ____day of _____, 2026, ("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, hereinafter referred to as the "City," and Crafton, Tull & Associates, Inc., with principal place of business located at 10825 Financial Centre Parkway, Ste 300, Little Rock, AR 72211-3554, hereinafter referred to as the "Consultant;" and with City and Consultant being referred to collectively as "the Parties."

WITNESSETH:

WHEREAS, the City of Joplin desires to engage the Consultant to render professional planning services in connection with the development of Joplin Area Transportation Study Organization (JATSO) Bicycle & Pedestrian Plan and Joplin Active Transportation Plan updates to identify and plan for future transportation enhancements; and

WHEREAS, the Consultant submitted 2026-RFP-12 Response attached hereto, including agreed upon pricing conditions, and Federal Professional Services/A&E Contract Clauses Exhibit A, and incorporated herein as Exhibit B dated February 13, 2026; 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, the parties to the contract agree to the following:

1. **Scope of Work and Payment**

   a. The City agrees to engage the Consultant and the Consultant agrees to perform the services set forth in Exhibits B within the time specified therein.

   b. City agrees to pay Consultant for the performance of the Scope of Services a not to exceed amount of One Hundred Forty-Nine Thousand Nine Hundred Fifty and 00/100 Dollars ($149,900.00) upon presentation of proper invoice and inspection by City of work completed by Consultant.

   c. The term of the contract shall be effective for one year from the effective date of this agreement, and may be renewed for one additional year at the discretion of the City.

   d. The services of the Consultant shall commence only as authorized in writing by City according to written notices and shall be undertaken and completed as promised by the Consultant in Exhibit B.

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

f. The Consultant shall fully coordinate its activities in the performance of the contract with the activities of the City.

g. The Consultant represents that Consultant will secure 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 the City except as employees of the Consultant. All the services required hereunder will be performed by the 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 the City.

2. **Termination.** If, through any cause, the Consultant shall fail to fulfill in a timely and proper manner Consultant's obligations under this agreement, or if the Consultant shall violate any of the covenants, agreements, or stipulations, the City shall thereupon have the right to terminate this contract by giving written notice to the Consultant 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 project materials prepared by the Consultant shall, at the option of the City, become its property. The Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed. Notwithstanding the above, the Consultant 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 Consultant.

3. **Assignment.** The Consultant 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 Consultant 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.

4. **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.

5. **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.

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

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

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

9. **Consequential Damages.** In no event shall City be liable to Contractor for special, indirect, or consequential damages.

10. **Contract Documents.** The contract documents shall consist of the following: this Agreement and the City's Request for Proposal and Consultant's Response to Bid. In the event of conflict between the contract documents, this Agreement shall prevail. In the event of conflict between the City's Request and Consultant's Response to Bid, the City's Request for Proposal shall prevail.

11. **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.

12. **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.

13. **Ethics.** Consultant represents 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.

14. **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.

15. **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.

16. **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, the

negligently performed services under this agreement, except to the extent arising from or caused by the negligence or willful misconduct of the City, its agents or employees.

17. **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.

18. **Consultant's Responsibility for Subcontractor**. It is further agreed that Consultant 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 Consultant is for the acts and omissions of persons it directly employs. Consultant shall cause appropriate provisions to be inserted in all subcontracts relating to this work, to bind all subcontractor to Consultant by all the terms herein set forth, insofar as applicable to the work of subcontractor and to give Consultant the same power regarding termination of any subcontract as the City may exercise over Consultant 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.

19. **Insurance.** Consultant shall maintain for itself general liability, automobile liability, workers' compensation, fidelity bond, and errors and omissions insurance coverage, as may be customary in the industry, but in no event, less than the limits required by law.

20. **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.

21. **Entire Agreement.** This agreement, including the contract documents contained or referenced herein, constitutes the entire agreement between the parties. No modification, amendment, or waiver of any of the provisions of this agreement shall be effective unless in writing specifically referring hereto and signed by both parties.

22. **Waiver.** No provision of the contract documents shall be construed, expressly or by implication, as a waiver by the City of any existing or future right or remedy available by law in the event of any claim of default or breach of contract.

23. **Jurisdiction.** This agreement and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this agreement be

adjudicated, venue shall be proper only in the Circuit Court of Jasper County, Missouri.

24. **Representations.** The signatories hereto represent 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.

25. **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.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal the date first above written.

CITY OF JOPLIN	**CRAFTON, TULL & ASSOCIATES, INC.**
By:_____	By:_____
Troy Bolander, Planning Director	Julie Luther Kelso, Vice President/Planning

COUNCIL BILL NO. 2026-265 ORDINANCE NO.

AN ORDINANCE authorizing the City of Joplin to enter into an Agreement with Crafton, Tull & Associates, Inc. for Professional Planning Services relating to the creation of the Active Transportation and Bicycle & Pedestrian Plan updates for the Joplin Area Transportation Planning Organization (JATSO); authorizing the City Manager to execute said Agreement for the City of Joplin; and setting a date when this Ordinance shall become effective.

WHEREAS the Joplin Area Transportation Planning Organization (JATSO) determines the flow and adequacy of existing traffic routes, identifies potential transportation infrastructure problems, and develops short and long-term decisions about the transportation needs of the JATSO area.

WHEREAS the Joplin Area Transportation Planning Organization (JATSO) updates the Active Transportation and Bicycle & Pedestrian Plans, as needed. JATSO last updated the Active Transportation plan in 2022 and Bicycle & Pedestrian plan in 2018.

WHEREAS the City of Joplin entered into an Agreement between the City of Joplin, Missouri, and Missouri Highway and Transportation Commission which will provide FHWA Metropolitan Planning Assistance and FTA Section 5303 assistance, hereafter known as Consolidated Planning Funds, from November 1, 2025, through October 31, 2026, in accordance with the rules of the U.S. Department of Transportation, Federal Transit Administration (FTA) and Federal Highway Administration (FHWA) under 49 U.S.C. Section 5303 and 23 U.S. Code Sections 104(F) and 134 to conduct comprehensive and transportation planning programs, CB2025-277.

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

Section 1. That the Agreement with Crafton, Tull & Associates, Inc. in the not to exceed amount of One Hundred Forty-Nine Thousand Nine Hundred and 00/100 dollars ($149,900) for professional planning services, for the City of Joplin, a true and accurate copy of said agreement being attached hereto and incorporated herein, be, and the same, as Exhibit A, is hereby approved.

Section 2. That the City Manager, or his designee, Director of Planning, Development and Neighborhood Services, is hereby authorized and directed, upon recommendation and approval of the City Council, to execute said Agreement, in substantially similar form, by and on behalf of the City of Joplin with Crafton, Tull & Associates, Inc.

Section 3. That this Council Bill shall have an effective date of April 22, 2026.

Passed by the Council of the City of Joplin, Missouri, this _____ day of _____, 2026, by a _____ vote.

_____

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 2026-401: approving Program Year 2025 CHDO Rental Construction Agreement.

MEETING DATE
April 6, 2024

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

SUMMARY
The following agreement is between the City of Joplin and Joplin Economic Housing Development Initiative to develop and construct homes as part of the 2025 Community Housing Development Organization (CHDO) New Construction Program.

BACKGROUND

The City of Joplin, acting as the lead Participating Jurisdiction of the Joplin HOME Consortium, intends to provide HOME funds received from the Department of Housing and Urban Development (HUD) to Joplin Economic Housing Development Housing Initiative (JEHDI), as designated by the City of Joplin as a Community Housing Development Organization (CHDO), is to receive HOME CHDO set aside funds as required by HUD. JEHDI has identified a site and the Community Development Planner has conducted an Environmental review, and upon effect of this agreement notice to proceed will be given to develop two homes for the benefit of low to moderate income renters. The site generally described as 1119 S Empire Ave, in the City of Joplin. Total development costs for the two homes is $398,000, including soft costs for required day one reserves for rental properties, with grant funds available per house not to exceed $155,000.00.

This is the first rental new construction to be implemented by the Joplin HOME Consortium.

FUNDING SOURCE
This council bill provides Three Hundred and Ten Thousand Dollars and Zero Cents ($310,000.00) from the HOME Investment Partnership Program and is included in the 2026 Community Planning HOME Consortium Budget.

Entitlement Program Year 2025 (July 1, 2025 - June 30, 2026) Will receive PY 2026 grant prior to end of City 2026 Fiscal Year

Grant	Grant Balance			Cost	Remaining Balance
M-25-DC-29-0209	$ 540,318.51	CB 2026-401	1119 S Empire (2 Houses/Rentals)	$ 310,000.00	$ 230,318.51
M-24-DC-29-0209	$ 492,189.73	CD 2025-402	1702 Empire (1 house)	$ 175,000.00	$ 317,189.73
	*1119 S Empire must be funded with 2025 Funds per Action Plan				

Confirmed Planned Projects to be initiated prior to November 1st 2026

2008 S Sergeant	Funded with remaining balance of 2025 and future 2026 Grant (rental added in 2025 Action Plan)
	Anticipated HOME Budget $550,000 to $650,000 (Still in underwriting due to change in design, 8 Units)

Planned Projects which will be potentially funded in order of which they meet requriements

Grand Lots	3 homes constructed with pre-2025 funds
31st street Lot	1 Home constructed with pre-2025 grant funds
7 Acre Development	Initial discovery, may not proceed

RECOMMENDATION

This program has received prior approval from the Council as part of the 2025 Action Plan.

ATTACHMENTS

2025 CHDO Homebuyer New Construction Agreement
Council Bill No 2026-401

JOPLIN CONSORTIUM

2025 CHDO Rental New Construction Program

BETWEEN
THE CITY OF JOPLIN, MISSOURI
AND
JOPLIN ECONOMIC HOUSING DEVELOPMENT INITIATIVE

THIS AGREEMENT MADE this ____ day of _____, 2026, by and between the City of Joplin, Missouri, hereinafter referred to as the "CITY", and the Joplin Economic Housing Development Initiative, a nonprofit corporation hereinafter referred to as the "DEVELOPER" and which is located at: 5201 N. Main St., Joplin, Missouri, 64801.

WITNESSETH

WHEREAS, the CITY is the recipient of HOME Investment Partnerships Program Funds from the U.S. Department of Housing and Urban Development (HUD), including funds that are reserved for the use of Community Housing Development Organizations (CHDOs); and

WHEREAS, the DEVELOPER has been certified with the CITY as a CHDO, and has submitted a proposal for use of CHDO funds for a CHDO-eligible project under HOME regulations;

NOW, THEREFORE in consideration of the mutual covenants and obligations herein contained, including the Attachments, and subject to the terms and conditions hereinafter stated, the parties hereto understand and agree as follows:

Section I – Definitions

A. **AGENCY** – is hereby defined as the Planning Development and Neighborhood Services, the HOME Program administering agency of the City of Joplin and members of the Joplin Consortium, as shown in Attachment A. For the purpose of this Agreement and all administration of HOME funds, the AGENCY shall act on behalf of the CITY in the execution and fiscal and programmatic control of this agreement. The term "Approval by the CITY" or like term used in this Agreement shall in no way relieve the DEVELOPER from any duties or responsibilities under the terms of this Agreement, or obligation State or local law or regulation.

B. **DIRECTOR** – is hereby defined as the Planning Development and Neighborhood Services Manager of the CITY.

C. **FEE** – is hereby defined as the amount of money the CITY agrees to pay and the DEVELOPER agrees to accept as payment in full for all the professional, technical and construction services rendered pursuant to this Agreement to complete the WORK as further defined in Section III SCOPE OF WORK, hereof.

D. **WORK** – is hereby defined as all the professional, technical and construction services to be rendered or provided by the DEVELOPER as described hereof.

E. **PROJECT** – is hereby defined as the construction of individual houses for low to moderate income families to support the PROGRAM. The Specific project locations are as defined in ATTACHMENT B & ATTACHMENT C.

F. **PROGRAM-** is hereby defined as the overall process which includes each PROJECT developed in accordance with this Agreement.

G. **HOME** – is hereby defined as the HOME Investment Partnerships Program as described in 24 CFR Part 92, under the authority of 42 U.S.C. 3535 (d) and 12701 - 12839.

Section II – Term

The DEVELOPER expressly agrees to complete all work required by this agreement in accordance with the timetable set forth.

Project Time Schedule

Milestone	***Deadline***
Site plan development	Summer 2026
Construction notice to proceed	Summer 2026
Quarterly progress reports	June 15, 2026 September 15, 2026
Construction completion	Spring 2027
Quarterly progress report	March 15, 2025
Lease-up deadline	3 months after construction completion
Expenditure deadline	September 15, 2027

In addition, this project is subject to ongoing compliance requirements of HOME for five years from the date project completion date; Except, for documents imposing Recapture/Resale restrictions which must be retained for five years after the affordability period terminates [92.508 (c)(2)]. During this compliance period, the DEVELOPER will assure continued compliance with HOME requirements. Ongoing compliance requirements include monitoring units for tenant income eligibility and recapture of funds at time of sale within affordability period.

Timely completion of the work specified in this agreement is an integral and essential part of performance. The expenditure of HOME funds is subject to Federal deadlines and could result in the loss of the Federal funds. By the acceptance and execution of this agreement, it is understood and agreed by the DEVELOPER that the PROJECT must be completed (construction completed and units leased) within **4 Years of the Signing of this Agreement.** The DEVELOPER agrees, then to work as expeditiously as possible and that the DEVELOPER will make every effort to ensure that the project will proceed and will not be delayed. Failure to meet these deadlines can result in cancellation of this contract and the revocation of HOME funds.

Since it is mutually agreed that time is of the essence as regards this agreement, the DEVELOPER shall cause appropriate provisions to be inserted in all contracts or subcontracts relative to the work tasks required by this agreement, in order to ensure that the PROJECT will be completed according to the timetable set forth.

In the event the DEVELOPER is unable to meet the above schedule or complete the above services because of delays resulting from ongoing compliance requirements, Acts of God, untimely review and approval by the CITY and other governmental authorities having jurisdiction over the PROJECT, or other delays that are not caused by the DEVELOPER, the CITY shall grant (upon HUD approval) a one-year extension of time for completion of the WORK. It shall be the responsibility of the DEVELOPER to notify the CITY in writing whenever a delay is anticipated or experienced, and to inform the CITY of all facts and details related to the delay.

Section III – Use of Funds

The DEVELOPER, in close coordination with the CITY, shall perform all services (the "WORK") necessary to assist in the development of the at least **two (2) units** as discussed in ATTACHMENT B JOPLIN CONSORTIUM PROJECT 2023-H-1(a), New Construction Rental Program in full compliance with the terms of this Agreement.

It is understood that the DEVELOPER will provide architectural plans, a working budget and realistic timetable for each PROJECT as it relates to: construction materials, specialty labor, and other related development costs prior to any fund usage. Said budget shall identify all sources and uses of funds, and allocate HOME and non-HOME funds to activities or line items. The PROJECT will be considered approved when all necessary documentation has been received and letter of notice to proceed is issued by the CITY.

The aforementioned Work tasks will be performed in essentially the manner proposed in the DEVELOPER's proposal. The aforementioned documents will be considered to be a part and portion of this agreement for reference.

Section IV – Requests for Disbursement of Funds

A. Project expenses shall be paid based on vouchers for actual expenses incurred or paid. Requests for payment must be submitted by the DEVELOPER on an invoice containing the organization logo or letterhead, contain an itemized list of items to be reimbursed, total dollar amount requested, along with adequate and proper documentation of all eligible costs incurred in compliance with the actual cost of construction (92.206).

B. **Eligible and Ineligible Expenses (92.205; 92.206; 92.214):** All such expenses shall be in conformance to the approved project budget. Budget revision and approval shall be required prior to payment of any expenses not conforming to the approved project budget. The DEVELOPER will follow the regulations for eligible and ineligible project costs set forth in 92.206 and 92.214. Expenses found to be out of compliance with regulation 92.214 will not be reimbursed by the CITY.

C. The CITY shall pay the DEVELOPER, as maximum compensation or FEE for the developer services required pursuant to the Scope of Work thereof, THIRTY FIVE THOUSAND

DOLLARS **($35,000.00)** of HOME Funds, an amount included in Section IV A. DEVELOPER FEE is not to exceed 10% of total development costs if additional sources are included in the project. Progress payments of FEES will not exceed the following cumulative maximum percentages of total developer fee at the following stages of each project completion:

Milestone	***Max. Cumulative Developer Fee %***
Acquisition closing	25%
50% construction completion	50%
Construction completion (certificate of occupancy)	75%
Lease up and & completion report	100%

D. The CITY reserves the right to inspect records and project sites to determine that reimbursement and compensation requests are reasonable. The CITY also reserves the right to hold payment until adequate documentation has been provided and reviewed.

E. The DEVELOPER may submit a final invoice upon completion. Final payment shall be made after the CITY has determined that all services have been rendered, files and documentation delivered, and units have been placed in service in full compliance with HOME regulations, including submission of a completion report and documentation of eligible occupancy, property standards and long-term use restrictions.

F. **Affordability (92.252; 92.254):**
The CITY shall have the right to review and audit all records of the DEVELOPER pertaining to any payment by the CITY. Said records shall be maintained for a period of five years after the project completion date. Except, for documents imposing Resale/Recapture restrictions which must be retained for Five years after the affordability period terminates [92.508 (c)(2)].
The HOME-assisted rental units must meet the affordability requirements for not less than the applicable period of 15 years.

Section V – Project Requirements

The DEVELOPER agrees to comply with all requirements of the HOME Program as stated in 24 CFR Part 92, including but not limited to the following.

A. **Environmental Review (92.352):** No HOME project funds will be advanced, and no costs can be incurred, until the City has conducted an **Environmental Review** of the proposed project site as required under 24 CFR Part 58. The environmental review may result in a decision to proceed with, modify or cancel the project.

Notwithstanding any provision of this Agreement, the parties hereto agree and acknowledge that this Agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of Environmental Review and receipt by the CITY of a release of funds from the U.S. Department of Housing and

Urban Development under 24 CFR Part §58.

Further, the DEVELOPER will not undertake or commit any funds to physical or choice-limiting actions, including property acquisition, demolition, movement, rehabilitation, conversion, repair or construction, prior to the environmental clearance, and must indicate that the violation of this provision may result in the denial of any funds under the agreement.

B. **Qualification as Affordable Rental Housing (92.252):** The DEVELOPER will ensure that all HOME assisted units will be in compliance with 24 CFR 92.252, including documenting that the tenant pays no more than 30 % of the family's monthly adjusted income or the rent does not exceed the lesser of the fair marked rent or the 30% of the adjusted income of a family whose annual income equals 65% of the median income for the area, as determined by HUD92.252(a).

The designated HOME-assisted units of this PROJECT will meet the affordability requirements as found in 92.252 (renter-occupied). The DEVELOPER shall collect and maintain Project beneficiary information pertaining to household size, income levels, racial characteristics, and the presence of female headed households in order to determine low and moderate-income benefit in a cumulative and individual manner. Income documentation shall be in a form consistent with HOME requirements as stated in the HUD ***Technical Guide for Determining Income and Allowances Under the HOME Program***.

The DEVELOPER shall assure that any LEASES and AGREEMENTS executed with the tenants shall be in compliance with 24 CFR 92.253 and that the DEVELOPER will monitor each unit for income eligibility (under 92.203(a)).

C. **Nondiscrimination (92.350):** In the selection of occupants for PROJECT units, the DEVELOPER shall comply with all nondiscrimination requirements of 24 CFR 92.350.

D. **Property Standards (92.251; 92.355):** The DEVELOPER shall assure compliance with 24 CFR 92.251 as relates to Property Standards and Housing Quality Standards (HQS), Accessibility Standards under 24 CFR 92.251(a)(3) as applicable, and Lead Based Paint Requirements as found in 24 CFR 92.355 and 24 CFR Part 35.

E. The DEVELOPER will provide any documentation required by the AGENCY regarding match as may be required to document match for purposes of the HOME program.

F. The DEVELOPER will be monitored by the AGENCY for compliance with the regulations of 24 CFR 92 for the compliance period specified above. The DEVELOPER will provide reports and access to project files as requested by the AGENCY during the PROJECT and for Five (5) years after completion and closeout of the AGREEMENT.

Section VI – Repayment of Loan

A. All HOME funds are subject to repayment in the event the PROJECT does not meet the PROGRAM requirements as outlined above.

B. It is understood that upon the completion of the PROGRAM, any HOME funds reserved but not expended under this agreement will revert to the CITY.

C. If the PROJECT is rental, funds will remain a deferred loan for the period of 15 years, at which time the loan may be forgiven or extended in the sole discretion of the CITY for another term. Sale of the property to another party may occur only with the approval of the CITY, and the purchaser shall assume all obligations of the DEVELOPER under this agreement, the note and mortgage, and the deed covenants. Provisions in those documents will provide for the extinguishment of the requirements only in the event of a third-party foreclosure or deed in lieu of foreclosure.

D. If the PROJECT is for owner-occupancy, the DEVELOPER shall lend the HOME funds to the individual buyers in an amount sufficient to make the purchase affordable. Any HOME funds that reduce the price of the property below the fair market value of the property shall be secured by a HOME note and subordinate mortgage as required in 92.254(a)(5)(ii), using the note and mortgage prescribed or approved by the AGENCY (and consistent with the method of recapture identified in the CITY's Consolidated Plan.")

1) All net sales proceeds from the sale of units are considered to be CHDO proceeds that may be retained by the DEVELOPER and used in conformance with 24 CFR 92.300(a)(2), or as specified in ATTACHMENT A & B, PROPOSALS FOR: 2023 JOPLIN CONSORTIUM; CHDO New Construction Homebuyer Program.

2) Prior to each closing, the DEVELOPER will provide to the AGENCY the estimated settlement statement, along with a reconciliation statement and the draft note and mortgage. The reconciliation statement shall account for the pro-ration of HOME project funds to the individual unit, and identify those funds that are to be lent to the buyer as "Buyer subsidies" secured by the HOME note and mortgage, the pro-rated HOME development funds that are to be forgiven as "Development subsidies", and the amount of developer fee or CHDO sales proceeds to be retained from settlement funds.

3) All resale proceeds that are received from buyers as they resell the properties during the compliance period to other buyers shall be considered "Recaptured Funds" under 24 CFR 92.254(a)(5)(ii)A)(5) and must be repaid to the CITY for use in eligible HOME projects as required by 24 CFR 92.503. The DEVELOPER shall promptly notify the AGENCY of such transactions and will promptly convey any Recaptured Funds to the AGENCY.

Section VII – CHDO Provisions (92.300)

It is understood that the AWARDEE has certified that it is and will maintain CHDO (Community Housing Development Organization) status for the term of the PROJECT/AGREEMENT in accordance with 24 CFR 92. AWARDEE agrees to provide information as may be requested by the AGENCY to document its continued compliance, including but not limited to an annual board rooster and certification of continued compliance.

Any funds advanced as CHDO pre-development funds must be in compliance with 92.301, and are forgivable only under the terms in 92.301.

Any funds advanced to the CHDO as CHDO Operating Expenses must be expended in compliance with 24 CFR 92.208.

Any funds that the CHDO is permitted to retain as CHDO proceeds from this project shall be used in compliance with 24 CFR 92.300(a)(2) and as specified in this Agreement.

If the project is rental, the AWARDEE will create and follow a tenant participation plan as required in 24 CFR 92.303.

Section VIII – Procurement Standards

The DEVELOPER shall establish procurement procedures to ensure that materials and services are obtained in a cost-effective manner. When procuring for services to be provided under this agreement, the DEVELOPER shall comply at a minimum with the nonprofit procurement standards at 24 CFR 84.40 – 24 CFR 84.48.

In addition, the following requirements are imposed on any procurement under this PROJECT:

1) Under $1,000 – determined by DEVELOPER;

2) $1,000 - $15,000 – at least three (3) written estimates are required;

3) Over $15,000 – at least three (3) competitively sealed bids from contractors/ suppliers.

It is not acceptable to divide or split quantities to be purchased with the intent of evading or circumventing the bidding requirements.

In addition, it is understood that any DEVELOPER that can be considered to be a religious organization shall abide by all portions of 24 CFR 92.257 for Faith-based activities.

Section IX – Conflict of Interest Provisions (92.356)

The DEVELOPER warrants and covenants that it presently has no interest and shall not acquire any interest, directly or indirectly, which could conflict in any manner or degree with the performance of its services hereunder. The DEVELOPER further warrants and covenants that in the performance of this contract, no person having such interest shall be employed.

HOME conflict of interest provisions, as stated in 92.356, apply to the award of any contracts under the agreement and the selection of tenant households to occupy HOME-assisted units.

No employee, agent, consultant, elected official, or appointed official of the DEVELOPER may obtain a financial interest or unit benefits from a HOME-assisted activity, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. This prohibition includes the following:

1. Any interest in any contract, subcontract or agreement with respect to a HOME-assisted project or program administered by the DEVELOPER, or the proceeds thereunder; or

2. Any unit benefits or financial assistance associated with HOME projects or programs administered by the DEVELOPER , including:

- Occupancy of a rental housing unit in a HOME-assisted rental project;
- Receipt of HOME tenant-based rental assistance;
- Purchase or occupancy of a homebuyer unit in a HOME-assisted project;
- Receipt of HOME homebuyer acquisition assistance; or
- Receipt of HOME owner-occupied rehabilitation assistance

This prohibition does not apply to an employee or agent of the DEVELOPER who occupies a HOME-assisted unit as the on-site project manager or maintenance worker.

In addition, no member of Congress of the United States, official or employee of HUD, or official or employee of the Participating Jurisdiction shall be permitted to receive or share any financial or unit benefits arising from the HOME-assisted project or program.

Prior to the implementation of the HOME-assisted activity, exceptions to these provisions may be requested by the DEVELOPER in writing to the Participating Jurisdiction. The DEVELOPER must demonstrate and certify that the policies and procedures adopted for the activity will ensure fair treatment of all parties, and that the covered persons referenced in this policy will have no inside information or undue influence regarding the award of contracts or benefits of the HOME assistance. The Jurisdiction may grant exceptions or forward the requests to HUD as permitted by 24 CFR 92.356, 85.36 and 84.42, as they apply.

Section X – City Responsibilities

The CITY shall furnish the DEVELOPER with the following services and information from existing CITY records and CITY files:

A. The CITY shall provide to the DEVELOPER information regarding its requirements for the PROJECT.

B. The CITY will provide the DEVELOPER with any changes in HOME regulations or program limits that affect the project, including but not limited to income limits, property value limits and rent limits.

C. The CITY will conduct progress inspections of work completed to protect its interests as lender and regulatory authority for the project, and will provide information to the DEVELOPER regarding any progress inspections or monitoring to assist it in ensuring compliance.

The CITY's review and approval of the WORK will relate only to overall compliance with the general requirements of this Agreement and HOME regulations, and all CITY regulations and ordinances.

Nothing contained herein shall relieve the DEVELOPER of any responsibility as provided under this Agreement.

Section XI – Equal Employment Opportunity and Labor

During the performance of this contract, the DEVELOPER agrees as follows:

A. The DEVELOPER will not discriminate against any employee or applicant for employment

because of race, color, religion, sex, or national origin(s). The DEVELOPER will take affirmative action to ensure the applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin(s). Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The DEVELOPER agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer of the CITY setting forth the provisions of this nondiscrimination clause.

B. The DEVELOPER will, in all solicitations or advertisements for employees placed by or on behalf of the DEVELOPER, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

C. The DEVELOPER will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the CITY's contracting officer, advising the labor union or worker's representative of the DEVELOPER's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The DEVELOPER will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

E. The DEVELOPER will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the AGENCY and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and order.

F. In the event the DEVELOPER is found to be in noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part and the DEVELOPER may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965 or by rule, regulations, or order of the Secretary of Labor or as otherwise provided by law.

G. The DEVELOPER will include the provisions of paragraphs (a) through (g) of this section in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The DEVELOPER will take such action with respect to any subcontract or purchase order as the AGENCY may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the DEVELOPER becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the AGENCY, the DEVELOPER may request the United States to enter into such litigation to protect the interest of the United States.

Section XII – Labor, Training & Business Opportunity (92.354)

The DEVELOPER agrees to comply with the federal regulations governing training, employment and business opportunities as follows:

A. It is agreed that the WORK to be performed under this agreement is on a project assisted under a program providing direct Federal financial assistance from the US Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701 u, as well as any and all applicable amendments thereto. Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given low and moderate income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the project area.

B. The DEVELOPER shall comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 Code of Federal Regulations and all applicable rules and orders of the AGENCY of Housing and Urban Development issued thereunder as well as any and all applicable amendments thereto prior to the execution of this contract as well as during the term of this contract. The DEVELOPER certifies and agrees that it is under no contractual or other disability, which would prevent it from complying with these requirements as well as any and all applicable amendments thereto.

C. The DEVELOPER will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the CITY, take appropriate action pursuant to the subcontractor upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, in 24 Code of Federal Regulations.

The DEVELOPER will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 code of Federal Regulations and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with these requirements as well as with any and all applicable amendments thereto.

D. Compliance with the provisions of Section 3, the regulations set forth in 24 Code of Federal Regulations and all applicable rules and orders of the AGENCY of Housing and Urban Development issued thereunder prior to the execution of the contract shall be a condition precedent to federal financial assistance being provided to the PROJECT as well as a continuing condition, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the DEVELOPER or recipient, its contractors and subcontractors, its successors, and assigns to those sanctions specified by 24 Code of Federal Regulations as well as with any and all applicable amendments thereto.

Section XIII – Compliance with Federal, State & Local Laws

The DEVELOPER covenants and warrants that it will comply with all applicable laws, ordinances, codes, rules and regulations of the state local and federal governments, and all amendments thereto, including, but not limited to; Title 8 of the Civil Rights Act of 1968 PL.90-284; Executive Order

11063 on Equal Opportunity and Housing Section 3 of the Housing and Urban Development Act of 968; Housing and Community Development Act of 1974, as well as all requirements set forth in 24 CFR 92 of the HOME INVESTMENT PARTNERSHIP PROGRAM. The DEVELOPER covenants and warrants that it will indemnify and hold the City forever free and harmless with respect to any and all damages whether directly or indirectly arising out of the provisions and maintenance of this contract.

The DEVELOPER agrees to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15), and include in scope of work the installation of an active sub slab radon mitigation system to comply with CPD-23-103.

The DEVELOPER further warrants and agrees to include or cause to be included the criteria and requirements of this section in every non-exempt subcontract in excess of $100,000.

The DEVELOPER also agrees to take such action as the federal, state or local government may direct to enforce aforesaid provisions.

Section XIV – Suspension & Termination

In accordance with 24 CFR 85.43, suspension or termination may occur if the DEVELOPER materially fails to comply with any term of the award, and that the award may be terminated for convenience in accordance with 24 CFR 85.44.

If, through any cause, the DEVELOPER shall fail to fulfill in timely and proper manner its obligations under this contract, or if the DEVELOPER shall violate any of the covenants, agreements, or stipulations of this contract, the CITY shall thereupon have the right to terminate this contract by giving written notice to the DEVELOPER of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, the DEVELOPER shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder to the date of said termination. Notwithstanding the above, the DEVELOPER shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of the contract by the DEVELOPER and the CITY may withhold any payments to the DEVELOPER for the purpose of setoff until such time as the exact amount of damages due the CITY from the DEVELOPER is determined whether by court of competent jurisdiction or otherwise.

Section XV – Termination for Convenience of the CITY

The CITY may terminate for its convenience this contract at any time by giving at least thirty (30) days notice in writing to the DEVELOPER. If the contract is terminated by the CITY, as provided herein, the City will reimburse for any actual and approved expenses incurred, including those costs involved in terminating the contracts and shutting down the work as of the date of notice, and the DEVELOPER will be paid as a FEE an amount which bears the same ratio to the total compensation as the services actually performed bear to the total service of the DEVELOPER covered by this contract, less payments of compensation previously made. Claims and disputes between the parties will be submitted to the American Arbitration Association for resolution. Award or judgment may be

entered in any court having jurisdiction thereof.

Section XVI – Default-Loss of Grant Funds

If the DEVELOPER fails in any manner to fully perform and carry out any of the terms, covenants, and conditions of the agreement, and more particularly if the DEVELOPER refuses or fails to proceed with the work with such diligence as will insure its completion within the time fixed by the schedule set forth in Section II of this agreement, the DEVELOPER shall be in default and notice in writing shall be given to the DEVELOPER of such default by the AGENCY or an agent of the AGENCY. If the DEVELOPER fails to cure such default within such time as may be required by such notice, the CITY, acting by and through the AGENCY, may at its option terminate and cancel the contract.

In the event of such termination, all grant funds awarded to the DEVELOPER pursuant to this agreement shall be immediately revoked and any approvals related to the PROJECT shall immediately be deemed revoked and canceled. In such event, the DEVELOPER will no longer be entitled to receive any compensation for work undertaken after the date of the termination of this agreement, as the grant funds will no longer be available for this project.

Such termination shall not effect or terminate any of the rights of the CITY as against the DEVELOPER then existing, or which may thereafter accrue because of such default, and the foregoing provision shall be in addition to all other rights and remedies available to the CITY under the law and the note and mortgage (if in effect), including but not limited to compelling the DEVELOPER to complete the project in accordance with the terms of this agreement, in a court of equity.

The waiver of a breach of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term, covenant, or condition hereof.

Section XVII – Reporting Responsibilities

The DEVELOPER agrees to submit any and all quarterly reports required by HUD or the CITY to the AGENCY on the following due dates of this agreement.

The AGENCY will send the DEVELOPER one reminder notice if the quarterly report has not been received fourteen (14) days after the due date. If the DEVELOPER has not submitted a report fourteen (14) days after the date on the reminder notice, the CITY will have the option to terminate the contract as described in this agreement. In addition, the DEVELOPER agrees to provide the AGENCY information as required to determine program eligibility, in meeting national objectives, and financial records pertinent to the project. Additional reporting requirements may be created by the AGENCY and effective when submitted to the DEVELOPER in writing.

Section XVIII – Inspection, Monitoring & Access to Records

The CITY reserves the right to inspect, monitors, and observe work and services performed by the DEVELOPER at any and all reasonable times.

The CITY reserves the right to audit the records of the DEVELOPER any time during the performance of this Agreement and for a period of five years after final payment and project closeout is made under

this Agreement.

If required, the DEVELOPER will provide the AGENCY with a certified audit of the DEVELOPER's records representing the Fiscal Year during which the PROJECT is implemented, whenever the DEVELOPER expends $500,000 or more in a year, in Federal awards, pursuant to the requirements of OMB Circular A-133.

Access shall be immediately granted to the CITY, HUD, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the DEVELOPER or its contractors which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

Section XIX – General Conditions

A. All notices or other communication which shall or may be given pursuant to this Agreement shall be in writing and shall be delivered by personal service, or by registered mail addressed to the other party at the address indicated herein or as the same may be changed from time to time. Such notice shall be deemed given on the day on which personally served; or, if by mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier.

City address --- 602 S. Main Street; Joplin, Missouri 64801

DEVELOPER address --- 5201 N. Main Street., Joplin Missouri 64801

B. Title and paragraph headings are for convenient reference and are not a part of this Agreement.

C. In the event of conflict between the terms of this Agreement and any terms or conditions contained in any attached documents, the terms in this Agreement shall rule.

D. No waiver or breach of any provision of this Agreement shall constitute a waiver of a subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

E. The parties hereto agree that this Agreement shall be construed and enforced according to the laws of the State of Missouri.

F. Should any provisions, paragraphs, sentences, words or phrases contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Missouri or the City of Joplin, such provisions, paragraphs, sentences, words or phrases shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable to conform with such laws, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect.

G. The DEVELOPER shall comply with the provisions of the Copeland Anti-Kick-Back Act (18 U.S.C. 874) as supplemented in the AGENCY of Labor Regulations (29 CFR Part 3), as amended.

H. The DEVELOPER shall comply with the provisions of sections 103 and 107 of the Contract Work Hours and Safety Standard Act (40 U.S.C. 327-330) as supplemented by AGENCY of Labor regulations (29 CFR, Part 5), as amended.

I. The DEVELOPER further warrants and agrees to include or cause to be included the criteria and requirements of paragraphs (G) through (H) of this section in every nonexempt subcontract. The DEVELOPER also agrees to take such action as the federal, state or local government may direct to enforce aforesaid provisions.

J. The obligations undertaken by DEVELOPER pursuant to this Agreement shall not be delegated or assigned to any other person or agency unless CITY shall first consent to the performance or assignment of such service or any part thereof by another person or agency.

K. The Agreement shall be binding upon the parties hereto, their heirs, executors, legal representative, successors and assigns.

L. DEVELOPER shall indemnify and save CITY harmless from and against any negligent claims, liabilities, losses and causes of action which may arise out of DEVELOPER 's activities under this Agreement, including all other acts or omissions to act on the part of DEVELOPER , including any person acting for or on its behalf, and, from and against any orders, judgments, or decrees which may be entered, and from and against all costs, attorney's fees, expenses and liabilities incurred in the defense of any such claims, or in the investigation thereof.

M. DEVELOPER and its employees and agents shall be deemed to be independent contractors, and not agents or employees of the CITY, and shall not attain any rights or benefits under the civil service or pension ordinances of the CITY, or any rights generally afforded classified or unclassified employee; further they shall not be deemed entitled to compensation benefits as an employee of the CITY.

N. Funding for this Agreement is contingent on the availability of funds and continued authorization for program activities and is subject to amendment or termination due to lack of funds, or authorization, reduction of funds, and/or change in regulations.

O. DEVELOPER shall follow the legal protocol for the Federal Work Authorization Program ("FWAP") as found in Attachment E.

IN WITNESS WHEREOF,

The City of Joplin and the DEVELOPER have caused their signatures to be hereunto affixed and duly attested.

FOR DEVELOPER

Joplin Economic Housing Development Initiative: a Missouri Nonprofit Organization

By: _____ Date: _____

Bryan West
Executive Director

Attest:

_____
Scott Clayton
President of the Board

FOR CITY

City of Joplin; a political subdivision of the State of Missouri

By: _____ Date: _____

Troy Bolander
Director of Planning, Development, and Neighborhood Services

Attest:

_____

Thomas Walters
City Planner

Approved as to form:

_____

Peter Edwards
City Attorney

Attachment A

The Joplin HOME Consortium is organized by written Memorandums of Understandings with the City of Joplin and consists of the following 11 members:

1) City of Joplin, and
2) City of Carthage, and
3) City of Webb City, and
4) City of Carl Junction, and
5) City of Carterville, and
6) City of Sarcoxie, and
7) City of Oronogo, and
8) Village of Airport Drive, and
9) City of Neck City, and
10) All unincorporated areas of Jasper County, and
11) Village of Duquesne

Attachment B

PROPOSAL FOR:

JOPLIN CONSORTIUM PROJECT 2025 H-1(a)

CHDO BRIDGE HOUSING

Submitted by: Joplin Economic Housing Development Initiative (JEHDI)

SUMMARY

The Joplin Economic Housing Development Initiative (JEHDI) proposes to use $310,000 in CHDO HOME Entitlement funds to construct two (2) single family homes. These homes will be located within a community that is part of the Joplin Consortium and will serve Low to Moderate Income (LMI) families.

This project will directly support the CHDO purpose of creating affordable housing and stabilizing neighborhoods. The homes will serve as Bridge Housing – temporary homes for approved partner families awaiting permanent homeownership opportunities through JEHDI's affordable homebuilding program.

The need for affordable housing in our community remains urgent. While JEHDI has built fourteen homes within the Consortium, funding uncertainty has forced a temporary pause on accepting new applications. We currently have 28 pre-qualified families and receive new inquiries weekly. With only four existing Bridge Homes, expanding this program will allow us to reopen applications, vet more families, and provide safe, temporary housing as we secure funding for their future permanent homes. This expansion keeps progress moving forward on addressing this critical community need.

ACQUISITION

The City of Joplin has completed the Environmental Review to determine site eligibility. Upon approval by the Joplin City Council and execution of a written agreement, JEHDI will receive a Notice to Proceed and assume all responsibilities outlined in that agreement.

CONSTRUCTION

Homes will be constructed in full compliance with local building codes and quality standards.
JEHDI may use its own staff, subcontractors, or a general contractor, and reserves the right to include volunteer groups when possible.

Procurement Standards

JEHDI will follow these procurement thresholds:

1. **Under $1,000** – Determined by Developer
2. **$1,000 to $15,000** – Minimum of three (3) written estimates required
3. **Over $15,000** – Minimum of three (3) competitively sealed bids required

Contracts will be awarded to the lowest, most responsive and responsible bidder, taking into account the contractor's ability to complete work on schedule. All contractors must hold the necessary licenses and permits.

JEHDI will provide ongoing construction oversight, approve inspection-based pay requests, and ensure quality and timely completion.

QUALIFICATIONS OF HOMEBUYER

CHDO Bridge Housing will prioritize families in the greatest need, who will reside in these homes temporarily while their permanent homes are built.

Partner families will meet HUD and JEHDI eligibility requirements before approval. They will also participate in the "sweat equity" model – contributing volunteer hours toward the construction of their own home.

CHDO PROCEEDS

Bridge Housing units are intended as temporary residences for approved partner families. All proceeds will be designated as CHDO Proceeds and maintained in a restricted reserve account for future HOME eligible projects.

When sufficient CHDO proceeds accumulate, JEHDI will reinvest them into additional HOME eligible activities, such as rehabilitation or new construction, to further expand affordable housing capacity.

JEHDI intends to use these funds as cash contributions toward future HOME eligible projects, strengthening leverage and partnership opportunities within the Joplin Consortium

PROGRAM BUDGET

Description	JEHDI Match	Developer Fee	HOME	Total
2 four-bedroom / two-bathroom homes at 1119 Empire	$90,189	$35,000	$310,000	**$400,189**

PROJECT OUTCOMES

- Construction of 2 new homes for LMI families
- Expanded Bridge Housing capacity from 4 to 6 homes
- Strengthened pipeline for future Habitat homeownership applicants
- Stabilization of neighborhood housing stock
- Sustainable reinvestment of CHDO proceeds into future HOME eligible activities

STATE OF _____)
) ss.
COUNTY OF _____)

AFFIDAVIT OF COMPLIANCE
(Missouri Unauthorized Alien Workers Act)

My name is _____(Name) and I am the _____(Title) of _____(Company Name). I hereby represent, affirm and certify to the City of Joplin that my company does not knowingly employ any person who is an unauthorized alien in connection with contracted services with the City. I further affirm that my company is actively enrolled and participating in a federal work authorization program with respect to all employees working in connection with the contract services provided to the City.

_____
Affiant

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this _____ day of _____, 2023.

_____
Notary Public

My commission expires:

_____

COUNCIL BILL NO. 2026-401 ORDINANCE NO.

AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and Joplin Economic Housing Development Initiative that pertains to 2024 and 2025 HOME funds in the total amount not to exceed $310,000.00; authorizing the City Manager or his designee to execute same on behalf of the City of Joplin;

WHEREAS, the City of Joplin and Joplin Economic Housing Development Initiative, are desirous of entering into an agreement whereby Joplin Economic Housing Development Initiative will develop two units as part of the 2025 CHDO New Construction Rental Program on behalf of the Joplin Consortium HOME Investment Partnership Program.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF JOPLIN, MISSOURI, AS FOLLOWS:

Section 1: That an Agreement between the City of Joplin, Missouri, Joplin Economic Housing Development Initiative is entered into for three hundred ten thousand dollars ($310,000.00), a copy of same, or copy in substantially similar form, attached hereto and incorporated herein, be and the same is hereby approved.

Section 2: That the City Manager or his designee, the Director of Planning, Development and Neighborhood Services of the City of Joplin, Missouri, is hereby authorized to execute said Agreement in substantially similar form, by and on behalf of the City of Joplin.

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

_____
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 2026-402: approving Program Year 2025 CHDO Homebuyer Construction Agreement.

MEETING DATE
April 6, 2026

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

SUMMARY
The following agreement is between the City of Joplin and Joplin Economic Housing Development Initiative to develop and construct homes as part of the 2025 Community Housing Development Organization (CHDO) New Construction Program.

BACKGROUND

The City of Joplin, acting as the lead Participating Jurisdiction of the Joplin HOME Consortium, intends to provide HOME funds received from the Department of Housing and Urban Development (HUD) to Joplin Economic Housing Development Housing Initiative (JEHDI), as designated by the City of Joplin as a Community Housing Development Organization (CHDO), is to receive HOME CHDO set aside funds as required by HUD. JEHDI has identified the sites and the Community Development Planner has conducted an Environmental review, and upon effect of this agreement to fully fund construction, notice to proceed will be given to develop one home for the benefit of low to moderate income homebuyers. The site generally described as 1702 S Empire, in the City of Joplin.

FUNDING SOURCE
This council bill provides One Hundred and Seventy Five Thousand Dollars and Zero Cents ($175,000.00) from the HOME Investment Partnership Program and is included in the 2026 Community Planning HOME Consortium Budget.

Entitlement Program Year 2025 (July 1, 2025 - June 30, 2026) Will receive PY 2026 grant prior to end of City 2026 Fiscal Year

Grant	Grant Balance			Cost	Remaining Balance
M-25-DC-29-0209	$ 540,318.51	CB 2026-401	1119 S Empire (2 Houses/Rentals)	$ 310,000.00	$ 230,318.51
M-24-DC-29-0209	$ 492,189.73	CD 2025-402	1702 Empire (1 house)	$ 175,000.00	$ 317,189.73
	*1119 S Empire must be funded with 2025 Funds per Action Plan				

Confirmed Planned Projects to be initiated prior to November 1st 2026

2008 S Sergeant	Funded with remaining balance of 2025 and future 2026 Grant (rental added in 2025 Action Plan)
	Anticipated HOME Budget $550,000 to $650,000 (Still in underwriting due to change in design, 8 Units)

Planned Projects which will be potentially funded in order of which they meet requriements

Grand Lots	3 homes constructed with pre-2025 funds
31st street Lot	1 Home constructed with pre-2025 grant funds
7 Acre Development	Initial discovery, may not proceed

RECOMMENDATION

This program has received prior approval from the Council as part of the 2025 Action Plan.

ATTACHMENTS

2025 CHDO Homebuyer New Construction Agreement
Council Bill No 2026-402

JOPLIN CONSORTIUM

2025 CHDO Homebuyer New Construction Program

BETWEEN
THE CITY OF JOPLIN, MISSOURI
AND
JOPLIN ECONOMIC HOUSING DEVELOPMENT INITIATIVE

THIS AGREEMENT MADE this ____ day of _____, 2026, by and between the City of Joplin, Missouri, hereinafter referred to as the "CITY", and the Joplin Economic Housing Development Initiative, a nonprofit corporation hereinafter referred to as the "DEVELOPER" and which is located at: 5201 N. Main St., Joplin, Missouri, 64801.

WITNESSETH

WHEREAS, the CITY is the recipient of HOME Investment Partnerships Program Funds from the U.S. Department of Housing and Urban Development (HUD), including funds that are reserved for the use of Community Housing Development Organizations (CHDOs); and

WHEREAS, the DEVELOPER has been certified with the CITY as a CHDO, and has submitted a proposal for use of CHDO funds for a CHDO-eligible project under HOME regulations;

NOW, THEREFORE in consideration of the mutual covenants and obligations herein contained, including the Attachments, and subject to the terms and conditions hereinafter stated, the parties hereto understand and agree as follows:

Section I – Definitions

A. **AGENCY** – is hereby defined as the Planning Development and Neighborhood Services, the HOME Program administering agency of the City of Joplin and members of the Joplin Consortium, as shown in Attachment A. For the purpose of this Agreement and all administration of HOME funds, the AGENCY shall act on behalf of the CITY in the execution and fiscal and programmatic control of this agreement. The term "Approval by the CITY" or like term used in this Agreement shall in no way relieve the DEVELOPER from any duties or responsibilities under the terms of this Agreement, or obligation State or local law or regulation.

B. **DIRECTOR** – is hereby defined as the Planning Development and Neighborhood Services Manager of the CITY.

C. **FEE** – is hereby defined as the amount of money the CITY agrees to pay and the DEVELOPER agrees to accept as payment in full for all the professional, technical and construction services rendered pursuant to this Agreement to complete the WORK as further defined in Section III SCOPE OF WORK, hereof.

D. **WORK** – is hereby defined as all the professional, technical and construction services to be rendered or provided by the DEVELOPER as described hereof.

E. **PROJECT** – is hereby defined as the construction of individual houses for low to moderate income families to support the PROGRAM. The Specific project locations are as defined in ATTACHMENT B & ATTACHMENT C.

F. **PROGRAM-** is hereby defined as the overall process which includes each PROJECT developed in accordance with this Agreement.

G. **HOME** – is hereby defined as the HOME Investment Partnerships Program as described in 24 CFR Part 92, under the authority of 42 U.S.C. 3535 (d) and 12701 - 12839.

Section II – Term

The DEVELOPER expressly agrees to complete all work required by this agreement in accordance with the timetable set forth.

Project Time Schedule

Milestone	***Deadline***
Site plan development	Summer 2026
Construction notice to proceed	Summer 2026
Quarterly progress reports	September 15, 2026 December 15, 2026
Construction completion	Spring 2027
Quarterly progress report	March 15, 2027
Home Sold	9 months after construction completion
Expenditure deadline	September 15, 2027

In addition, this project is subject to ongoing compliance requirements of HOME for five years from the date project completion date; Except, for documents imposing Recapture/Resale restrictions which must be retained for five years after the affordability period terminates [92.508 (c)(2)]. During this compliance period, the DEVELOPER will assure continued compliance with HOME requirements. Ongoing compliance requirements include monitoring units for principal residency and recapture of funds at time of resale.

Timely completion of the work specified in this agreement is an integral and essential part of performance. The expenditure of HOME funds is subject to Federal deadlines and could result in the loss of the Federal funds. By the acceptance and execution of this agreement, it is understood and agreed by the DEVELOPER that the PROJECT must be completed (construction completed and home sold) within **4 Years of the Signing of this Agreement.** The DEVELOPER agrees, then to work as expeditiously as possible and that the DEVELOPER will make every effort to ensure that the project will proceed and will not be delayed. Failure to meet these deadlines can result in cancellation of this contract and the revocation of HOME funds.

Since it is mutually agreed that time is of the essence as regards this agreement, the DEVELOPER shall cause appropriate provisions to be inserted in all contracts or subcontracts relative to the work tasks required by this agreement, in order to ensure that the PROJECT will be completed according to the timetable set forth.

In the event the DEVELOPER is unable to meet the above schedule or complete the above services because of delays resulting from ongoing compliance requirements, Acts of God, untimely review and approval by the CITY and other governmental authorities having jurisdiction over the PROJECT, or other delays that are not caused by the DEVELOPER, the CITY shall grant (upon HUD approval) a one-year extension of time for completion of the WORK. It shall be the responsibility of the DEVELOPER to notify the CITY in writing whenever a delay is anticipated or experienced, and to inform the CITY of all facts and details related to the delay.

Section III – Use of Funds

The DEVELOPER, in close coordination with the CITY, shall perform all services (the "WORK") necessary to assist in the development of the at least **one (1) PROJECT** as discussed in ATTACHMENT B JOPLIN CONSORTIUM PROJECT 2025 H-2(b), New Construction Homebuyer Program in full compliance with the terms of this Agreement.

It is understood that the DEVELOPER will provide architectural plans, a working budget and realistic timetable for each PROJECT as it relates to: construction materials, specialty labor, and other related development costs prior to any fund usage. Said budget shall identify all sources and uses of funds, and allocate HOME and non-HOME funds to activities or line items. The PROJECT will be considered approved when all necessary documentation has been received and letter of notice to proceed is issued by the CITY.

The aforementioned Work tasks will be performed in essentially the manner proposed in the DEVELOPER's proposal. The aforementioned documents will be considered to be a part and portion of this agreement for reference.

Section IV – Requests for Disbursement of Funds

A. Project expenses shall be paid based on vouchers for actual expenses incurred or paid. Requests for payment must be submitted by the DEVELOPER on an invoice containing the organization logo or letterhead, contain an itemized list of items to be reimbursed, total dollar amount requested, along with adequate and proper documentation of all eligible costs incurred in compliance with the actual cost of construction (92.206).

B. **Eligible and Ineligible Expenses (92.205; 92.206; 92.214):** All such expenses shall be in conformance to the approved project budget. Budget revision and approval shall be required prior to payment of any expenses not conforming to the approved project budget. The DEVELOPER will follow the regulations for eligible and ineligible project costs set forth in 92.206 and 92.214. Expenses found to be out of compliance with regulation 92.214 will not be reimbursed by the CITY.

C. The CITY shall pay the DEVELOPER, as maximum compensation or FEE for the developer services required pursuant to the Scope of Work thereof, FIFTEEN THOUSAND DOLLARS

($15,000.00) of HOME Funds, an amount included in Section IV A. DEVELOPER FEE is not to exceed 10% of total development costs if additional sources are included in the project. Progress payments of FEES will not exceed the following cumulative maximum percentages of total developer fee at the following stages of each project completion:

Milestone	***Max. Cumulative Developer Fee %***
Acquisition closing	25%
50% construction completion	50%
Construction completion (certificate of occupancy)	75%
Sale to Qualified LMI Buyer & completion report	100%

D. The CITY reserves the right to inspect records and project sites to determine that reimbursement and compensation requests are reasonable. The CITY also reserves the right to hold payment until adequate documentation has been provided and reviewed.

E. The DEVELOPER may submit a final invoice upon completion. Final payment shall be made after the CITY has determined that all services have been rendered, files and documentation delivered, and units have been placed in service in full compliance with HOME regulations, including submission of a completion report and documentation of eligible occupancy, property standards and long-term use restrictions.

F. **Affordability (92.252; 92.254):**
The CITY shall have the right to review and audit all records of the DEVELOPER pertaining to any payment by the CITY. Said records shall be maintained for a period of five years after the project completion date. Except, for documents imposing Resale/Recapture restrictions which must be retained for Five years after the affordability period terminates [92.508 (c)(2)].
The HOME-assisted housing must meet the affordability requirements for not less than the applicable period specified in the following table, beginning after project completion.[92.254 (a)(4)].

HOME amount per-unit	**Minimum period of affordability in years**
Under $15,000	5
$15,000 to $40,000	10
Over $40,000	15

Section V – Project Requirements

The DEVELOPER agrees to comply with all requirements of the HOME Program as stated in 24 CFR Part 92, including but not limited to the following.

A. **Environmental Review (92.352):** No HOME project funds will be advanced, and no costs can be

incurred, until the City has conducted an **Environmental Review** of the proposed project site as required under 24 CFR Part 58. The environmental review may result in a decision to proceed with, modify or cancel the project.

Notwithstanding any provision of this Agreement, the parties hereto agree and acknowledge that this Agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of Environmental Review and receipt by the CITY of a release of funds from the U.S. Department of Housing and Urban Development under 24 CFR Part §58.

Further, the DEVELOPER will not undertake or commit any funds to physical or choice-limiting actions, including property acquisition, demolition, movement, rehabilitation, conversion, repair or construction, prior to the environmental clearance, and must indicate that the violation of this provision may result in the denial of any funds under the agreement.

B. **Qualification as Affordable Housing (92.254):** The DEVELOPER will ensure that all HOME assisted units will be in compliance with 24 CFR 92.254, including documenting that the property is Single Family Housing and Modest Housing (housing that does not exceed 95% of the median purchase price for the area) 92.254(a) (2) (i), and will be the principle residence of the income eligible family throughout the affordability period.

The designated HOME-assisted units of this PROJECT will meet the affordability requirements as found in 92.254 (owner-occupied). The DEVELOPER shall collect and maintain Project beneficiary information pertaining to household size, income levels, racial characteristics, and the presence of female headed households in order to determine low and moderate-income benefit in a cumulative and individual manner. Income documentation shall be in a form consistent with HOME requirements as stated in the HUD ***Technical Guide for Determining Income and Allowances Under the HOME Program***.

The DEVELOPER shall assure that any NOTES and MORTGAGES recorded for homebuyers shall be in compliance with 24 CFR 92.254 and that the DEVELOPER will monitor each unit for principal residency (under 92.254(a)(3)) and resale/recapture (under 92.254 (a)(4) – (5)).

If the property is sold through a lease-purchase agreement, the AWARDEE will ensure compliance with 92.254(a)(7), as modified by the 1999 Appropriations Act, Section 599B.

C. **Nondiscrimination (92.350):** In the selection of occupants for PROJECT units, the DEVELOPER shall comply with all nondiscrimination requirements of 24 CFR 92.350.

D. **Property Standards (92.251; 92.355):** The DEVELOPER shall assure compliance with 24 CFR 92.251 as relates to Property Standards and Housing Quality Standards (HQS), Accessibility Standards under 24 CFR 92.251(a)(3) as applicable, and Lead Based Paint Requirements as found in 24 CFR 92.355 and 24 CFR Part 35.

E. The DEVELOPER will provide any documentation required by the AGENCY regarding match as may be required to document match for purposes of the HOME program.

F. The DEVELOPER will be monitored by the AGENCY for compliance with the regulations of 24

CFR 92 for the compliance period specified above. The DEVELOPER will provide reports and access to project files as requested by the AGENCY during the PROJECT and for Five (5) years after completion and closeout of the AGREEMENT.

Section VI – Repayment of Loan

A. All HOME funds are subject to repayment in the event the PROJECT does not meet the PROGRAM requirements as outlined above.

B. It is understood that upon the completion of the PROGRAM, any HOME funds reserved but not expended under this agreement will revert to the CITY.

C. If the PROJECT is rental, funds will remain a deferred loan for the period of 15 years, at which time the loan may be forgiven or extended in the sole discretion of the CITY for another term. Sale of the property to another party may occur only with the approval of the CITY, and the purchaser shall assume all obligations of the DEVELOPER under this agreement, the note and mortgage, and the deed covenants. Provisions in those documents will provide for the extinguishment of the requirements only in the event of a third-party foreclosure or deed in lieu of foreclosure.

D. If the PROJECT is for owner-occupancy, the DEVELOPER shall lend the HOME funds to the individual buyers in an amount sufficient to make the purchase affordable. Any HOME funds that reduce the price of the property below the fair market value of the property shall be secured by a HOME note and subordinate mortgage as required in 92.254(a)(5)(ii), using the note and mortgage prescribed or approved by the AGENCY (and consistent with the method of recapture identified in the CITY's Consolidated Plan.")

1) All net sales proceeds from the sale of units are considered to be CHDO proceeds that may be retained by the DEVELOPER and used in conformance with 24 CFR 92.300(a)(2), or as specified in ATTACHMENT A & B, PROPOSALS FOR: 2023 JOPLIN CONSORTIUM; CHDO New Construction Homebuyer Program.

2) Prior to each closing, the DEVELOPER will provide to the AGENCY the estimated settlement statement, along with a reconciliation statement and the draft note and mortgage. The reconciliation statement shall account for the pro-ration of HOME project funds to the individual unit, and identify those funds that are to be lent to the buyer as "Buyer subsidies" secured by the HOME note and mortgage, the pro-rated HOME development funds that are to be forgiven as "Development subsidies", and the amount of developer fee or CHDO sales proceeds to be retained from settlement funds.

3) All resale proceeds that are received from buyers as they resell the properties during the compliance period to other buyers shall be considered "Recaptured Funds" under 24 CFR 92.254(a)(5)(ii)A)(5) and must be repaid to the CITY for use in eligible HOME projects as required by 24 CFR 92.503. The DEVELOPER shall promptly notify the AGENCY of such transactions and will promptly convey any Recaptured Funds to the AGENCY.

Section VII – CHDO Provisions (92.300)

It is understood that the AWARDEE has certified that it is and will maintain CHDO (Community Housing Development Organization) status for the term of the PROJECT/AGREEMENT in accordance with 24 CFR 92. AWARDEE agrees to provide information as may be requested by the AGENCY to document its continued compliance, including but not limited to an annual board rooster and certification of continued compliance.

Any funds advanced as CHDO pre-development funds must be in compliance with 92.301, and are forgivable only under the terms in 92.301.

Any funds advanced to the CHDO as CHDO Operating Expenses must be expended in compliance with 24 CFR 92.208.

Any funds that the CHDO is permitted to retain as CHDO proceeds from this project shall be used in compliance with 24 CFR 92.300(a)(2) and as specified in this Agreement.

If the project is rental, the AWARDEE will create and follow a tenant participation plan as required in 24 CFR 92.303.

Section VIII – Procurement Standards

The DEVELOPER shall establish procurement procedures to ensure that materials and services are obtained in a cost-effective manner. When procuring for services to be provided under this agreement, the DEVELOPER shall comply at a minimum with the nonprofit procurement standards at 24 CFR 84.40 – 24 CFR 84.48.

In addition, the following requirements are imposed on any procurement under this PROJECT:

1) Under $1,000 – determined by DEVELOPER;

2) $1,000 - $15,000 – at least three (3) written estimates are required;

3) Over $15,000 – at least three (3) competitively sealed bids from contractors/ suppliers.

It is not acceptable to divide or split quantities to be purchased with the intent of evading or circumventing the bidding requirements.

In addition, it is understood that any DEVELOPER that can be considered to be a religious organization shall abide by all portions of 24 CFR 92.257 for Faith-based activities.

Section IX – Conflict of Interest Provisions (92.356)

The DEVELOPER warrants and covenants that it presently has no interest and shall not acquire any interest, directly or indirectly, which could conflict in any manner or degree with the performance of its services hereunder. The DEVELOPER further warrants and covenants that in the performance of this contract, no person having such interest shall be employed.

HOME conflict of interest provisions, as stated in 92.356, apply to the award of any contracts under

the agreement and the selection of tenant households to occupy HOME-assisted units.

No employee, agent, consultant, elected official, or appointed official of the DEVELOPER may obtain a financial interest or unit benefits from a HOME-assisted activity, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. This prohibition includes the following:

1. Any interest in any contract, subcontract or agreement with respect to a HOME-assisted project or program administered by the DEVELOPER, or the proceeds thereunder; or

2. Any unit benefits or financial assistance associated with HOME projects or programs administered by the DEVELOPER , including:

    - Occupancy of a rental housing unit in a HOME-assisted rental project;
    - Receipt of HOME tenant-based rental assistance;
    - Purchase or occupancy of a homebuyer unit in a HOME-assisted project;
    - Receipt of HOME homebuyer acquisition assistance; or
    - Receipt of HOME owner-occupied rehabilitation assistance

This prohibition does not apply to an employee or agent of the DEVELOPER who occupies a HOME-assisted unit as the on-site project manager or maintenance worker.

In addition, no member of Congress of the United States, official or employee of HUD, or official or employee of the Participating Jurisdiction shall be permitted to receive or share any financial or unit benefits arising from the HOME-assisted project or program.

Prior to the implementation of the HOME-assisted activity, exceptions to these provisions may be requested by the DEVELOPER in writing to the Participating Jurisdiction. The DEVELOPER must demonstrate and certify that the policies and procedures adopted for the activity will ensure fair treatment of all parties, and that the covered persons referenced in this policy will have no inside information or undue influence regarding the award of contracts or benefits of the HOME assistance. The Jurisdiction may grant exceptions or forward the requests to HUD as permitted by 24 CFR 92.356, 85.36 and 84.42, as they apply.

Section X – City Responsibilities

The CITY shall furnish the DEVELOPER with the following services and information from existing CITY records and CITY files:

A. The CITY shall provide to the DEVELOPER information regarding its requirements for the PROJECT.

B. The CITY will provide the DEVELOPER with any changes in HOME regulations or program limits that affect the project, including but not limited to income limits, property value limits and rent limits.

C. The CITY will conduct progress inspections of work completed to protect its interests as lender and regulatory authority for the project, and will provide information to the DEVELOPER

regarding any progress inspections or monitoring to assist it in ensuring compliance.

The CITY's review and approval of the WORK will relate only to overall compliance with the general requirements of this Agreement and HOME regulations, and all CITY regulations and ordinances.

Nothing contained herein shall relieve the DEVELOPER of any responsibility as provided under this Agreement.

Section XI – Equal Employment Opportunity and Labor

During the performance of this contract, the DEVELOPER agrees as follows:

A. The DEVELOPER will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin(s). The DEVELOPER will take affirmative action to ensure the applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin(s). Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The DEVELOPER agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer of the CITY setting forth the provisions of this nondiscrimination clause.

B. The DEVELOPER will, in all solicitations or advertisements for employees placed by or on behalf of the DEVELOPER, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

C. The DEVELOPER will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the CITY's contracting officer, advising the labor union or worker's representative of the DEVELOPER's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The DEVELOPER will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

E. The DEVELOPER will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the AGENCY and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and order.

F. In the event the DEVELOPER is found to be in noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part and the DEVELOPER may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965 or by rule, regulations, or

order of the Secretary of Labor or as otherwise provided by law.

G. The DEVELOPER will include the provisions of paragraphs (a) through (g) of this section in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The DEVELOPER will take such action with respect to any subcontract or purchase order as the AGENCY may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the DEVELOPER becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the AGENCY, the DEVELOPER may request the United States to enter into such litigation to protect the interest of the United States.

Section XII – Labor, Training & Business Opportunity (92.354)

The DEVELOPER agrees to comply with the federal regulations governing training, employment and business opportunities as follows:

A. It is agreed that the WORK to be performed under this agreement is on a project assisted under a program providing direct Federal financial assistance from the US Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701 u, as well as any and all applicable amendments thereto. Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given low and moderate income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the project area.

B. The DEVELOPER shall comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 Code of Federal Regulations and all applicable rules and orders of the AGENCY of Housing and Urban Development issued thereunder as well as any and all applicable amendments thereto prior to the execution of this contract as well as during the term of this contract. The DEVELOPER certifies and agrees that it is under no contractual or other disability, which would prevent it from complying with these requirements as well as any and all applicable amendments thereto.

C. The DEVELOPER will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the CITY, take appropriate action pursuant to the subcontractor upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, in 24 Code of Federal Regulations.

The DEVELOPER will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 code of Federal Regulations and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with these requirements as well as with any and all applicable amendments thereto.

D. Compliance with the provisions of Section 3, the regulations set forth in 24 Code of Federal

Regulations and all applicable rules and orders of the AGENCY of Housing and Urban Development issued thereunder prior to the execution of the contract shall be a condition precedent to federal financial assistance being provided to the PROJECT as well as a continuing condition, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the DEVELOPER or recipient, its contractors and subcontractors, its successors, and assigns to those sanctions specified by 24 Code of Federal Regulations as well as with any and all applicable amendments thereto.

Section XIII – Compliance with Federal, State & Local Laws

The DEVELOPER covenants and warrants that it will comply with all applicable laws, ordinances, codes, rules and regulations of the state local and federal governments, and all amendments thereto, including, but not limited to; Title 8 of the Civil Rights Act of 1968 PL.90-284; Executive Order 11063 on Equal Opportunity and Housing Section 3 of the Housing and Urban Development Act of 968; Housing and Community Development Act of 1974, as well as all requirements set forth in 24 CFR 92 of the HOME INVESTMENT PARTNERSHIP PROGRAM. The DEVELOPER covenants and warrants that it will indemnify and hold the City forever free and harmless with respect to any and all damages whether directly or indirectly arising out of the provisions and maintenance of this contract.

The DEVELOPER agrees to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15), and include in scope of work the installation of an active sub slab radon mitigation system to comply with CPD-23-103.

The DEVELOPER further warrants and agrees to include or cause to be included the criteria and requirements of this section in every non-exempt subcontract in excess of $100,000.

The DEVELOPER also agrees to take such action as the federal, state or local government may direct to enforce aforesaid provisions.

Section XIV – Suspension & Termination

In accordance with 24 CFR 85.43, suspension or termination may occur if the DEVELOPER materially fails to comply with any term of the award, and that the award may be terminated for convenience in accordance with 24 CFR 85.44.

If, through any cause, the DEVELOPER shall fail to fulfill in timely and proper manner its obligations under this contract, or if the DEVELOPER shall violate any of the covenants, agreements, or stipulations of this contract, the CITY shall thereupon have the right to terminate this contract by giving written notice to the DEVELOPER of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, the DEVELOPER shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder to the date of said termination. Notwithstanding the above, the DEVELOPER shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of the contract by the DEVELOPER and the CITY may withhold any payments to the

DEVELOPER for the purpose of setoff until such time as the exact amount of damages due the CITY from the DEVELOPER is determined whether by court of competent jurisdiction or otherwise.

Section XV – Termination for Convenience of the CITY

The CITY may terminate for its convenience this contract at any time by giving at least thirty (30) days notice in writing to the DEVELOPER. If the contract is terminated by the CITY, as provided herein, the City will reimburse for any actual and approved expenses incurred, including those costs involved in terminating the contracts and shutting down the work as of the date of notice, and the DEVELOPER will be paid as a FEE an amount which bears the same ratio to the total compensation as the services actually performed bear to the total service of the DEVELOPER covered by this contract, less payments of compensation previously made. Claims and disputes between the parties will be submitted to the American Arbitration Association for resolution. Award or judgment may be entered in any court having jurisdiction thereof.

Section XVI – Default-Loss of Grant Funds

If the DEVELOPER fails in any manner to fully perform and carry out any of the terms, covenants, and conditions of the agreement, and more particularly if the DEVELOPER refuses or fails to proceed with the work with such diligence as will insure its completion within the time fixed by the schedule set forth in Section II of this agreement, the DEVELOPER shall be in default and notice in writing shall be given to the DEVELOPER of such default by the AGENCY or an agent of the AGENCY. If the DEVELOPER fails to cure such default within such time as may be required by such notice, the CITY, acting by and through the AGENCY, may at its option terminate and cancel the contract.

In the event of such termination, all grant funds awarded to the DEVELOPER pursuant to this agreement shall be immediately revoked and any approvals related to the PROJECT shall immediately be deemed revoked and canceled. In such event, the DEVELOPER will no longer be entitled to receive any compensation for work undertaken after the date of the termination of this agreement, as the grant funds will no longer be available for this project.

Such termination shall not effect or terminate any of the rights of the CITY as against the DEVELOPER then existing, or which may thereafter accrue because of such default, and the foregoing provision shall be in addition to all other rights and remedies available to the CITY under the law and the note and mortgage (if in effect), including but not limited to compelling the DEVELOPER to complete the project in accordance with the terms of this agreement, in a court of equity.

The waiver of a breach of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term, covenant, or condition hereof.

Section XVII – Reporting Responsibilities

The DEVELOPER agrees to submit any and all quarterly reports required by HUD or the CITY to the AGENCY on the following due dates of this agreement.

The AGENCY will send the DEVELOPER one reminder notice if the quarterly report has not been received fourteen (14) days after the due date. If the DEVELOPER has not submitted a report fourteen

(14) days after the date on the reminder notice, the CITY will have the option to terminate the contract as described in this agreement. In addition, the DEVELOPER agrees to provide the AGENCY information as required to determine program eligibility, in meeting national objectives, and financial records pertinent to the project. Additional reporting requirements may be created by the AGENCY and effective when submitted to the DEVELOPER in writing.

Section XVIII – Inspection, Monitoring & Access to Records

The CITY reserves the right to inspect, monitors, and observe work and services performed by the DEVELOPER at any and all reasonable times.

The CITY reserves the right to audit the records of the DEVELOPER any time during the performance of this Agreement and for a period of five years after final payment and project closeout is made under this Agreement.

If required, the DEVELOPER will provide the AGENCY with a certified audit of the DEVELOPER's records representing the Fiscal Year during which the PROJECT is implemented, whenever the DEVELOPER expends $500,000 or more in a year, in Federal awards, pursuant to the requirements of OMB Circular A-133.

Access shall be immediately granted to the CITY, HUD, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the DEVELOPER or its contractors which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

Section XIX – General Conditions

A. All notices or other communication which shall or may be given pursuant to this Agreement shall be in writing and shall be delivered by personal service, or by registered mail addressed to the other party at the address indicated herein or as the same may be changed from time to time. Such notice shall be deemed given on the day on which personally served; or, if by mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier.

City address --- 602 S. Main Street; Joplin, Missouri 64801

DEVELOPER address --- 5201 N. Main Street., Joplin Missouri 64801

B. Title and paragraph headings are for convenient reference and are not a part of this Agreement.

C. In the event of conflict between the terms of this Agreement and any terms or conditions contained in any attached documents, the terms in this Agreement shall rule.

D. No waiver or breach of any provision of this Agreement shall constitute a waiver of a subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

E. The parties hereto agree that this Agreement shall be construed and enforced according to the laws of the State of Missouri.

F. Should any provisions, paragraphs, sentences, words or phrases contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable

under the laws of the State of Missouri or the City of Joplin, such provisions, paragraphs, sentences, words or phrases shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable to conform with such laws, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect.

G. The DEVELOPER shall comply with the provisions of the Copeland Anti-Kick-Back Act (18 U.S.C. 874) as supplemented in the AGENCY of Labor Regulations (29 CFR Part 3), as amended.

H. The DEVELOPER shall comply with the provisions of sections 103 and 107 of the Contract Work Hours and Safety Standard Act (40 U.S.C. 327-330) as supplemented by AGENCY of Labor regulations (29 CFR, Part 5), as amended.

I. The DEVELOPER further warrants and agrees to include or cause to be included the criteria and requirements of paragraphs (G) through (H) of this section in every nonexempt subcontract. The DEVELOPER also agrees to take such action as the federal, state or local government may direct to enforce aforesaid provisions.

J. The obligations undertaken by DEVELOPER pursuant to this Agreement shall not be delegated or assigned to any other person or agency unless CITY shall first consent to the performance or assignment of such service or any part thereof by another person or agency.

K. The Agreement shall be binding upon the parties hereto, their heirs, executors, legal representative, successors and assigns.

L. DEVELOPER shall indemnify and save CITY harmless from and against any negligent claims, liabilities, losses and causes of action which may arise out of DEVELOPER 's activities under this Agreement, including all other acts or omissions to act on the part of DEVELOPER , including any person acting for or on its behalf, and, from and against any orders, judgments, or decrees which may be entered, and from and against all costs, attorney's fees, expenses and liabilities incurred in the defense of any such claims, or in the investigation thereof.

M. DEVELOPER and its employees and agents shall be deemed to be independent contractors, and not agents or employees of the CITY, and shall not attain any rights or benefits under the civil service or pension ordinances of the CITY, or any rights generally afforded classified or unclassified employee; further they shall not be deemed entitled to compensation benefits as an employee of the CITY.

N. Funding for this Agreement is contingent on the availability of funds and continued authorization for program activities and is subject to amendment or termination due to lack of funds, or authorization, reduction of funds, and/or change in regulations.

O. DEVELOPER shall follow the legal protocol for the Federal Work Authorization Program ("FWAP") as found in Attachment E.

IN WITNESS WHEREOF,

The City of Joplin and the DEVELOPER have caused their signatures to be hereunto affixed and duly attested.

FOR DEVELOPER

Joplin Economic Housing Development Initiative: a Missouri Nonprofit Organization

By: _____ Date: _____

Bryan West
Executive Director

Attest:

_____
Scott Clayton
President of the Board

FOR CITY

City of Joplin; a political subdivision of the State of Missouri

By: _____ Date: _____

Troy Bolander
Director of Planning, Development, and Neighborhood Services

Attest:

_____

Thomas Walters
City Planner

Approved as to form:

_____

Peter Edwards
City Attorney

Attachment A

The Joplin HOME Consortium is organized by written Memorandums of Understandings with the City of Joplin and consists of the following 11 members:

1) City of Joplin, and
2) City of Carthage, and
3) City of Webb City, and
4) City of Carl Junction, and
5) City of Carterville, and
6) City of Sarcoxie, and
7) City of Oronogo, and
8) Village of Airport Drive, and
9) City of Neck City, and
10) All unincorporated areas of Jasper County, and
11) Village of Duquesne

Attachment B

PROPOSAL FOR:

JOPLIN CONSORTIUM PROJECT 2025 H-2(b)

CHDO NEW CONSTRUCTION HOMEBUYER PROGRAM

The Joplin Economic Housing Development Initiative (JEHDI) presents the following proposal intended to meet the purposes of the Community Housing Development Organization (CHDO) set-aside funds.

SUMMARY

JEHDI proposes to use $175,000 of CHDO HOME Entitlement funds, to build one (1) home. The program will be primarily financed by these grant funds and also with funds provided from JEHDI. The home built under this program will be located in a community that is a member of the Joplin Consortium. The home will also benefit Low-Moderate Income (LMI) families. The purposes of the project will be to improve neighborhood conditions by stabilizing housing stock and to promote homeownership. A family that has met qualifications for the JEHDI home building program has been selected and has found to be in significant need of improved housing.

This home will be a 4 bedroom / 2 bathroom home built at 1702 S. Empire Ave. The future homeowner is a single mother who has a 16-year-old daughter, and is the guardian of her 10-year-old nephew. She additionally cares for her disabled mother, who will be living in the home as well. Originally, from the San Diego area, Kristi moved to Joplin several years ago in search of a safer, more family focused community and is proud to call Joplin home.

It is the intent of the JEHDI to develop the project in a way that the program grows and becomes more self-sustaining with time. As homes are sold, the remaining funds, including any potential profits, will be reused in the program. As funds become free of federal regulations, a portion of the proceeds will be donated to another project for a planned HOME eligible activity, allowing for the eventual shift of future HOME funds from other program activities to an increase in CHDO funding for this program.

The program will be flexible in that if a home does not sell and starts to become a liability to the organization there will be other options available. These options will include the use of a lease-purchase agreement and/or the eventual conversion of the house into an affordable rental unit owned and managed by the JEHDI.

ACQUISITION

The Environmental Review has been completed by the City to determine site eligibility, and upon approval of the Joplin City Council and execution of written agreement, JEHDI will be given notice to proceed and commence with all responsibilities in aforementioned agreement.

CONSTRUCTION

The home will be built in conformance with local applicable building code standards. JEHDI will either use its own employees, sub-contract out, or hire a general contractor to perform the construction of the home. JEHDI would like to reserve the right to work with a volunteer group if given the opportunity.

The JEHDI will abide by the following Procurement Standards:

1) Under $1,000 – determined by DEVELOPER;

2) $1,000 - $15,000 – at least three (3) written estimates are required;

3) Over $15,000 – at least three (3) competitively sealed bids from contractors/ suppliers.

The lowest, most responsive and responsible bidder will be awarded each contract. The contractor's ability to complete each activity in a timely manner will also be considered during the selection process. The contractor will have a pre-negotiated start and end date for the project. They will also be required to obtain all applicable licenses and permits where required. The JEHDI will oversee and inspect the construction of the home, including the approval of pay requests. Payments to the contractor will be made upon each approved inspection.

SALE TO HOMEBUYER

Since the intent and purpose of the CHDO program is to assist LMI homebuyers, a concerted effort will be made to sell each project to those LMI families for the purpose of homeownership.

All homes constructed with CHDO funds and sold by the JEHDI will be made available to pre-selected families that are pre-approved prior to construction of these homes. These families are required to meet all of the HUD and JEHDI program requirements and qualifications prior to approval by the JEHDI, and then are involved closely with the JEHDI regarding site location and size of the home required to meet their specific permanent housing needs. Again, these homes are constructed for pre-selected families which will result in the JEHDI not having to advertise or entertain offers from the "open market" home sale process. A standard closing process will be completed by the title company. The JEHDI will receive all (CHDO) proceeds at the closing of the property.

OTHER OPTIONS

In the event a particular project does not sell within nine (9) months of its construction completion, the JEHDI reserves the right to exercise other options including a lease-purchase agreement and/or the conversion of the project to an affordable housing rental unit. A separate agreement will be developed between the JEHDI and City of Joplin for this purpose if and when it is necessary.

CHDO PROCEEDS

When homes are sold, the funds that are repaid to the JEHDI will be considered CHDO Proceeds and placed into a reserve account. When a sufficient amount of funds are available in the account, the CHDO Proceeds will be used to fund HOME-eligible rehabilitation projects or additional new construction, as desired.

When the homes that are developed with CHDO proceeds are sold, the funds that are repaid to the JEHDI will no longer be restricted to federal regulations and will be considered "cash proceeds". The JEHDI proposes to use those funds as owner equity in future activities and as cash donations to other projects for planned HOME eligible activities in exchange for a reasonable increase in Joplin Consortium HOME funding.

PROGRAM BUDGET

The following budget represents our anticipated costs of the home:

	Acquisition	Construction	Developer Fee	Total
1702 S. Empire Ave, Joplin 4 bedroom, 2 bathroom home	0	$160,000	$15,000	$175,000

STATE OF _____)
) ss.
COUNTY OF _____)

AFFIDAVIT OF COMPLIANCE
(Missouri Unauthorized Alien Workers Act)

My name is _____(Name) and I am the _____(Title) of _____(Company Name). I hereby represent, affirm and certify to the City of Joplin that my company does not knowingly employ any person who is an unauthorized alien in connection with contracted services with the City. I further affirm that my company is actively enrolled and participating in a federal work authorization program with respect to all employees working in connection with the contract services provided to the City.

_____
Affiant

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this _____ day of _____, 2023.

_____
Notary Public

My commission expires:

_____

COUNCIL BILL NO. 2026-402 ORDINANCE NO.

AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and Joplin Economic Housing Development Initiative that pertains to 2024 and 2025 HOME funds in the total amount not to exceed $175,000.00; authorizing the City Manager or his designee to execute same on behalf of the City of Joplin;

WHEREAS, the City of Joplin and Joplin Economic Housing Development Initiative, are desirous of entering into an agreement whereby Joplin Economic Housing Development Initiative will develop two units as part of the 2025 CHDO New Construction Homebuyer Program on behalf of the Joplin Consortium HOME Investment Partnership Program.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF JOPLIN, MISSOURI, AS FOLLOWS:

Section 1: That an Agreement between the City of Joplin, Missouri, Joplin Economic Housing Development Initiative is entered into for three hundred ten thousand dollars ($175,000.00), a copy of same, or copy in substantially similar form, attached hereto and incorporated herein, be and the same is hereby approved.

Section 2: That the City Manager or his designee, the Director of Planning, Development and Neighborhood Services of the City of Joplin, Missouri, is hereby authorized to execute said Agreement in substantially similar form, by and on behalf of the City of Joplin.

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

_____
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 2026-509 – Approving a budget amendment for FY 2026

MEETING DATE
April 6, 2026

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2026-509 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.

Here is an explanation for the items in Schedule A:

- Amending the City Manager's Proposition Action Consulting Fees by $512,735.00 to complete the A&M Broadband contract. This contract was awarded two years ago and the purchase order is only allowed to be rolled one time. This is for the balance of the original amount approved. It is not an increase in the contract amount.
- Amending the Public Safety Sales Tax Fire Department Repairs & Maintenance line item to replace the hot water heater at Station #7 that is no longer under warranty in the amount of $10,258.00. This item was unknown when the budget was compiled.
- Amending the Airport Revenue by $3,492,200.00 and Expenses by $3,676,000.00 for the Passenger Boarding Bridge contract that was approved in September after the proposed budget was completed. This is for the original amount approved and is not an increase in the contract amount.

The purpose of the budget amendment is to recognize changes that have occurred since the annual budget was adopted. This budget amendment increases revenues by $3,492,200.00 and expenditures by $4,198,993.00, each.

FUNDING SOURCE
Various funds are being amended to fund this item as shown on Schedule A and detailed above.

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

SCHEDULE A

CITY OF JOPLIN
BUDGET AMENDMENT
2025-2026 ADOPTED BUDGET
6-Apr-26

FUND	ACTIVITY	ACCOUNT	DESCRIPTION		REVENUES	EXPENDITURES
001	General Fund					
				$	-	
	City Manager Prop Action	001-0522-500-5010	Consulting Fees			512,735
	Total General Fund			$	-	512,735
101	Public Safety Sales Tax Fund					
				$	-	
	Fire Public Safety	101-6075-510-4105	Property Repairs & Maintenance			10,258
	Total Public Safety Sales Tax Fund			$	-	10,258
405	Airport Fund					
	Grant Revenue	405-0000-470-0501	Airport Grant	$	3,492,200	
	Operations	405-5004-520-8810	Construction in Progress			3,676,000
	Total Airport Fund			$	3,492,200	3,676,000
	Grand Total			$	3,492,200	4,198,993

COUNCIL BILL NO. 2026-509 **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 Three Million Four Hundred Ninety-Two Thousand Two Hundred Dollars and No Cents ($3,492,200.00) and by increasing appropriations by the total amount of Four Million One Hundred Ninety-Eight Thousand Nine Hundred Ninety-Three Dollars and No Cents ($4,198,993.00) 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 April 21, 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

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2026-607 – approving and issuing a purchase order to Central Square Technologies, LLC. for the annual subscription and software licensing fees for the ProSuite Justice Center Software.

MEETING DATE
April 6, 2026

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

SUMMARY
This Council Bill approves the issuance of a Purchase Order(s) to Superion, LLC., (formerly SunGard Public Sector) to cover the annual subscription/support payment for technical activities for Public Safety (Pro Suite) for Fiscal Year 2025-26.

BACKGROUND
This is the annual support payment to cover technical upgrades and day-to-day support activities. As Superion/Central Square is the sole source for this software, there are no bids required. The amount of $227,063.26, was budgeted and approved for FY2026 by Council during the budget process and finalized by Council Bill 2025-538 on October 20, 2025.

FUNDING SOURCE
This payment is included in the FY 2025-26 budget of the Information Technology Department (001-2501-500-52.65)

RECOMMENDATION
Staff recommends adoption of this Council Bill on 1ST Reading and sets an effective date of April 21, 2026.

ATTACHMENTS
CB2026-607 Ordinance

Renewal Order prepared by:
Jenny McPherson
jenny.mcpherson@centralsquare.com

Renewal Order #: Q-248025
Start Date: April 9, 2026
End Date: April 8, 2027
Billing Frequency: Yearly
Subsidiary: CentralSquare Technologies, LLC

Renewal Order prepared for:
Mark Morris, IT Director
Joplin Police Department
602 S Main
Joplin, Missouri 64801
417-624-0820

Thank you for your continued business. We at CentralSquare appreciate and value our relationship and look forward to serving you in the future. CentralSquare provides software that powers over 8,000 communities. More information about all of our products can be found at www.centralsquare.com.

WHAT SOFTWARE IS INCLUDED?

	PRODUCT NAME	QUANTITY	TOTAL
1.	Administration PS Pro Agency Site License Annual Subscription Fee	1	45.65 USD
2.	Administration PS Pro Agency Site License Annual Subscription Fee	1	1,430.37 USD
3.	Administration PS Pro Core Annual Subscription Fee	1	870.16 USD
4.	CAD PS Pro Advanced (Agency Site License) Annual Subscription Fee	1	2,447.33 USD
5.	CAD PS Pro Advanced (Backup Seat License) Annual Subscription Fee	5	0.00 USD
6.	CAD PS Pro Agency Site License Annual Subscription Fee	1	7,341.96 USD
7.	CAD PS Pro Backup Seat License Annual Subscription Fee	5	0.00 USD
8.	CAD PS Pro Basic Paging (SMTP/Email) Interface Annual Subscription Fee	1	0.00 USD
9.	CAD PS Pro CLQ Location & Image Retrieval Agency Site License Annual Subscription Fee	1	2,216.03 USD
10.	CAD PS Pro CLQ Location & Image Retrieval Core Annual Subscription Fee	1	2,216.03 USD
11.	CAD PS Pro Core Annual Subscription Fee	1	3,263.93 USD
12.	CAD PS Pro E911 (ANI/ALI) Interface Annual Subscription Fee	1	0.00 USD
13.	CAD PS Pro FirstDue Interface (Export) Annual Subscription Fee	1	1,958.36 USD
14.	CAD PS Pro Priority SMS Paging Agency Site License Annual	1	2,216.03 USD

Renewal Order prepared by:
Jenny McPherson
jenny.mcpherson@centralsquare.com

	Subscription Fee		
15.	CAD PS Pro Priority SMS Paging Core Annual Subscription Fee	1	1,477.35 USD
16.	CAD PS Pro ProQA PlatinumCertified Interface (Import and Export) Annual Subscription Fee	1	3,371.87 USD
17.	CAD PS Pro RapidSOS Integration Core Annual Subscription Fee	1	554.01 USD
18.	CAD PS Pro RapidSOS LEI Integration Agency Site License Annual Subscription Fee	1	1,329.62 USD
19.	CAD PS Pro Rip and Run (Fax/Email) Interface Annual Subscription Fee	1	0.00 USD
20.	CentralSquare DEMS Annual Subscription Fee	1	18,356.63 USD
21.	Community Data Platform Annual Subscription Fee	1	0.00 USD
22.	Community Data Platform Annual Subscription Fee	1	0.00 USD
23.	Field Ops Subscription (for Pro Mobile users) Annual Subscription Fee	17	2,249.10 USD
24.	Field Ops Subscription (for Pro Mobile users) Annual Subscription Fee	20	2,646.00 USD
25.	Field Ops Subscription (for Pro Mobile users) Annual Subscription Fee	5	661.50 USD
26.	Field Ops Subscription (for Pro Mobile users) Annual Subscription Fee for Fire Department	10	1,260.00 USD
27.	Field Training Online (Stand-Alone)– Annual Subscription Fee	1	5,540.06 USD
28.	Financial PS Pro Agency Site License Annual Subscription Fee	1	0.00 USD
29.	Financial PS Pro Core Annual Subscription Fee	1	0.00 USD
30.	Jail PS Pro Advanced (Agency Site License) Annual Subscription Fee	1	942.69 USD
31.	Jail PS Pro Agency Site License Annual Subscription Fee	1	2,827.43 USD
32.	Jail PS Pro Core Annual Subscription Fee	1	4,787.10 USD
33.	Jail PS Pro NDEx Adapter (IB IEPD) Annual Subscription Fee	1	0.00 USD
34.	Mapping PS Pro Agency Site License for FullTime CAD Workstations Annual Subscription Fee	1	3,473.53 USD
35.	Mapping PS Pro AVL Agency Site License for FullTime CAD Workstations Annual Subscription Fee	1	2,610.48 USD

Renewal Order prepared by:
Jenny McPherson
jenny.mcpherson@centralsquare.com

36.	Mapping PS Pro AVL Playback Agency Site License for FullTime CAD Workstations Annual Subscription Fee	1	1,305.23 USD
37.	Mapping PS Pro AVL Seat License for Backup/Supervisor/PartTime Workstations Annual Subscription Fee	5	380.70 USD
38.	Mapping PS Pro Core Annual Subscription Fee	1	2,315.67 USD
39.	Mapping PS Pro Seat License for Backup/Supervisor/PartTime Workstations Annual Subscription Fee	5	1,296.10 USD
40.	Mobile PS Pro Accident Reporting Annual Subscription Fee	5	271.95 USD
41.	Mobile PS Pro Accident Reporting Annual Subscription Fee	85	4,623.15 USD
42.	Mobile PS Pro CAD Annual Subscription Fee	5	489.50 USD
43.	Mobile PS Pro CAD Annual Subscription Fee	85	8,321.50 USD
44.	Mobile PS Pro CAD Annual Subscription Fee	17	1,664.30 USD
45.	Mobile PS Pro Core Annual Subscription Fee	1	1,087.71 USD
46.	Mobile PS Pro eCitations Annual Subscription Fee	5	380.70 USD
47.	Mobile PS Pro eCitations Annual Subscription Fee	85	6,471.90 USD
48.	Mobile PS Pro Mapping Annual Subscription Fee	17	4,011.49 USD
49.	Mobile PS Pro Mapping Annual Subscription Fee	85	20,057.45 USD
50.	Mobile PS Pro Mapping Annual Subscription Fee	5	1,179.85 USD
51.	Mobile PS Pro NCIC Annual Subscription Fee	5	0.00 USD
52.	Mobile PS Pro NCIC Annual Subscription Fee	85	0.00 USD
53.	Mobile PS Pro Records Annual Subscription Fee	85	17,566.10 USD
54.	Mobile PS Pro Records Annual Subscription Fee	5	1,033.30 USD
55.	Personnel PS Pro Advanced Agency Site License Annual Subscription Fee	1	579.04 USD
56.	Personnel PS Pro Advanced Agency Site License Annual Subscription Fee	1	460.74 USD
57.	Personnel PS Pro Agency Site License Annual Subscription Fee	1	0.00 USD
58.	Personnel PS Pro Agency Site License Annual Subscription Fee	1	0.00 USD
59.	Personnel PS Pro Agency Site License Annual Subscription Fee	1	0.00 USD
60.	Personnel PS Pro Core Annual Subscription Fee	1	0.00 USD

Renewal Order prepared by:
Jenny McPherson
jenny.mcpherson@centralsquare.com

61.	Portal PS Pro Attorney Case View Annual Subscription Fee	1	1,186.87 USD
62.	Portal PS Pro Community Involvement Pack Annual Subscription Fee	1	1,186.87 USD
63.	Portal PS Pro Remote CFS View Pack Annual Subscription Fee	1	1,186.87 USD
64.	PS Pro Additional Agency MULES/NCIC Interface Annual Subscription Fee	1	256.62 USD
65.	PS Pro Esri Analyst License Annual Subscription Fee	1	1,971.42 USD
66.	PS Pro Esri Server License Annual Subscription Fee	1	1,971.27 USD
67.	PS Pro MULES/NCIC Interface (Basic Queries) Annual Subscription Fee	1	4,704.57 USD
68.	PS Pro MULES/NCIC Interface (Criminal History) Annual Subscription Fee	1	427.70 USD
69.	PS Pro MULES/NCIC Interface (Warrants) Annual Subscription Fee	1	3,421.50 USD
70.	PS Pro Production GIS Virtual Server Annual Subscription Fee	1	0.00 USD
71.	PS Pro Production NCIC Virtual Server Annual Subscription Fee	1	0.00 USD
72.	PS Pro Reporting Annual Subscription Fee	1	0.00 USD
73.	PS Pro Reporting Universal Interface Engine Annual Subscription Fee	1	0.00 USD
74.	PS Pro Time Synchronization Interface Annual Subscription Fee	1	0.00 USD
75.	PS Pro Warm Standby GIS Virtual Server Annual Subscription Fee0	1	0.00 USD
76.	PS Pro Warm Standby NCIC Virtual Server Annual Subscription Fee	1	0.00 USD
77.	Public Safety Citizen Reporting (RMS) Annual Subscription Fee	1	5,512.50 USD
78.	Records PS Pro Accident Reporting Annual Subscription Fee	1	1,088.07 USD
79.	Records PS Pro Accident Reporting State-Specific Form Annual Subscription Fee	1	1,088.07 USD
80.	Records PS Pro Advanced (Agency Site License) Annual Subscription Fee	1	130.53 USD
81.	Records PS Pro Advanced (Agency Site License) Annual Subscription Fee	1	3,698.18 USD

Renewal Order prepared by:
Jenny McPherson
jenny.mcpherson@centralsquare.com

82.	Records PS Pro Agency Site License Annual Subscription Fee	1	391.58 USD
83.	Records PS Pro Agency Site License Annual Subscription Fee	1	11,094.53 USD
84.	Records PS Pro Core Annual Subscription Fee	1	1,631.73 USD
85.	Records PS Pro eCitations Annual Subscription Fee	1	1,088.07 USD
86.	Records PS Pro eCitations State-Specific Form Annual Subscription Fee	1	1,088.07 USD
87.	Records PS Pro MO Crime Reporting (MIBRS) Interface Annual Subscription Fee	1	0.00 USD
88.	Records PS Pro MO STARS Interface (Import) Annual Subscription Fee	1	1,958.23 USD
89.	Records PS Pro NDEx Adapter (IA IEPD) Annual Subscription Fee	1	0.00 USD
90.	Records PS Pro ShowMe Courts eCites Interface (Export) Annual Subscription Fee	1	1,958.23 USD

WHAT HARDWARE IS INCLUDED?

	PRODUCT NAME	QUANTITY	TOTAL
1.	PS Pro Production Server Annual Subscription Fee	1	11,390.20 USD
2.	PS Pro Training/Testing Server Annual Subscription Fee	1	8,682.92 USD
3.	PS Pro Warm Standby Server Annual Subscription Fee	1	10,359.06 USD

Renewal Order Total:	227,063.26 USD

Billing Information

This is not an invoice. Prices shown do not include any taxes that may apply. Any such taxes are the responsibility of the Customer.

For customers based in the United States or Canada, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the Ship To location provided by the Customer on the Renewal Order Form.

Please note that the Total Price shown above has been rounded to the nearest two decimal places for display purposes only. The actual price may include as many as five decimal places. For example, an actual price of $21.37656 will be shown as a Total Price of $21.38. The Total for this quote has been calculated using the actual prices for the product and/or service, rather than the Total Price displayed above.

COUNCIL BILL NO. 2026-607 ORDINANCE NO.

AN ORDINANCE approving a Purchase Order to be issued to Superion, LLC., to cover the annual support payment for the financial software and related systems the amount of $227,063.26, was budgeted and approved for FY2026 by Council during the budget process and finalized by Ordinance 2025-143 on October 20, 2025; and establishing a date when it shall become effective.

WHEREAS, Superion, LLC (a Central Square subsidiary) has been the City's primary software provider for more than 25 years; and,

WHEREAS, in the FY2026 budget process, Council approved and budgeted funds to cover the annual support payment for technical activities.

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

Section 1. That a Purchase Order issued to Superion covering the annual support payment for the ProSuite software and related systems, be and the same is hereby approved.

Section 2. That Fiscal Year 2025-2026 budgeted appropriations as adopted by Council Bill 2025-538 and reflected an appropriation in the total amount of Two Hundred Twenty-seven Thousand, Sixty-three Dollars, Twenty-six Cents ($227,063.26) for payment of support for technical activities for the Justice Center Software Suite/ProSuite.

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

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2026-608– Replacement Patrol Vehicles

MEETING DATE
April 6, 2026

ORIGINATING DEPT
Police

ATTACHMENTS
Council Bill 2026-608, Don Brown Chevrolet quote

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

SUMMARY
The current budget was amended in Council Bill 2026-503 to allow for the purchase of two replacement Police Patrol Vehicles.

BACKGROUND
Background Information – these are replacements for two wrecked patrol vehicles. The budget was amended for these replacements on February 17, 2026 (Council bill 2026-503).

This is a summary of the anticipated total expenditures for this item:

ITEM DESCRIPTION	ANTICIPATED COST	FUNDING SOURCE	ESTIMATED TIMELINE
Two patrol vehicles	$114,188	General Fund 5502	May 2026

FUNDING SOURCE
The current cost of $114,188 is included in the amended fiscal year 2026 Budget, General Fund.

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

DON BROWN CHEVROLET

2244 S. KINGSHIGHWAY BLVD
ST. LOUIS, MO 63110
314-772-1400

Representative: Jeremy Kennedy

Client: City of Joplin
Attn: Austin Wolf
Address: 303 E. 3rd St.
Joplin, MO 64801
Phone: 417-483-1596
Email: awolf@joplinmo.org

Date: 1/5/2026
Customer's PO:
824744

QUOTE

All quotes are good for 14 days.

QTY	DESCRIPTION	UNIT PRICE	TOTAL
	Contract # MC250182005		
2	2026 Chevrolet Tahoe 4WD PPV - Black in Color	$ 55,796.00	$ 111,592.00
2	Option 6E2 - Keyed Alike	$ 49.00	$ 98.00
2	Option PQA Safety Package	$ 799.00	$ 1,598.00
2	Program Extra Key Fobs	$ 150.00	$ 300.00
2	Deliver to Joplin	$ 300.00	$ 600.00
			$ 114,188.00
		Grand Total	$ 114,188.00

All quotes are good for 14 days. Cost of goods can change from one month to the next. After 14 days prices are subject to change.

_____ Initial

Signature and Date

Richard A. Pearson 1/5/2026
Client Signature Date

Representatives Signature Date

By signing this agreement, I authorize Don Brown Chevrolet to order equipment and charge for the agreed quotation or invoice amount.

COUNCIL BILL NO. 2025-608 ORDINANCE NO.

AN ORDINANCE Authorizing the City of Joplin to issue a purchase order to Don Brown Chevrolet in the amount of One Hundred and Fourteen Thousand One Hundred Eighty-Eight Dollars and No Cents ($114,188.00) for the purchase of two (2) Chevy Tahoe Police vehicles; authorizing the City Manager to execute the same by and on behalf of the City of Joplin and setting an effective date.

WHEREAS, Don Brown Chevrolet is provider of the City of Joplin Police Vehicles by Missouri State Contract CC240138005; and,

WHEREAS, in Council Bill 2026-503, the Council approved amended budgeted funds to cover the purchase of replacement Chevy Tahoe Police Vehicles by amending the Annual Budget of the City of Joplin for the Fiscal Year 2025-2026 on February 17, 2026.

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

Section 1. That a purchase order issued to Don Brown Chevrolet, covering the purchase of two (2) Chevy Tahoe Police Vehicles, be and the same is, hereby approved.

Section 2. That this ordinance shall become effective on April 21, 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

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2026-118 Miscellaneous Construction Customer Agreement between City of Joplin and Liberty for Streetlight Installations and Underground Conductor Feeding along the 7th Street Corridor included in the MoDOT 7th Street Reconstruction Project

MEETING DATE
April 20, 2026

ORIGINATING DEPT
Public Works-Engineering

ATTACHMENTS
Council Bill 2026-118; Agreement

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 to enter into an agreement with Liberty in the amount of One Million Four Hundred Eleven Thousand Eight Hundred and 00/100 dollars ($1,411,800.00) for facility relocations required for Streetlight Installations and Underground Conductor Feeding along the 7th Street Corridor included in the MoDOT 7th Street Reconstruction Project

BACKGROUND
The Missouri Department of Transportation (MoDOT) has awarded and recently begun construction on the reconstruction of Route 66 / 7th Street in Joplin from Schifferdecker Avenue to Range Line Road. To complete this MoDOT project, Liberty will be required to relocate multiple streetlights along the 7th street corridor. These streetlights are currently fed power via overhead conductor lines and will continue to be fed via overhead conductors per Liberty's current relocation plans. Over the past several months, the City of Joplin has had on-going discussions with Liberty about the possibility of feeding the streetlights via underground conductors in-lieu of overhead. Liberty has developed an estimated cost to perform this work and provided an agreement to the City authorizing them to proceed with the additional work as requested.

FUNDING SOURCE
This item includes a fiscal year 2026 budget amendment to the Transportation Sales Tax Fund in the amount of $1,411,800.00.

RECOMMENDATION
Staff recommend approval of Council Bill 2026-118, agreement with Liberty in the amount of One Million Four Hundred Eleven Thousand Eight Hundred and 00/100 dollars ($1,411,800.00) for facility relocations required for Streetlight Installations and Underground Conductor Feeding along the 7th Street Corridor included in the MoDOT 7th Street Reconstruction Project.

That the City hereby declares that this ordinance dealing with a public improvement, is an expedited matter 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. Furthermore, approval of this council bill will allow Liberty to proceed with planning and material procurement immediately, expediting the relocation efforts to stay ahead of MoDOT's construction project schedule, and is therefore an expedited bill.

COUNCIL BILL NO. 2026-118 ORDINANCE NO.

AN ORDINANCE approving the City of Joplin to enter into an agreement with Liberty in the amount of One Million Four Hundred Eleven Thousand Eight Hundred and 00/100 dollars ($1,411,800.00) for facility relocations required for Streetlight Installations and Underground Conductor Feeding along the 7th Street Corridor included in the MoDOT 7th Street Reconstruction Project and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; amending the Annual Budget of the City of Joplin for the Fiscal Year 2025-2026 as adopted by Ordinance 2025-143 on October 20, 2025; and containing an expedited clause.

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

Section 1. That the City enter into an agreement with Liberty in the amount of One Million Four Hundred Eleven Thousand Eight Hundred and 00/100 dollars ($1,411,800.00) for facility relocations required for Streetlight Installations and Underground Conductor Feeding along the 7th Street Corridor included in the MoDOT 7th Street Reconstruction Project, 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 Liberty.

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 One Million Four Hundred Eleven Thousand Eight Hundred and 00/100 dollars ($1,411,800.00).

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 the passage of this ordinance, Liberty shall be paid from the Transportation Sales Tax fund.

Section 6. That the City hereby declares that this ordinance dealing with a public improvement, is an expedited matter 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. Furthermore, approval of this council bill will allow Liberty to proceed with planning and material procurement immediately, expediting the relocation efforts to stay ahead of MoDOT's construction project schedule, and is therefore an expedited bill.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this 20th day of April 2026 by a vote of

_____
Brian "Rob" O'Brian III, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

Please send payment to:

Liberty
Attn: Finance Department
P.O. Box 127
Joplin, MO 64802

The Empire District Electric Company d/b/a Liberty
Miscellaneous Construction Customer Agreement

Quote Date:	03/13/2026
Customer Name:	City of Joplin
Primary Customer Contact (if different from customer name):	Dan Johnson
Premise Address:	7th Street / Rte 66 Joplin, MO 64801
Mailing Address (if different from premise address):	602 S. Main Street Joplin, MO 64801
Liberty Representative:	William Endicott
Service Agreement ID:	2058

Enter description of work to be performed:

In coordination with MODOT's sidewalk / road work along the 7th Street corridor, Liberty will install/replace existing streetlight poles and install all conductor feeding said lights underground. This work will begin at 7th & Kentucky and extend west to Schifferdecker. This work to include all installations of poles, heads, bases, and conductor.

*This is an estimate and the city will be billed actual costs once the work is complete.

This payment is a one-time upfront cost and will not negatively impact monthly billing. After running costs, the billing the city of Joplin will pay moving forward will be reduced by an estimated $500. This is a result of switching to more efficient LED light heads.

This estimate does not include the undergrounding of any other lines crossing 7th Street (transmission/primary distribution) and only includes dedicated streetlight wiring. Liberty is open to future discussions regarding placing additional facilities underground at some point in the future.

The charges herein represent the cost difference in what it would cost Liberty to change out poles in conflict with current MoDOT 7th Street project while using overhead conductor and replacing all poles and heads using underground wire.

Please see attachment Exhibit A for cost breakdown.

Cost: The cost of this service, as requested by the customer, is: $1,411,800.00

This Agreement is subject to the following terms and conditions:

1. The cost stated above shall be paid in full prior to commencement of construction.

2. Liberty agrees to perform the work described above pursuant to this Agreement and the Company's tariff on file with the applicable state's Public Service Commission.

3. Customer may cancel this Agreement, without obligation, prior to the start of construction.

4. Customer hereby authorizes Liberty to perform the work described above and to apply funds represented on the attached check to pay the customer contribution.

5. The cost stated in this Agreement is time sensitive and based on the quote date first stated above and the execution date of this Agreement. If this Agreement is not executed within 60 days of the quote date and/or customer's construction has not commenced within 180 days of the execution date of this Agreement and/or a wire inspection has not been completed with 360 days of the execution date of this Agreement, Liberty reserves the right to adjust the cost and/or require a new agreement that reflects the policies and cost in effect at that time.

6. Customer is responsible for marking out any underground facilities on their property that are not marked out as a result of Liberty's notification of the Dig Safe system.

7. Liberty is not responsible for delays or damages associated with the installation of its electric distribution equipment due to weather or the issuance of permits, nor is it responsible for damages attributed to unforeseen conditions beyond its control or the actions or inactions of Customer.

8. Customer shall, to the fullest extent permitted by law, indemnify, defend, hold harmless and release Liberty, its parent company, affiliates and subsidiaries and their respective directors, officers, employees, agents, servants, representatives, successors and assigns from and against all claims, demands, liabilities or expenses related to environmental contamination at or in the vicinity of the Premises. This indemnity and release provision survives the expiration or termination of this Agreement and extends to the respective successors and assigns of Liberty and Customer.

9. This Agreement may only be modified in writing, signed by Liberty and the Customer; any verbal representations or modifications by Liberty, its employees or contractors shall be null and void.

10. The laws of the state in which the construction is being performed shall govern this Agreement. If any terms of this Agreement or portions thereof are declared or become invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect.

Customer	
Name:	City of Joplin

I agree to the terms set forth in this Agreement:

Liberty	
Name:	William Endicott
Title:	Manager, Project Integration
Date:	03/13/2026

Title:	
Date:	03/13/2026

Liberty Representative Signature

Customer Signature

Exhibit A

City of Joplin – 7th Street Lighting

Total Street Lights from Maiden Lane to Schifferdecker: **South Side only**			23
Underground Street Light Circuit plus new street lights:			
Materials	$ 181,828.55		
Inside Labor	$ 113,181.25		
Contract Labor	$ 149,800.00		
Total Estimated UG installation Cost	**$ 444,809.80**		
	$192,500	Current LU estimated OH ckt cost	
	$ 252,309.80	Estimated City of Joplin portion	
Total Street Lights (POLES) from Byers to Maiden Lane: Both Sides (excluding north side approx.1.5 blocks west of Porter).			35
Underground Street Light Circuit plus new street lights:			
Materials	$ 302,849.03		
Inside Labor	$ 332,825.57		
Contract Labor	$ 262,850.00		
Total Estimated UG installation Cost	**$ 898,524.60**		
	$ 140,000.00	Current LU estimated OH ckt cost	
	$ 758,524.60	Estimated City of Joplin portion	
Total Street Lights (POLES) from Byers to Kentucky: Both Sides			36
Underground Street Light Circuit plus new street lights:			
Materials	$ 289,729.09		
Inside Labor	$ 129,167.24		
Contract Labor	$ 210,070.91		
Total Estimated UG installation Cost	$ 628,967.24		
mat'l with addt'l series ckt changes	$ 228,000.00	Current LU estimated OH ckt cost	
	$ 400,967.24	Estimated City of Joplin portion	
	$ 1,411,801.65	Estimated City of Joplin portion from Kentucky to Schifferdecker (as noted)	

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2026-113 – Issuance of Purchase Order to Central States Bus Sales, Inc., for purchase of one (1) 2026 Ford High Roof Transit Van with Americans with Disabilities Act (ADA) lift and Q' Straint One system.

MEETING DATE
April 20, 2026

ORIGINATING DEPT
Public Works – Transit

ATTACHMENTS
CB2026-113 Ordinance, Quote

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 issuance of a Purchase Order to Central States Bus Sales, Inc., in the amount of Ninety-Six Thousand Seven Hundred Fifty and 00/100 Dollars ($96,750.00) for the purchase of one (1) 2026 Ford High Roof Transit Van with Americans with Disabilities (ADA) lift and Q'Straint One System.

BACKGROUND
During the 2026 budget process, it was discovered procuring a diversified vehicle type into the Transit fleet could increase service flexibility while optimizing operational efficiency within the transit division. This vehicle was approved for FY2026 budget year and was budgeted for the sum of $150,000. Staff followed the purchasing policy for utilizing MODOT's state bid contract for the purchase of this vehicle. The bid process was conducted by MODOT. Following the useful life guidelines from The Federal Transportation Administration (FTA), this van will replace a cutaway vehicle that will have met or exceeded the useful life guidelines of 5 years or 150,000 miles.
The FTA share is $82,238.00. The local share is $14,513.00. The Federal Transportation Administration (FTA) will reimburse the City 85% of the cost of the vehicle.
This is a summary of the anticipated total expenditure for this item:

ITEM DESCRIPTION	ANTICIPATED COST	FUNDING SOURCE	ESTIMATED TIMELINE
2026 Ford High Roof Transit Van	$ 96,750.00	Transportation Sales Tax	Oct 2026
Grand Total	$ 96,750.00	Grant Funded 85%	

FUNDING SOURCE
The current cost of $96,750.00 is included in the voter-approved Transportation Sales Tax and is included in the FY2026 Budget.

RECOMMENDATION

Staff recommend approval of this Council Bill on 1ST reading.

COUNCIL BILL NO. 2026-113 ORDINANCE NO.

AN ORDINANCE approving the issuance of a Purchase Order to Central States Bus Sales Inc., in the amount of Ninety-Six Thousand Seven Hundred Fifty and 00/100 Dollars ($96,750.00) for the purchase of one (1) 2026 Ford Transit Van with Americans with Disabilities Act (ADA) compliant lift and Q'Straint System; by and on behalf of the City of Joplin; and. Setting a date when this ordinance shall be effective.

WHEREAS, Central States Bus Sales Inc., holds the MODOT Transit Contract for the 2026 Ford Transit Van with American Disabilities Act (ADA) Compliant lift and Q'Straint System.

WHEREAS, in the FY2026 budget process, Council approved and budgeted funds to cover the replacement of a transit vehicle.

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

Section 1. That a Purchase Order to Central States Bus Sales Inc., in the amount of, Ninety-Six Thousand Seven Hundred Fifty and 00/100 Dollars ($96,750.00) for the purchase of (1) one 2026 Ford Transit Van with Americans with Disabilities Act (ADA) compliant lift and Q'Straint System 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 2026 budget reflects an appropriation for the replacement of a transit vehicle.

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 May 5th ,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. 2026-113

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 Transportation Sales Tax Fund to pay the amount called for in this purchase order.

_____
Leslie Haase, Director of Finance

Central States Bus Sales, Inc.
"The Bus Experts"
1200 Sugar Creek Square, Fenton MO 63026
636-343-6050 • FAX:866-300-8893 • 800-825-8273
www.centralstatesbus.com

Contract to Purchase

March 3, 2026

City of Joplin
Attn: Gina Thompson, Transportation Coordinator

Dear Gina,

Thank you for the opportunity to provide The City of Joplin with a vehicle that will meet all your transportation needs. Please review the vehicle details and pricing below. Pricing is based on meeting the cooperative purchasing requirements as stated in the state's purchasing contract. If you have any questions or require additional information, please feel free to contact me. I hope to have the pleasure of doing business with you for many years to come. Please note where applicable: **Tax, Title, and Licensing are the sole responsibility of the purchasing party.**

One (1) White, 2026, Ford Transit, conversion by MobilityTrans; State of MO High Roof Aluminum Floor.	$89,000.00 ea.
One (1) Q'Straint One option system	$7,750.00 ea.
2026 High Roof Aluminum Floor Ford Transit with option.	$96,750.00 ea.
Total (1)	**$ 96,750.00**

If you have any questions or require additional information, please feel free to contact me.

Sincerely,

Brady Sears

Brady Sears
Senior Commercial Bus Regional Sales Manager
Central States Bus Sales, Inc.

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2026-119 Agreement between the Missouri Highways and Transportation Commission, and the Missouri & Northern Arkansas Railroad Company, Inc. (MNA), and the City of Joplin for improved warning devices at the Enterprise Avenue railroad crossing.

MEETING DATE
April 20, 2026

ORIGINATING DEPARTMENT
Public Works - Engineering

ATTACHMENTS
CB 2026-119 Ordinance, Supplemental Agreement

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

SUMMARY
This Council Bill approves an agreement between the Missouri Highways and Transportation Commission, and the Missouri & Northern Arkansas Railroad Company, Inc., and the City of Joplin for improved warning devices.

BACKGROUND
In 2025, City of Joplin staff, MNA staff, and MoDOT railroad division staff met at the Enterprise Avenue Railroad Crossing to discuss a potential upgrade to the crossing. After meeting on site, the Missouri Highways and Transportation Commission recommended an upgrade for improved warning devices with the Commission providing funding. MNA will install the warning devices. The City of Joplin is part of the agreement as it will be along a city street.

FUNDING SOURCE
This agreement is funded by the Missouri Highways and Transportation Commission.

RECOMMENDATION
Staff recommend approval of this Council Bill on first reading

COUNCIL BILL NO. 2026-119 **ORDINANCE NO**

AN ORDINANCE approving an Agreement between the City of Joplin, the Missouri Highways and Transportation Commission, and the Missouri & Northern Arkansas Railroad Company, Inc. that pertains to improved warning devices at the Enterprise Avenue railroad crossing; 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.

WHEREAS, the City of Joplin, the Missouri Highways and Transportation Commission, the Missouri & Northern Arkansas Railroad Company, Inc. desire to enter into an agreement whereby the Missouri & Northern Arkansas Railroad Company, Inc. will install improved warning devices funded by the Missouri Highways and Transportation Commission where Enterprise Avenue intersects the railroad tracks at DOT Crossing #919820R.

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

Section 1. That the agreement by and between the City of Joplin, the Missouri Highways and Transportation Commission, and the Missouri & Northern Arkansas Railroad Company, Inc., 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 this Council Bill shall have an effective date of May 5, 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

CCO Form: MO66
Approved: 04/04 (BDG
Revised: 11/25 (TLP)
Modified: 01/26 (MWH)

Enterprise Rd
City of Joplin
County of Jasper
DOT Crossing# 919820R
Job No. RRP 024S(044)

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
SUPPLEMENTAL AGREEMENT FOR
HIGHWAY/RAIL CROSSING IMPROVEMENTS

THIS SUPPLEMENTAL AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission"), and the Missouri & Northern Arkansas Railroad Company, Inc. (hereinafter, "Railroad"), and City of Joplin (hereinafter, “Agency”), pursuant to the terms of a Master Agreement For Improved Warning Devices between the Railroad and Commission executed by the Railroad on April 29, 1993, and by the Commission on May 20, 1993.

WITNESSETH:

WHEREAS, the installation of various safety improvements appears to be warranted at an existing public highway/rail grade crossing in Joplin, Missouri, where Enterprise Rd intersects Railroad's tracks at a point known as DOT Crossing #919820R (hereinafter the “Enterprise Rd Grade Crossing”); and

WHEREAS, the parties agree that this installation shall be in substantial compliance with the Manual on Uniform Traffic Control Devices (MUTCD), and will enhance safety to both highway and railroad traffic at said grade crossing; and

WHEREAS, representatives of the parties participated in a diagnostic review and field inspection of this grade crossing on May 06, 2025, during which they considered and tentatively agreed on the specific safety improvements that should be implemented to enhance safety for both highway and railroad traffic at this crossing; and

NOW, THEREFORE, in consideration of these premises and of the mutual covenants herein contained, the parties agree as follows:

(1) PURPOSE: The purpose of this Supplemental Agreement is to provide for funding, installation, and maintenance of additional warning devices and other improvements at the Enterprise Rd Grade Crossing (hereinafter, the “Project”)

(2) SCOPE OF WORK:

(A) The scope of work includes the Railroad’s installation of new flashing light signals and gates,and one pair of sidelights in the northeast quadrant, all with LED lights, new power meter and pole/pedestal, a new signal bungalow at the northeast quadrant with redundant motion detection circuitry, installation of Do Not Stop on Tracks

sign, and a new concrete crossing surface at the Enterprise Rd Grade Crossing (US DOT# 919820R).

(B) The scope of work also includes the Agency's installation of W10-1 Advance Warning Signs and installation of a Stop Bar in front of approach Stop Sign.

(3) FUNDING AND APPORTIONMENT: The Commission will reimburse the Railroad for one hundred percent (100%) of the eligible costs of the work described in subsection (2)(A) and section (5) of this Supplemental Agreement. The Agency shall assume responsibility for one hundred percent (100%) of the costs of the work described in subsection (2)(B) of this Supplemental Agreement.

(4) COST OF PROJECT: The cost of the Project shall be the total monies expended by the Railroad to complete the work described in subsection (2)(A) and section (5), all in accordance with the plan and cost estimate developed by the Railroad for this specific Project and attached to this Supplemental Agreement.

(5) PRELIMINARY WORK: The Railroad shall prepare and submit to the Commission a detailed plan and cost estimate for the work as described in subsection (2)(A) "Scope of Work" of this Supplemental Agreement, in accordance with the work recommended pursuant to the diagnostic review of the Enterprise Rd Grade Crossing, which was conducted on May 6, 2025 and in accordance with the provisions of the Master Agreement.

The Detailed Plan shall be attached to this Supplemental Agreement as Exhibit A; the Detailed Cost Estimate shall be attached as Exhibit B; and both Exhibits A and B shall be incorporated by reference in this Supplemental Agreement.

(6) CHANGE ORDERS: If any material change is made in the original plan and extent of the work, reimbursement to the Railroad shall be limited to costs covered by a change order having approval of the Commission PRIOR to the performance of the work.

(7) INSTALLATION:

(A) The Railroad, upon receipt of notification from the Commission and in accordance with the Ordered Due Date of the Commission's Administrative Order pursuant to section 389.610 RSMo, approving this Project, shall furnish all labor and material and complete the work described in subsection (2)(A) in accordance with the Master Agreements, and in accordance with the plan and estimate attached hereto, and the rules and regulations contained in Title 23 Code of Federal Regulations (hereinafter, "CFR") Part 140 Subpart I and 23 CFR Part 646 Subpart B issued by the Federal Highway Administration.

(B) The Agency shall complete its performance of the work described in subsection (2)(B) of this Supplemental Agreement in accordance with the Ordered

Due Date of the Commission's Administrative Order pursuant to section 389.610 RSMo, approving and authorizing the Project described in this Supplemental Agreement.

(8) FORCE ACCOUNT AND NON-FORCE ACCOUNT WORK: The Railroad will furnish all of the material and do all of the work described in subsection (2)(A) and in section (5) of this Supplemental Agreement and the Agency will furnish all the material and do the work described in subsection (2)(B), each with its respective own forces, or may perform the work using a contractor paid under a contract let by the Railroad in compliance with provisions of 23 CFR Chapter I, Subchapter B, Part 140, Subpart I and Chapter 34 RSMo. Relevant provisions of 23 CFR and Chapter 34 RSMo are by reference made part of this Supplemental Agreement.

(9) MAINTENANCE AND OPERATION: The Railroad shall operate and maintain the warning devices described in subsection (2)(A) at the Railroad's expense as long as it operates trains through the crossing; or until the Commission orders that signals are no longer necessary at the crossing; or until the crossing is abandoned, closed, or for any reason the operation and maintenance of the signals becomes unnecessary. The Agency shall maintain the W10-1 Advanced Warning signs that it installs in accordance with subsection (2)(B) of this Supplemental Agreement, using the Agency's own funds.

(10) RELOCATION OF SIGNALS: In the event the warning devices become unnecessary for any of the above reasons, the Railroad shall remove and install the devices at another crossing mutually acceptable to the Commission and the Railroad.

(11) PAYMENT PROVISIONS:

(A) Upon receipt of the Railroad's final statement of costs and after a review of the statement in relation to the work performed, the Commission will reimburse the Railroad with State and Federal funds pursuant to Title 23 United States Code (hereinafter, "USC") 130, for one hundred percent (100%) of the costs incurred by the Railroad for its work as described in subsection (2)(A) and section (5) of this Supplemental Agreement. If an audit reveals that the Railroad has been overpaid, the Railroad shall immediately refund the Commission for such overpayment. If an audit reveals that the Railroad has been underpaid, the Commission will reimburse the Railroad for such underpayment.

(B) The Commission shall reimburse the Railroad within sixty (60) days after it has received Railroad's progressive invoices, and within one hundred twenty (120) days after it has received the Railroad's final invoice and statement of costs (which shall be conspicuously marked "FINAL"), for the actual costs incurred by the Railroad for eligible work performed in accordance with this Agreement. If the Commission disputes any invoice, the Commission shall pay the Railroad any undisputed amount within sixty (60) days of receipt of the invoice and, within thirty (30) days after receipt of the invoice, notify the Railroad of the disputed amount and request supporting documentation to verify the accuracy of the invoice. The Commission shall

thereafter pay the Railroad any remaining portions of the invoice within thirty (30) days of receipt of documentation adequate to justify the disputed expenditures.

(12) AGENCY OBLIGATION: In addition to performing the work described in subsection (2)(B) of this Supplemental Agreement, the Agency hereby agrees to cooperate in the handling of traffic during all of the work described in subsection (2)(A).

(13) INDEMNIFICATION: To the extent allowed or imposed by law, the Railroad and the Agency shall defend, indemnify and hold harmless the Commission, including its members and 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 Railroad's or the Agency's wrongful or negligent performance of its obligations under this Agreement.

(14) INSURANCE:

(A) The Railroad and the Agency is required or will require any contractor procured by the Railroad or the Agency to work under this Agreement:

1. To carry commercial general liability or railroad liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and the Missouri Department of Transportation (MoDOT) and its employees, as additional insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities ($600,000 per claimant and $4,000,000 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(B) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(15) NON-EMPLOYMENT OF UNAUTHORIZED ALIENS: Pursuant to section 285.530 RSMo no business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri. As a condition for the award of any contract or grant in excess of five thousand dollars ($5,000) by the State or by any political subdivision of the State to a business entity, or for any business entity receiving a state-administered or subsidized tax credit, tax abatement, or loan from the state, the business entity shall:

(A) By sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. E-Verify is an example of a federal work authorization program. The business entity must affirm its enrollment and participation in the E-Verify federal work authorization program with respect to the

employees proposed to work in connection with the services requested herein by providing acceptable enrollment and participation documentation consisting of completed copy of the E-Verify Memorandum of Understanding (MOU). For business entities that are not already enrolled and participating in a federal work authorization program, E-Verify is available at

http://www.dhs.gov/xprevprot/programs/gc.1185221678150.shtm.

(B) By sworn affidavit, the Railroad affirms that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. A copy of the affidavit referenced herein is provided within this document, attached as Exhibit C.

(16) WAIVER OF HEARING ON ISSUANCE OF ADMINISTRATIVE ORDERS: This Supplemental Agreement is made subject to approval of the proposed Project by a final administrative order issued by the Missouri Highways and Transportation Commission, or by the Missouri Administrative Hearing Commission (AHC), in accordance with section 389.610 RSMo Supp. 2004. With reference to the issuance of that administrative order, the Railroad, the Agency, and the Commission stipulate that the construction of the Project as described in this Supplemental Agreement will promote public safety and will not adversely affect public necessity. The Railroad and the Agency each consent that the Commission or the AHC, or both, may issue administrative orders approving and authorizing the construction of this Project in conformity with the provisions of this Supplemental Agreement, and the Railroad and the Agency each waives its right to notice and an opportunity for hearing before the issuance of these administrative orders provided no other party requests a hearing.

(17) NONDISCRIMINATION ASSURANCE: If work under this Supplemental Agreement is funded in whole or in part with any Federal funds administered by the United States Department of Transportation (USDOT), the following provisions apply:

(A) Civil Rights Statutes: The Railroad and the Agency shall comply with all state and federal statutes relating to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 USC 2000d and 2000e, et seq.), as well as any applicable titles of the Americans with Disabilities Act. In addition, if the Railroad or the Agency is providing services or operating programs on behalf of MoDOT or the Commission, they shall comply with all applicable provisions of Title II of the Americans with Disabilities Act.

(B) Administrative Rules: The Railroad and the Agency shall comply with the administrative rules of the USDOT relative to nondiscrimination in federally assisted programs of the USDOT (49 CFR Subtitle A, Part 21) which are herein incorporated by reference and made part of this Supplemental Agreement.

(C) Nondiscrimination: The Railroad and the Agency shall not discriminate on grounds of the race, color, religion, creed, sex, disability, national origin,

age, or ancestry of any individual in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Railroad and the Agency shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR 21.5, including employment practices.

(D) Solicitations for Subcontracts, Including Procurements of Material and Equipment: These assurances concerning nondiscrimination also apply to subcontractors and suppliers of the Railroad and the Agency. These apply to all solicitations either by competitive bidding or negotiation made by the Railroad or the Agency for work to be performed under a subcontract including procurement of materials or equipment. Each potential subcontractor or supplier shall be notified by the Railroad and the Agency of the requirements of this Supplemental Agreement relative to nondiscrimination on grounds of the race, color, religion, creed, sex, disability, national origin, age, or ancestry of any individual.

(E) Information and Reports: The Railroad and the Agency shall provide all information and reports required by this Supplemental Agreement, or orders and instructions 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 Commission or the USDOT to be necessary to ascertain compliance with other contracts, orders and instructions. Where any information required of the Railroad or the Agency is in the exclusive possession of another who fails or refuses to furnish this information, the Railroad and the Agency shall so certify to the Commission or the USDOT as appropriate and shall set forth what efforts ii has made to obtain the information.

(F) Sanctions for Noncompliance: In the event the Railroad or the Agency fail to comply with the nondiscrimination provisions of this Supplemental Agreement, the Commission shall impose such contract sanctions as ii or the USDOT may determine to be appropriate, including but not limited to:

1. Withholding of payments under this Supplemental Agreement until the Railroad or the Agency complies; and/or

2. Cancellation, termination, or suspension of this Supplemental Agreement, in whole or in part, or both.

(G) Incorporation of Provisions: The Railroad and the Agency shall include the provisions of this Section of this Supplemental Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, executive order, administrative rules or instructions issued by the Commission or the USDOT. The Railroad and the Agency will take such action with respect to any subcontract or procurement as the Commission or the USDOT may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that in the event the Railroad or the Agency becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Railroad

and the Agency may request the United States to enter into such litigation to protect the interests of the United States.

(18) COMPLIANCE WITH LAWS: The Railroad and the Agency shall comply with all applicable federal, state, and local laws and regulations in the performance of this Supplemental Agreement.

(19) BUY AMERICA: The Railroad and the Agency agree to abide by the provisions of the Buy America requirements of the 49 CFR Part 661.

(20) AMENDMENTS: Any change in this Supplemental Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of the parties.

(21) COMMISSION REPRESENTATIVE: The Multimodal Operations Director is designated as the Commission's representative for the purpose of administering the provisions of this Supplemental Agreement.

(22) ASSIGNMENT: The Railroad and the Agency shall not assign, transfer, or delegate any interest in this Supplemental Agreement without the prior written consent of the Commission.

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

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

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

(26) AUDIT OF RECORDS: The Railroad shall maintain all records relating to this Supplemental Agreement, including but not limited to invoices and payrolls. These records must be available at all reasonable limes at no charge to the Commission and/or its designees or representatives during the period of this Supplemental Agreement and any extension thereof, and for three (3) years from the date of final payment made under this Supplemental Agreement.

(27) RAILROAD NOTIFICATION: At least five (5) days prior to the commencement of work described in subsection (2)(A) or section (5), the Railroad shall notify the Commission of the date it plans to commence said work. If the Commission does not receive said notification from the Railroad, the Commission may withhold an amount of five percent (5%) of the final payment to the Railroad. Such five percent (5%) payment will not be provided to the Railroad until after a final audit has been performed by the Commission.

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

(29) ORIGINAL AGREEMENT: Except as otherwise modified, amended, or supplemented by this Supplemental Agreement, the Master Agreement and all previous Supplemental Agreements between the parties shall remain in full force and effect.

Remainder of Page Intentionally Left Blank

IN WITNESS WHEREOF, the parties have entered into this Supplemental Agreement on the last date written below. The Agency executed same pursuant to Ordinance No. _____, of said Agency, approved on the _____ day of _____, 20____.

Executed by Railroad on _____ (date).

Executed by Agency on _____ (date).

Executed by MHTC on _____ (date).

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

By: _____

Name: _____

Title: _____

ATTEST:

_____
Secretary to the Commission

APPROVED AS TO FORM:

_____
Commission Counsel

MISSOURI & NORTHERN ARKANSAS RAILROAD COMPANY, INC.

By: _____

Name: _____

Title: _____

CITY OF JOPLIN, MISSOURI

By: _____

Title: _____

By: _____

Title: _____

By: _____

Title: _____

City Ordinance No._____

Exhibit A

[to be attached hereto]

Exhibit B

[to be attached hereto]

Exhibit C

Annual Worker Eligibility Verification Affidavit

[to be attached hereto]
ANNUAL WORKER ELIGIBILITY VERIFICATION AFFIDAVIT

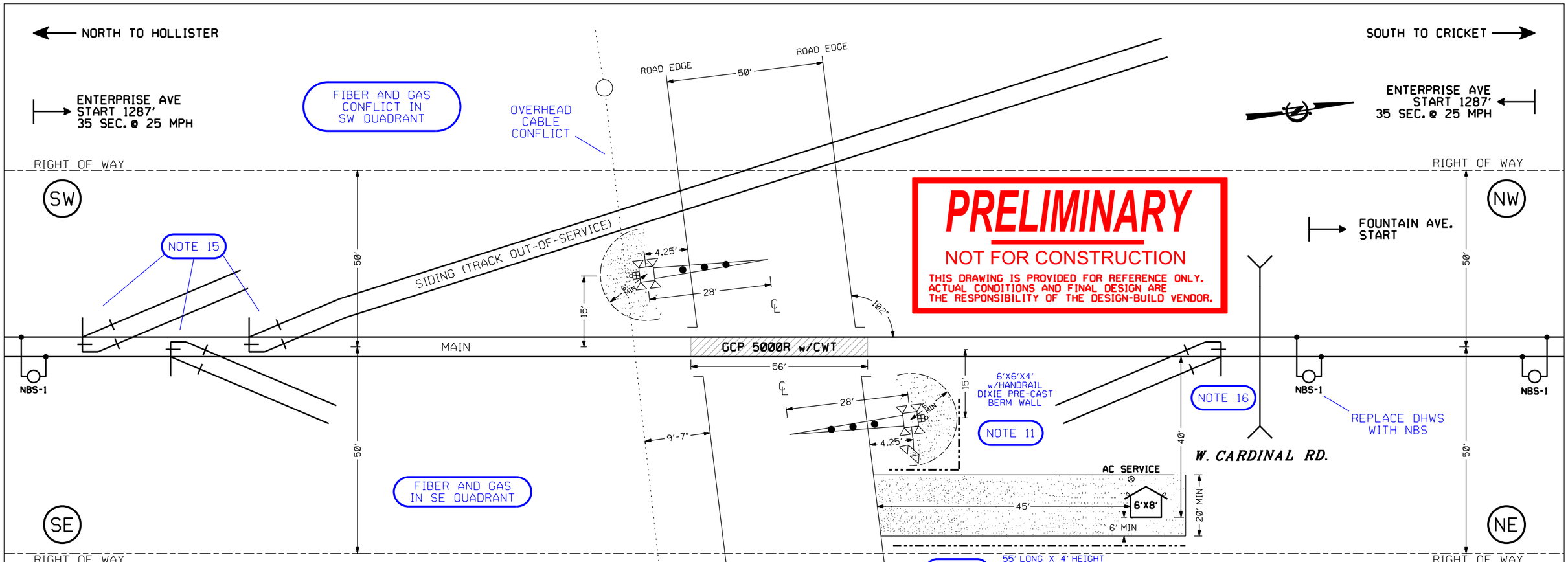
STATE OF _____)
) ss.
COUNTY OF _____)
On the _____ day of _____, 20_____, before me appeared (Affiant's name:)_____, who is personally known to me or proved on the basis of satisfactory evidence to be the person whose name is subscribed to this affidavit, and being by me first duly sworn, he/she stated as follows:

- I, the Affiant, am of sound mind, capable of making this affidavit, and personally certify the facts herein stated, as required by Section 285.530, RSMo, to enter into any contract agreement with the state to perform any job, task, employment, labor, personal services, or any other activity for which compensation is provided, expected, or due, including but not limited to all activities conducted by business entities.
- I, the Affiant, am the (Title:)_____ of MISSOURI & NORTHERN ARKANSAS RAILROAD CO., INC. and I am duly authorized, directed, and/or empowered to act officially and properly on behalf of this business entity.
- I, the Affiant, hereby affirm and warrant that the aforementioned business entity is enrolled in a federal work authorization program operated by the United States Department of Homeland Security, and the aforementioned business entity shall participate in said program to verify the employment eligibility of newly hired employees working in connection with any services contracted by the Missouri Highways and Transportation Commission (MHTC). I have attached documentation to this affidavit to evidence enrollment/participation by the aforementioned business entity in a federal work authorization program, as required by Section 285.530, RSMo.
- I, the Affiant, also hereby affirm and warrant that the aforementioned business entity does not and will not knowingly employ, in connection with any services contracted by MHTC, any alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 USC § 1324a(h)(3).
- I, the Affiant, am aware and recognize that, unless certain contract and affidavit conditions are satisfied pursuant to Section 285.530, RSMo, the aforementioned business entity may be held liable under Sections 285.525 through 285.550, RSMo, for subcontractors that knowingly employ or continue to employ any unauthorized alien to work within the state of Missouri.
- I, the Affiant, acknowledge that I am signing this affidavit as a free act and deed of the aforementioned business entity and not under duress.

_____
Affiant Signature

Subscribed and sworn to before me in the city or county and state, and upon the day and year first above-written.

_____
Notary Public
My commission expires:



PRELIMINARY

NOT FOR CONSTRUCTION

THIS DRAWING IS PROVIDED FOR REFERENCE ONLY. ACTUAL CONDITIONS AND FINAL DESIGN ARE THE RESPONSIBILITY OF THE DESIGN-BUILD VENDOR.

APPROACH DISTANCE CALCULATION		NORTH		SOUTH
ACTUAL PRIME CROSSING WARNING TIME		30 SEC		30 SEC
TIME FOR CROSSING CLEARANCE DISTANCE > 35'	+	0 SEC	+	0 SEC
TRAFFIC PRE-EMPTION TIME	+	0 SEC	+	0 SEC
TOTAL CALCULATED DESIGN WARNING TIME		30 SEC		30 SEC
EQUIPMENT RESPONSE TIME	+	5 SEC	+	5 SEC
BUFFER TIME	+	0 SEC	+	0 SEC
TOTAL WARNING TIME FOR APPROACH DISTANCE CALCULATION		35 SEC		35 SEC
CALCULATED AT MAXIMUM TRAIN SPEED	x	25 MPH	x	25 MPH
RATIO OF FEET PER SECOND TO MILES PER HOUR	x	1.470	x	1.470
APPROACH LENGTH (ROUNDED UP TO THE NEXT FOOT)		1287 FEET		1287 FEET

= NOTE

⊗ - LOCATION OF AC SERVICE

○ - UTILITY POLE

benesch
engineers · scientists · planners
Alfred Benesch & Company
1230 East Diehl Road, Suite 109
Naperville, IL 60563
630-577-9100 Job No. 2226-3G0405.68

NOTES;

1. MATERIAL & INSTALLATION TO BE IN ACCORDANCE WITH MUTCD, STATE AND RAILROAD STANDARDS.
2. ALL DIMENSIONS ARE APPROXIMATE AND MAY VARY DUE TO ACTUAL FIELD CONDITIONS. VENDOR TO VERIFY ALL CONDITIONS.
3. FLASHLIGHT SIGNALS TO BE LIGHT EMITTING DIODE ASSEMBLIES (LED).
4. SEE APPROACH CIRCUIT DISTANCE CALCULATION TABLE FOR PLANNED WARNING TIME AND TRAIN SPEED PER TRACK.
5. APPROACH DISTANCES ARE TO BE MEASURED FROM THE TERMINATIONS TO CLOSEST SET OF TRACK LEADS AT CROSSING.
6. CONDUIT MUST BE BORED.
7. VENDOR IS RESPONSIBLE TO LOCATE AND PROTECT ALL UTILITIES WITHIN LIMITS OF CONSTRUCTION.
8. INSTALL FOUNDATIONS TO AVOID UNDERGROUND UTILITIES.
9. ENSURE ALL DITCHES ALONG THE TRACKS IN ALL FOUR QUADRANTS HAVE POSITIVE DRAINAGE FLOW TO 100' FROM THE HIGHWAY.
10. CAMERA SYSTEM TO BE PROVIDED AND INSTALLED BY VENDOR
11. INSTALL BERM WALL FOR WARNING DEVICE IN NE QUAD.
12. INSTALL BERM WALL IN NE QUAD FOR SIGNAL BUNGALOW.
13. BUNGALOW TO BE SET TO 40 FEET FROM OUTSIDE RAIL AND 45 FEET FROM CURB.
14. CITY TO INSTALL STOP BAR IN NE QUADRANT.
15. SB APPROACH CONSISTS OF THREE (3) HANDTHROW SWITCHES. SWITCH INSULATION PACKAGES REQUIRED.
16. NB APPROACH CONSISTS OF ONE (1) HANDTHROW SWITCH. SWITCH INSULATION PACKAGE REQUIRED.

811 Know what's below. Call before you dig.

"DRAWING NOT TO SCALE"

PROPOSED CROSSING LAYOUT

REVISIONS

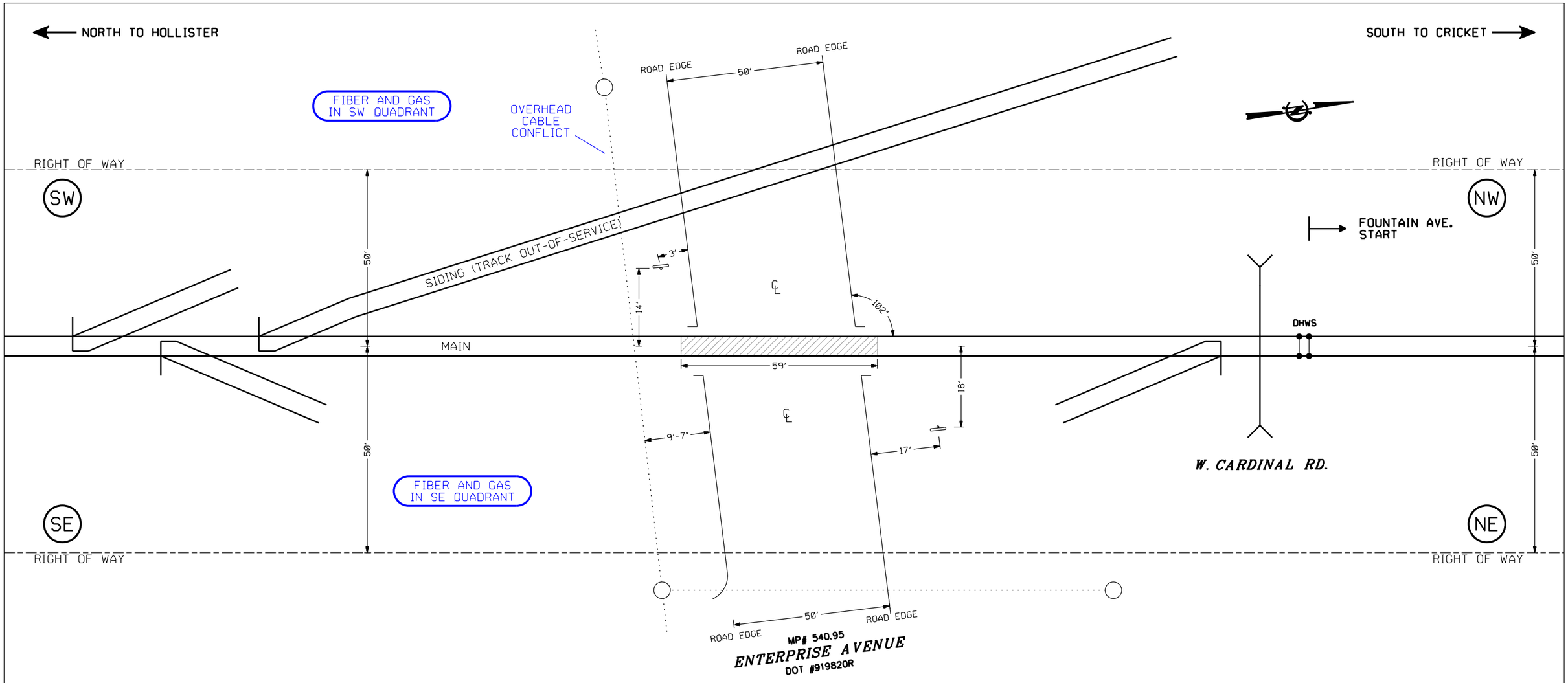
THE OPERATION OF THE CIRCUITS AND EQUIPMENT REPRESENTED HEREIN CANNOT BE FULLY CHECKED UNTIL ALL CIRCUITS AND DEVICES ARE CONNECTED TO FORM A COMPLETE SYSTEM, OR AN EFFECTIVE SUBSYSTEM. SUCH SYSTEM OR SUBSYSTEM MUST BE GIVEN COMPLETE CIRCUIT AND OPERATIONAL TESTS BEFORE BEING PLACED IN REGULAR OPERATION.

MISSOURI & NORTHERN ARKANSAS RAILROAD

DRAWN: ICP
DESIGNED: TCS
CHECKED: BPB
DATE: 8/11/25

ENTERPRISE AVENUE
JOPLIN, (JASPER), MISSOURI
DOT#919820R MILEPOST#540.95

DRAWING NO.
MNAR54095.H01
SHEET 01 OF 01



= NOTE

⊗ - LOCATION OF AC SERVICE

◯ - UTILITY POLE

benesch
engineers · scientists · planners
Alfred Benesch & Company
1230 East Diehl Road, Suite 109
Naperville, IL 60563
630-577-9100 Job No. 2226-3G0405.68

PRELIMINARY

NOT FOR CONSTRUCTION

THIS DRAWING IS PROVIDED FOR REFERENCE ONLY. ACTUAL CONDITIONS AND FINAL DESIGN ARE THE RESPONSIBILITY OF THE DESIGN-BUILD VENDOR.

NOTES:

1. ALL DIMENSIONS ARE APPROXIMATE AND MAY VARY DUE TO ACTUAL FIELD CONDITIONS. VENDOR TO VERIFY ALL CONDITIONS.
2. VENDOR IS RESPONSIBLE TO LOCATE AND PROTECT ALL UTILITIES WITHIN LIMITS OF CONSTRUCTION.
3. SOUTHBOUND APPROACH CONSISTS OF THREE (3) HANDTHROW SWITCHES THAT WILL REQUIRE SWITCH INSULATION PACKAGES.
4. NORTHBOUND APPROACH CONSISTS OF ONE (1) HANDTHROW SWITCH THAT WILL REQUIRE A SWITCH INSULATION PACKAGE.
5. ON RR SOUTH SIDE OF PROJECT CROSSING, SOUTHBOUND APPROACH START FOR FOUNTAIN AVENUE IS 1043 FEET FROM ROAD EDGE.

811 Know what's below. Call before you dig.

"DRAWING NOT TO SCALE"

EXISTING CROSSING LAYOUT

REVISIONS

THE OPERATION OF THE CIRCUITS AND EQUIPMENT REPRESENTED HEREIN CANNOT BE FULLY CHECKED UNTIL ALL CIRCUITS AND DEVICES ARE CONNECTED TO FORM A COMPLETE SYSTEM, OR AN EFFECTIVE SUBSYSTEM. SUCH SYSTEM OR SUBSYSTEM MUST BE GIVEN COMPLETE CIRCUIT AND OPERATIONAL TESTS BEFORE BEING PLACED IN REGULAR OPERATION.

MISSOURI & NORTHERN ARKANSAS RAILROAD

DRAWN: ICP
DESIGNED: TCS
CHECKED: BPB
DATE: 8/11/25

ENTERPRISE AVENUE
JOPLIN, (JASPER), MISSOURI
DOT#919820R MILEPOST#540.95

DRAWING NO.
MNAR54095.H02
SHEET 01 OF 01

Force Account Estimate

OOM

Railroad:	Missouri & Northern Arkansas Railroad Company, Inc.	**Region:**	American
Agency:	Missouri Department of Transportation	**State:**	MO
DOT #:	919820R	**COUNTY:**	Jasper
ROADWAY:	Enterprise Ave	**CITY:**	Joplin
DESCRIPTION:	Order of Magnitude Estimate associated with warning device upgrades and new surface reconstruction. Updated FAE will be provided at a later date after Bids have been received.		
AGENCY PROJECT NUMBER:	RRP-024S(044)	**ESTIMATE SUBJECT TO REVISION AFTER:**	**05/17/26**

PRELIMINARY ENGINEERING:		
Contracted & Administrative Engineering Services	$	25,000
Subtotal	**$**	**25,000**
CONSTRUCTION & CLOSEOUT:		
Contracted & Administrative Engineering Services	$	17,000
Subtotal	**$**	**17,000**
FLAGGING SERVICE:		
Contracted or Railroad Flagmen Services	$	21,000
Subtotal	**$**	**21,000**
UTILITY WORK:		
Power Service	$	10,000
Other	$	-
Subtotal	**$**	**10,000**
CONTRACT WORK:		
Outside Services	$	-
Railroad Protective Liability	$	4,494
Crossing Surface	$	242,000
Crossing Signals	$	400,000
Subtotal	**$**	**646,494**
RAILROAD TRACK:		
Labor & Material	$	-
Subtotal	**$**	**-**
RAILROAD SIGNAL & COMMUNICATION:		
Labor & Material	$	-
Subtotal	**$**	**-**
PROJECT SUBTOTAL:	**$**	**719,494**
Contingencies: **10.00%**	$	71,949
Public Project Additive: **6.00%**	$	47,487
PROJECT TOTAL: **********	**$**	**838,930**
CURRENT AUTHORIZED BUDGET: **********	**$**	**-**
TOTAL SUPPLEMENT REQUESTED: **********	**$**	**838,930**

DIVISION OF COST:

Agency	100.00%	$	838,930
Railroad	0.00%	$	-

NOTE: Estimate is based on FULL CROSSING CLOSURE during work by Railroad Forces & Contractors.

This estimate has been prepared based on site conditions, anticipated work duration periods, material prices, labor rates, manpower and resource availability, and other factors known as of the date prepared. The actual cost for the railroad work may differ based upon the agency's requirements, their contractor's work procedures, and/or other conditions that become apparent once construction commences or during the progress of the work.

Estimated prepared by: BPB **Approved by:** **Public Project Department**

DATE: 05/22/25 **REVISED:** 11/18/25 **DATE:** 11/18/25

ANNUAL WORKER ELIGIBILITY VERIFICATION AFFIDAVIT

STATE OF Missouri)
) ss.
COUNTY OF Jasper)

On the 15 day of October, 2024, before me appeared (Affiant's name:) Gregory M. Feyerabend who is personally known to me or proved on the basis of satisfactory evidence to be the person whose name is subscribed to this affidavit, and being by me first duly sworn, he/she stated as follows:

- I, the Affiant, am of sound mind, capable of making this affidavit, and personally certify the facts herein stated, as required by Section 285.530, RSMo, to enter into any contract agreement with the state to perform any job, task, employment, labor, personal services, or any other activity for which compensation is provided, expected, or due, including but not limited to all activities conducted by business entities.
- I, the Affiant, am the *(Title:)* General Manager of Missouri Northern Arkansas Railroad, and I am duly authorized, directed, and/or empowered to act officially and properly on behalf of this business entity.
- I, the Affiant, hereby affirm and warrant that the aforementioned business entity is enrolled in a federal work authorization program operated by the United States Department of Homeland Security, and the aforementioned business entity shall participate in said program to verify the employment eligibility of newly hired employees working in connection with any services contracted by the Missouri Highways and Transportation Commission (MHTC). I have attached documentation to this affidavit to evidence enrollment/participation by the aforementioned business entity in a federal work authorization program, as required by Section 285.530, RSMo.
- I, the Affiant, also hereby affirm and warrant that the aforementioned business entity does not and will not knowingly employ, in connection with any services contracted by MHTC, any alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 USC § 1324a(h)(3).
- I, the Affiant, am aware and recognize that, unless certain contract and affidavit conditions are satisfied pursuant to Section 285.530, RSMo, the aforementioned business entity may be held liable under Sections 285.525 through 285.550, RSMo, for subcontractors that knowingly employ or continue to employ any unauthorized alien to work within the state of Missouri.
- I, the Affiant, acknowledge that I am signing this affidavit as a free act and deed of the aforementioned business entity and not under duress.

Affiant Signature

Subscribed and sworn to before me in the city or county and state, and upon the day and year first above-written.

Notary Public

My commission expires: 04-28-28

[documentation of enrollment/participation in a federal work authorization program attached]

DESTINY RINGEN
Notary Public - Notary Seal
Jasper County - State of Missouri
Commission Number 20712640
My Commission Expires Apr 28, 2028

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2026-123 Construction Agreement between City of Joplin and Masters Elevator Co. LLC for Elevator Modifications and upgrades of the Elevator located at Donald E. Clark Justice Center & an Elevator located at Fire Station #4.

MEETING DATE
April 20, 2026

ORIGINATING DEPT
Public Works-Engineering

ATTACHMENTS
Council Bill 2026-123; 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 approves an agreement with Masters Elevator Co. LLC in the amount of One Hundred Eighty Thousand Three Hundred Eighty-Three and 20/100 dollars ($180,383.20) for Elevator Modifications and upgrades of the Elevator located at Donald E. Clark Justice Center & an Elevator located at Fire Station #4.

BACKGROUND
The City of Joplin Maintenance Division has identified two elevators that are currently non-operational—one located at the Donald E. Clark Justice Center and another at Fire Station #4. In an effort to restore functionality and modernize these systems, the City initiated an elevator modernization project. In accordance with the City of Joplin's procurement policies, a request for bid proposals was publicly advertised in the Joplin Globe on March 14, 2026. Bids were subsequently received on April 1, 2026. A total of two bids were submitted, and Masters Elevator Co. LLC was selected as the lowest responsive bidder. Construction oversight and project management for the elevator modernization will be performed by City staff to ensure compliance with project specifications and standards.

This is a summary of the anticipated total expenditures for this item:

ITEM DESCRIPTION	ANTICIPATED COST	FUNDING SOURCE	ESTIMATED TIMELINE
Justice Center	$109,617.60	CIST	December 1, 2026
Fire Station #4	$70,765.60	CIST	December 1, 2026
Grand Total	$180,383.20	CIST	December 1, 2026

FUNDING SOURCE

This is included in the FY 2026 Budget in the Capital Improvement Sales Tax - City Building Maintenance

RECOMMENDATION

Staff recommends approval of Council Bill 2026-123 on 1st reading.

COUNCIL BILL NO. 2026-123 **ORDINANCE NO.**

AN ORDINANCE approving the City of Joplin to enter into an agreement with Masters Elevator Co. LLC in the amount of One Hundred Eighty Thousand Three Hundred Eighty-Three and 20/100 dollars ($180,383.20) for Elevator Modifications and upgrades of the Elevator located at Donald E. Clark Justice Center & an Elevator located at Fire Station #4 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 City enter into an agreement with Masters Elevator Co. LLC in the amount of One Hundred Eighty Thousand Three Hundred Eighty-Three and 20/100 dollars ($180,383.20) for Elevator Modifications and upgrades of the Elevator located at Donald E. Clark Justice Center & an Elevator located at Fire Station #4, 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 Masters Elevator Co. LLC.

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

Section 4. That this Council Bill shall have an effective date of May 5, 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

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

_____

Leslie Haase, Director of Finance

AGREEMENT
BETWEEN
CITY OF JOPLIN AND Masters Elevator Company, LLC

CITY		CONTRACTOR	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: Masters Elevator Company, LLC Address: 725 N. Scott Ave. Belton, Mo. 64012	
Attention: Jeff Tennis		Attention: Dan Moreno	
Department: Facility Maintenance		Phone: 1-816-952-6033	Fax:
Phone: 417.624.0820 ext: 1299	Fax: 417.624.4620	Project: Elevator Modernization	

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:

ELEVATOR MODERNIZATION

The City and Contractor agree to the following:

1. Manner and Time for Completion. The Contractor will furnish all supervision, labor, tools, equipment, materials and supplies necessary to perform, and to perform said work at Contractor's own expense in accordance with the contract documents and any applicable City ordinances and state and federal laws within 180 calendar days from the date Contractor is ordered to proceed, which order shall be issued by the Director of Public Works within 30 days after the date of this contract.

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

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

Documents. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City of Joplin. Regardless of such approval, it shall be the responsibility of the contractor to 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, Sovereign Immunity Limits | Missouri Department of Insurance)

As of January 1, 2026, 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 Five Hundred Forty-Seven Thousand Six Hundred Fifty Eight and no/100 Dollars ($3,547,658.00) for all claims arising out of a single accident or occurrence and at least Five Hundred Thirty Two Thousand One Hundred Forty Eight and no/100 Dollars ($532,148.00) 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 Five Hundred Forty-Seven Thousand Six Hundred Fifty Eight and no/100 Dollars ($3,547,658.00) for all claims arising out of a single accident or occurrence and at least Five Hundred Thirty Two Thousand One Hundred Forty Eight and no/100 Dollars ($532,148.00) 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 Five Hundred Forty-Seven Thousand Six Hundred Fifty Eight and no/100 Dollars ($3,547,658.00) for all claims arising out of a single accident or occurrence and at least Five Hundred Thirty Two Thousand One Hundred Forty Eight and no/100 Dollars ($532,148.00) 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 $180,383.20 (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, (https://www.joplinmo.org/DocumentCenter/View/12663/2025-Spec-Review-Final-Copy) Contractor (or surety) shall be liable to the City in the amount of $100.00 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. Proposal
g. Statement of Bidder's Qualifications

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

Notice to Contractors: This contract, together with the other documents enumerated in this paragraph, forms the contract between the parties. These documents are as fully a part of the contract as if attached hereto or repeated herein. 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 One Hundred Eighty Thousand Three Hundred Eighty-Three and 20/100 ($183,383.20) dollars, said amount being subject to any approved addenda or change order.

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

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

19. Assignment. 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 therefore.

_____
Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____
Peter Edwards, City Attorney

CONTRACTOR: Masters Elevator Company, LLC

By: _____

Printed Name: _____

Title: _____

CITY OF JOPLIN, MISSOURI

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