JOPLIN CITY COUNCIL
REGULAR MEETING AGENDA
MONDAY, JUNE 15, 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. Introduction Of Layne Bourgeous, Director Of Homelessness Response
   2. ALLO Fiber Construction Update

      Documents:

      ALLO FIBER JOPLIN CONSTRUCTION UPDATE JUNE 2026.PDF
   3. Semi-Annual Oversight Committee Report

      Documents:

      OVERSIGHT COMMITTEE COUNCIL REPORT JUNE 15 2026.PDF
   4. Grant Project Status Update

      Documents:

      GRANT PROJECT STATUS UPDATE JUNE 15 2026.PDF
4. **Finalization Of Consent Agenda**
5. **Reports And Communications**
   1. News From The Public Information Office
6. **Citizen Requests And Petitions**
   1. Shannon Cavener

7. **Public Hearings**

8. **Consent Agenda**

1. Minutes Of The June 1, 2026, City Council Meeting

   Documents:

   JUNE 1, 2026 MINUTES.PDF

2. COUNCIL BILL NO. 2026-124

   AN ORDINANCE authorizing the City of Joplin to enter into a Agreement with McClanahan Construction Company, Inc. for the 2026 Miscellaneous Wastewater Treatment Plant Improvements in the amount of Nine Hundred Forty-Eight Thousand and 00/100 Dollars ($948,000.00) and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and, setting a date when this Ordinance shall become effective.

   Documents:

   CB2026-124.PDF

3. COUNCIL BILL NO. 2026-125

   AN ORDINANCE authorizing the City of Joplin to enter into an Agreement with Joplin Industrial Electric, Inc. for the 2026 Miscellaneous Wastewater Treatment Plant Electrical Upgrades in the amount of Nine Hundred One Thousand Fifty-Two and 00/100 Dollars ($901,052.00) and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and, setting a date when this Ordinance shall become effective.

   Documents:

   CB2026-125.PDF

4. COUNCIL BILL NO. 2026-269

   AN ORDINANCE providing to vacate a utility easement for property known as that part of vacated Harlem Ave, lying near property described as 1400 W 4th St, City of Joplin, Jasper County, Missouri.

   Documents:

   CB2026-269.PDF

5. COUNCIL BILL NO. 2026-514

   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:

CB2026-514.PDF

6. COUNCIL BILL NO. 2026-610

AN ORDINANCE approving a consulting agreement with Place Foundry PLLC. in the not to exceed amount of Two Hundred Seventeen Thousand Five Hundred Dollars ($217,500.00) to provide for the evaluation, planning and implementation services for the commercial and residential development and re-development of applicable land and facilities on and surrounding Missouri Southern State University, the Northpark Mall, and generally the Newman Road, Duquesne, and North Range Line area, authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and, amending the Annual Budget of the City of Joplin for the Fiscal Year 2025-2026 as adopted by Ordinance 2025-143 on October 20, 2025; and, setting a date when this Ordinance shall become effective.

Documents:

CB2026-610.PDF

9. Resolutions

1. RESOLUTION NO. 2026-012

A RESOLUTION authorizing the Joplin Fire Department to apply for federal funding through the staffing for adequate fire and emergency response (SAFER) grant program to support the hiring of six (6) firefighter positions approved by the voters through Proposition Police & Fire.

Documents:

SAFER GRANT NOTIFICATION.PDF
RESOLUTION 2026-12.PDF
SUMMARY SHEET FOR RESOLUTION 2026-012.PDF

2. RESOLUTION NO. 2026-013

A RESOLUTION appointing new members of the Board of Directors of the Hope Valley Community Improvement District.

Documents:

RESOLUTION 2026-013 SUMMARY HOPE VALLEY CID BOARD APPOINTMENT.PDF
RESOLUTION 2026-013 HOPE VALLEY CID BOARD APPOINTMENT.PDF

10. Ordinances - Expedited

11. Ordinances - First Reading

1. COUNCIL BILL NO. 2026-129

AN ORDINANCE approving the City of Joplin to enter into an agreement with Emery Sapp & Sons (ESS) in the amount of One Million Two Hundred Nine

Thousand One Hundred Eighty-Seven Dollars and 74/100 ($1,209,187.74) for the North Perimeter Road Reconstruction at the Joplin Regional Airport, and authorizing the City Manager or his designee to execute this agreement by and on behalf of the City of Joplin, and amending the Annual Budget of the City of Joplin for the Fiscal Year 2025-2026 as adopted by Ordinance 2025-143 on October 20, 2025; and, setting a date when this Ordinance shall become effective.

Documents:

CB2026-129 AIRPORT N PERIMETER RD RECONSTRUCTION SUMMARY (2).PDF
CB2026-129 AIRPORT N PERIMETER RD RECONSTRUCTION ORDINANCE (2).PDF
CB2026-129 AIRPORT N PERIMETER RD RECONSTRUCTION BID SUMMARY (2).PDF
CB2026-129 AIRPORT N PERIMETER RD RECONSTRUCTION AGREEMENT (2).PDF

2. COUNCIL BILL NO. 2026-130

AN ORDINANCE approving the City of Joplin to enter into an agreement with Sprouls Construction Inc. in the amount of Five Million Three Hundred Forty-Five Thousand Four Hundred Twenty-Five and 65/100 dollars ($5,345,425.65) for construction of the Main Street Streetscape 8th Street to 15th Street 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 setting a date when this Ordinance shall become effective.

Documents:

CB2026-130 MAIN ST. STREETSCAPE (SPROULS) SUMMARY.PDF
CB2026-130 MAIN ST. STREETSCAPE (SPROULS) ORDINANCE.PDF
CB2026-130 MAIN STREET STREETSCAPE BID SUMMARY.PDF
CB2026-130 MAIN ST. STREETSCAPE (SPROULS) AGREEMENT.PDF

3. COUNCIL BILL NO. 2026-132

AN ORDINANCE approving the City of Joplin to enter into an agreement with Crawford, Murphy & Tilly (CMT) in the not to exceed amount of One Hundred Seventy-Nine Thousand One Hundred Eighty-Six Dollars and 03/100 ($179,186.03) for construction management services for the North Perimeter Road Reconstruction at the Joplin Regional Airport, and authorizing the City Manager or his designee to execute this agreement by and on behalf of the City of Joplin, and amending the Annual Budget of the City of Joplin for the Fiscal Year 2025-2026 as adopted by Ordinance 2025-143 on October 20, 2025; and, setting a date when this Ordinance shall become effective.

Documents:

CB2026-132 AIRPORT N PERIMETER RD CONST MGMT SUMMARY (1).PDF
CB2026-132 AIRPORT N PERIMETER RD CONST MGMT ORDINANCE

(1).PDF
CB2026-132 AIRPORT N PERIMETER RD CONST MGMT AGREEMENT (1).PDF

4. COUNCIL BILL NO. 2026-133

AN ORDINANCE authorizing the City of Joplin to enter into an agreement with Signature Dirtworx, LLC for the 32nd Street and Quail Ave. Sewer Extension Project in the amount of One Hundred Forty-One Thousand Three Hundred Thirty-Five and 65/100 DOLLARS ($141,335.65) 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:

CB2026-133 32ND ST AND QUAIL AVE SEWER EXT SUMMARY.PDF
CB2026-133 32ND ST AND QUAIL AVE SEWER EXT ORDINANCE.PDF
CB2026-133 - 32ND ST AND QUAIL AVE SEWER EXT (DIRTWORX) AGREEMENT.PDF
CB2026-133 32ND ST AND QUAIL AVE SEWER EXT BID SUMMARY.PDF
CB2026-133 32ND ST AND QUAIL AVE SEWER EXT EXHIBIT MAP.PDF

5. COUNCIL BILL NO. 2026-615

AN ORDINANCE approving a Lease agreement with Heart of America Tournaments, LLC. the land and improvements commonly known as Joe Becker Baseball Stadium with Clubhouse; and Wendell Redden Stadium, and the Gene Bassman Softball Complex; authorizing the City Manager to execute said Lease Agreement by and on behalf of the City of Joplin.

Documents:

SUMMARY FOR COUNCIL BILL 2026-613 HEART OF AMERICA TOURNAMENTS, LLC LEASE AGREEMENT.PDF
HEART OF AMERICA TOURNAMENTS LLC 5-1-2026 LEASE AGREEMENT UPDATED 6 4 2026.PDF
HEART OF AMERICA TOURNAMENTS, LLC STADIUM LEASE PROPOSAL.PDF
2026 STADIUM LEASE 2026-RFP-18.PDF
ADDENDUM 1 STADIUM LEASES RFP 2026-RFP-18.PDF
COUNCIL BILL NO. 2026-615 HEART OF AMERICA TOURNAMENTS, LLC LEASE AGREEMENT.PDF

12. Ordinances - Second Reading And Third Reading

1. COUNCIL BILL NO. 2026-007

AN ORDINANCE repealing and replacing the Joplin City Code, Chapter 82 - Offenses and Miscellaneous Provisions, Article III - Offenses Against Public Peace; Division I. - Generally; and specifically, Section 82-74 - Harassment; and establishing a time for such ordinance to become effective.

Documents:

CB2026-007.PDF

13. **Unfinished Business**

14. **New Business**

    1. Boards And Commissions Reappointments And Appointments

    2. Vote To Go Into Closed Session, Which Shall Pertain To Legal Action, Causes Of Action, Or Litigation Including A Public Governmental Body And Any Confidential Or Privileged Communications Between A Governmental Body Or Its Representatives And Its Attorneys Pursuant To State Law, As Set Forth In Section 610.021 (1) RSMo, As Amended, 2020. This Meeting, Record, And Vote To Be Closed. Council Shall Adjourn At The End Of The Session.

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

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

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

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

ALLO Fiber Construction Update

June 2026

Live PONs

- PON 1-14
- PON 1-07
- PON 1-16
- PON 1-08

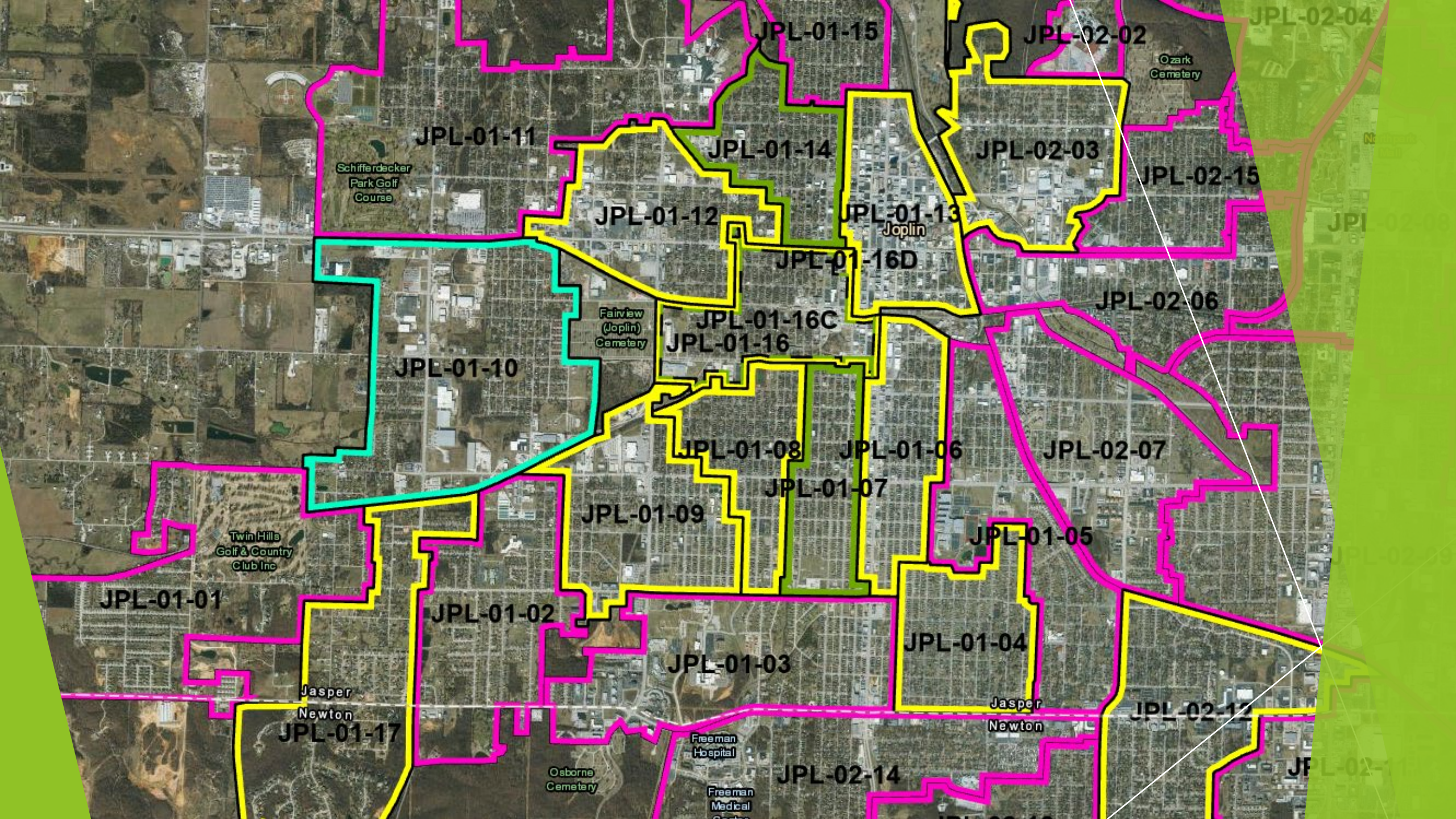
- Residents and business can sign up for service!

- More information - www.Allocommunications.com

PONs Under Construction:

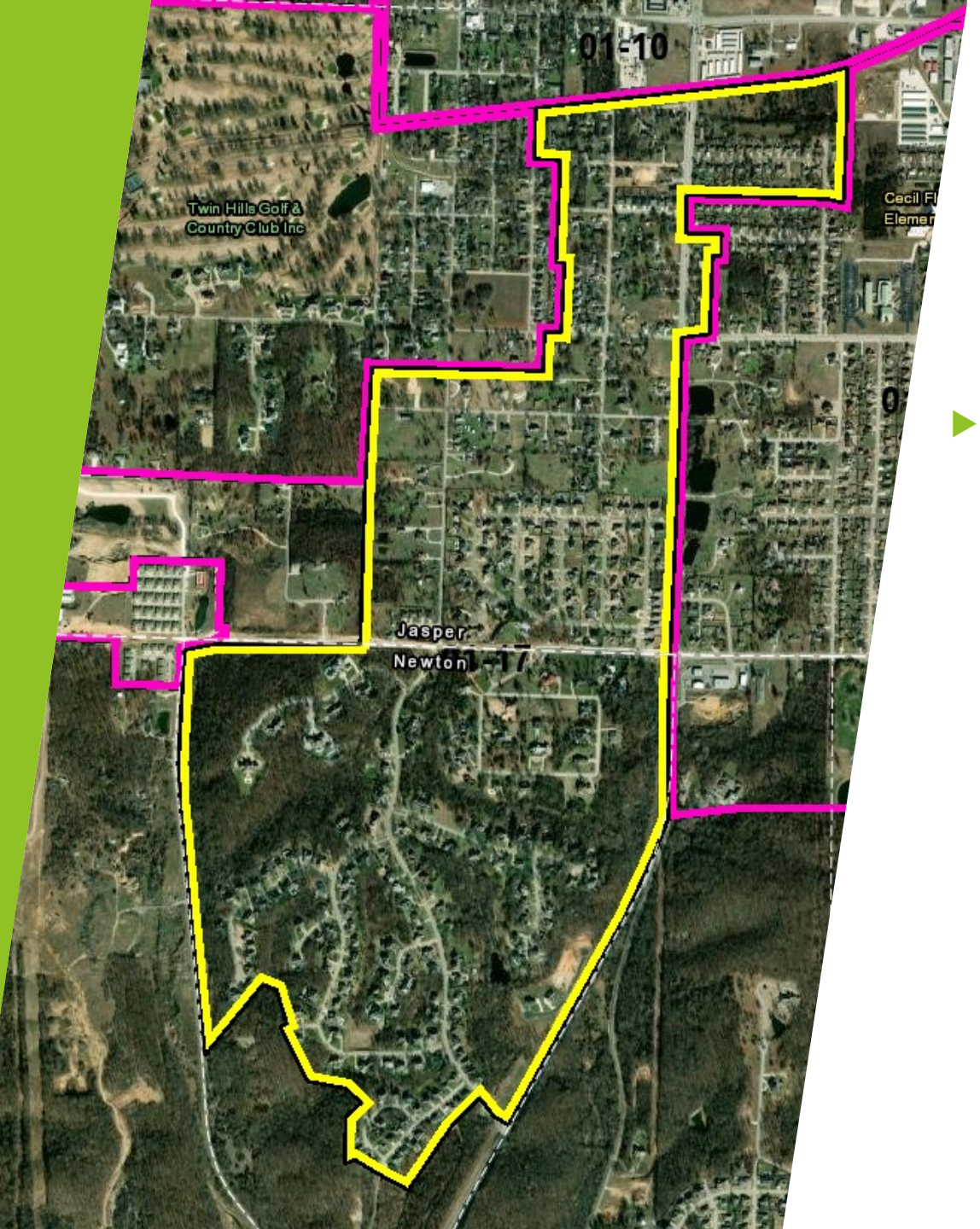
- PON 1-12
- PON 1-06
- PON 1-04
- PON 1-17
- PON 2-03
- PON 1-13
- PON 2-12

- More information - www.Allocommunications.com


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

Anchor Institutions:

- Direct dedicated buried fiber cable
- Locations like;
  - School
  - Hospitals
  - EMS
  - Police
  - Etc..
- Est. completions for all 40 sites is by end of June 2026



Micro Trenching PON 1-17

- About 8,000’ of micro trenching has been completed so far.


Ditch Witch


W8


74


Allo
FIBER





TAX OVERSIGHT COMMITTEE UPDATE

COJ Team | June 15, 2026

CITIZEN APPROVED SPECIAL TAXES

Committee oversees the revenues and expenditures of the special taxes as compared to the promises made to the voters

- How are the special tax dollars being spent?
- What projects have been completed?
- What's the progress towards the remaining projects?
- What do these revenues mean to the Community?

CITIZEN APPROVED SPECIAL TAXES

Committee Oversight: Quarterly Meetings

- ¼-Cent Parks and Stormwater Sales Tax
- 3/8-Cent Capital Improvement Sales Tax
- ½-Cent Public Safety Sales Tax
- ½-Cent Pension Sales Tax
- Use Tax Collections and Expenditures

1/4-CENT PARKS & STORMWATER SALES TAX PHASE II 2ND QUARTER FY 2026	PROJECT CODE	ORIGINAL PROJECTED COST	ACTUAL COST TO DATE	REVISED PROJECTED COST	COMPLETED PROJECTS (OVER) / UNDER ORIG. PROJ. COST	AMOUNT OF ALTERNATE FUNDS	ALTERNATE SOURCE OF FUNDING
PARKS PROJECTS:							
Annual Maintenance (10 Years)	TS0501	$ 1,447,600	$ 2,452,437	$ 2,452,437	$ (1,004,837)	$ -	
Softball Complex Amenities	TS0502	1,195,500	986,731	986,731	208,769	-	
Trail Amenities (Benches, Receptacles & Trail Markers)	TS0503	200,100	18,230	18,230	181,870	-	
Schifferdecker Park Improvements	TS0504	327,000	354,230	354,230	(27,230)	-	
Parr Hill Park Improvements	TS0505	70,000	30,805	30,805	39,195	-	
Skate Pods at Existing Parks	TS0506	240,000	314,694	314,694	(74,694)	-	
Athletic Complex Improvements	TS0507	77,000	48,254	48,254	28,746	-	
Cunningham Park Improvements	TS0508	150,000	83,231	83,231	66,769	-	Donations
Ewert Park Improvements	TS0509	50,000	39,407	39,407	10,593	-	
McClelland to Town Green via Tin Cup Trail	TS0510	1,098,250	1,279,015	1,279,015	(180,765)	347,857	Grant Funds
Campbell Parkway Improvements*	TS0511	60,000	-	-	60,000	-	Donations
Garvin Park Improvements	TS0512	13,000	7,637	7,637	5,363	-	
Leonard Park Improvements	TS0513	45,000	41,794	41,794	3,206	-	
McClelland Park Improvements	TS0514	63,500	41,017	41,017	22,483	-	
Humphrey Park Improvements	TS0515	57,000	41,845	41,845	15,155	-	
Overlay 6 Outdoor Basketball/7 Tennis Court Improvements	TS0516	227,500	162,243	162,243	65,257	-	
Landreth Park Improvements	TS0517	120,000	92,002	92,002	27,998	-	
Spiva Park Improvements	TS0518	50,000	23,276	23,276	26,724	-	
Wildcat Glades & Audubon Center Annual Support	TS0519	150,000	150,000	150,000	(0)	-	
Low Water Bridge to Grand Falls Trail	TS0520	1,300,000	264,095	1,300,000	-	-	
Aquatic Center - Option B	TS0521	5,800,000	5,768,803	5,768,803	31,197	-	
Off Leash Dog Park - Landreth West/Dover South	TS0522	51,500	13,388	13,388	38,112	-	
Joe Becker Turf Project	TS0523	-	461,528	461,528	(461,528)	124,363	Infrastructure Fund 305
Ewert Skate Park Lights	TS0524	-	53,178	53,178	(53,178)	-	
TOTAL PARKS PROJECTS		**$ 12,792,950**	**$ 12,727,839**	**$ 13,763,744**	**$ (970,794)**	**$ 472,220**	

Project Completed in Current Quarter

1/4-CENT PARKS & STORMWATER SALES TAX PHASE II 2ND QUARTER FY 2026	PROJECT CODE	ORIGINAL PROJECTED COST	ACTUAL COST TO DATE	REVISED PROJECTED COST	COMPLETED PROJECTS (OVER) / UNDER ORIG. PROJ. COST	AMOUNT OF ALTERNATE FUNDS	ALTERNATE SOURCE OF FUNDING
STORMWATER PROJECTS:							
Minor System Improvements ($96,185 Annual Expense)	TS0601	$ 961,850	$ 3,728,107	$ 3,728,107	$ (2,766,257)	$ 140,021	State Grant
Ditch & Detention Pond Mtce ($300,000 Annual Expense)	TS0602	3,000,000	2,541,043	2,541,043	$ 458,957	94,980	
Catch Basin & Closed System Mtce ($250,000 Annual Expense)	TS0603	2,500,000	1,677,267	1,677,267	$ 822,733	-	
Regional Detention, NE side of Murphy Blvd. & S. of 15th	TS0604	774,200	26,076	26,076	(53,804)	-	
Regional Det., NE side of Murphy Blvd. & S. of 15th - State Grant**	GSTA09	-	801,928	801,928	-	801,928	State Grant
Regional Detention, W. of Arizona & N. of 32nd	TS0605	2,652,000	1,180,087	1,180,087	200,971	-	
Regional Detention, W. of Arizona & N. of 32nd - State Grant**	GSTA03	-	1,270,942	1,270,942	-	1,270,942	State Grant
Storm Sewer Improvements, Illinois between 7th & 9th	TS0606	987,000	3,027,710	3,027,710	(2,040,710)	-	
Regional Detention, 15th & Massachusetts	TS0607	1,543,000	252,575	252,575	1,290,425	-	
Culvert Improvements, Lone Elm & Murphy Blvd.	TS0608	565,000	395,864	395,864	169,136	-	
Ditch & Culvert Improvements, Connecticut between 32nd & 35th	TS0609	656,000	741,599	741,599	(85,599)	-	
Ditch & Culvert Improvements, Connecticut between 35th & 37th	TS0610	518,000	583,302	583,302	(65,302)	-	
Channel Improvement, Canterbury Ditch 3rd to 7th	TS0611	1,163,000	697,127	697,127	465,873	-	
Ditch & Culvert Improvements, 4th & School Avenue	TS0612	739,000	1,540,806	1,540,806	(801,806)	-	
Ditch Improvements, Euclid & Odessa/Rolla	TS0613	525,000	486,988	486,988	38,012	-	
Ditch & Culvert Improvements, 10th & Peters Avenue	TS0614	556,000	968,998	968,998	(412,998)	36,578	
New Culvert System, Michigan between 30th & 27th	TS0615	621,000	-	-	(478,574)	-	
New Culvert System, Michigan between 30th & 27th - State Grant**	GSTA04	-	1,099,574	1,099,574	-	1,099,574	State Grant
Ditch Improvements, 2nd & Oliver/McCoy	TS0616	119,000	163,597	163,597	(44,597)	-	
New Culvert System, Hill between Division & Mineral	TS0617	269,000	473,312	473,312	(204,312)	-	
Curb Inlet Improvements, 4th & Tyler/Adele	TS0618	358,000	207,313	207,313	150,687	-	
Joplin Creek, East Drainage Basin	TS0619	2,300,000	-	-	2,300,000	-	
Joe Becker Stadium	TS0620	-	26,075	26,075	(26,075)	-	
Airport - Public Safety Training Center	TS0621	-	92,734	92,734	(92,734)	-	
TOTAL STORMWATER PROJECTS		**$ 20,807,050**	**$ 21,983,026**	**$ 21,983,026**	**$ (1,175,976)**	**$ 3,444,024**	

Project Completed in Current Quarter

1/4-CENT PARKS & STORMWATER SALES TAX PHASE III 2ND QUARTER FY 2026	PROJECT CODE	ORIGINAL PROJECTED COST	ACTUAL COST TO DATE	REVISED PROJECTED COST	COMPLETED PROJECTS (OVER) / UNDER ORIG. PROJ. COST	AMOUNT OF ALTERNATE FUNDS	ALTERNATE SOURCE OF FUNDING
PARKS PROJECTS:							
Ewert Park Splash Park w/Ice Ribbon	TS0701	$ 5,000,000	$ 2,195,525	$ 5,000,000	$ -	$ -	
Ewert Park Covered Bball Court	TS0702	550,000	-	550,000	-	-	
Ewert Park Amphitheater	TS0703	250,000	-	250,000	-	-	
Ewert Park Kiosk & Interpretive Signage	TS0704	29,375	-	29,375	-	-	
Annual Park Maintenance	TS0705	1,700,000	471,420	1,700,000	-	-	
Turf Replacement - Miracle, Redden, JBS	TS0706	800,000	-	800,000	-	-	
Overlay/Resurface Sports Courts	TS0707	400,000	77,050	400,000	-	-	
Park Beautification	TS0708	2,776,384	1,035,823	2,776,384	-	-	
Dover Outdoor Recreation	TS0709	1,750,000	7,031,314	7,031,314	(5,281,314)	5,281,314	
Athletic Complex Operations	TS0710	3,000,000	1,050,000	3,000,000	-		
Tin Cup Trail Phase II	TS0711	1,000,000	1,817,592	1,817,592	(817,592)	817,592	
Install Security Lighting	TS0712	1,510,000	662,505	1,510,000	-	-	
Playground Updates	TS0713	1,300,000	25,608	1,300,000	-	-	
Install Security Cameras	TS0714	300,000	7,900	300,000	-	-	
Convert Softball to Turf	TS0715	800,000	1,059,521	800,000	-	-	
Electrical at Mercy Park	TS0716	250,000	211,066	211,066	38,934	-	
Cunningham to Sand Vball	TS0717	90,000	89,169	90,000	-	-	
McIndoe Park Restroom	TS0718	150,000	-	150,000	-	-	
Dover to Landreth Connector	TS0719	750,000	38,327	750,000	-	-	
Wildcat Park Restroom	TS0720	150,000	-	150,000	-	-	
Landreth Main Street Underpass	TS0721	250,000	-	250,000	-	-	
Campbell Pkwy Improvements	TS0722	850,000	-	850,000	-	-	
Tin Cup Bridge	TS0723	1,600,000	1,284,195	1,600,000	-	1,600,000	
Parr Hill Grant	GFPOR1	484,230		484,230	-	484,230	
TOTAL PARKS PROJECTS		**$ 25,739,989**	**$ 17,057,013**	**$ 31,799,960**	**$ (6,059,971)**	**$ 8,183,136**	
Project Completed in Current Quarter							

In Progress:

Ewert Park Splash Park with Ice Ribbon



In Progress:

Ewert Park Splash Park with Ice Ribbon



In Progress:

Ewert Park Splash Park with Ice Ribbon



In Progress:

Ewert Park Splash Park with Ice Ribbon



In Progress:

Security Lighting



In Progress:

Security Lighting



In Progress:

Security Lighting



In Progress:

Security Lighting



In Progress:

Security Lighting



In Progress:

Security Lighting



Substantially Complete:

Cunningham to Sand Volleyball



Substantially Complete:

Cunningham to Sand Volleyball



Substantially Complete:

Turf Replacement - Redden



Substantially Complete:

Turf Replacement - Redden



In Progress:

Convert Softball to Turf



Substantially Complete:

Convert Softball to Turf



Substantially Complete:

Convert Softball to Turf



In Progress:

Tin Cup Bridge



In Progress:

Tin Cup Bridge



1/4-CENT PARKS & STORMWATER SALES TAX PHASE III 2ND QUARTER FY 2026	PROJECT CODE	ORIGINAL PROJECTED COST	ACTUAL COST TO DATE	REVISED PROJECTED COST	PROJECTS (OVER) / UNDER ORIG. PROJ. COST	AMOUNT OF ALTERNATE FUNDS	ALTERNATE SOURCE OF FUNDING
STORMWATER PROJECTS:							
Minor System Improvements	TS0801	$ 1,000,000	$ 448,877	$ 1,000,000	$ -	$ -	
Ditch & Dentention Pond Maintenance	TS0802	2,850,000	443,772	2,850,000	-	-	
Catch Basin & Closed System Maintenance	TS0803	2,350,000	388,613	2,350,000	-	-	
Automated Gate Arms at Murphy Low Water	TS0804	300,000	211,731	211,731	88,269	-	
Economic Development	TS0805	500,000	-	500,000	-	-	
Durham Acres	TS0806	2,451,500	-	2,451,500	-	-	
17th & Mina Ave	TS0807	2,334,500	-	2,334,500	-	-	
Old Willow Branch Phase I	TS0809	750,000	732,357	750,000	-	-	
1st & Joplin Avenue Phase I	TS0810	500,000	-	500,000	-	-	
Sunnyvale Improvements & I-4 Phase I	TS0811	3,178,500	589,175	3,178,500	-	-	
17th & Annie Baxter*	GFARS1	-	97,054	-	-	-	ARPA Grant
East Town*	GFARS2	-	1,644,000	-	-	-	ARPA Grant
9th & St. Louis*	GFARS3	-	890,093	-	-	-	ARPA Grant
12th & Wall*	GFARS4	-	1,090,423	-	-	-	ARPA Grant
Massachusetts & Murphy*	GFARS5	-	1,690,565	-	-	-	ARPA Grant
5th & Porter*	GFARS6	-	1,484,301	-	-	-	ARPA Grant
5th & Porter	TS0813	1,527,500	-	1,527,500	-	-	
Ten Pin Lane*	GFARS7	-	803,998	-	-	-	ARPA Grant
Texas Ave - 11th to 15th*	GFARS8	-	2,826,904	-	-	-	ARPA Grant
Texas Avenue - 11th to 15th	TS0808	1,451,000	-	1,451,000	-	-	
26th Street Twin Culverts*	GFARS9	-	522,208	-	-	-	ARPA Grant
26th Street Twin Culverts	TS0812	697,500	-	697,500	-	-	
TOTAL STORMWATER PROJECTS		**$ 19,890,500**	**$ 13,864,071**	**$ 19,802,231**	**$ 88,269**	**$ -**	

Project Completed in Current Quarter

In Progress:

ARPA Stormwater:
5th and Porter



Substantially Complete:

ARPA Stormwater:
5th and Porter



In Progress:

ARPA Stormwater: Massachusetts & Murphy



In Progress:

ARPA Stormwater: Massachusetts & Murphy



Substantially Complete:

ARPA Stormwater: Massachusetts & Murphy



Substantially Complete:

ARPA Stormwater: Massachusetts & Murphy



Substantially Complete:

ARPA Stormwater: Massachusetts & Murphy



In Progress:

ARPA Stormwater: Texas Avenue – 11th to 15th



Substantially Complete:

ARPA Stormwater: Texas Avenue – 11th to 15th



Substantially Complete:

ARPA Stormwater: Texas Avenue – 11th to 15th



Substantially Complete:

Stormwater: 26th Street Twin Culverts



Substantially Complete:

Stormwater: 26th Street Twin Culverts



In Progress:

ARPA Stormwater:
East Town



In Progress:

ARPA Stormwater:
East Town



In Progress:

ARPA Stormwater:
Ten Pin Lane



In Progress:

ARPA Stormwater:
Ten Pin Lane



3/8-CENT CAPITAL IMPROVEMENT SALES TAX PHASE I 2ND QUARTER FY 2026	PROJECT CODE	ORIGINAL PROJECTED COST	ACTUAL COST TO DATE	REVISED PROJECTED COST	COMPLETED PROJECTS (OVER)/UNDER ORIG. PROJ. COST	TRANSPORTATION SALES TAX	GRANT REVENUE	CAPITAL IMPROVEMENT SALES TAX	TOTAL OF ALL FUNDING SOURCES
CAPITAL IMPROVEMENT PROJECTS:									
City Overlay Program	TC0502	$ 5,375,000	$ 5,457,921	$ 5,457,921	$ (82,921)	$ -	$ -	$ 5,457,921	$ 5,457,921
32nd Street (Main to Jackson) & Jackson Realignment	TC0503	2,687,500	2,569,515	2,569,515	117,985	977,444	150,000	1,442,071	2,569,515
32nd Street & Main Intersection	TC0504	4,300,000	6,158,463	6,158,463	(1,858,463)	-	4,396,913	1,761,550	6,158,463
Connecticut Avenue from Murphy to 30th Street	IS0401	6,450,000	9,029,191	9,029,191	(2,579,191)	1,843,383	-	7,185,808	9,029,191
Maiden Lane from 20th to 30th	TC0505	2,150,000	624,322	624,322	1,525,678	-	-	624,322	624,322
Maiden Lane from 9th to 17th	TC0506	2,150,000	517,295	517,295	1,632,705	-	-	517,295	517,295
Maiden Lane - TIGER Grant*	TG0520	3,871,360	6,229,923	6,229,923	(2,358,563)	-	4,346,085	1,883,838	6,229,923
20th & Main Intersection	TC0507	1,505,000	406,501	406,501	1,098,499	-	-	406,501	406,501
Connecticut Viaduct at 26th Street	TC0508	4,300,000	5,364,810	5,364,810	(1,064,810)	2,263,910	694,057	2,406,843	5,364,810
Schifferdecker Avenue, 7th to 32nd Street	TC0509	2,687,500	348,606	348,606	2,338,894	-	-	348,606	348,606
Schifferdecker - TIGER Grant Portion	TG0519	1,558,148	2,370,992	2,370,992	(812,844)	-	1,558,148	812,844	2,370,992
Murphy Blvd. from North Main to 7th	TC0501	1,671,625	152,681	152,681	1,518,944	-	-	152,681	152,681
Zora & Main Interchange & Overpass	TC0510	15,050,000	5,062,143	5,062,143	9,987,857	1,915,263	-	3,146,880	5,062,143
26th Street, Maiden Lane to Schifferdecker	TC0511	1,881,250	365,762	365,762	1,515,488	-	-	365,762	365,762
26th Street - TIGER Grant Portion	TG0521	2,069,375	2,887,535	2,887,535	(818,160)	-	2,069,375	818,160	2,887,535
Zora from Range Line to Main	TC0512	2,150,000	3,065,206	3,065,206	(915,206)	-	-	3,065,206	3,065,206
Broadway/Buchanan Road from St. Louis to Florida	TC0513	1,290,000	1,086,041	1,086,041	203,959	-	-	1,086,041	1,086,041
West Bypass Corridor Study	TC0514	161,250	109,061	109,061	52,189	-	161,250	(52,189)	109,061
St. Louis from Broadway to Zora	TC0515	1,827,500	4,087,890	4,087,890	(2,260,390)	-	-	4,087,890	4,087,890
Existing Traffic Signal Upgrades	TC0516	2,150,000	2,243,299	2,243,299	(93,299)	-	-	2,243,299	2,243,299
CR 190, 32nd Street to Interstate 44	TC0517	2,150,000	1,429,147	1,429,147	720,853	-	1,000,000	429,147	1,429,147
Tristate Road, 1st Street to Perkins	TC0518	376,250	907,844	907,844	(531,594)	-	-	907,844	907,844
20th Street Overpass - TIGER Grant*	TG0522	3,261,716	8,138,481	8,138,481	(4,876,765)	-	3,770,200	4,368,281	8,138,481
20th Street Transit - TIGER Grant*	TG0524	468,192	622,732	622,732	(154,540)	-	256,192	366,540	622,732
TOTAL CAPITAL IMPROVEMENT PROJECTS		**$ 71,541,666**	**$69,235,361**	**$ 69,235,361**	**$ 2,306,305**	**$ 7,000,000**	**$ 18,402,220**	**$ 43,833,141**	**$ 69,235,361**

Project Complete in Current Quarter

3/8-CENT CAPITAL IMPROVEMENT SALES TAX PHASE II 2ND QUARTER FY 2026	PROJECT CODE	ORIGINAL PROJECTED COST	ACTUAL COST TO DATE	REVISED PROJECTED COST	COMPLETED PROJECTS (OVER)/UNDER ORIG. PROJ. COST	AMOUNT OF ALTERNATE FUNDS	ALTERNATE SOURCE OF FUNDING
CAPITAL IMPROVEMENT II PROJECTS:							
32nd Street - Schifferdecker to Country Club Road	TC0601	$ 5,939,000	$ 5,298,911	$ 5,298,911	$ 640,089	$ -	
32nd Street - Country Club to Central City Road	TC0602	6,220,000	7,607,602	7,607,602	(1,387,602)	-	
Neighborhood Transportation Improvements	TC0603	1,500,000	1,008,468	1,500,000	-	-	
Street Surface Repair	TC0604	2,500,000	2,570,588	2,570,588	-	-	
Intersection Improvements	TC0605	2,500,000	2,779,656	2,779,656	(279,656)	-	
Connecticut - 32nd to 44th	TC0606	8,085,000	4,763,815	4,763,815	3,321,185	-	
44th Street - Rangeline to Connecticut	TC0607	6,135,000	7,536,829	7,536,829	(1,401,829)	-	
Zora - Rangeline to MO 249	TC0608	3,308,000	4,008,604	8,840,000	-	4,000,000	
Connecticut - Overpass at I-44	TC0609	5,374,000	1,329,154	1,329,154	4,044,846	-	
6th Street & Virginia Parking Garage Modifications	TCO610	2,687,000	184,378	2,687,000	-	-	
20th Street - Schifferdecker to Country Club Road ROW	TC0611	720,000	391,937	720,000	-	-	
20th Street - Schifferdecker to Country Club Road	TC0612	5,112,000	9,043,749	9,043,749	-	4,000,000	
Jackson - Bridge Replacement at Shoal Creek	TC0613	973,000	596,253	596,253	376,747	-	
Schifferdecker - New Bridge at Turkey Creek	TC0614	600,000	3,042,614	3,042,614	(2,442,614)	2,442,614	
TOTAL CAPITAL IMPROVEMENT II PROJECTS		**$ 51,653,000**	**$50,162,556**	**$ 58,316,169**	**$ 2,871,167**	**$ 10,442,614**	
Project Complete in Current Quarter							

In Progress:

20th Street from Schifferdecker Avenue to Black Cat Road



In Progress:

20th Street from Schifferdecker Avenue to Black Cat Road



In Progress:

20th Street from Schifferdecker Avenue to Black Cat Road



In Progress:

20th Street and Black Cat Road Intersection



In Progress:

20th Street at Black Cat Road (looking East)



In Progress:

20th Street at Black Cat Road (looking West)



In Progress:

Zora Street: Phase II (at Duquesne Road - looking East)



In Progress:

Zora Street: Phase II (at Hwy 249-looking West)



3/8-CENT CAPITAL IMPROVEMENT SALES TAX PHASE III 2ND QUARTER FY 2026	PROJECT CODE	ORIGINAL PROJECTED COST	ACTUAL COST TO DATE	REVISED PROJECTED COST	COMPLETED PROJECTS (OVER)/UNDER ORIG. PROJ. COST	AMOUNT OF ALTERNATE FUNDS	ALTERNATE SOURCE OF FUNDING
CAPITAL IMPROVEMENT III PROJECTS:							
Street Surface Repair	TC0701	$ 10,000,000	$ 683,193	$ 10,000,000	$ -	$ -	
Intersection Improvements	TC0702	2,500,000	-	2,500,000	-	-	
ADA Citywide Sidewalks	TC0703	7,500,000	-	7,500,000	-	-	
Neighborhood Transportation Improvements	TC0704	1,000,000	-	1,000,000	-	-	
Pennsylvania Viaduct Removal	TC0705	4,800,000	188,975	4,800,000	-	-	
New Citywide Sidewalks	TC0706	1,500,000	87,572	1,500,000	-	-	
Bridge Maintenance	TC0707	1,500,000	-	1,500,000	-	-	
City Building Maintenance	TC0708	4,000,000	360,094	4,000,000	-	-	
Traffic Signal Updates	TC0709	2,500,000	283,698	2,500,000	-	-	
7th Street: City -owned Sidewalks	TC0710	2,000,000	2,142,735	2,142,735	-	-	
Newman Road: Turkey Creek Bridge Rehab	TC0711	4,950,000	840	4,950,000	-	-	
Economic Development/Water Supply	TC0712	2,500,000	-	2,500,000	-	-	
Willow Branch	TC0713	12,260,000	3,385,815	12,260,000	-	-	
I44 Culvert	TC0714	10,000,000	250,628	10,000,000	-	-	
St Louis: Campbell to Broadway	TC0715	9,720,000	-	9,720,000	-	-	
15th Street Murphy/Delaware Intersection	TC0716	2,800,000	-	2,800,000	-	-	
Davis Blvd: 32nd to 20th	TC0717	10,330,000	-	10,330,000	-	-	
20th Street: Schifferdecker to Central City	TC0718	3,000,000	-	3,000,000	-	-	
Maiden Lane at Perkins Ave to Murphy	TC0719	1,520,000	-	1,520,000	-	-	
7th Street & Illinois Intersection	TC0720	500,000	500,000	500,000	-	-	
TOTAL CAPITAL IMPROVEMENT II PROJECTS		**$ 94,880,000**	**$ 7,883,550**	**$ 95,022,735**	**$ -**	**$ -**	
Project Complete in Current Quarter							

Pre-Construction:

I-44 Culvert



Pre-Construction:

I-44 Culvert



Pre-Construction:

I-44 Culvert



1/2-CENT PUBLIC SAFETY SALES TAX 2ND QUARTER FY 2026 DESCRIPTION	PER PERSON		ORIGINAL PROJECTED COSTS	ANNUAL FY 2026 COSTS	PRIOR YEARS COSTS	GRAND TOTAL COSTS	SUMMARY/EXPLANATION
OPERATIONAL EXPENDITURES (ANNUAL):							
25 Additional Police Officers (5 Addtl/5 Shifts)	70,782	*	1,769,550	1,813,386	45,272,064	47,085,450	25 Police Officers hired
5 Detectives/Crime Analyst/Drug Interdiction	70,782	*	353,910	362,677	8,161,587	8,524,264	5 Police Officer/Detectives hired
15 Additional Firefighters for 1st Additional Station (4 Addtl/3 Shifts, plus 3 coverage)	48,379		725,685	917,016	21,335,851	22,252,867	15 Firefighters hired
3 Coverage Firefighters for Current Operations	48,379		145,137	183,403	5,269,292	5,452,696	3 Firefighters hired
Increase Station 3 Personnel to 4 Staff	48,379		145,137	183,403	5,269,292	5,452,696	3 Firefighters hired
12 Firefighters for 2nd Additional Station	48,379		580,548	733,613	4,782,933	5,516,547	12 Firefighters hired
Fire Training Captain	56,051		56,051	61,134	1,572,711	1,633,846	1 Fire Training Captain hired
Neighborhood Security Light Program			925,000	179,119	5,044,794	5,223,913	
Wireless Access for Public Safety			50,000	39,906	802,052	841,958	Monthly Recurring Charge
Police Substation			10,000	6,924	303,899	310,823	Substation to be repaid
Public Safety Training Center			-	171,992	2,816,770	2,988,762	
Sub-Total Operational Ongoing Costs			4,761,018	4,652,574	100,631,246	105,283,820	
CAPITAL EXPENDITURES (ONE-TIME):							
Mobile Data Computers			375,000		326,190	326,190	MDC's-58 for Police & 15 for Fire Installed
1st Additional Westside Station			1,325,000	-	2,194,100	2,194,100	Construction Complete
Engine for Westside Station			450,000	-	728,053	728,053	Engine Purchased
First Response Vehicle for Westside Station			200,000	-	303,443	303,443	Rescue Purchased
Brush Truck for Westside Station			50,000	-	32,376	32,376	Brush Truck Purchased
Joint Fire/Police Training Center			3,000,000	-	3,457,770	3,457,770	Phase I Complete
Ladder Truck Replacement for Station 1			1,000,000		858,209	858,209	Ladder Truck Obtained
Handheld Ticket Writers ($5,000 @ 46)			230,000		75,664	75,664	Software Based Ticket Writers
Public Safety AS/400 New Unit			100,000		127,476	127,476	Installation Complete
2nd Additional Eastside Station			1,325,000	-	5,368,348	5,368,348	Station Complete
Engine for Eastside Station			450,000	-	937,609	937,609	Engine in Service
Additional Joint Fire/Police Training Center Needs			2,000,000	-	5,978,958	5,978,958	Training Center Completed
Rebuild Fire Stations lost in tornado				-	1,085,962	1,085,962	Stations rebuilt
Purchase of Property				-	356,686	356,686	Property Purchase
Sub-Total One-Time Capital Costs			10,505,000	-	21,830,844	21,830,844	
Transfers Out				59,461	6,307,611	6,367,072	
GRAND TOTAL ACTUAL EXPENDITURES				**4,712,035**	**128,769,701**	**133,481,736**	
Completed Capital Items							

QUESTIONS?



JOPLIN MISSOURI

GRANT PROJECT STATUS UPDATE

COJ Team | June 15, 2026



1. Background and Overview
2. Summary of Grants Awarded
3. Detailed Grant Project Status Update
4. Pending Grant Update
5. Next Steps

BACKGROUND AND OVERVIEW



BACKGROUND:

1. As the result of the recovery effort from the pandemic and the Federal Grant Packages through SLFRF and IIJA, cities have had the opportunity to leverage local dollars to bring federal money to their communities to make transformational improvements

2. This initiative began in 2022 with Council's directive to bring these dollars to Joplin for the benefit of the community through improvements

BACKGROUND:

3. Grant acceptance means the City must (1) complete the projects, (2) as set forth in the applications, (3) following the specific grant guidelines and (4) within the grant period of performance.

4. Otherwise, the City risks future grant opportunities.

5. Because of grant project workload, as well as waiting for results of pending grant applications, this can cause the timeline of other planned projects to be shifted



BACKGROUND:

6. Most grant applications were for approved projects or projects that were set forth in master plans

7. These master plans were built through citizen input and have been an important factor in Joplin's successful grant awards

8. Joplin's past successful grant project performance and administration has been another important factor in the grants awarded



ARPA GUIDELINES SUMMARY:

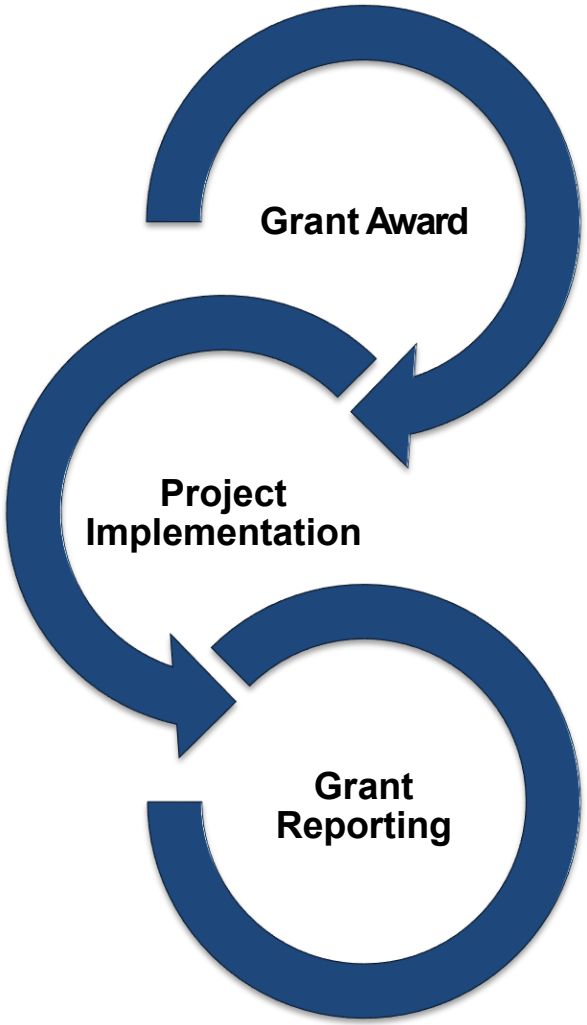
1. State, County and City ARPA awards must be ***obligated*** by 12/31/2024
2. Any City ARPA funds not obligated by this date are required to be returned to U.S. Treasury
3. Funds have been obligated, now the City is required to spend the funds as reported by 12/31/2026
4. City claimed $10 million revenue loss allowed under ARPA regulations
5. Remaining balance of $3,779,739 allocated to Broadband as set forth by ARPA regulations



ARPA GUIDELINES SUMMARY:

6. Funds obligated by the City through the State and County are required to be spent as set forth by either 6/30/2026, 9/30/2026 or 12/31/2026, depending upon the timelines set by the pass-through agency

GRANT PROJECT STATUS



- **Grant** awarded following successful application.
- **Complete** any requirements for final grant award.

- **Implement** and execute grant projects based on award requirements within the performance period.

- **Complete** required grant reports and submit grant reimbursement requests.



SUMMARY OF GRANTS AWARDED

SUMMARY OF GRANTS AWARDED

Grantor Agency	Grant	Project	Total Project Cost	Grant Amount Awarded	City Match Amount
HUD	Community Project Grant	Streetscape along Main Street from 8th to 15th Street	$6,000,000	$3,000,000	$3,000,000
State of MO ARPA	Justice Center Grant (Legislative Priority)	Justice Center Facility Improvements	$2,000,000	$1,000,000	$1,000,000
State of MO ARPA	Drinking Water Grant (Legislative Priority)	Zora Street Water Main Install; County Road 180 Water Main; 7th Street Water Main Install	$10,000,000	$5,000,000	$-0-
State of MO ARPA	Stormwater Infrastructure Grant	Nine Total Project Sites	$8,676,000	$5,000,000	$3,676,000
State of MO ARPA	Stormwater Infrastructure Grant	Nine Total Project Sites	$6,155,427	$3,625,546	$2,529,881
State of MO ARPA	Wastewater Infrastructure Grant	12th and Iowa Project	$5,266,782	$3,599,782	$1,667,000
County ARPA	Jasper County	20th Street Widening Project	$14,220,000	$4,500,000	$9,420,000
County ARPA	Jasper County	MOSWIN Interoperability Radios	$637,048	$637,048	$-0-
State of MO	Governor's Transportation Cost-Share (MODOT)	Zora St Widening and Improvement Project	$10,754,000	$4,000,000	$6,454,000

SUMMARY OF GRANTS AWARDED

Grantor Agency	Grant	Project	Total Project Cost	Grant Amount Awarded	City Match Amount
State of MO ARPA	Community Revitalization Grant	Neighborhood Improvement - Down Payment Assistance; Demolitions; and Home Rehabilitation & Repair	$7,000,000	$7,000,000	$-0-
State of MO ARPA	Emergency Medical Services Grant	Fire EMS Equipment	$41,894	$41,894	$-0-
State of MO ARPA	Fire Protection Grant Program	Fire 2nd Set of Turnout Gear	$54,594	$54,594	$-0-
State of MO ARPA	Peace Officer Grant Program	Police Body Cameras	$42,000	$42,000	$-0-
State of MO ARPA	Local Tourism Asset Development Grant	Dover Outdoor Recreation Area (DORA)	$6,774,507	$4,008,280	$2,766,227
State Dept of Health ARPA	State and Local Cybersecurity Grant	Cybersecurity Resilience	$123,497	$123,497	$-0-
EPA BIL	Recycling Education and Outreach Grant (REO)	Joplin Regional Recycling Outreach	$2,355,244	$1,740,000	$615,244
FTA BIL	Areas of Persistent Poverty (AoPP)	Implementation of a Sustainable Transit Program	$500,000	$400,000	$100,000

SUMMARY OF GRANTS AWARDED

Grantor Agency	Grant	Project	Total Project Cost	Grant Amount Awarded	City Match Amount
FAA BIL/AIP	Federal Aviation Administration BIL and AIP Grant	Air Traffic Control Tower – (1) Equipment Replacement (2) Lighting and Control Management System	$1,060,310	$1,050,295	$10,015
FAA BIL	Federal Aviation Administration BIL	Rehabilitate Taxiway E	$1,409,020	$1,338,569	$70,451
City ARPA	City ARPA Grant	Citywide Broadband	$5,000,000	$5,000,000	$-0-
City ARPA	City ARPA Grant	Tin Cup Trail Bridge Connector	$1,665,698	$750,000	$915,698
City ARPA	City ARPA Grant	MSSU Roy Blunt Health Science Innovation Center	$1,500,000	$1,500,000	$-0-
FHWA	Tap Grant	Grand Falls Trail	$1,396,005	$600,000	$796,005
National Park Service	Outdoor Recreation Legacy Partnership (ORLP)	Improvements at Parr Hill Park	$968,460	$484,230	$484,230
DNR BIL	Recreational Trails Program (RTP)	Trail Amenities across various City Parks	$245,350	$147,210	$98,140
HUD	Lead Hazard Reduction	Lead Remediation for Residential Homes	$3,500,000	$3,150,000	$350,000
	GRAND TOTAL		$97,345,836	$57,792,945	$33,952,891

SUMMARY OF CITY ARPA AWARD SPENDING PLAN

Project	Grant Amount Awarded	Amount Spent/Claimed to Date	Remaining Balance
Community Revitalization (State Grant Match Portion)	$3,500,000	$3,275,370.24	$224,629.76
Fire EMS Equipment (State Grant Match Portion)	$21,894	$21,894	-0-
Fire Equipment (State Grant Match Portion)	$34,594	$34,594	-0-
Police Equipment (State Grant Match Portion)	$22,000	$22,000	-0-
MSSU Health Science Innovation Center (State Grant Match Portion)	$1,500,000	$1,500,000	-0-
Dover Outdoor Recreation Area (DORA) (Grant Project Additional Amount)	$2,451,251	$2,451,251	-0-
Citywide Fiber Broadband Network	$5,000,000	$4,500,000	$500,000
20th Street Widening Project (Grant Project Additional Amount)	$500,000	$500,000	-0-
Tin Cup Trail Bridge Connector (Existing Project Additional Amount)	$750,000	$750,000	-0-
GRAND TOTAL	$13,779,739	$13,055,109.24	$724,629.76

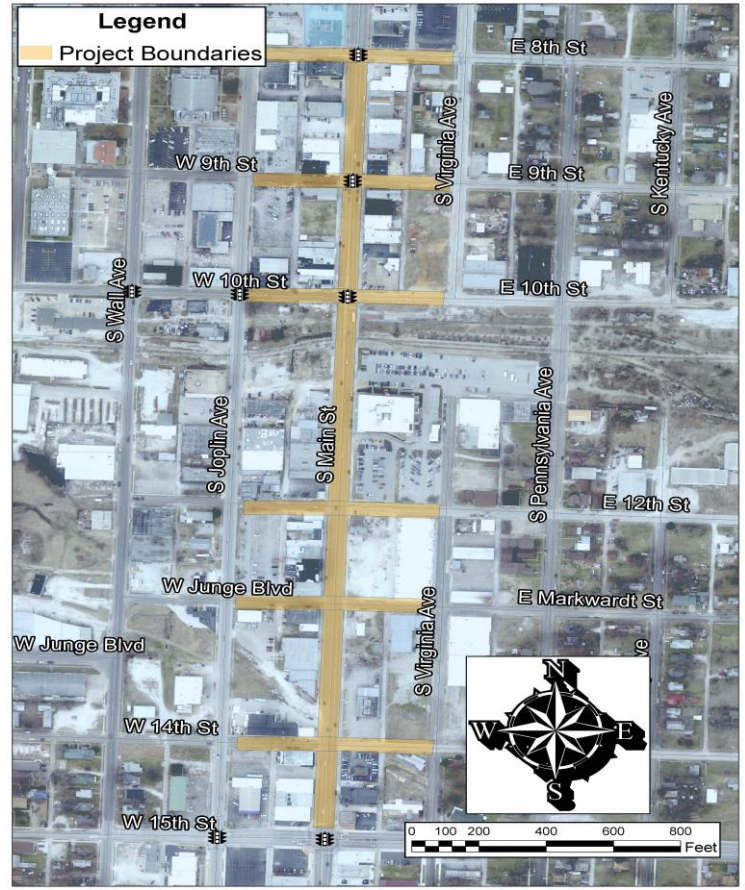


DETAILED GRANT PROJECT STATUS UPDATE

COMMUNITY PROJECT GRANT

Project Name	Streetscape along Main Street from 8th to 15th Street
Total Project Cost	$6,000,000
Grant Period of Performance	August 31, 2030
Anticipated Timeline	Anticipated Construction beginning Summer 2026 Estimated Completion Summer 2027
Project Description	Streetscape from 8th to 15th Street along Main Street, to include some side streets depending on bid prices and available funding. Beautification at 10th and Main Street is separately funded but is part of this overall project on a similar timeline.
Project Status Update	Design is complete. Public meeting has been held. Project has been bid with construction contract being presented to City Council soon. Construction should begin in the Summer of 2026. It is estimated the project will require one year for construction.

Main Street - Streetscaping
8th Street - 15th Street



City Match = Transportation Sales Tax	+	Grant Award	+	Other Funding Source	=	Total Project Cost
$3,000,000		$3,000,000		$0		$6,000,000

STORMWATER INFRASTRUCTURE GRANT

Project Name	Stormwater Infrastructure Grant
Total Project Cost	$14,831,427
Grant Period of Performance	Must be under contract by December 31, 2024; Project must be complete by August 31, 2026
Anticipated Timeline	Anticipated Construction beginning: Spring 2025 Estimated Completion: Summer 2026
Project Description	This project consists of the following nine stormwater projects: • 17th & Annie Baxter (Removed) • 9th & St Louis (Complete) • Massachusetts & Murphy Blvd (S Complete) • Ten Pin Lane (Cmp Mid-August) • 26th St Twin Culverts (Complete) East Town (Cmp Mid-July) 12th & Wall (Complete) 5th & Porter (Complete) Texas Avenue 11th to 15th (Nearly Complete)
Project Status Update	• Project is properly obligated. • Project has been expanded for additional work and beautification. • Construction is complete at 9th & St Louis, 5th & Porter, Mass & Murphy, 12th & Wall, and 26th St Twin Culverts. Texas Avenue is nearly complete. Ten Pin Lane and East Town are underway.





City Match = Parks/Stormwater Sales Tax	+	Grant Award	+	Other Funding -	=	Total Project Cost
$6,205,881		$8,625,546		$-0-		$14,831,427

20th STREET WIDENING PROJECT

Project Name	20th Street Widening Project
Total Project Cost	$14,220,000
Grant Period of Performance	Must be under contract by December 31, 2024; ARPA Funds must be complete by September 30, 2026
Anticipated Timeline	Construction began April 7, 2025 Estimated Completion September of 2026
Project Description	This project consists of designing the widening of 20th Street from Schifferdecker to State Line Road and construction of the widening of 20th Street from Schifferdecker to Central City Road. This widening will be designed as a complete street with a separated and designated pedestrian and bicycle path.
Project Status Update	• This project is properly obligated. • Contract has been awarded; Right-of-Way and Utility relocation underway. • Construction began April 7, 2025. Roundabout is complete. The estimated completion of the Eastern and Western portions and the Central City Roundabout is September 2026.

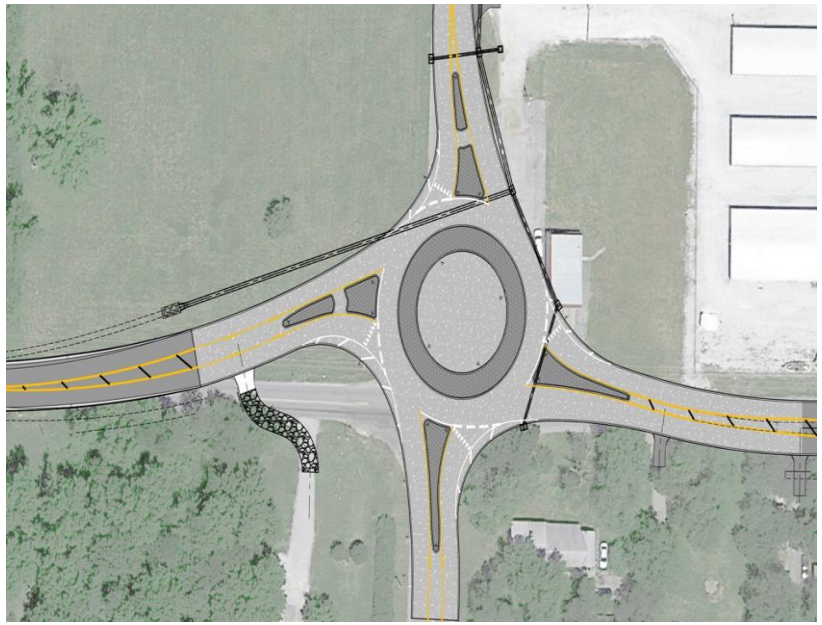




City Match = CIST Fund	+ Grant Award/Other Funding +	City ARPA Funding -	= Total Project Cost
$9,420,000	$4,300,000	$500,000	$14,220,000

ZORA STREET WIDENING AND IMPROVEMENT PROJECT

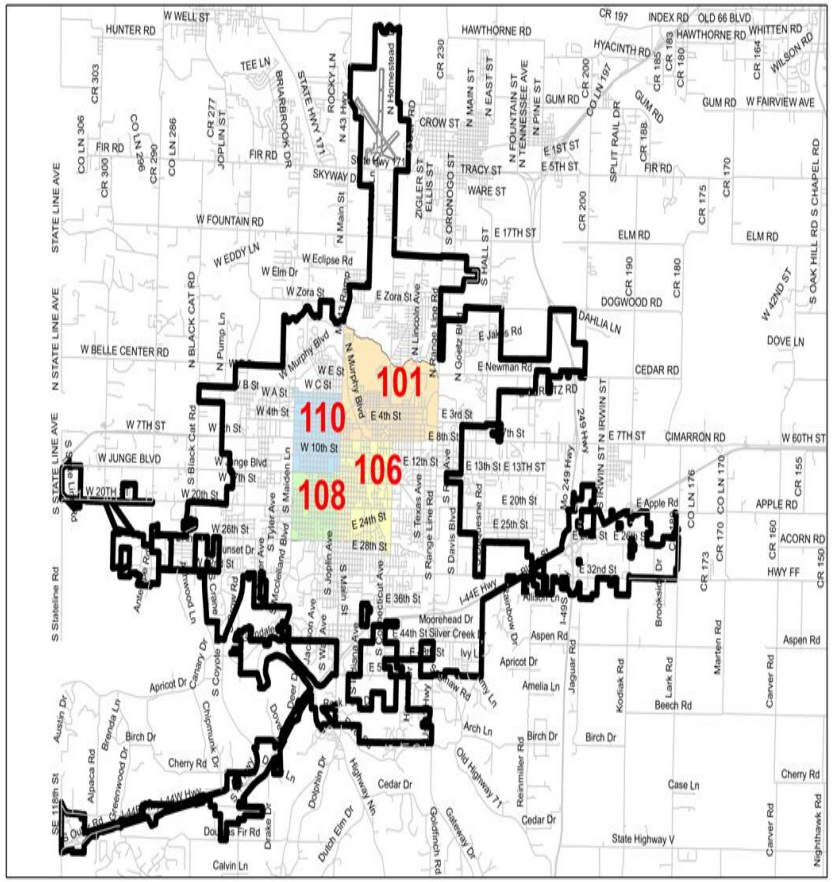
Project Name	Zora Street Widening and Improvement Project
Total Project Cost	$10,754,000
Grant Period of Performance	Governor's Grant receives extensions
Anticipated Timeline	Anticipated Construction beginning Fall 2024 Estimated Completion Winter 2027
Project Description	This project consists of improving Zora Street from Rangeline Road nearly to Highway 249. It is broken into three phases. The first phase is improving the intersection at Zora and Duquesne Roads. The second phase is improving Zora Street from Duquesne Road nearly to Highway 249. The third phase is improving Zora Street from just east of Rangeline Road to Duquesne Road.
Project Status Update	Phase three is about 95% designed with right-of-way acquisition in process. Phase one is complete. Phase two is under construction. The final phase is expected to be bid in the Summer/Fall 2026, with construction to begin as soon as Phase II finishes. The estimated completion for the entire project is December of 2027.



City Match = CIST Fund	+	Grant Award	+	City of WC Funding -	=	Total Project Cost
$6,454,000		$4,000,000		$300,000		$10,754,000

COMMUNITY REVITALIZATION GRANT

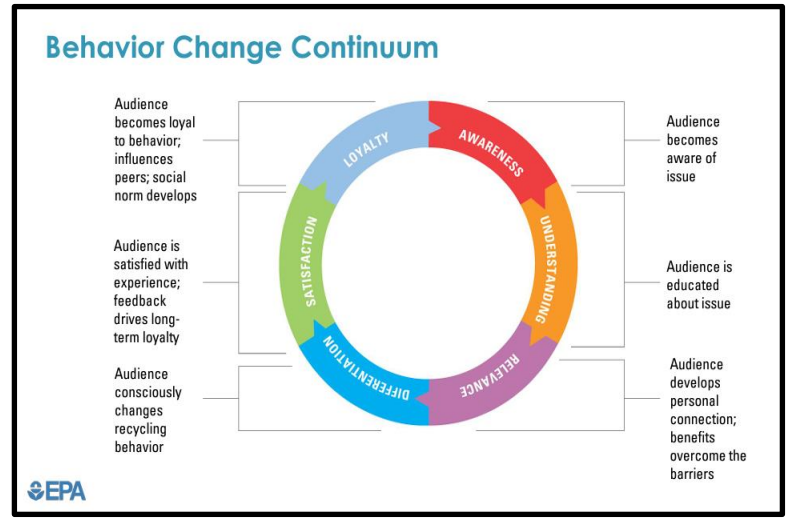
Project Name	Community Revitalization Grant
Total Project Cost	$7,000,000
Grant Period of Performance	Must be under contract by December 31, 2024; Project must be complete by June 30, 2026
Anticipated Timeline	Estimated Completion June 2026
Project Description	This project begins to address much of the neighborhood revitalization action plans through three programs: • Downpayment and closing cost assistance – No more than 20% of the purchase price not to exceed $40,000 per applicant, based on income guidelines for primary residence inside city limits of Joplin. 116 Homes. • Home Repairs and Rehabilitation – Maximum award is $25,000 per household for minor exterior repairs such as roof, siding, windows, HVAC, sidewalks, etc. within the 4 Qualified Census Tracts. 87 Homes to date. • Demolitions – Follow existing dangerous building process, within the 4 Qualified Census Tracts, no duplication of benefits. 53 Demolished, Former Freeman Building Demolished
Project Status Update	• Project is properly obligated. • Downpayment and closing cost assistance complete. Demolitions are underway. Home Repair and Rehabilitation Program is underway.



City Match = N/A		Grant Award		City ARPA Funding -	=	Total Project Cost
$-0-		$3,500,000		$3,500,000		$7,000,000

RECYCLING EDUCATION AND OUTREACH (REO) GRANT

Project Name	Recycling Education and Outreach (REO) Grant
Total Project Cost	$2,355,244
Grant Period of Performance	June 1, 2024 through May 31, 2027
Anticipated Timeline	Consultant work began November 2024 Estimated Completion May 2027
Project Description	This project will encourage the collection of recycled materials and (1) inform the public about community recycling programs; (2) provide information about the recycled materials that are accepted as part of a community recycling program that provides for the separate collection of residential solid waste from recycled material; and (3) increase collection rates and decrease contamination in community recycling programs.
Project Status Update	The City was assigned a project officer by the EPA for this grant. City staff completed the required paperwork to receive the final award. The final award was received with a grant start date of June 1. Consultant was hired and began work in November 2024. The grant will be completed in May of 2027. • Marketing is underway.





Courtesy Stock Photo

City Match = Solid Waste Fund	+	Grant Award	+	Other Funding -	=	Total Project Cost
$615,244		$1,740,000		$-0-		$2,355,244

AREAS OF PERSISTENT POVERTY (AOPP) GRANT

Project Name	Areas of Persistent Poverty (AOPP) Grant – Sustainable Structure Transit Study
Total Project Cost	$500,000
Grant Period of Performance	TBD
Anticipated Timeline	Consultant has been hired Estimated Completion Summer of 2026
Project Description	As a community priority, this project will commission a feasibility assessment that will evaluate local public transportation and recommend feasible options that promote more ridership in areas considered historically disadvantaged communities or designated as areas of persistent poverty. Specifically, the study will define methods of how the City of Joplin can financially support the expansion of its transit system to areas where there is a need for more affordable access to employment, public services, education, and healthcare facilities.
Project Status Update	The City completed the required paperwork to receive the final award. Consultant has been hired. It is anticipated the project will be complete by Summer of 2026. Final plan was presented to City Council in January of 2026. Phase II is underway and anticipated to be complete late Summer of 2026.



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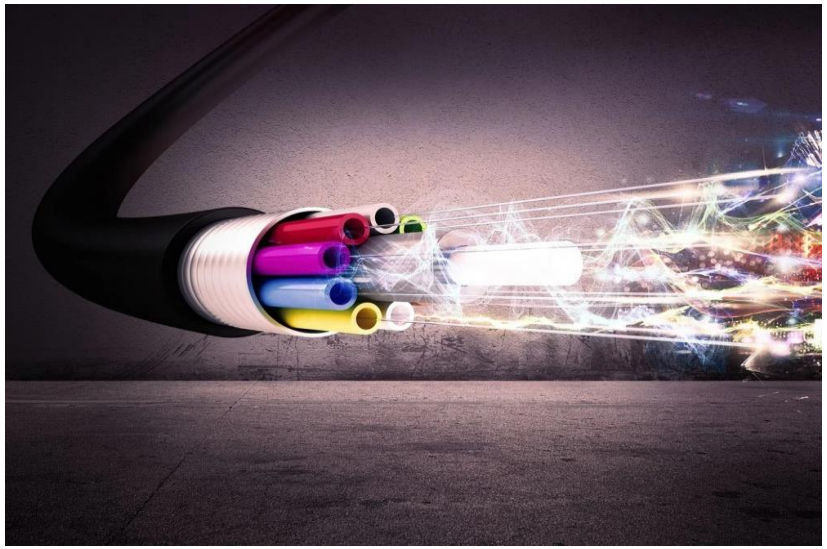
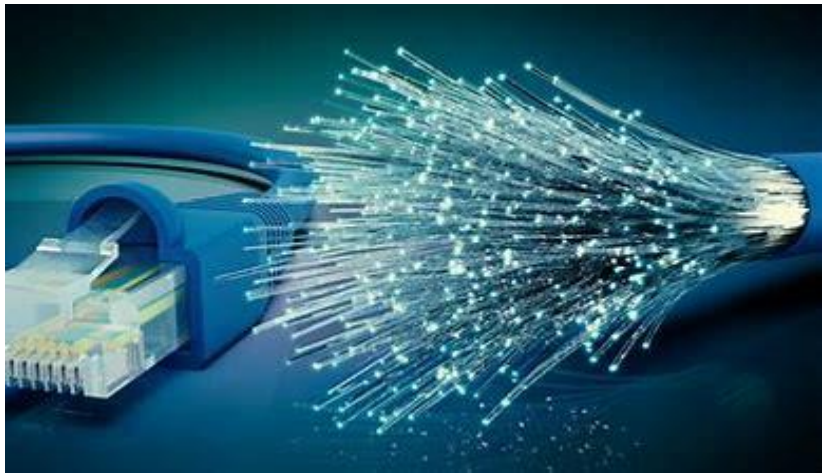
City Match = Transportation Sales Tax	+	Grant Award	+	Other Funding -	=	Total Project Cost
$100,000		$400,000		$-0-		$500,000

CITYWIDE BROADBAND PROJECT

Project Name	Citywide Broadband Fiber Project
Total Project Cost	$5,000,000
Grant Period of Performance	Must be under contract by December 31, 2024; Project must be complete by December 31, 2026
Anticipated Timeline	Anticipated Construction beginning Fall of 2024 Estimated Completion is Summer 2026.
Project Description	This project will bring access to fiber broadband access to the entire community.
Project Status Update	• Project is properly obligated. • Construction has begun. • Allo plans to complete construction of the ring and testing of the ring by Summer 2026.



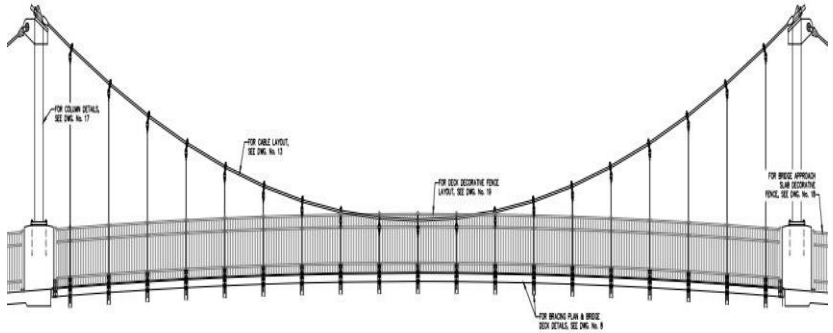


Courtesy Stock Photo

City Match = N/A	+	Grant Award	+	City ARPA Funding -	=	Total Project Cost
$-0-		$-0-		$5,000,000		$5,000,000

TIN CUP TRAIL BRIDGE CONNECTOR PROJECT

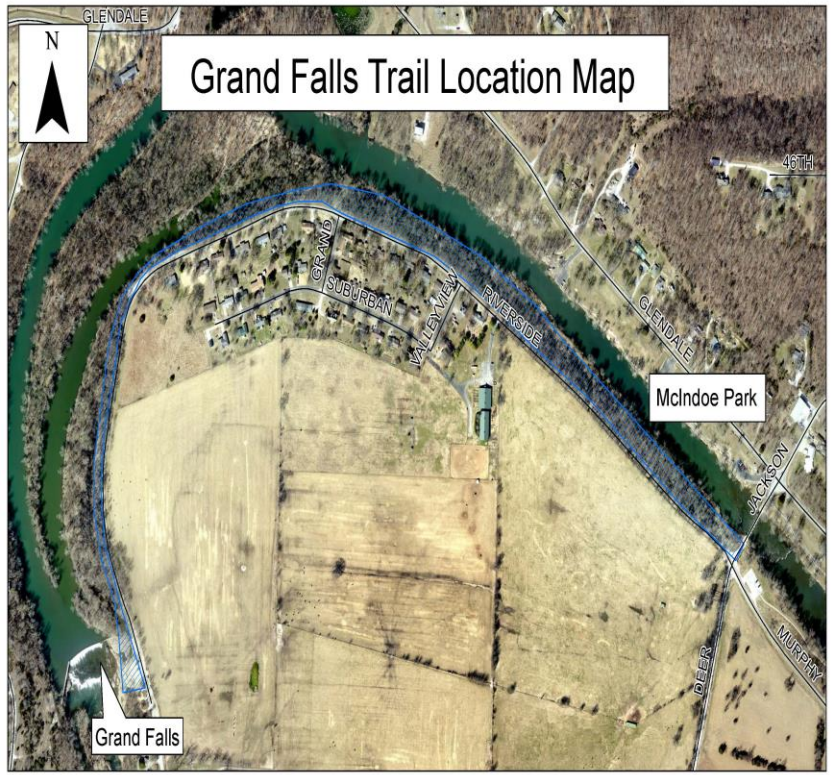
Project Name	Tin Cup Trail Bridge Connector Project
Total Project Cost	$1,665,698
Grant Period of Performance	Must be under contract by December 31, 2024; Project must be complete by December 31, 2026
Anticipated Timeline	Construction has begun. Estimated Completion Summer 2026
Project Description	This project will construct a bridge as a connector for the Tin Cup Trail in conjunction with construction of both phases of the Tin Cup Trail.
Project Status Update	• This project is properly obligated. • Contract has been awarded. • Construction has begun. The project is expected to be complete by Summer 2026.



City Match = Transportation Use Tax	+	Grant Award	+	City ARPA Funding -	=	Total Project Cost
$915,698		$-0-		$750,000		$1,665,698

GRAND FALLS TRAIL PROJECT

Project Name	Grand Falls Trail Project
Total Project Cost	$1,396,005
Grant Period of Performance	TBD
Anticipated Timeline	Trail is anticipated to be bid in June of 2026. Estimated Completion Winter of 2026.
Project Description	This project will construct a 1.2 mile hard-surfaced ADA hiking/walking/nature/biking trail along scenic Grand Falls. This project involves the construction of a new 12' wide paved, non-motorized trail.
Project Status Update	• Paperwork is underway with MoDot. • Trail Design is complete. Overlook design is complete. • It is anticipated trail construction will begin Summer of 2026. The trail is expected to be complete by the Winter of 2026.



City Match = Parks/Stormwater SalesTax	+	Grant Award	+	City ARPA Funding -	=	Total Project Cost
$796,005		$600,000		$-0-		$1,396,005

PARR HILL PARK IMPROVEMENTS PROJECT

Project Name	Parr Hill Park Improvements Project
Total Project Cost	$968,460
Grant Period of Performance	10/1/2025 through 10/31/2027
Anticipated Timeline	Project was fully awarded in October of 2025. Project is underway.
Project Description	This project will improve Parr Hill Park. Two new all-inclusive playgrounds with pour-in-play surfacing will be relocated and installed. Outdoor fitness equipment will be added along the trail throughout the park. Permanent outdoor games will be included. Additional sidewalks will be installed to ensure connective ADA accessibility. Finally, the basketball court will be overlaid and transitioned to a multi-sport court.
Project Status Update	• Project is underway with an anticipated completion date of Summer 2027.



City Match = Parks/Stormwater SalesTax	+	Grant Award	+	City ARPA Funding -	=	Total Project Cost
$484,230		$484,230		$-0-		$968,460

TRAIL AMENITIES PROJECT

Project Name	Trail Amenities Project
Total Project Cost	$245,350
Grant Period of Performance	11/1/2024 through 11/30/2027
Anticipated Timeline	It is anticipated this work will start in 2026.
Project Description	This project provides trail amenities across twelve (12) various park locations. Specifically, the project consists of the installation of eighty (80) 6-foot ADA compliant park benches, forty-eight (48) bicycle racks and eight (8) bicycle repair stations, as well as twenty-one (21) trail/park trailway signs along eighteen (18) miles of public trails. The parks include Cunningham Park, Mercy Park, Wildcat Park, McIndoe Park, Tin Cup Trail, Grand Falls Trail, Landreth Park, Parr Hill Park, Senator Ron Richard Memorial Park, Humphrey Park, Leonard Park, and Mohaska Park.
Project Status Update	• Required NEPA is underway. • Bid package development is complete awaiting final NEPA response.











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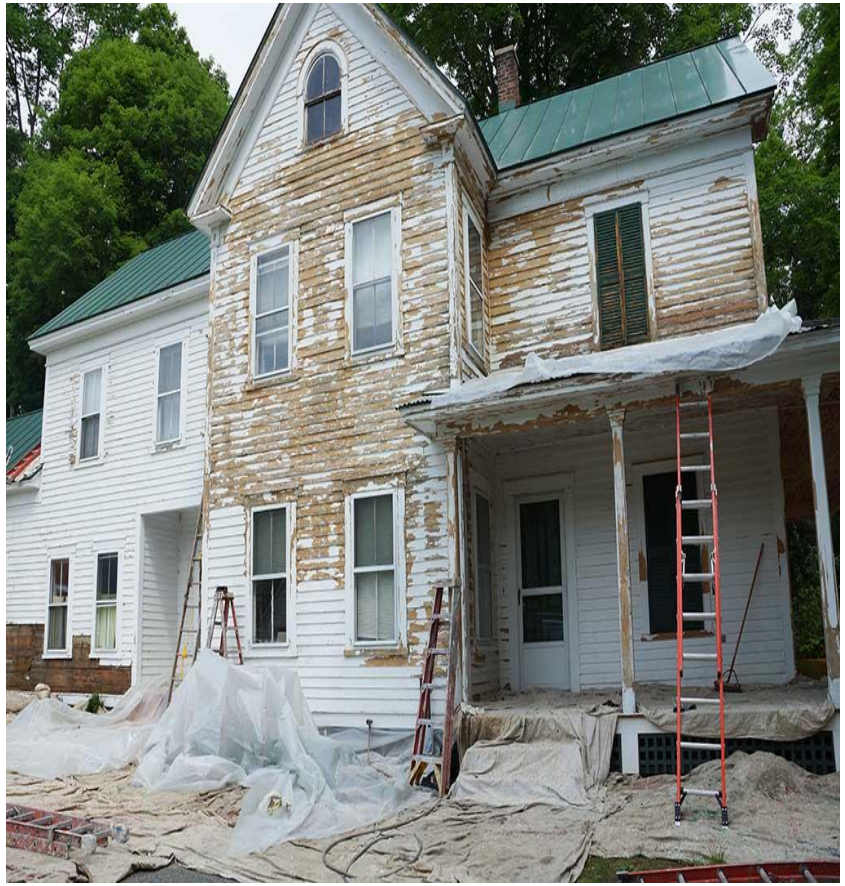
City Match = Parks/Stormwater SalesTax	+	Grant Award	+	City ARPA Funding -	=	Total Project Cost
$98,140		$147,210		$-0-		$245,350

LEAD HAZARD REMEDIATION FOR RESIDENTIAL HOMES PROJECT

Project Name	Lead Hazard Remediation for Residential Homes Project
Total Project Cost	$3,500,000
Grant Period of Performance	6/1/2025 through 6/1/2029
Anticipated Timeline	This project is anticipated to begin in 2026.
Project Description	This project will help prevent lead poisoning among very-low and low-income families with young children by removing lead-based paint hazards from their homes. It is anticipated the funding will help address 75-150 housing units across the City. Activities conducted under this grant can include: • Lead-based paint inspection and risk assessment • New windows, doors, siding, trim, exterior & interior painting, porch repair and home safety measures (if identified as a lead or healthy homes hazard) • Targeted Outreach, education and training
Project Status Update	• This project is anticipated to begin in 2026 and be complete ahead of the 6/1/2029 deadline.



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City Match = General Fund Use Tax	+	Grant Award	+	City ARPA Funding -	=	Total Project Cost
$350,000		$3,150,000		$-0-		$3,500,000



COMPLETE PROJECTS

JUSTICE CENTER GRANT

Project Name	Justice Center Facility Improvements
Total Project Cost	$2,000,000
Grant Period of Performance	Must be under contract by December 31, 2024; Project must be complete by June 30, 2026
Anticipated Timeline	**PROJECT IS COMPLETE!**
Project Description	This project consists of the following improvements and updates to the Justice Center: • Electrical Distribution Equip • Main Distr Switchboard • Motor Control Center • Domestic Water Distribution • Chilled Water Chillers Duct Work Cleaning Sub-Panel Replacement Basement Roof Restoration Window Replacement Sidewalk Replacement
Project Status Update	• Project has been expanded to utilize the full funding. • Project is properly obligated. • Project is complete!

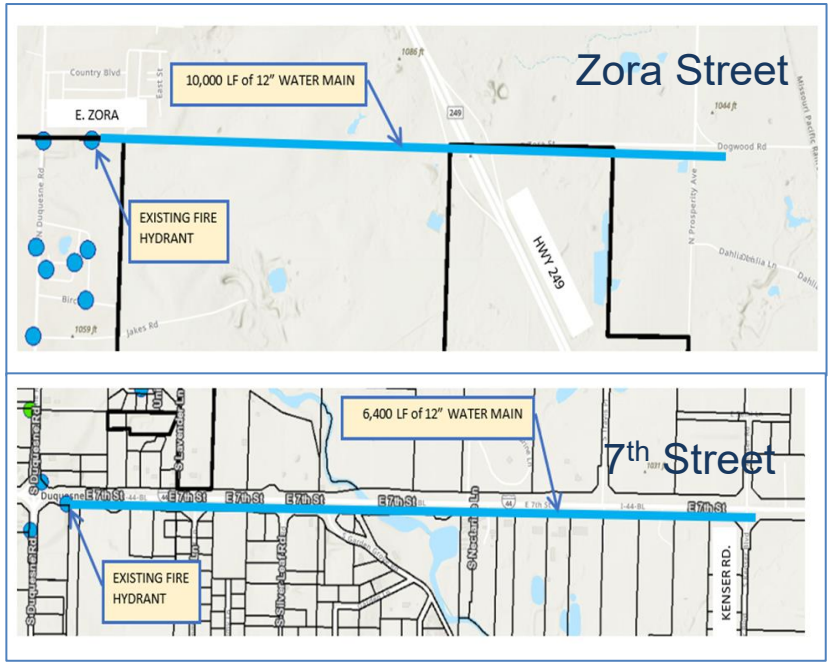


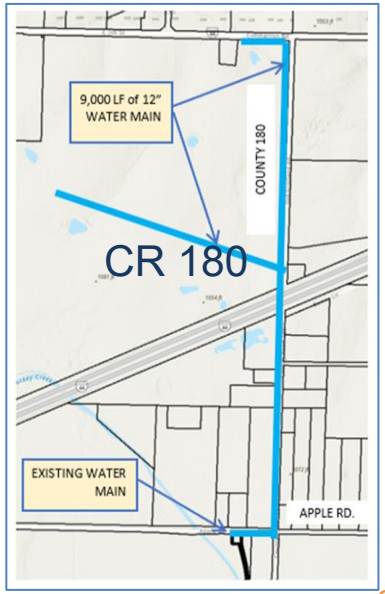


City Match = Public Safety Sales Tax	+	Grant Award	+	Other Funding Source	=	Total Project Cost
$1,000,000		$1,000,000		$0		$2,000,000

DRINKING WATER GRANT

Project Name	Drinking Water Main Extensions
Total Project Cost	$10,000,000
Grant Period of Performance	Must be under contract by December 31, 2024; Project must be complete by September 30, 2026
Anticipated Timeline	**Project is Complete!**
Project Description	This project consists of the following water line extensions: • Zora Street Water Main Installation – Install 10,000' of 12" water main along Zora Street from east of Duquesne Road to east of Highway 249 • County Road 180 Water Main Installation – Install 9,000' of 12" water main along County Road 180, north of Apple Road • 7th Street Water Main Installation – Install 6,400' of 12" water main along 7th Street from Duquesne Road to Kinser Road
Project Status Update	• Project is properly obligated. • Project is being expanded due to favorable bids. • Project is Complete!

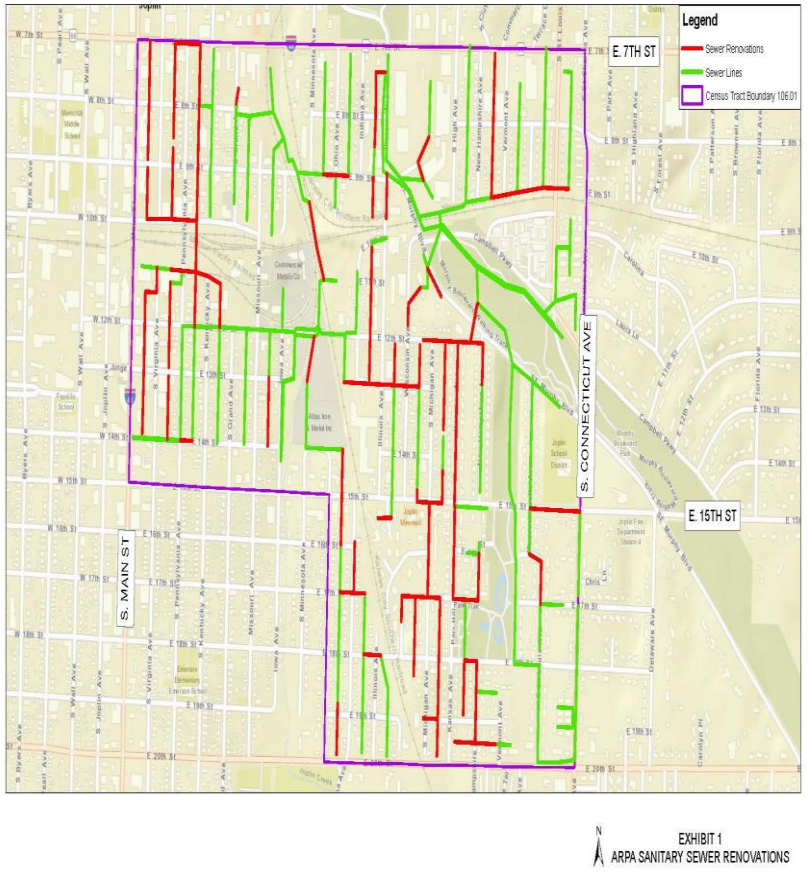




City Match =		Grant Award		MoAm Funding -	=	Total Project Cost
N/A	+		+			
$-0-		$5,000,000		$5,000,000		$10,000,000

WASTEWATER INFRASTRUCTURE GRANT

Project Name	Wastewater Infrastructure Grant
Total Project Cost	$5,266,782
Grant Period of Performance	Must be under contract by December 31, 2024; Project must be complete by August 31, 2026
Anticipated Timeline	**Project is Complete!**
Project Description	This project consists of sewer improvements in the 12th & Iowa area.
Project Status Update	• Project is properly obligated. • Construction is underway. • Project is Complete!



City Match = Sewer Fund	+	Grant Award	+	Other Funding -	=	Total Project Cost
$1,667,000		$3,599,782		$-0-		$5,266,782

MOSWIN INTEROPERABILITY RADIO PROJECT

Project Name	MOSWIN Interoperability Radio Project
Total Project Cost	$637,048
Grant Period of Performance	Must be under contract by December 31, 2024; Project must be complete by December 31, 2026
Anticipated Timeline	**Project is Complete!**
Project Description	This project provides the system that will allow the Police Department to communicate by radio to public safety agencies across the State of Missouri.
Project Status Update	This project is part of the JASCO MOSWIN conversion project. All Edge equipment has been received. Additional channel has been added at South Site. Subscriber equipment has been shipped. Required paperwork has been submitted to the State Radio System Administration. All equipment is installed and connected to MOSWIN. Project is complete!



Courtesy Stock Photo

City Match = N/A	+	Grant Award	+	Other Funding -	=	Total Project Cost
$-0-		$637,048		$-0-		$637,048

FIRE EMS EQUIPMENT

Project Name	Fire EMS Equipment Project
Total Project Cost	$41,894
Grant Period of Performance	Must be under contract by December 31, 2024; Project must be complete by June 30, 2026
Anticipated Timeline	**PROJECT IS COMPLETE!**
Project Description	This project is for EMS equipment and training equipment. Specifically, the following items: • Case Review Monitoring Software • Video Laryngoscope • Laryngoscope Blades Pediatric Trainer Adult Trainer EZ IO Supplies
Project Status Update	• Project is properly obligated. • The equipment has been purchased, received and is in service. • Project closeout is complete.



Courtesy Stock Photo

City Match = N/A	+	Grant Award	+	City ARPA Funding -	=	Total Project Cost
$-0-		$20,000		$21,894		$41,894

FIRE PROTECTION EQUIPMENT GRANT

Project Name	Fire Protection Equipment Grant
Total Project Cost	$54,594
Grant Period of Performance	Must be under contract by December 31, 2024; Project must be complete by June 30, 2026
Anticipated Timeline	**PROJECT IS COMPLETE!**
Project Description	This project is for the purchase of 21 sets of turnout gear to begin to provide our firefighters with a second set of turnout gear.
Project Status Update	• Project is properly obligated. • Twenty-One sets of turnout gear have been purchased and put in service. • Project closeout is complete.





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City Match = N/A	+	Grant Award	+	City ARPA Funding -	=	Total Project Cost
$-0-		$20,000		$34,594		$54,594

POLICE OFFICER EQUIPMENT GRANT

Project Name	Police Officer Equipment Grant
Total Project Cost	$42,000
Grant Period of Performance	Must be under contract by December 31, 2024; Project must be complete by June 30, 2026
Anticipated Timeline	**PROJECT IS COMPLETE!**
Project Description	This project is for the purchase of 20 body cameras for Sergeants and above to ensure all police personnel are properly equipped.
Project Status Update	• Project is properly obligated. • The equipment has been purchased, received and is in service. • Project closeout is complete.





Courtesy Stock Photo

City Match = N/A	+	Grant Award	+	City ARPA Funding -	=	Total Project Cost
$-0-		$20,000		$22,000		$42,000

LOCAL TOURISM ASSET DEVELOPMENT GRANT

Project Name	Local Tourism Asset Development Grant (Dover Outdoor Recreation Area - DORA) Momentum Bike Park
Total Project Cost	$6,774,507
Grant Period of Performance	Must be under contract by December 31, 2024; Project must be complete by June 30, 2026
Anticipated Timeline	**Project is Complete!**
Project Description	This project consists of constructing an outdoor bicycle recreation area, including bicycle trails, a pump track, a children's bicycle playground, a restroom, shelter and parking areas to be a regional tourism draw.
Project Status Update	• Project has been properly obligated. • Project is Complete!



Courtesy Stock Photo

City Match = Parks Stormwater Sales Tax Fund/CVB Fund	+	Grant Award	+	City ARPA Funding -	=	Total Project Cost
$2,766,227		$1,557,029		$2,451,251		$6,774,507

CYBERSECURITY GRANT

Project Name	Cybersecurity Grant
Total Project Cost	$123,497
Grant Period of Performance	July 31, 2025
Anticipated Timeline	**PROJECT IS COMPLETE!**
Project Description	This project enhances cybersecurity resilience. It includes the purchase of laptops for training purposes and for areas where certain employees lack access to a daily computer. It also includes domain MFA (multi-factor authentication) and a sandbox server to further enhance cybersecurity efforts. Finally, this grant will cover in-person training for city employees.
Project Status Update	• This project is underway. The laptops are purchased, configured and installed. The sandbox server is built, configured and in our environment. • Project is Complete!





Courtesy Stock Photo

City Match = N/A	+	Grant Award	+	Other Funding -	=	Total Project Cost
$-0-		$123,497		$-0-		$123,497

AIR TRAFFIC CONTROL TOWER PROJECT

Project Name	Air Traffic Control Tower Project
Total Project Cost	$1,060,310
Grant Period of Performance	August 2027
Anticipated Timeline	**PROJECT IS COMPLETE!**
Project Description	This project consists of two Air Traffic Control Tower Projects covered mostly by a BIL grant, with the remainder covered by the AIP grant. The first project is for equipment replacement at the ATCT to include tower radios, voice control system, ATIS weather equipment, etc. The second project is for an airport lighting and control management system to remotely control the airport lighting from the tower. This system will be much more reliable through fiber optic cable.
Project Status Update	This project is complete.



City Match = Airport Fund	+	Grant Award	+	Other Funding -	=	Total Project Cost
$10,015		$1,050,295		$-0-		$1,060,310

REHABILITATE TAXIWAY E PROJECT

Project Name	Rehabilitate Taxiway E Project
Total Project Cost	$1,409,020
Grant Period of Performance	August 2027
Anticipated Timeline	**Project is Complete!**
Project Description	This project consists of the rehabilitation of Taxiway E as part of the Runway 13/31 Rehabilitation Project.
Project Status Update	• Project is Complete!



City Match = Airport Fund	+	Grant Award	+	Other Funding -	=	Total Project Cost
$70,451		$1,338,569		$-0-		$1,409,020

MSSU ROY BLUNT HEALTH SCIENCE INNOVATION CENTER PROJECT

Project Name	MSSU Roy Blunt Health Science Innovation Center Project
Total Project Cost	$1,500,000
Grant Period of Performance	Must be under contract by December 31, 2024; Project must be complete by December 31, 2026
Anticipated Timeline	**Project is Complete!**
Project Description	This project will construct a new Health Science Innovation Center on the campus of MSSU.
Project Status Update	• Project is complete!



City Match = N/A	+	Grant Award	+	City ARPA Funding -	=	Total Project Cost
$-0-		$-0-		$1,500,000		$1,500,000



PENDING GRANT UPDATE

PENDING GRANTS – *Applied Waiting Results*

Grantor Agency	Grant	Project	Grant Amount Requested	Total Project Cost	Date Grant Submitted
DNR/Parks	Land & Water Conservation Grant (LWCF)	Dover Park to Landreth Park Trail Project	$500,000	$1,000,000	5/31/2026
	GRAND TOTAL		$500,000	$1,000,000	

GRANTS NOT AWARDED/TERMINATED

Grantor Agency	Grant	Project	Grant Amount Requested	Total Project Cost
EPA	Brownfields	Community-Wide Assessment of Brownfields Sites	$500,000	$500,000
CWPP	U.S. Fire Administration	Wildfire Management in Parks	$146,593	$162,822
NEA	National Endowment for the Arts	Downtown Public Arts Project	$100,000	$200,000
DOT	Bridge Investment Program	Lone Elm Road Bridge over Turkey Creek	$7,910,541	$9,888,176
EDA	Public Works and Economic Adjustment Assistance Program	Infrastructure (roads, stormwater, water) at Crossroads Industrial Park	$1,500,000	$3,053,518
EPA	Solid Waste Infrastructure for Recycling (SWIFR)	Relocate and Consolidate the Recycling Center and Brush Drop-Off to Lone Elm Site	$2,778,235	$3,899,423
	GRAND TOTAL		$12,935,369	$17,703,939

NEXT STEPS

Continue to Execute Grant Projects within Performance Period

Complete required Grant paperwork and Submit timely Reimbursement Requests

Present Periodic Public Project Status Updates

Questions?

Thank You!

JOPLIN CITY COUNCIL
JUNE 1, 2026
MEETING MINUTES

CALL TO ORDER
The June 1, 2026, regular meeting of the Joplin City Council was called to order at 6:00 p.m. by Mayor Rob O'Brian.

INVOCATION was read by City Clerk, Holly Nagy

PLEDGE OF ALLEGIANCE TO THE UNITED STATES OF AMERICA was led by Keenan Cortez.

ROLL CALL
Answering Roll Call were Council Members: Joshua Bard, Charles Copple, Keenan Cortez, Brian Cowles, Josh DeTar, Ryan Jackson, Eli Moran, Rob O'Brian and Mary Price. Also, in attendance were City Manager Nick Edwards and City Attorney Peter Edwards.

PRESENTATIONS

FINALIZATION OF CONSENT AGENDA
Mr. DeTar pulled Council Bill No. 2026-261 from the Consent Agenda. This item will be discussed under Second and Third Reading.

REPORTS AND COMMUNICATIONS
News from the Public Information Office
Cassie Faucett, Public Information Officer presented.

CITIZEN REQUESTS AND PETITIONS
The following residents addressed Council.

Maurice Filson

PUBLIC HEARINGS
PUBLIC HEARING FOR COUNCIL BILL NO. 2026-269
Mayor O'Brian opened the Public Hearing
Charles Corrasco, spoke in favor of this item.
No one spoke in opposition of this item.
The Public Hearing was closed.

COUNCIL BILL NO. 2026-269
Mr. Bard introduced Council Bill No. 2026-269- AN ORDINANCE providing to vacate a utility easement for property known as that part of vacated Harlem Ave, lying near property described as 1400 W 4th St, City of Joplin, Jasper County, Missouri. Motion by Mr. Bard, second by Mr. Cortez that Council Bill No. 2026-269 be placed on First Reading and passed. Voting in favor were Council Members: Bard, Copple, Cortez, Cowles, DeTar, Jackson, Moran, O'Brian and Price, 9.

CONSENT AGENDA

Motion by Mr. Bard, second by Mr. DeTar to approve the amended consent agenda. Voting in favor were Council Members: Bard, Copple, Cortez, Cowles, DeTar, Jackson, Moran, O'Brian and Price, 9.

Minutes of the May 18, 2026, Joplin City Council Meeting

COUNCIL BILL NO. 2026-128- AN ORDINANCE approving the execution of an Occupancy License Agreement between Missouri & Northern Arkansas Railroad Company Inc. (MNA) and the City of Joplin, as it pertains to construction of an underground sanitary sewer pipeline crossing related to the 7th Street Sanitary Sewer Relocation Project across railroad right-of-way; establishing certain obligations for the continuation of the occupancy, including payment of an annual fee of Nine Hundred Sixty and 00/100 Dollars ($960.00); and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and, setting a date when this Ordinance shall become effective.
Ordinance No. 2026-079.

COUNCIL BILL NO. 2026-612- AN ORDINANCE authorizing the City of Joplin to enter into an agreement with Weatherproofing Technologies Inc. for the Roof Restoration and Repairs of the Joplin History and Mineral Museum through the Omnia Partners Cooperative in the amount of One Hundred Twenty-One Thousand Three Hundred Forty-Eight Dollars and Forty Cents ($121,348.40) and authorizing the City Manager to execute the same by and on behalf of the City of Joplin; and, setting a date when this Ordinance shall become effective.
Ordinance No. 2026-080.

RESOLUTIONS

RESOLUTION NO. 2026-011

Mr. Bard introduced Resolution No. 2026-011 - A RESOLUTION to assign the Finance Committee with evaluating the impact of the State's Income Tax Elimination Proposal. Motion by Mr. Bard, second by Mr. DeTar, that Resolution No. 2026-011 be approved. Voting in favor were Council Members: Bard, Copple, Cortez, Cowles, DeTar, Jackson, Moran, O'Brian and Price, 9.

ORIDNANCES – EXPEDITED

COUNCIL BILL NO. 2026-008

Mr. Jackson introduced Council Bill No. 2026-008 - AN ORDINANCE exempting the City of Joplin from the provisions of section 311.2026, RSMo., relating to liquor licensees; and expediting the enactment of said ordinance. Motion by Mr. Jackson, second by Mr. DeTar, that Council Bill No. 2026-008 be passed on an expedited basis. Voting in favor were Council Members: Bard, Copple, Cortez, Cowles, DeTar, Jackson, Moran, O'Brian and Price, 9.
Ordinance No. 2026-081.

COUNCIL BILL NO. 2026-512

Mr. DeTar introduced Council Bill No. 2026-512 - AN ORDINANCE approving termination of the Redevelopment Agreement for the 1717 Market Place Tax Increment Financing Plan; and containing an expedited clause. Motion by Mr. DeTar, second by Mr. Cortez, that Council Bill No. 2026-512 be passed on an expedited basis. Voting in favor were Council Members: Bard, Copple, Cortez, Cowles, DeTar, Jackson, Moran, O'Brian and Price, 9. **Ordinance No. 2026-082**.

COUNCIL BILL NO. 2026-513

Mr. DeTar introduced Council Bill No. 2026-513- AN ORDINANCE dissolving the Special Allocation Fund for the 1717 Market Place Tax Increment Financing Plan and Redevelopment Projects and terminating the designation of the Redevelopment Area of the 1717 Market Place Tax Increment Financing Plan; and containing an expedited clause. Motion by Mr. DeTar, second by Mr. Cortez, that Council Bill No. 2026-513 be passed on an expedited basis. Voting in favor were Council Members: Bard, Copple, Cortez, Cowles, DeTar, Jackson, Moran, O'Brian and Price, 9. **Ordinance No. 2026-083**.

ORDINANCES – FIRST READING

COUNCIL BILL NO. 2026-007

Mr. Cortez introduced Council Bill No. 2026-007 - AN ORDINANCE repealing and replacing the Joplin City Code, Chapter 82 - Offenses and Miscellaneous Provisions, Article III - Offenses Against Public Peace; Division I. - Generally; and specifically, Section 82-74 - Harassment; and establishing a time for such ordinance to become effective. Motion by Mr. Cortez, second by Mr. DeTar, that Council Bill No. 2026-007 be passed on the first reading and advanced to second and third. Voting in favor were Council Members: Bard, Copple, Cortez, DeTar, Jackson, Moran, O'Brian and Price, 8. Nays: Cowles, 1. The Bill was read as Council Bill No. 2026-007.

COUNCIL BILL NO. 2026-124

Mr. DeTar introduced Council Bill No. 2026-124 - AN ORDINANCE authorizing the City of Joplin to enter into a Agreement with McClanahan Construction Company, Inc. for the 2026 Miscellaneous Wastewater Treatment Plant Improvements in the amount of Nine Hundred Forty-Eight Thousand and 00/100 Dollars ($948,000.00) and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and, setting a date when this Ordinance shall become effective. Motion by Mr. DeTar, second by Mr. Bard, that Council Bill No. 2026-124 be passed on the first reading and advanced to second and third. Voting in favor were Council Members: Bard, Copple, Cortez, Cowles, DeTar, Jackson, Moran, O'Brian and Price, 9. The Bill was read as Council Bill No. 2026-124.

COUNCIL BILL NO. 2026-125

Mr. Bard introduced Council Bill No. 2026-125 - AN ORDINANCE authorizing the City of Joplin to enter into an Agreement with Joplin Industrial Electric, Inc. for the 2026 Miscellaneous Wastewater Treatment Plant Electrical Upgrades in the amount of Nine Hundred One Thousand Fifty-Two and 00/100 Dollars ($901,052.00) and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and, setting a date when this Ordinance shall become effective. Motion by Mr. Bard, second by Mr. DeTar, that Council Bill No. 2026-125 be passed on the first reading and advanced to second and third. Voting in favor were Council Members: Bard, Copple, Cortez, Cowles, DeTar, Jackson, Moran, O'Brian and Price, 9. The Bill was read as Council Bill No. 2026-125.

COUNCIL BILL NO. 2026-514

Mr. Cortez introduced Council Bill No. 2026-514 - 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 Mr. Cortez, second by Mr. Bard, that Council Bill No. 2026-514 be passed on the first reading and advanced to second and third. Voting in favor were Council Members: Bard, Copple, Cortez, Cowles, DeTar, Jackson, Moran, O'Brian and Price, 9. The Bill was read as Council Bill No. 2026-514.

COUNCIL BILL NO. 2026-610

Mr. DeTar introduced Council Bill No. 2026-610 - AN ORDINANCE approving a consulting agreement with Place Foundry PLLC. in the not to exceed amount of Two Hundred Seventeen Thousand Five Hundred Dollars ($217,500.00) to provide for the evaluation, planning and implementation services for the commercial and residential development and re-development of applicable land and facilities on and surrounding Missouri Southern State University, the Northpark Mall, and generally the Newman Road, Duquesne, and North Range Line area, authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and, amending the Annual Budget of the City of Joplin for the Fiscal Year 2025-2026 as adopted by Ordinance 2025-143 on October 20, 2025; and, setting a date when this Ordinance shall become effective. Motion by Mr. DeTar, second by Mr. Bard, that Council Bill No. 2026-610 be passed on the first reading and advanced to second and third. Voting in favor were Council Members: Bard, Copple, Cortez, Cowles, DeTar, Jackson, Moran, O'Brian and Price, 9. The Bill was read as Council Bill No. 2026-610.

COUNCIL BILL NO. 2026-614

Mr. Copple introduced Council Bill No. 2026-614 - AN ORDINANCE to approve a revised Employee Promotion Policy from the Employee Handbook (Rules and Regulations) and setting a date when this Ordinance shall become effective. Motion by Mr. Copple, second by Ms. Price, that Council Bill No. 2026-614 be **TABLED.** Voting in favor were Council Members: Bard, Copple, Cortez, Cowles, DeTar, Jackson, Moran, O'Brian and Price, 9. The Bill was read as Council Bill No. 2026-614 and was **TABLED**.

SECOND AND THIRD READING

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. Bard that Council Bill No. 2026-261 move to second reading, advance to third and pass. Voting in favor were Council Members: Bard, Copple, Cortez, Cowles, DeTar, Jackson, Moran, O'Brian and Price, 9. **Ordinance No. 2026-084.**

COUNCIL BILL NO. 2026-611

Mr. Cortez introduced Council Bill No. 2026-611- AN ORDINANCE authorizing the City of Joplin to enter into an agreement with The Interlocal Purchasing System (TIPS) for the purchase of a 2019 Freightliner M2 4x4 Diesel Terex Hi-Ranger Aerial Device Bucket Truck through IEG Infrastructure Equipment Group for the not to exceed price of One Hundred Fifty-One Thousand Seven Hundred Seventy-Four Dollars and Fifty-Nine Cents ($151,774.59) and authorizing the City Manager to execute the same by and on behalf of the City of Joplin. Motion by Mr. Cortez, second by Mr. Jackson that Council Bill No. 2026-611 move to second reading, advance to third and pass. Voting in favor were Council Members: Bard, Cortez, Cowles, DeTar, Jackson, Moran, and O'Brian. 7. Nays: Copple and Price. 2. **Ordinance No. 2026-085.**

UNFINISHED BUSINESS

NEW BUSINESS

Chris Hammer and Cory Fisk addressed Council at this time.

The meeting was adjourned at 7:57 p.m.

Respectfully,

Holly Nagy
City Clerk

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2026-124 – Agreement with McClanahan Construction Company, Inc. for the 2026 Miscellaneous Wastewater Treatment Plant Improvements

MEETING DATE
June 1st, 2026

ORIGINATING DEPT
Public Works – Operations

ATTACHMENTS
CB2026-124 Ordinance, Agreement, Bid Summary

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

SUMMARY
This Council Bill will approve an Agreement with McClanahan Construction Company, Inc. for the 2026 Miscellaneous Wastewater Treatment Plant Improvements in the amount of Nine Hundred Forty-Eight Thousand and 00/100 Dollars ($948,000.00).

BACKGROUND
During the 2026 budget process, priority projects were identified at both Wastewater Treatment Plant to address infrastructure rehabilitation, replacement needs, and safety concerns in FY2026. This project includes rehabilitation of the lime silo, replacement of methane gas piping and valves, and painting of digester roofs at both the Turkey Creek and Shoal Creek Wastewater Treatment Plants. Council Bill CB2026-117 was approved by City Council for design, bidding, and construction services for this project. In accordance with the City of Joplin's procurement policies, a request for proposal for the 2026 Miscellaneous Wastewater Treatment Plant Improvements was advertised in the Joplin Globe on April 11th, 2026, and bids were received by the City on May 12th, 2026. A total of 4 bids were received, with McClanahan Construction Company, Inc. being the lowest responsive bidder. City Staff decided to award the Base Bid and Add Alternate #2 at this time. This is a summary of the total expenditure for this item:

ITEM DESCRIPTION	ANTICIPATED COST	FUNDING SOURCE	ESTIMATED TIMELINE
Design, Bidding & Construction Services	$ 88,000.00 (actual)	Sanitary Sewer	April 2026
Construction	$ 948,000.00 (actual)	Sanitary Sewer	August 2026
Grand Total	$ 1,036,000.00	Sanitary Sewer	

FUNDING SOURCE
The current cost of $948,000.00 is included in the 2019 Facilities Plan and the fiscal year 2026 Sanitary Sewer Budget.

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

COUNCIL BILL NO. 2026-124 **ORDINANCE NO.**

AN ORDINANCE authorizing the City of Joplin to enter into a Agreement with McClanahan Construction Company, Inc. for the 2026 Miscellaneous Wastewater Treatment Plant Improvements in the amount of Nine Hundred Forty-Eight Thousand and 00/100 Dollars ($948,000.00) and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and, setting a date when this Ordinance shall become effective.

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

Section 1. That the said agreement by and between the City of Joplin and McClanahan Construction Company, Inc. for the 2026 Miscellaneous Wastewater Treatment Plant Improvements in the amount of Nine Hundred Forty-Eight Thousand and 00/100 Dollars ($948,000.00) on behalf of the City of Joplin; a true and accurate copy of said agreement being attached hereto; be and the same is hereby approved.

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

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

Section 4. That this Council Bill shall have an effective date of June 16th, 2026.

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

_____, 2026 by a _____ vote.

_____

ATTEST: Brian "Rob" O'Brian, III, Mayor

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

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

_____
Leslie Haase, Director of Finance

AGREEMENT
BETWEEN
CITY OF JOPLIN AND (McClanahan Construction Co., Inc.)

CITY		CONTRACTOR	
CITY OF JOPLIN 602 S. MAIN STREET JOPLIN, MO 64801		Name: McClanahan Construction Co., Inc. Address: PO Box 439 ROGERSVILLE, MO 65742	
Attention: Mr. John Cruz – Sanitary Sewer Engineer		Attention: Pat McClanahan	
Department: Public Works		Phone: (417) 753-2750	Fax:
Phone: 417.624.0820 ext: 1584	Fax: 417.624.4620	Project: 2026 Miscellaneous WWTP Improvements	

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:

2026 Miscellaneous WWTP Improvements

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 365 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 $948,000.00 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 $ 500.00 per day for each and every calendar day that the contract remains uncompleted after the time allowed for completion, as liquidated damages, and not as a penalty, it being stipulated that actual damages to the City and the public arising from Contractor's failure to timely complete the work would be difficult, if not impossible, to ascertain. The amount assessed as liquidated damages may be withheld from any moneys otherwise due to Contractor from the City.

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

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

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

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

13. Liability and Indemnity.

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

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

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

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

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

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

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

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

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

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

a. This Contract
b. All Change Orders
c. Bid Plans and Specifications
d. City of Joplin Standard Specifications (Latest Revised Edition)
e. Special Conditions & Provisions
f. 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 Nine Hundred Forty-Eight Thousand and 00/100 DOLLARS ($948,000.00), said amount being subject to any approved addenda or change order.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CERTIFICATE OF DIRECTOR OF FINANCE

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

BID SUMMARY

PROJECT: 2026 Miscellaneous Wastewater Treatment Plant Improvements

DATE OF BID OPENING : May 12th, 2026, at 10:00 AM

CONTRACTOR	BASE BID	ADD ALTERNATES
McClanahan Construction Company, Inc.	**$808,000.00**	Add Alt 1 - $80,000.00 **Add Alt 2 - $140,000.00**
G&G Construction Company, Inc.	$878,000.00	Add Alt 1 - $45,000.00 Add Alt 2 - $138,700.00
Goins Enterprises Inc.	$933,073.00	Add Alt 1 - $79,179.00 Add Alt 2 - $127,344.00
Elements Construction Concepts, Inc.	$1,004,894.00	Add Alt 1 - $62,550.00 Add Alt 2 - $128,751.00
Engineer's Estimate	$900,000.00	

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2026-125 – Agreement with Joplin Industrial Electric, Inc. for the 2026 Miscellaneous Wastewater Treatment Plant Electrical Upgrades.

MEETING DATE
June 1st, 2026

ORIGINATING DEPT
Public Works – Operations

ATTACHMENTS
CB2026-125 Ordinance, Agreement, Bid Summary

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

SUMMARY
This Council Bill will approve an Agreement with Joplin Industrial Electric, Inc. for the 2026 Miscellaneous Wastewater Treatment Plant Electrical Upgrades in the amount of Nine Hundred One Thousand Fifty-Two and 00/100 Dollars ($901,052.00).

BACKGROUND
This project addresses infrastructure rehabilitation or replacement needs, along with safety concerns, for FY2026. Electrical improvements were grouped together and include replacement of motor control centers and automatic transfer switches, specifically (MCC-2) at the Shoal Creek Wastewater Treatment Plant; (MCC-1), (MCC-2), (MCC-3), and (MCC-4) at the Turkey Creek Wastewater Treatment Plant; and 16 automatic transfer switches at various lift stations. Council Bill CB2026-116 was approved by City Council for design, bidding, and construction services for this project. In accordance with the City of Joplin's procurement policies, a request for proposals for the 2026 Miscellaneous Wastewater Treatment Plant Electrical Upgrades was advertised in the Joplin Globe on April 11th, 2026, and bids were received by the City on May 12th, 2026. Only one (1) bid was received, and it was submitted by Joplin Industrial Electric, Inc. City staff decided to award the Base Bid at this time.

This is a summary of the total expenditure for this item:

ITEM DESCRIPTION	ANTICIPATED COST	FUNDING SOURCE	ESTIMATED TIMELINE
Design, Bidding & Construction Services	$ 98,000.00 (actual)	Sanitary Sewer	April 2026
Construction	$ 901,052.00 (actual)	Sanitary Sewer	August 2026
Grand Total	$ 999,052.00	Sanitary Sewer	

FUNDING SOURCE
The current cost of $901,052.00 is included in the 2019 Facilities Plan and the fiscal year 2026 Sanitary Sewer Budget.

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

COUNCIL BILL NO. 2026-125 **ORDINANCE NO.**

AN ORDINANCE authorizing the City of Joplin to enter into an Agreement with Joplin Industrial Electric, Inc. for the 2026 Miscellaneous Wastewater Treatment Plant Electrical Upgrades in the amount of Nine Hundred One Thousand Fifty-Two and 00/100 Dollars ($901,052.00) and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and, setting a date when this Ordinance shall become effective.

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

Section 1. That the said agreement by and between the City of Joplin and Joplin Industrial Electric, Inc. for the 2026 Miscellaneous Wastewater Treatment Plant Electrical Upgrades in the amount of Nine Hundred One Thousand Fifty-Two and 00/100 Dollars ($901,052.00) on behalf of the City of Joplin; a true and accurate copy of said agreement being attached hereto; be and the same is hereby approved.

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

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

Section 4. That this Council Bill shall have an effective date of June 16th , 2026.

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

_____, 2026 by a _____ vote.

_____

ATTEST: Brian "Rob" O'Brian, III, Mayor

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

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

_____
Leslie Haase, Director of Finance

AGREEMENT
BETWEEN
CITY OF JOPLIN AND (Joplin Industrial Electric Co., Inc.)

CITY		CONTRACTOR	
CITY OF JOPLIN 602 S. MAIN STREET JOPLIN, MO 64801		Name: Joplin Industrial Electric Co. Inc. Address: 2202 S. Prigmore Ave. JOPLIN MO, 64804	
Attention: Mr. John Cruz – Sanitary Sewer Engineer		Attention: Ryan Zengel	
Department: Public Works		Phone: (417) 623-3425	Fax:
Phone: 417.624.0820 ext: 1584	Fax: 417.624.4620	Project: 2026 Miscellaneous WWTP Electrical Upgrades	

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:

2026 Miscellaneous WWTP Electrical Upgrades

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 365 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 $901,052.00 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 $ 500.00 per day for each and every calendar day that the contract remains uncompleted after the time allowed for completion, as liquidated damages, and not as a penalty, it being stipulated that actual damages to the City and the public arising from Contractor's failure to timely complete the work would be difficult, if not impossible, to ascertain. The amount assessed as liquidated damages may be withheld from any moneys otherwise due to Contractor from the City.

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

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

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

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

13. Liability and Indemnity.

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

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

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

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

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

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

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

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

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

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

a. This Contract
b. All Change Orders
c. Bid Plans and Specifications
d. City of Joplin Standard Specifications (Latest Revised Edition)
e. Special Conditions & Provisions
f. 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 NINE HUNDRED ONE THOUSAND FIFTY-TWO AND 00/100 DOLLARS ($901,052.00), said amount being subject to any approved addenda or change order.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CERTIFICATE OF DIRECTOR OF FINANCE

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

BID SUMMARY

PROJECT: 2026 Miscellaneous Wastewater Treatment Plant Electrical Upgrades

DATE OF BID OPENING : May 12th, 2026, at 10:30 AM

CONTRACTOR	BASE BID	ADD ALTERNATES
Joplin Industrial Electric, Inc.	**$901,052.00**	Add Alt 1 - $243,571.00 Add Alt 2 - $191,767.00
Engineer's Estimate	$900,000.00	

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
2026-269 – Vacation

MEETING DATE:
June 1, 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 016-26: 1400 W 4th St – Easement Vacation – A request to vacate a utility easement – Superior Roofing and Construction, LLC

BACKGROUND:

Harlem Avenue between 7th Street and the alley was vacated by the City in 1974 (Ordinance No. 27240). The ordinance contained a savings clause for utilities. The applicant would like to construct a permanent structure within the easement, which is why they are requesting to vacate utility rights.
There are no utilities within the easement, and no new utilities are planned to be located within the easement.
The utility companies have responded to the request and have no interest in the referenced easement. Liberty utilities responded that they do have overhead power lines within the right-of-way on 4th Street, running parallel to the road. They have consented to the vacation and waived any objection so long as the new structure is 15 feet away from any overhead power lines. The required setback from the front property line per City requirements is 25 feet, so they will exceed Liberty's request.

PLANNING & ZONING COMMISSION TESTIMONY:
Carlos Carasco represented the case. The Commission asked where the de elopement would the place. Mr. Bellairs stated that the developer would develop the lot just West of the requested easement vacation.

PUBLIC COMMENT;
There was none.

RECOMMENDATIONS:
Staff recommends Approving Council Bill 2026-269
Planning & Zoning Commission recommends Approving Case 016-26 (4 in Favor, 0 Opposed, 3 Absent)

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

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

STAFF PLANNING REPORT
Vacation

CASE 016-26 A request to vacate a utility easement.

APPLICANT Superior Roofing and Construction, LLC

REPRESENTATIVE Carlos Carasco (Carasco Investments, LLC)

LOCATION 1400 W 4th St

EXISTING CONDITIONS

Easement Type(s)	Easement Size
Utility Easement	Approximately 60′X140′

REASON FOR VACATION

Harlem Avenue between 7th Street and the alley was vacated by the City in 1974 (Ordinance No. 27240). The ordinance contained a savings clause for utilities. The applicant would like to construct a permanent structure within the easement, which is why they are requesting to vacate utility rights.

UTILITIES CURRENTLY LOCATED IN THE EASEMENT?

There are no utilities within the easement.

UTILITIES PLANNED TO LOCATE IN THE EASEMENT?

No new utilities are planned to be located within the easement.

DISCUSSION

The utility companies have responded to the request and have no interest in the referenced easement. Liberty utilities responded that they do have overhead power lines within the right-of-way on 4th Street, running parallel to the road. They have consented to the vacation and waived any objection so long as the new structure is 15 feet away from any overhead power lines. The required setback from the front property line per City requirements is 25 feet, so they will exceed Liberty's request.

Staff recommends approving Case 016-26.

ENCLOSURES

- Application
- Map

CASE 016-26 1400 W. 4TH STREET – EASEMENT VACATION

Ms. Phillips asked if there were anyone in attendance who would like to speak in favor of the case.

Carlos Carasco, 1301 E. 7th Street, explained that the property is zoned R-2 and his company, Superior Roofing, wishes to build a duplex.

Ms. Phillips asked if there were any questions from the commission.

Ms. Harrington asked how long it took to obtain all the required signatures for the vacation.

Mr. Carasco indicated that it took roughly a month to obtain the signatures.

Ms. Warren asked if the duplex will be on the current easement or on the adjacent lots.

Mr. Bellairs stated that the duplex will be on the west half of the easement and the lot to the west of the easement.

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

MS. HARRINGTON MADE A MOTION TO APPROVE CASE 016-26. THIS MOTION WAS SECONDED BY MS. WARREN, MOTION CARRIED. (4 IN FAVOR, 0 IN OPPOSITION, 2 ABSENT).

Vacation of Streets or Easements Application

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

Office Use Only
Case No.: 016-26
Filing Fee: $625.00
Received: 3/11/26
Date Advertised:
Proj. No.: 26-020
Public Hearing Date: May 11

Applicant: Superior Roofing & Construction LLC Phone No.: (417) 388-5482

Address: 1301 E. Seventh St. Joplin Mo Email: superior roofing LLC@gmail.com

Owner: CarroSco Investments LLC Phone No.: (417) 388-5482

Address: 5146 County Rd. 290 Joplin MO 64801 Email: Carlosc84@ymail.com

Location of Street or Easement: 1400 west Fourth St. Joplin MO 64801

Type of Vacation: Street (Easement) Alley Plat

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

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

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

Yes	No	
☒	☐	Legal description of the street, alley, or utility easement to be vacated from a deed of record or certified survey. Digital copies are acceptable. Must be legible.
☒	☐	Survey or such other drawing acceptable to the Director of Planning,

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

☒ ☐ Affidavit(s) from each owner of land adjoining said area that is proposed to be vacated, who are not listed as an applicant, indicating their consent to the vacation.

☒ ☐ Completed Utility Comments forms from the following utility companies indicating their consent to vacate the easement. The following companies must be contacted, and their consent received, before the Public Hearing can take place.

Utility	Contact	Email	Phone
AT&T	Gene Lollis	IL0967@att.com	417-499-7819
MoAm Water*	Robert Divine	robert.divine@amwater.com	
MoAm Water*	Drew Daniels	drew.daniels@amwater.com	
Liberty Utilities (Power)	Alexander Smith	landadministration@liberty.com	417-609-8101
Republic Services (Trash)	Jerry Herron	jherron@republicservices.com	620-620-1117
Cable One/Sparklight	Keri Bledsoe	keri.bledsoe@sparklight.biz	
Allo Fiber	Brandon Warren	Brandon.warren@allofiber.com	
Allo Fiber	Chris Rowley	Chris.rowley@allofiber.com	402-430-2870
Spire Energy (Gas)**	Ken Stegall	ken.stegall@spireenergy.com	
Spire Energy (Gas)**	Mandy Butkovich	mandy.butkovich@spireenergy.com	816-472-3767
City Sanitary Sewer	John Cruz	jcruz@joplinmo.org	417-624-0820 x1584
City Stormwater	Steven Martinez	smartine@joplinmo.org	417-624-0820 x1520

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

Signature: _____ **Date:** 02.22.2026

Utility Comments: Vacation of Streets, Alleys, & Easements

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

Case Number: _____
Applicant: Carlos Carrasco
Phone: (417) 388-5482
Email: CarlosC84@ymail.com

Be it known that Carrasco Investments, *being owners of real estate abutting or withholding a street, alley, or easement, desires to petition the City of Joplin, Missouri, to pass an ordinance vacating:* Section 1: That all that part of Harlem Avenue from 4th Street South 140 feet to the north line of the alley South of 4th street in the City of Joplin, Missouri, be and the same is hereby vacated, conveyed, relinquished and shall revert to the owners of the abutting lots and land. A Please see exhibit-Section 1.

Located at: All of the EAST & WEST vacated Harlem Avenue between 4th Street & North of alley. 1400 West Fourth Street Joplin MO 64801

For the following purpose: New Construction of Duplex.

For Utility Use:

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

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

     _____

     _____

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

       _____

       _____

       _____

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

_____ _____
Authorized Representative Date

_____
Name of Utility

1st reading 9-3-74
2nd P3 - C 9-16-74

COUNCIL BILL NO. 2 7 6 7 4 ORDINANCE NO. 2 7 2 4 0

AN ORDINANCE providing for the vacation of Harlem Avenue from 4th Street south 140 feet to the north line of the alley south of 4th Street in the City of Joplin, Missouri.

BE IT ORDAINED by the Council of the City of Joplin, Missouri, as follows:

Section 1. That all that part of Harlem Avenue from 4th Street south 140 feet to the north line of the alley south of 4th Street in the City of Joplin, Missouri, be and the same is hereby vacated, conveyed, relinquished and shall revert to the owners of the abutting lots and land.

Section 2. That this vacation of the portion of the street and utility easements hereby vacated shall not affect or derogate from the existing rights-of-way or other easements of public utility companies now having installations in that portion of the street and easements hereby vacated. Said utility companies shall have the right to maintain, repair, and replace any such installations now on the vacated portion of said street and utility easements, and that the vacated portions of such said street and easements shall be subject to the rights of the City of Joplin for sewer construction and maintenance.

Passed by the Council of the City of Joplin, Missouri, this the 16th day of September, 1974.

Jena L. Beal
Mayor

Attest:
Daisy Royal
City Clerk

Approved as to form:
George C. Baldwin
City Attorney

EFFECTIVE TWENTY DAYS FROM DATE.

Ticket Check Status for MO Ticket 260540631

From: mo@occinc.com

To: carlosc84@ymail.com

Date: Tuesday, February 24, 2026 at 04:44 PM CST

Process future ROUTINE tickets through our easy-to-use online portal https://mo.itic.occinc.com where you can also add attachments, view utility statuses, process remarks and no responses, report a damage, and cancel tickets!

Email us at moitic@occinc.com for more information.

All utilities have responded to this request.

Excavation may begin, or continue, within the area described until 03/19/26 @ 11:59 PM CDT as long as markings remain visible.

Click the ticket number to view the entire ticket including an interactive map, view the list of utilities including current status, request a Remark, Cancel a ticket, file a No Response or an Incorrect Locate, report a Damage or add/view attachments.

ROUTINE:	260540631
Job #/Name:	1400 W 4TH ST
Type of Work:	INSTALL FOUNDATION, INSTALL WTR AND SEWER SERVICE
Address/Street:	1400 W 4TH ST, JOPLIN
Intersecting:	S MAIDEN LN
Location:	SITE IS LOCATED ON W 4TH ST IN BETWEEN S MAIDEN LN AND S PORTER AVE ON THE SOUTH SIDE OF THE ROAD WITHIN APPX 185 FT. IT IS ALSO LOCATED RIGHT NEXT TO 66 CYCLE. MARK THE ENTIRE PROPERTY UP TO AND INCLUDING THE ENTIRE WIDTH OF THE ALLEY IN THE REAR OF THE PROPERTY.

As of **02/24/26 @ 4:44 PM CST** the utilities have responded as follows:

Utility Name	Utility Type	Status

ALLO FIBER (ALLOJPL)	FO	Marked fiber marked in front of property STAND BY REQUIRED call Keith Schreiner @ 417-499-3636 before digging at this location
ATT DISTRIBUTION (ATT307)	FO,TEL,TV	Marked
EMPIRE DISTRICT ELECTRIC (EDE214)	E	Clear/No conflict
CITY OF JOPLIN (JOPLN01)	S,SS,TS	Marked
SPIRE MO WEST (KB)	G	Marked Taylor Helton: Hooked onto the 66 Cycle's service meter vai tracer wire and marked and toned service up to where it T's into the 4"PL main that runs East and West on W 4th St on the South side of the+
MISSOURI AMERICAN WATER CO (MOAMW04)	W	Marked
MCI (MT)	TEL	Clear/No conflict

Missouri Law requires the excavator to report any indication of an unmarked facility or conflicting status. Member utilities are not responsible for locating private utilities. It is the responsibility of the excavator to contact any other buried utility on the site directly.

Visit https://missouri-811.org/ for more information on digging safely and the Missouri dig law, follow us on Facebook at https://facebook.com/Missouri811 or email us at mo@occinc.com.

Thank you for using Missouri 811!

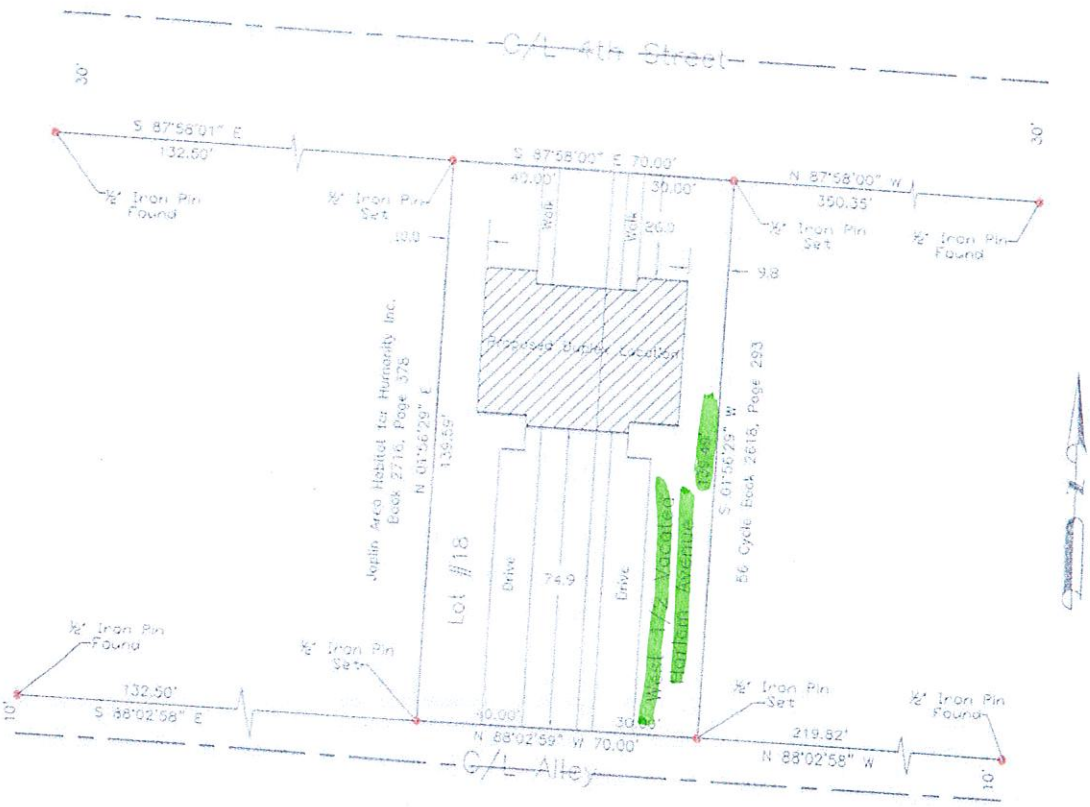
Confidentiality Notice: This e-mail message, including any attachments and/or links, contains confidential information intended for the person filing the request and the notified Missouri811 member utilities and is protected by law. Any unauthorized review, use, disclosure, or distribution is strictly prohibited. If you are not the intended recipient, please contact the sender by reply e-mail and destroy all copies of the original message.

0 30 60 90

SCALE: One inch equals 30 feet.

BASIS OF BEARINGS: The South line of 4th Street taken as S 87°58'00" E as per Missouri West NAD83
CLASS OF PROPERTY: (c) Urban.
SOURCE DEED: Carrasco Investments Book 2715, Page 407

NOTE: Mailbox will be placed on house



PROPERTY DESCRIPTION:
All of Lot Numbered Eighteen (18) in Continental Addition to the City of Joplin, Jasper County, Missouri, according to the recorded plat thereof, together with the West One-Half (W½) of the Vacated Harlem Avenue extending from Fourth Street South 140.00 Feet to the North line of Alley, if extended South of Fourth Street, in the City of Joplin, Jasper County, Missouri, being subject to all easements, right-of-ways, and reservations of record.

STATE OF MISSOURI
RODNEY C. NEECE
PLS-002691
PROFESSIONAL LAND SURVEYOR
12/09/2025

CERTIFICATE OF RECORDING:

This document, Number _____ Filed For record on _____ 20____ at _____ o'clock ___M recorded _____, 20____ in Book _____ at Page _____ For Bill of Assurance, see Deed Record Book _____ Page _____

_____ Recorder of Deeds Date:

SURVEYOR'S CERTIFICATE:
I Rodney C. Neece a Registered Land Surveyor of Joplin, Jasper County, Missouri, Do hereby certify that the Field notes and attached plat are true and accurate description of the work performed and measurements taken survey made in accordance with the Missouri Standards For Property Boundary Surveys of the Department of Agriculture, Division of Weights & Measures and Consumer Protection, and is not a warranty of title either expressed or implied, This declaration is made to the original owner and/or purchaser of the survey as of the date indicated in the title block, It is not transferable to additional institutions or subsequent owners and may not be used in connection with a survey "Survey Affidavit" or similar document, statement, or mechanism to obtain title insurance For any subsequent or future grantees, Furthermore, this survey is not valid without the original signature and embossed seal.

Stewart & Neece Land Surveying Company
Since 1970 - Joplin, Mo.

STEWART AND NEECE LAND SURVEYING, INC.
1201 East 15th Street, Joplin, Missouri 64801
Phone: 417-624-0311 Fax: 417-624-0365

SURVEY FOR: Carrasco Investments		
DRAWN: Allgood	DATE: 12-9-25	ADDRESS: 1402 W 4th Street Joplin, Mo.
APPROVED: SH/DE	S/T/R: 3-27-33	
SCALE: 1"=30'	FILE NAME: L18CA	Cert of Authority LSC-2019012803

STATE OF Missouri)
) ss.
COUNTY OF Jasper)

OWNERSHIP AFFIDAVIT AND CONSENT TO VACATION

Comes now Bryan Chollet (Property Owner) who, being duly sworn upon his/her oath, does state that he/she is the owner of the property described as That all that part of Harlem Avenue from 4th Street South 140 feet to the North line of the alley South of Fourth Street in the City of Joplin, Missouri, be and the same is hereby vacated, conveyed, relinquished and shall revert to the owners of the abutting lots and land. (legal description) more commonly known as 1324 W 4th Street. I, Bryan Chollet (Property Owner) hereby give consent for the vacation of the easement (type of easement/ROW) that runs through or abuts my property and is the subject of Planning & Zoning Case Number _____.

Date: 3-5-2026

Signature of Owner(s)

Bryan Chollet
Printed Name(s)

In witness whereof I have hereunto subscribed my name and affixed my official seal this 5th day of March, 2026.

Olivia Thouvenell
Notary

My commission expires: 7/24/28

OLIVIA THOUVENELL
Notary Public - Notary Seal
STATE OF MISSOURI
Newton County
My Commission Expires July 24, 2028
Commission #12371611

1st reading 9-3-74
2nd reading 9-16-74

COUNCIL BILL NO. 2 7 6 7 4 ORDINANCE NO. 2 7 2 4 0

AN ORDINANCE providing for the vacation of Harlem Avenue from 4th Street south 140 feet to the north line of the alley south of 4th Street in the City of Joplin, Missouri.

BE IT ORDAINED by the Council of the City of Joplin, Missouri, as follows:

Section 1. That all that part of Harlem Avenue from 4th Street south 140 feet to the north line of the alley south of 4th Street in the City of Joplin, Missouri, be and the same is hereby vacated, conveyed, relinquished and shall revert to the owners of the abutting lots and land.

Section 2. That this vacation of the portion of the street and utility easements hereby vacated shall not affect or derogate from the existing rights-of-way or other easements of public utility companies now having installations in that portion of the street and easements hereby vacated. Said utility companies shall have the right to maintain, repair, and replace any such installations now on the vacated portion of said street and utility easements, and that the vacated portions of such said street and easements shall be subject to the rights of the City of Joplin for sewer construction and maintenance.

Passed by the Council of the City of Joplin, Missouri, this the 16th day of September, 1974.

Lena G. Beal
Mayor

Attest:
Lacy Royal
City Clerk

Approved as to form:
City Attorney

EFFECTIVE TWENTY DAYS FROM DATE.

Bellairs, Tyler

image.png



Utility Comments: Vacation of Streets, Alleys, & Easements

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

Case Number: _____
Applicant: Carlos Carrasco
Phone: (417) 388-5482
Email: Carlosc84@ymail.com

Be it known that Carrasco Investments, *being owners of real estate abutting or withholding a street, alley, or easement, desires to petition the City of Joplin, Missouri, to pass an ordinance vacating:* Section 1: That all that part of Harlem Avenue from 4th Street South 140 feet to the north line of the alley South of 4th Street in the City of Joplin, Missouri, be and the same is hereby vacated, Conveyed, relinquished and shall revert to the owners of the abutting lots and land. Please See Exhibit-Section 1.

Located at: All of the EAST & WEST vacated Harlem Avenue between 4th Street & North of alley. 1400 West Fourth Street Joplin MO 64801

For the following purpose: New Construction of Duplex.

For Utility Use:

1. Our utility has facilities or interest within this right-of-way:
   - ☐ Yes (proceed to #2)
   - ☐ No (form complete)
2. Our utility:
   - ☑ has no objection
   - ☐ objects to vacation and will not waive objection under any conditions (describe below, or on separate sheet.)
     _____
     _____
   - ☐ will waive objections subject to the following conditions (describe below, or on separate sheet.)
     - ☐ Retain utility easement and protect facilities
     - ☐ Relocate facilities
     - ☐ Other: _____
       _____
       _____
       _____

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

Alex Sammet (Mar 4, 2026 13:34:40 CST)

Authorized Representative

03/04/2026

Date

Spire

Name of Utility

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

March 4th, 2026

Carrasco Investments
Carlos Carrasco
5146 COUNTY RD 290
JOPLIN, MO 64801

Re: Vacation of the Utility Easement Rights that were retained in Ordinance 27240

Vacation: Vacation of the Utility Easement Rights that were retained in Ordinance 27240, which vacated all that part of Harlem Avenue from 4th Street South 140 feet to the North line of the alley south of 4th street in the City of Joplin.

Carrasco Investments,

In response to your letter dated March 1st, 2026 relative to the above referenced utility easement vacation.

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

Sincerely,

Alex Sammet (Mar 4, 2026 13:34:40 CST)

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

TJF:MRS
cc: carlosc84@ymail.com, tbellair@joplinmo.org

Engineering Dept. Approval: KA
KA

System Planning Approval: DMP
DMP

Utility Comments: Vacation of Streets, Alleys, & Easements

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

Case Number: _____
Applicant: Carlos Carrasco
Phone: (417) 388-5482
Email: CarlosC84@ymail.com

Be it known that Carrasco Investments, *being owners of real estate abutting or withholding a street, alley, or easement, desires to petition the City of Joplin, Missouri, to pass an ordinance vacating:* Section 1: That all that part of Harlem Avenue from 4th Street South 140 feet to the north line of the alley South of 4th street in the City of Joplin, Missouri, be and the same is hereby vacated. Conveyed, relinquished and shall revert to the owners of the abutting lots and land. Please see exhibit-Section 1.

Located at: All of the EAST & WEST vacated Harlem Avenue between 4th Street & North of alley. 1400 West Fourth Street Joplin MO 64801

For the following purpose: New Construction of Duplex.

For Utility Use:

1. Our utility has facilities or interest within this right-of-way:
   - ☐ Yes (proceed to #2)
   - ☑ No (form complete)
2. Our utility:
   - ☐ has no objection
   - ☐ objects to vacation and will not waive objection under any conditions (describe below, or on separate sheet.)
   - ☐ will waive objections subject to the following conditions (describe below, or on separate sheet.)
     - ☐ Retain utility easement and protect facilities
     - ☐ Relocate facilities
     - ☐ Other: _____

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

Steven Martinez — Authorized Representative

3/2/26 — Date

City of Joplin Storm sewer — Name of Utility

Utility Comments: Vacation of Streets, Alleys, & Easements

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

Case Number: _____
Applicant: Carlos Carrasco
Phone: (417) 388-5482
Email: CarlosC84@ymail.com

Be it known that Carrasco Investments, *being owners of real estate abutting or withholding a street, alley, or easement, desires to petition the City of Joplin, Missouri, to pass an ordinance vacating:* Section 1: That all that part of Harlem Avenue from 4th Street South 140 feet to the north line of the alley South of 4th Street in the City of Joplin, Missouri, be and the same is hereby vacated, conveyed, relinquished and shall revert to the owners of the abutting lots and land. * Please see exhibit-Section 1.

Located at: All of the EAST & WEST vacated Harlem Avenue between 4th Street & North of alley. 1400 West Fourth Street Joplin MO 64801

For the following purpose: New Construction of Duplex.

For Utility Use:

1. Our utility has facilities or interest within this right-of-way:
   - ☐ Yes (proceed to #2)
   - ☒ No (form complete)
2. Our utility:
   - ☐ has no objection
   - ☐ objects to vacation and will not waive objection under any conditions (describe below, or on separate sheet.)
   - ☐ will waive objections subject to the following conditions (describe below, or on separate sheet.)
     - ☐ Retain utility easement and protect facilities
     - ☐ Relocate facilities
     - ☐ Other: _____

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

Keri Bledsoe — Authorized Representative

2-26-26 — Date

Sparklight — Name of Utility

Utility Comments: Vacation of Streets, Alleys, & Easements

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

Case Number: _____
Applicant: Carlos Carrasco
Phone: (417) 388-5482
Email: Carlosc84@ymail.com

Be it known that Carrasco Investments, *being owners of real estate abutting or withholding a street, alley, or easement, desires to petition the City of Joplin, Missouri, to pass an ordinance vacating:* Section 1: That all that part of Harlem Avenue from 4th Street South 140 feet to the north line of the alley South of 4th street in the City of Joplin, Missouri, be and the same is hereby vacated, conveyed, relinquished and shall revert to the owners of the abutting lots and land. Please see exhibit-Section 1.

Located at: All of the EAST & WEST vacated Harlem Avenue between 4th Street & North of alley. 1400 West Fourth Street Joplin MO 64801

For the following purpose: New Construction of Duplex.

For Utility Use:

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

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

     _____

     _____

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

     _____

     _____

     _____

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

JOHN CRUZ
Authorized Representative

2/26/26
Date

SEWER
Name of Utility

Utility Comments: Vacation of Streets, Alleys, & Easements

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

Case Number: _____
Applicant: Carlos Carrasco
Phone: (417) 388-5482
Email: Carlosc84@ymail.com

Be it known that Carrasco Investments, *being owners of real estate abutting or withholding a street, alley, or easement, desires to petition the City of Joplin, Missouri, to pass an ordinance vacating:* Section 1: That all that part of Harlem Avenue from 4th Street South 140 feet to the north line of the alley South of 4th Street in the City of Joplin Missouri, be and the same is hereby located, conveyed, relinquished and shall revert to the owners of the abutting lots and land. # Please See Exhibit-Section 1.

Located at: All of the EAST & WEST vacated Harlem Avenue between 4th Street & North of alley. 1900 West Fourth Street Joplin MO 64801

For the following purpose: New Construction of Duplex.

For Utility Use:

1. Our utility has facilities or interest within this right-of-way:
   - ☐ Yes (proceed to #2)
   - ☑ No (form complete)
2. Our utility:
   - ☑ has no objection
   - ☐ objects to vacation and will not waive objection under any conditions (describe below, or on separate sheet.)
   - ☐ will waive objections subject to the following conditions (describe below, or on separate sheet.)
     - ☐ Retain utility easement and protect facilities
     - ☐ Relocate facilities
     - ☐ Other: _____

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

Andrew Daniels — Authorized Representative

Feb 26, 2026 — Date

MOAM — Name of Utility

Utility Comments: Vacation of Streets, Alleys, & Easements

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

Case Number: _____
Applicant: Carlos Carrasco
Phone: (417) 388-5482
Email: CarlosC84@ymail.com

Be it known that Carrasco Investments, *being owners of real estate abutting or withholding a street, alley, or easement, desires to petition the City of Joplin, Missouri, to pass an ordinance vacating:* Section 1: That all that part of Harlem Avenue from 4th Street South 140 feet to the north line of the alley South of 4th street in the City of Joplin, Missouri, be and the same is hereby vacated, Conveyed, relinquished and shall revert to the owners of the abutting lots and land. * Please see exhibit-Section 1.

Located at: All of the EAST & WEST vacated Harlem Avenue between 4th Street & North of alley. 1400 West Fourth Street Joplin MO 64801

For the following purpose: New Construction of Duplex.

For Utility Use:

1. Our utility has facilities or interest within this right-of-way:
   - ☐ Yes (proceed to #2)
   - ☑ No (form complete)
2. Our utility:
   - ☐ has no objection
   - ☐ objects to vacation and will not waive objection under any conditions (describe below, or on separate sheet.)
   - ☐ will waive objections subject to the following conditions (describe below, or on separate sheet.)
     - ☐ Retain utility easement and protect facilities
     - ☐ Relocate facilities
     - ☐ Other: _____

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

Gene Lollis
Authorized Representative

Date

AT&T
Name of Utility

Utility Comments: Vacation of Streets, Alleys, & Easements

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

Case Number: _____
Applicant: Carlos Carrasco
Phone: (417) 388-5482
Email: CarlosC84@ymail.com

Be it known that Carrasco Investments, *being owners of real estate abutting or withholding a street, alley, or easement, desires to petition the City of Joplin, Missouri, to pass an ordinance vacating:* Section 1: That all that part of Harlem Avenue from 4th Street South 140 feet to the north line of the alley South of 4th street in the City of Joplin, Missouri, be and the same is hereby vacated, Conveyed, relinquished and shall revert to the owners of the abutting lots and land. * Please see exhibit-Section 1.

Located at: All of the EAST & WEST vacated Harlem Avenue between 4th Street & North of alley. 1400 West Fourth Street Joplin MO 64801

For the following purpose: New Construction of Duplex.

For Utility Use:

1. Our utility has facilities or interest within this right-of-way:
   - ☐ Yes (proceed to #2)
   - ☑ No (form complete)
2. Our utility:
   - ☐ has no objection
   - ☐ objects to vacation and will not waive objection under any conditions (describe below, or on separate sheet.)
   - ☐ will waive objections subject to the following conditions (describe below, or on separate sheet.)
     - ☐ Retain utility easement and protect facilities
     - ☐ Relocate facilities
     - ☐ Other: _____

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

[signature] 2/26/26
Authorized Representative — Date

ALLO Fiber
Name of Utility

Utility Comments: Vacation of Streets, Alleys, & Easements

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

Case Number: _____
Applicant: Carlos Carrasco
Phone: (417) 388-5482
Email: CarlosC84@ymail.com

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Located at: All of the EAST & WEST vacated Harlem Avenue between 4th Street & North of alley. 1400 West Fourth Street Joplin MO 64801

For the following purpose: New Construction of Duplex.

For Utility Use:

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

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

   _____

   ☒ will waive objections subject to the following conditions (describe below, or on separate sheet.)
   - ☐ Retain utility easement and protect facilities
   - ☐ Relocate facilities
   - ☒ Other: Overhead powerlines parallel to the south side of 4th Street shall not be encroached upon. All permanent structures will be 15 feet from lines.

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

_____ 3/10/2026
Authorized Representative — Date

Liberty
Name of Utility

Case 016-26: Easement Vacation



1400 W 4th St – Easement Vacation – A request to vacate a utility easement – Superior Roofing and Construction, LLC

0 30 60 120 180 240 Feet

P & Z Case 016-26
Superior Roofing and Construction, LLC (Carlos Carasco)
(P & Z Recommended Approval)

COUNCIL BILL NO. 2026-269 ORDINANCE NO.

AN ORDINANCE providing to vacate a utility easement for property known as that part of vacated Harlem Ave, lying near property described as 1400 W 4th St, City of Joplin, Jasper County, Missouri.

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

Section 1. That the vacation of utility easement for property known as that part of vacated Harlem Ave., lying near property described as 1400 W 4th St, City of Joplin, Jasper County, Missouri, described as follows is hereby vacated, conveyed, relinquished, and reverted to the owners of the lots and land:

All that part of Harlem Avenue from 4th Street south 140 feet to the north line of the alley south of 4th Street in the City of Joplin, Missouri.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of_____, 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

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2026-514 – Approving the mid-year budget amendment for FY 2026

MEETING DATE
June 1, 2026

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2026-514 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 various revenue and expenditure budgets for donations, including property and advertising.
- Amending revenue and expenditure budgets for the replacement of a totaled police vehicle.
- Amending various budgets for maintenance repairs and maintenance contracts.
- Amending the sales tax budgets for the TIF Transfer Out. The total increase in the TIF Transfer out is $918,750.00 to close out 1717 Market Place and for the 32nd Street Place TIF.
- Amending the Solid Waste and Infrastructure Fund budgets for the transfers for the matching portion of the REO Grant.
- Amending the Parks portion of the Parks & Stormwater Sales Tax for Ewert Splash Park in the amount of $6,002,520 due to the timing of the budget preparation and the final bid phase to issue the construction purchase order.
- Amending Street Maintenance by $100,000 for Utility Cuts and by $226,760 for the purchase of property by the PWC Center.
- Amending the ARPA fund for the timing of the Community Revitalization Grant expenditures in the amount of $650,000.
- Amending Judgments & Claims for the Workers Comp Self-Insurance Fund by $500,000 and the Liability Self-Insurance Fund by $100,000.

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 $318,441.00 and expenditures by $9,532,315.00, 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.

COUNCIL BILL NO. 2026-514 **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 Hundred Eighteen Thousand Four Hundred Forty-One Dollars and No Cents ($318,441.00) and by increasing appropriations by the total amount of Nine Million Five Hundred Thirty-Two Thousand Three Hundred Fifteen Dollars and No Cents ($9,532,315.00) 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 June 16, 2026.

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

of _____, 2026.

_____
Brian "Rob" O'Brian, III, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

SCHEDULE A

CITY OF JOPLIN
BUDGET AMENDMENT
2025-2026 ADOPTED BUDGET
1-Jun-26

FUND	ACTIVITY	ACCOUNT	DESCRIPTION		REVENUES	EXPENDITURES
001	General Fund					
	Charges & Assessments	001-0000-440-0913	Administrative Fees-TIF	$	50,000	
	Other Income	001-0000-450-0306	Other Donations		20,000	
	Other Income	001-0000-450-0306	Other Donations		5,054	
	Other Income	001-0000-450-0604	Insurance Settlement		43,387	
	Transfers	001-0000-460-0501	Engineering Transfer		100,000	
	City Council	001-0101-500-2815	Special Events & Promotions			800
	Communications Prop Action	001-0622-500-7015	Advertising			20,000
	Communications Prop Action	001-0622-500-8315	Computer Equipment			57,500
	Finance-TIF Reimbursable	001-2015-500-5010	Consulting Fees			50,000
	City Hall Maintenance	001-4504-520-4210	Central Garage Repairs			2,000
	City Hall Maintenance	001-4504-520-8010	Building Improvements			21,000
	Public Works Engineering	001-4505-520-8105	Land Acquisitions			5,054
	Police Uniform Services	001-5502-510-8210	Motor Vehicles			91,992
	Police Uniform Services	001-5502-510-8220	Operating Equipment			14,319
	Police Investigations	001-5503-510-5050	Lab Services			2,500
	Police Investigations	001-5503-510-5265	Maintenance Contracts & Agr			725
	Police Special Services	001-5508-510-5265	Maintenance Contracts & Agr			1,350
	Fire Operations	001-6002-510-8010	Building Improvements			11,500
	Emergency Mgmt Operations	001-7002-510-8230	Emergency Operating Equip			4,000
	NI Prop Action	001-8022-520-5010	Consulting Fees			50,000
	Transfers	001-9003-500-9805	TIF Transfer Out			350,000
	Total General Fund			$	218,441	682,740
101	Public Safety Sales Tax Fund					
				$	-	
	Fire Prop Action	101-6022-510-3115	Fuel, Oil & Diesel			2,000
	Fire PSST	101-6075-510-2825	Safety Equipment			20,000
	Fire PSST	101-6075-510-4105	Property Repairs & Maintenance			2,100
	PS Training Center	101-6275-510-8245	Special Operations Equipment			10,000
	Transfers	101-9003-500-9805	TIF Transfer Out			175,000
	Total Public Safety Sales Tax Fund			$	-	209,100
105	CVB Fund					
				$	-	
	Administration	105-4001-560-7015	Advertising			20,000
	State Grants	105-4091-560-7015	Advertising			10,000
	Total CVB Fund			$	-	30,000
110	Health Fund					
				$	-	
	Administration	110-3501-550-3035	Sanitation Charges			3,000
	Total Health Fund			$	-	3,000
115	Parks Fund					
				$	-	
	Administration	115-6501-560-7513	Friends of the Park			12,500

SCHEDULE A

CITY OF JOPLIN
BUDGET AMENDMENT
2025-2026 ADOPTED BUDGET
1-Jun-26

FUND	ACTIVITY	ACCOUNT	DESCRIPTION		REVENUES	EXPENDITURES
	Athletic Complex	115-6516-560-7015	Advertising			2,500
	Total Parks Fund			$	-	15,000
120	SWM Fund					
				$	-	
	Transfers	120-9003-540-9301	Transfer to Infrastructure			100,000
	Total SWM Fund			$	-	100,000
130	Parks & Stormwater Sales Tax Fund					
				$	-	
	Parks Projects	130-6550-560-8105	Land Acquisition			35,708
	Parks Projects	130-6550-560-8505	Parks Improvements			6,002,520
	Parks Projects	130-6550-560-9699	Engineering Fee Transfers			100,000
	Transfers	130-9003-530-9805	TIF Transfer Out			39,375
	Transfers	130-9003-560-9805	TIF Transfer Out			48,125
	Total Parks & Stormwater Sales Tax Fund			$	-	6,225,728
140	Transportation Sales Tax Fund					
				$	-	
	Street Maintenance	140-4520-530-4110	Utility Cuts			100,000
	Street Maintenance	140-4520-530-8105	Land Acquisition			226,760
	Traffic Control	140-4530-530-4105	Property Repairs & Maintenance			4,000
	MAPS	140-5002-530-5265	Maintenance Contracts & Agr			25,600
	Transfers	140-9003-530-9805	TIF Transfer Out			175,000
	Total Transportation Sales Tax Fund			$	-	531,360
145	Capital Improvement Sales Tax Fund					
				$	-	
	Transfers	145-9003-520-9805	TIF Transfer Out			131,250
	Total Capital Improvement Sales Tax Fund			$	-	131,250
175	ARPA Fund					
				$	-	
	ARPA Grants	175-8680-500-7419	Single Family Assistance			650,000
	Total ARPA Fund			$	-	650,000
305	Infrastructure Fund					
	Transfers In	305-0000-460-0215	Transfer from SWM	$	100,000	
	Infrastructure Projects	305-4550-530-8720	Streetscape Project			20,000
	Total Infrastructure Fund			$	100,000	20,000
405	Airport Fund					
				$	-	
	Airport	405-5004-520-4115	Other Property Repairs			20,000
	Airport	405-5004-520-8010	Building Improvements			15,250

SCHEDULE A

CITY OF JOPLIN
BUDGET AMENDMENT
2025-2026 ADOPTED BUDGET
1-Jun-26

FUND	ACTIVITY	ACCOUNT	DESCRIPTION		REVENUES	EXPENDITURES
	Total Airport Fund			$	-	35,250
410	Golf Course Fund					
				$	-	
	Golf Administration	410-6520-560-7205	Resale Inventory			20,000
	Total Golf Course Fund			$	-	20,000
415	Sanitary Sewer Fund					
				$	-	
	Billing & Collection	415-2002-540-7005	Printing Services			30,000
	Billing & Collection	415-2002-540-8220	Operating Equipment			11,500
	Sewer Treatment	415-4541-540-4105	Property Repairs & Maintenance			50,000
	Sewer Maintenance	415-4542-540-4105	Property Repairs & Maintenance			100,000
	Total Sanitary Sewer Fund			$	-	191,500
512	Workers Compensation Self-Insurance Fund					
				$	-	
	Work Comp Self-Insurance	512-7503-500-5305	Judgments & Claims			500,000
	Work Comp Self-Insurance	512-7503-500-7030	Fees & Permits			5,000
	Work Comp Self-Insurance	512-7503-500-7140	Insurance Premiums			20,000
	Total Workers Compensation Self-Insurance Fund			$	-	525,000
515	Liability Self-Insurance Fund					
				$	-	
	Liability Self-Insurance	515-7501-500-5305	Judgments & Claims			43,387
	Liability Self-Insurance	515-7501-500-5305	Judgments & Claims			100,000
	Total Liability Self-Insurance Fund			$	-	143,387
520	Emergency Communications Fund					
				$	-	
	Dispatch Services	520-8502-510-8230	Emergency Operating Equipment			19,000
	Total Emergency Communications Fund			$	-	19,000
	Grand Total			$	318,441	9,532,315

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2026-610 authorizing and approving an Agreement between the City of Joplin, and Place Foundry PLLC to provide for the evaluation, planning and implementation services for the commercial and residential development and re-development of applicable land and facilities on and surrounding Missouri Southern State University, the Northpark Mall, and generally the Newman Road, Duquesne Road, and North Range Line commercial area.

MEETING DATE
June 1, 2026

ORIGINATING DEPARTMENT
City Manager Office

ATTACHMENTS
Council Bill No. 2026-610; RFP, RFP Response. Evaluation Scoring; Consulting Agreement

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 enter into a consultant contract with Place Foundry PLLC. in the not to exceed amount of Two Hundred Seventeen Thousand Five Hundred Dollars ($217,500.00) to provide evaluation, planning and implementation services for the commercial and residential development and re-development of applicable land and facilities on and surrounding the Missouri Southern State University, the Northpark Mall, and generally the Newman Road, Duquesne Road, and North Range Line commercial area.

BACKGROUND
The City of Joplin in collaboration with the Joplin Area Chamber of Commerce and Missouri Southern State University seek to identify opportunities to develop or redevelop areas as described for the general improvement and growth of recreational, business, and residential opportunities for students, citizens, and the overall Joplin community. On February 20, 2026, the City of Joplin issued a Request for Proposals (RFP) for consultants to provide professional planning and implementation services for the City of Joplin Economic Development Program. Six proposals were received and assessed by a team of seven members. Three interviews were held and Place Foundry was selected as the lowest and best overall comprehensive analysis and response.

ITEM DESCRIPTION	ANTICIPATED COST	FUNDING SOURCE	ESTIMATED TIMELINE
Planning Assessment	$139,500	General Fund (CM Office Budget)	June 2027
Implementation	$78,000	General Fund (CM Office Budget)	June 2028
Grand Total	$217,500		

FUNDING SOURCE

The 2026 fiscal year budget includes $150,000.00 in the General Fund Budget of the City Manager's Office. This Council Bill also includes a budget amendment in the amount of $67,500.00 to include the implementation portion of this contract.

RECOMMENDATION

City Staff recommends adoption of this council bill at First Reading.

twr

REQUEST FOR PROPOSAL NO. 2026-RFP-13

Economic Development Services

RFP Due Date: 10:00 A.M., February 20, 2026

Location: City of Joplin
2nd Floor
602 South Main Street
Joplin, MO 64801

Staff: Tony Robyn, Assistant City Manager
Email: trobyn@joplinmo.org

Phone: 417-624-0820 Ext. 1203

Sealed proposals will be received by the City Manager's Office at the specified location until the time and date cited above. Only proposals received by the correct time and date will be recorded. Proposals must be submitted in an envelope with the Request for Proposal number and the Vendor's name and address clearly indicated on the envelope. All proposals must be completed in ink or typewritten and submitted by the time and date above. Consultants are strongly encouraged to carefully read the entire Request for Proposal.

NOTICE TO BIDDERS

The City of Joplin, Missouri will accept sealed bid proposals until February 20, 2026, at 10:00am. as set forth in the bid packet to PROCURE the following service:

Economic Development Services

The RFP is available from Tony Robyn, Assistant City Manager, by calling 417-624-0820 ext. 1203 or by emailing trobyn@joplinmo.org. Any bids received after the specified deadline will not be considered.

The City reserves the right to evaluate all bids, to reject any or all bids and re-bid at a later date. The City may waive any irregularities in the bid or negotiate variances from specifications and make awards that are in the best interests of the City. The City will have final decision in all matters regarding acceptance of bids and issuance of awards.

The City encourages minority and female-owned businesses to submit bids on all City purchases.

Leslie Haase, CPA, CMA
Finance Director

Publication Date: January 23, 2026

CITY OF JOPLIN, MISSOURI

Economic Development Services

Purpose

The City of Joplin and Missouri Southern State University (MSSU) desire commercial and residential development and re-development of applicable land and facilities on and surrounding the University and around the Northpark Mall. The area has considerable underutilized property offering great opportunity for new investment.

Objectives

- Identify and master plan properties suitable for development and redevelopment
- Market properties to attract private sector investment compatible with master plans
- Serve as an ombudsman to help facilitate necessary plan, permit, and incentive approvals
- Identify public/private partnerships and incentive tools to help foster continued growth at MSSU
- Obtain private development agreements
- Act as a lead for "turnkey" development by directing the design, planning, permitting process on behalf of private developers

1. Scope of Work

The selected consultant will be expected to:

I. **Data Collection and Analysis**
   a. Review current zoning and comprehensive plan
   b. Review policies and statutes for the use of incentives
   c. Review City development policies and procedures
   d. Assess local market conditions to identify commercial and residential development opportunities

II. **Master Planning**
   a. In consultation with the City, University, and Chamber of Commerce, organize and prepare a master plan incorporating targeted areas of development
      i. Project Initiation
         1. Kick off meeting with stakeholders
         2. Define goals, objectives, guiding principles
         3. Establish project schedule and communication protocols
      ii. Data Collection & Analysis
         1. Inventory of existing conditions (land use, infrastructure, transportation, utilities, parks, etc.)
         2. Provide GIS and spatial analysis
      iii. Stakeholder Engagement
         1. Coordinate stakeholder meetings, workshops, open houses
         2. Conduct stakeholder interviews and focus groups
         3. Documentation of community input
      iv. Plan Development
         1. Provide land use and zoning recommendations

2. Provide transportation and mobility recommendations in accordance with the City's Complete Streets policy
3. Coordinate infrastructure and utility planning
4. Recommend complementary economic development strategies

v. Draft & Final Master Plan
1. Prepare draft plan to review
2. Incorporate feedback from stakeholders and public
3. Deliver final master plan document (digital and print)
4. Presentation to governing bodies for adoption

III. **Marketing and Attraction**

a. Create marketing materials to attract development and redevelopment opportunities as identified in the master plan
i. Create a dedicated website marketing development opportunities
ii. Create conceptual development renderings
iii. Create real estate listings with appropriate services
iv. Develop digital media campaigns to attract interested parties

b. Real Estate Development promotion
i. Prepare property profiles and investment packages for priority sites
ii. Create interactive GIS-based property locator tools
iii. Engage with brokers, developers, and site selectors to market opportunities
iv. Develop incentive packages and communicate available programs

c. Business attraction and lead generation
i. Identify and target prospective commercial and residential development opportunities
ii. Develop prospect lists and outreach strategies

IV. **Ombudsman**

a. Facilitate or coordinate professional services necessary for plan review and permitting
b. Facilitate or coordinate legal services on behalf of private sector investors for development agreements, incentive agreements, annexation agreements, cooperative agreements, memorandums of understanding, etc.
c. Facilitate negotiations with all private sector parties subject to City and University approvals

V. Other

a. Consultant should provide regular (monthly) progress updates to city staff via virtual meetings
b. Consultant should anticipate at least ten (10) onsite, in-person, meetings to communicate with appropriate stakeholders regarding progress and final recommendations

2. Pricing Requirements

Each Proposal shall include the following:

The Proposal must detail how the Consultant will provide the Scope of Services required by this RFP and the cost of providing those services. Not-to-exceed costs should be included detailed by objectives and completion timeframes.

3. Company Profile

Provide the following information relative to your firm:

A. Firm name and business address, including telephone and facsimile numbers, and e-mail address.
B. Year established (include former firm names and year established). Identify the country and state in which the firm was incorporated or adopted.
C. Provide the Firm's type of ownership and, if applicable, parent company or subsidiaries. Include dates of any corporate mergers and/or acquisitions, including all present and former subsidiaries with dates of any and all restructuring since the founding date. Also, provide any licensure in Missouri.
D. Clarify the business address and telephone number of the office(s) at which the work is to be accomplished (if different than item #A). Also include the name, address, and telephone number of the project manager, if different than item A.

4. Organizational Structure

Describe your firm's organizational structure and discuss how you anticipate organizing your project team for this engagement.

5. Key Staff Resumes

Provide a list of key project team members and primary project point of contact to be involved. Provide resumes for the project manager and other key managerial staff and technical information, which include work experience, education, and any work-related publications. The key people proposed for the project must actually participate. If, because of extenuating circumstances, a key member must be replaced, the City must be notified and approve the new member.

6. Experience and Qualifications

Set forth your municipal knowledge, experience, and qualifications as they relate to the proposed project in terms of technical scope, tasks involved, deliverable products, and other elements of the work as they relate to the evaluation criteria and all requirements of this RFP. The Proposal should provide all information which the Consultant considers pertinent to its qualifications for performing the work called for by the RFP.

7. References

Consultant must furnish a minimum of three (3) references. References should be listed for similar type work as requested in this RFP. Each reference must identify and describe the project worked on and specify the originating and final project manager for the party providing the reference. References may or may not be reviewed or contacted, at the sole discretion of the City.

8. Timeline to Complete Study

Each Consultant must furnish a timeline to complete the scope of work outlined in this RFP, with specific objectives highlighted.

9. Cost of Proposal

Each Consultant will list a not-to-exceed cost for all of the services included in the Scope of Services. An hourly rate at which the City would be billed for any services that the City might request outside the scope of the items listed in this RFP.

10. RFP Schedule

The City anticipates that the following timetable will apply to this RFP. The dates following the January 23, 2026 RFP issue date are subject to change:

Activity	Date
RFP issued	January 23, 2026
RFP Due Date	February 20, 2026
Finalist Interviews (if required)	Week of March 2, 2026
Vendor Selection	March 2026
Complete Contract	March 2026
Present Contract to Council for Approval	April 2026
Consultant Commence Work	April 2026
Final Report Anticipated Complete	Spring 2027

Addenda to the RFP and Requests for Information:

The City may, at its sole discretion, issue Addenda to this Request for Proposals containing responses to questions and requests for information, clarifications or revisions of the RFP, or any other matters that the City deems appropriate. Addenda will be issued to those to whom the City sent the original RFP.

Any question, request for clarification, or request for additional information regarding this RFP should be submitted no later than February 9, 2026 via e-mail to trobyn@joplinmo.org (Su: Economic Development Services). No oral response by any employee or agent of the City shall be binding on the City or shall in any way be considered a commitment by the City. If a Consultant finds any inconsistency or ambiguity in the RFP, the Consultant is requested to contact the City Manager's Office, at the above email address.

11. Proposal Evaluation Process

Proposals, which the City determines in its sole discretion, which are deemed responsive to this RFP, will be reviewed and evaluated by the City. The City reserves the right to request Consultants to make one or more presentations to the City at the City's offices at the Consultant's sole cost and expense, addressing Consultants' ability to achieve the scope of work of this RFP. Proposals will be evaluated, in part, according to whether the Consultant meets the minimum qualifications and submits a proposal complying with all the requirements of this RFP.

Evaluation of vendor proposals will be based on the following criteria:

25% Methodology - that the vendor will use to conduct work outlined in RFP and evidence of ability to perform the work described herein.
25% Experience – previous experience performing related projects of complex nature, including, but not limited to, similar size and type of organization.
10% References – will be based on references submitted as part of RFP but can include clients not submitted.
30% Cost of proposal – must contain a cost for the requested scope of work in a "not to exceed" amount.
10% Staff - capability and availability of professional staff to serve the City of Joplin in a competent and timely manner.

13. Responsibility for Costs

The Consultant shall be fully responsible for all costs associated with the development, preparation, transmittal, and submission of any Proposal or material submitted in response to this RFP. The City assumes no contractual or other obligations as a result of the issuance of this RFP, the preparation or submission of a Proposal by a Consultant, the evaluation of Proposals, or the selection of any Consultant for further negotiations.

14. Contract Terms and Conditions

The City may condition award of the Contract on the Consultant's acceptance of the terms and conditions contained in the form of agreement attached hereto and made a part hereof as Exhibit A. Consultants may submit with its Proposal, written objections to the terms and conditions established in this RFP and/or agreement by identifying the specific section(s) and paragraph(s) objected to, stating the reason(s) for the objection and proposing alternative terms. Should Consultant object to any of the terms and conditions established in this RFP, including the form of agreement, the City reserves the right, in its sole discretion, to permit Consultant to rescind any or all such exceptions at any time prior to award of a contract. The City, in its sole discretion, may evaluate proposals according to whether the Consultant objects to terms and conditions and if Consultant does object, the number and type of objections. In no event shall the City's selection of a Consultant for further negotiations constitute acceptance of any objection or proposed alternative to the terms and conditions established in this RFP. The City reserves the right, however, to add, delete, revise, or negotiate terms and conditions different than those included in the RFP, if, in the sole judgment of the City, it is in the best interest of the City to do so.

15. Exhibits

The following exhibits are referenced in this RFP, incorporated into and made a part of this RFP:

A. City of Joplin Standard Professional Services Agreement example

16. Proposal Terms and Conditions

The following terms and conditions apply to submitting proposals in response to this Request for Proposal:

17. Interviews

The City reserves the right to conduct personal interviews or require presentations of any or all proposers prior to selection. The City will not be liable for any costs incurred by the proposer in connection with such interviews/presentations (i.e., video, travel, accommodations, etc.) If finalist interviews are held, the interview process shall determine the final recommendation.

18. Request for Additional Information

The proposer shall furnish such additional information as the City of Joplin may reasonably require. The City reserves the right to conduct investigations of the qualifications of the proposer as it deems appropriate.

19. Acceptance/Rejection/Modification to Proposals

The City reserves the right to negotiate modifications to proposals that it deems acceptable, reject any and all proposals, and to waive minor irregularities in the procedures.

20. Proposals Binding

All proposals submitted shall be binding for one hundred twenty (120) calendar days following the opening.

21. Proposer's Certification

By submitting a proposal, the proposer certifies that the proposal has been fully read and understood. The proposer has full knowledge of the scope and nature and quality of work to be performed. The proposer further certifies that no employee of the City has any direct or indirect financial interest in any resultant contract, and that no gratuities will be offered or provided to the City of Joplin employees or their family members.

22. Non-exclusive Contract

The agreement resulting from this RFP shall be a non-exclusive contract, and the City reserves the right to purchase same or like services from other sources the City deems necessary and appropriate.

23. Late proposals

Proposals received by the City after the time specified for receipt will not be considered. Proposers shall assume full responsibility for timely delivery of the proposals to the location designated for receipt of proposals. The City of Joplin is not responsible for the U.S. Mail or private couriers regarding mail being delivered by the specified time so that a proposal can be considered. All proposals will be received at the time and place specified and made available for public inspection when an award decision is made.

24. Completeness

All information required by the Request for Proposal must be supplied to constitute a legitimate proposal. The City of Joplin reserves the right to use any and all information presented in any response to the Request for Proposal. Acceptance or rejection of the RFP does not affect this right.

25. Execution of Agreement

It is anticipated the City will make their selection of a firm by February, 2026. The successful proposer shall enter into a contract with the City for the performance of work awarded to them and shall simultaneously provide any required bonds, indemnities and insurance certificates prior to the commencement of work. A copy of the sample agreement is attached. Failure to comply within the established deadline for submitting required documents may be grounds for cancellation of award.

26. SUBMISSION OF PROPOSALS

In order for the City to adequately compare proposals and evaluate them uniformly and objectively, all proposals shall be submitted in accordance with this format. The proposal should be prepared simply and economically, providing straight-forward and concise information as requested.

27. Proposal Due Date

Sealed proposals with one (1) original and seven (7) complete copies, including a flash drive with a complete PDF, will be received at the City Manager Office no later than 10:00A.M., February 20, 2026. Proposals will not be accepted after this time. Proposals shall be addressed as follows:

For Mail or Hand Delivery Only
CITY OF JOPLIN
TONY ROBYN, ASSISTANT CITY MANAGER
602 SOUTH MAIN STREET, 2ND FLOOR
JOPLIN, MO 64801

Submitted envelopes should be marked: "REQUEST FOR PROPOSAL NO. 2026-RFP-13: "Economic Development Services, 10:00 A.M., Friday, February 20, 2026"

28. Amendments

If it becomes necessary to revise or amend any part of this Request for Proposal, the City will furnish the revision by written Amendment to all prospective proposers who received an original Request for Proposal.

29. Proposal Evaluation Process

The steps and activities in the proposal process will include the following:

a. The City will review and evaluate all proposals submitted in response to this Request for

Proposals (RFP). The City shall conduct a preliminary evaluation of all proposals based on the information provided and other evaluation criteria as set forth in this Request for Proposals or as reasonably determined by the City.

b. The City will first review each proposal for compliance with the minimum qualifications and mandatory requirements of the RFP. Failure to comply with any mandatory requirements may disqualify a proposal.

c. Proposals will then be evaluated and rated in accordance with the evaluation criteria. A shortlist will be developed listing the highest ranked proposals.

d. The City will confer with all responsible proposers who have been shortlisted and may arrange, if necessary, for interviews/presentations by the short-listed firms. Interview evaluations will be based on the same criteria listed in this RFP, except for cost, and will be used to pick the final bidder.

e. The City reserves the right to conduct pre-award discussions and/or pre-contract negotiations with any or all responsive and responsible proposers who submit proposals determined to be reasonably acceptable of being selected for award. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals and such revisions may be permitted after submission of proposals and prior to award of a contract.

f. The City reserves the right to reject any and all proposals and to waive minor irregularities. The City further reserves the right to seek new proposals when such a procedure is reasonable and in the best interests of the City to do so.

"NOTICE: The below Agreement is included as a sample only and should not be considered a final document. Any agreement between the City and a successful bidder may be significantly different than the agreement attached following legal review.

EXHIBIT A Example Contract

CONTRACT NO._____

ADDRESS & PHONE OF CITY
City Manager's Office
2nd Floor
602 South Main Street
Joplin, MO 64801
417-624-0820

NAME, ADDRESS & PHONE OF CONSULTANT

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2026, by and between the City of Joplin, a municipal corporation of the State of Missouri, hereinafter referred to as the "City" with offices at 602 South Main, Joplin, Missouri and Consultant hereinafter referred to as the "Consultant."

WITNESSETH:

WHEREAS, the City of Joplin desires to engage the Consultant to render certain services hereinafter described in Request for Proposal 2026-RFP-13 which Request for Proposal is attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the Consultant submitted a proposal dated February 20, 2026 which proposal is attached hereto and incorporated herein as Exhibit B; and

WHEREAS, the Consultant has become the lowest and best Offeror for performing the services listed in this RFP attached hereto and incorporated herein as Exhibit A;

NOW, THEREFORE, the parties to the contract agree to the following:

1. The City agrees to engage the Consultant and the Consultant agrees to perform, in strict accordance with Exhibit A, and within the time specified therein.

2. The services of the Consultant shall commence only as authorized in writing by City purchase order or other written notice and shall be undertaken and completed as promised by the Consultant in Exhibit B.

3. The City agrees to pay the Consultant in accordance with the prices and terms set forth in Exhibit B for work authorized by City purchase order or other written Notice by the City upon presentation of proper invoice and inspection by the City of work completed by the Consultant.

4. 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.

5. The Consultant shall fully coordinate its activities in the performance of the contract with the activities of the City.

6. 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.

7. **Termination:** If, through any cause, the Consultant shall fail to fulfill in a timely and proper manner Consultant's obligations under this contract, or if the Consultant 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 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 documents, data, studies, reports, or other 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.

8. **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.

9. 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.

10. **Modification of Contract:** The Scope of Work to be done under the Contract shall be subject to modification and supplementation upon the written Agreement of the duly authorized representatives of the Contracting parties. No provision in the Contract shall be changed or modified without the execution of a formal amendment to the Contract, mutually agreed to by the City and the Consultant and processed through the Division of Purchases. Upon request by the City, the Consultant shall provide an estimate of cost of any additional work or services to be incorporated by a modification to the Scope of Work and the Contract.

11. **Contract Documents:** The agreement between the City of Joplin and the Consultant shall consist of (1) The Contract form which embodies the requirements contained herein, (2) the Request for Proposal, and any amendments thereto and, (3) the proposal, as accepted, submitted in response to the Request for Proposal. In the event of a conflict in language between the documents referenced above, the provisions and requirements set forth and/or referenced in the Contract shall govern over all other documents, and the Request for Proposal and amendments thereto shall govern over the Consultant's Proposal and amendments thereto. However, the City reserves the right to clarify any Contractual relationship in writing with the concurrence of the Consultant, and such written clarification shall govern in case of conflict with the applicable requirements stated in the Request for Proposal or the Consultant's proposal. In all other matters not affected by the written clarification, if any, the Request for Proposal shall govern. The Consultant is cautioned that the proposal shall be subject to acceptance without further clarification.

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

13. The Consultant shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Workers Compensation Program of the City.

14. **Certification of Non-Resident/Foreign Consultants:** If the Consultant is a foreign corporation or non-resident Consultant, it is agreed that the Consultant shall procure and maintain during the life of this contract:

    A. A certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.570 RSMo.

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

15. **Nondiscrimination:** The Consultant agrees in the performance of this contract not to discriminate on the basis of race, color, religion, sex, sexual orientation, gender identity or expression, age, disability, marital status, citizenship, national origin, genetic information, or any other characteristic protected by law, or political opinion or affiliation, against any employee of Consultant or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.

16. Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this contract. The Consultant further covenants that in the performance of this contract no person having such interest shall be employed.

17. **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.

18. The certificates of insurance, including evidence of the required endorsements of the policies shall be filed with the City of Joplin within ten (10) days of the date of receipt of the Award of the contract to the Consultant and prior to the start of work. All insurance policies shall provide thirty (30) days written notice to be given by the insurance company in question, prior to modification or cancellation of insurance. Such notices shall be mailed, return receipt requested to:

    City Attorney
    City of Joplin
    602 South Main
    Joplin, MO 64801

19. **Liability and Indemnity:**

    A. In no event shall the City be liable to the Consultant 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 Consultant shall defend, indemnify and hold the City harmless, its elected or appointed officials, agents and employees from and against any and all liability, suits, damages, costs (including attorney fees), losses, outlays and expenses from claims in any manner caused by, or allegedly caused by, or arising out of, or connected with, this contract, or the work or any subcontract there under (the Consultant 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 Consultant.

    C. The Consultant 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 Consultant hereunder shall not be limited by any limitations as to the amount or type of damages, compensation or benefits payable by or for the Consultant, 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. Consultant affirms that it has had the opportunity to recover the costs of the liability insurance required in this agreement in its contract price. Consultant's obligation under this agreement to defend, indemnify and hold harmless any person from that person's own negligence or wrongdoing is limited to the coverage and limits of the applicable insurance.

20. **Conflict of Interest:** No salaried officer or employee of the City and no member of the City Council shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the contract void. Any federal regulations and applicable provisions in RSMo. Chapter 105 shall not be violated.

21. **Entire Agreement:** This agreement, including the contract documents contained or referenced herein, constitutes the entire agreement between the parties. No modification, amendment, or waiver of any of the provisions of this agreement shall be effective unless in writing specifically referring hereto and signed by both parties.

22. **Waiver:** No provision of the contract documents shall be construed, expressly or by implication, as a waiver by the City of any existing or future right or remedy available by law in the event of any claim of default or breach of contract.

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

24. **Notices:** All notices required or permitted hereunder and required to be in writing may be given by first class mail addressed to Division of Purchases, 602 South Main, Joplin, Missouri, 64801, and the Consultant at the address indicated. The date of delivery of any notice shall be the date falling on the second full day after the day of its mailing.

IN WITNESS WHEREOF the parties have hereunto set their hands and seal the date first above written.

CITY OF JOPLIN, MISSOURI

By: _____
City Manager

CONSULTANT

_____
Company Name

By: _____
Signature

Name: _____
Print or type

Title: _____

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN AND MISSOURI SOUTHERN STATE UNIVERSITY

ECONOMIC DEVELOPMENT SERVICES PROPOSAL

February 18, 2026



PLACE foundry

Submitted to:
Tony Robyn
Assistant City Manager
City of Joplin 602
South Main Street, 2nd Floor
Joplin, MO 64801

Submitted by:
David Sidney
Place Foundry
1700 N Alpine Rd.,
Suite 101
Rockford, IL 61107

PLACE
foundry

Place Foundry PLLC
1700 N Alpine Rd., Suite 101
Rockford, IL 61107

February 18, 2026

Request for Proposal No. 2026-RFP-13 – Economic Development Services

Tony Robyn, Assistant City Manager
City of Joplin 602
South Main Street, 2nd Floor
Joplin, MO 64801

Dear Mr. Robyn:

Place Foundry is pleased to submit our proposal for the City of Joplin's Economic Development Services for the MSSU campus and Northpark Mall corridor.

Having reviewed the RFP requirements in detail, we confirm our agreement with all conditions and terms stated therein. We understand the MSSU/Northpark corridor presents both opportunities—a university generating daily activity and regional visibility—and challenges around connectivity, stakeholder coordination, and developer attraction that require focused execution.

Our team brings relevant experience in:
IMPLEMENTATION-FOCUSED PLANNING: Cherry Valley Crossings, a super-regional mall reactivation project, has several active developer prospects through systematic outreach. Loves Park's Riverside Commons Phase 1 opened in 2024—the Indoor Box Market is operating while we support recruitment for subsequent phases.

INTEGRATED SERVICE DELIVERY: Our team combines planning, civil engineering, market analysis, and marketing disciplines working collaboratively throughout project phases.

PROFESSIONAL MARKETING DEVELOPMENT: We create materials including websites, investment prospectuses, developer pitch decks, project videos, and conceptual renderings to support development recruitment efforts.

DEVELOPER ENGAGEMENT: We identify and engage developers through systematic outreach, coordinate site tours, and provide process navigation support.

REALISTIC PROJECT EXPECTATIONS: We acknowledge that developer commitments typically require extended timelines beyond initial plan completion. Our Phase 3 initiates outreach and establishes systems; we recommend considering continuation support for ongoing implementation.

Not-to-exceed investment: $139,500 for the 13-month engagement including all professional services, deliverables, and travel expenses.

By submitting this proposal, Place Foundry certifies that we have fully read and understood the RFP requirements, have full knowledge of the scope and nature of work to be performed, and certify that no employee of the City has any direct or indirect financial interest in this contract. We further certify that no gratuities will be offered or provided to City of Joplin employees or their family members.

We are prepared to begin work immediately upon selection and will maintain coordination with City staff, MSSU administration, and Chamber partners throughout the engagement. Thank you for considering our proposal.
Sincerely,



David A. Sidney | Managing Principal

Enclosure: Complete Proposal Response to RFP 2026-RFP-13

Table of Contents

06 SECTION 1

WORK PLAN

1.1 Understanding the Joplin Opportunity
1.2 Our Approach - The Place Foundry Difference
1.3 Our Proven Three-Phase Methodology

21 SECTION 2

QUALIFICATIONS

2.1 Company Profile
2.2 Organizational Structure
2.3 Key Staff Resumes
2.4 Experience and Qualifications
2.5 References

38 SECTION 3

BUDGET AND TIMELINE

3.1 Timeline to Complete Study
3.2 Cost of Proposal

43 **APPENDIX**

Appendix: Work Samples



SECTION 1

Work Plan

1.1: Understanding The Joplin Opportunity

The MSSU campus and Northpark Mall area represent one of Joplin's most significant untapped economic development opportunities. These assets—anchored by a thriving university and positioned at one of the city's most visible locations—have tremendous potential to become a vibrant, integrated district that serves students, attracts quality development, and strengthens Joplin's regional competitiveness.

The Assets in Place
Missouri Southern State University is far more than an educational institution—it is an economic engine that generates daily activity, attracts thousands of students, and creates consistent demand for housing, dining, retail, and services.



Visit metrics for MSSU over the last full academic year, August 2024 - July 2025.

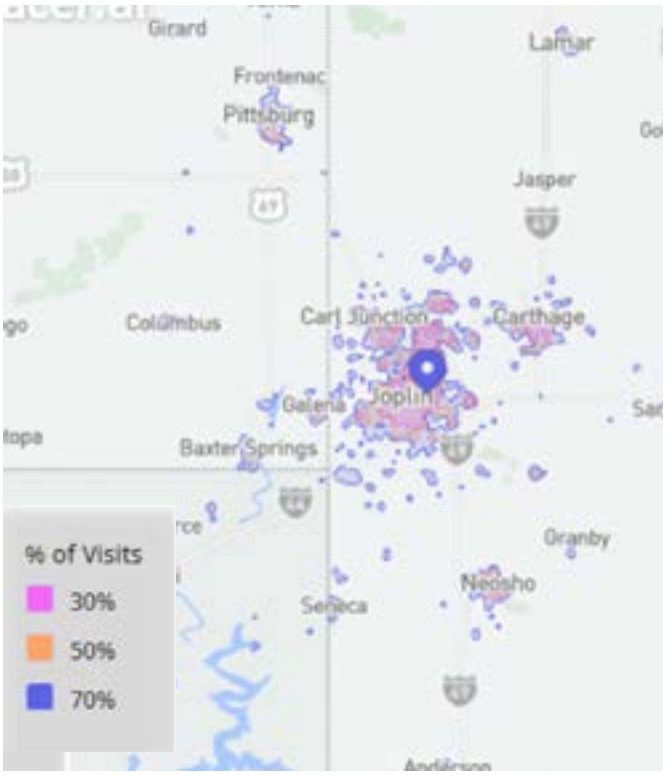
MSSU generates consistent daily foot traffic throughout the academic year, creating a stable foundation for surrounding development. For both commuter and resident students at the campus, additional amenities could be a valuable addition.



Visit metrics over the last 12 months for Northpark Mal (10 minutes or longer)

The Northpark Mall area, despite retail headwinds affecting shopping centers nationwide, occupies exceptional real estate with high visibility, direct interstate access, established infrastructure, and significant developable acreage. Northpark Mall continues to generate substantial visitor traffic, demonstrating ongoing market draw and redevelopment potential.

Several of the tenants on the mall property rank in the top 25% of their respective chains in the state of Missouri, providing insight into what could be an improved visitor and shopping experience.



Trade area map for Northpark Mall over the last 12 months.

Northpark Mall's trade area demonstrates significant regional reach into neighboring states of Kansas and Oklahoma, positioning development opportunities to serve markets beyond Joplin city limits. Joplin's unique role in the tri-state area creates an advantage for redevelopment efforts in the Northpark Mall area, given its existing visit metrics, its accessibility to the interstate, and the lack of a true super-regional mall within at least 50 miles.

Together, the Northpark Mall and MSSU assets form a unique opportunity: a university-adjacent location with regional visibility, established infrastructure, and significant developable land that can accommodate mixed-use development at a meaningful scale.



Aerial view of Northpark Mall and MSSU with existing assets, current challenges, and connectivity opportunities.

READING THE SITE: CHALLENGES AND OPPORTUNITIES

Market Size: Joplin's strategic location at the intersection of Interstate 44 and major routes connecting Kansas, Oklahoma, and Arkansas gives it a significant market advantage. The city serves as a regional commercial hub for a four-state area, with retail sales and healthcare services that reach far beyond its population base. This positions the Missouri Southern State University campus and Northpark Mall corridor to capture expenditures from interstate visitors who already view Joplin as their primary destination for shopping, dining, and services. It is estimated that over 100,000 people from surrounding communities come to Joplin every day to work or seek services.

The Connectivity Challenge: Currently, MSSU and Northpark function as separate "islands," despite a modest trail connection linking the southwestern portion of campus to the Regal movie theater parking lot. Successful development requires intentionally designing connectivity—walkable routes, safe crossings, attractive destinations—that make movement between campus and commercial areas natural and appealing.

The Existing Mall Structure: The current building presents both constraints and opportunities. The strategy is not "tear it down and start over," but rather "build around and evolve," using the existing assets while creating new development that transforms the district's character over time.

Existing Visitor Traffic: While Northpark Mall faces the typical challenges of a regional mall in transition, Placer.ai visit data shows the property maintains consistent foot traffic, providing a foundation for redevelopment. This existing visitor activity, driven by the mall's regional draw and operational anchors like JCPenney, represents a critical mass that strategic redevelopment can leverage and amplify rather than needing to create from scratch.

Developable Land Opportunities: Significant surface parking areas and underutilized parcels represent immediate development opportunities requiring minimal disruption. These sites can accommodate student housing, mixed-use buildings, entertainment venues, and restaurants that begin transforming the area's character while existing uses continue operating.

What Joplin Needs: A Strategic Partner Beyond Planning

Traditional consulting delivers master plans. Joplin needs a strategic partner who delivers implementation. This distinction matters because the gap between vision and reality is not filled by better planning, but by active execution.

Implementation Expertise: The City of Joplin needs a team that measures success by projects built, not plans produced. Our role extends beyond recommendations into active implementation, identifying developers, facilitating negotiations, coordinating approvals, and serving as an extension of the City's economic development capacity.

Multi-Stakeholder Coordination: This project requires aligning three distinct entities with different objectives. The City seeks economic development and tax base growth. MSSU prioritizes student experience and institutional mission. Private property owners need financial returns and risk management. Successfully coordinating these interests requires intentional discussion, relationship-building, and identification of win-win scenarios that serve multiple objectives simultaneously.

Professional Market Positioning: Joplin competes for development investment with communities across Missouri, Kansas, Oklahoma, and Arkansas. To attract quality developers, the City needs marketing materials that match those of competing markets: a professional website, a compelling video, a comprehensive investment prospectus, a pitch deck, and property profiles. These are not luxuries—they are competitive necessities.

Active Developer Recruitment: Developers respond to systematic, professional outreach from communities that understand market realities. We bring established industry relationships, credibility, and a network across student housing, mixed-use, retail, hospitality, and residential sectors.

Ombudsman Services: Once you engage serious developers, they need help navigating approval processes, coordinating professional services, structuring development agreements, and facilitating negotiations among stakeholders. An experienced third party managing this complexity protects the City's interests while respecting developer timelines.

WHY THIS PARTNERSHIP DELIVERS RESULTS

Place Foundry has been part of and is currently hard at work on projects mirroring that of Joplin's Northpark Mall and the MSSU development area. Cherry Valley Crossings, a development plan the firm put together, currently in implementation mode, is the reactivation of a super-regional mall. This project has several developer prospects, not because Place Foundry wrote an excellent plan, but because the team systematically identified and engaged qualified developers with professional materials and persistent outreach.

Another project, Riverside Commons, opened its first phase last year - an Indoor Box Market and Restaurant. Phase 1 is now operating and serving customers. Place Foundry is now recruiting developers, retailers, and hoteliers for subsequent phases. The progression from planning to activation to operating businesses demonstrates implementation capability, not just planning competence.

The MSSU/Northpark opportunity is clear. The assets exist. What is required is a strategic partnership that moves from vision to construction—the work we do.

1.2: OUR APPROACH

The Place Foundry Difference

Place Foundry uses a place development strategy to plan, design, and deliver magnetic destinations that attract commerce, housing, learning, and healthy living. Unlike traditional consulting, which treats planning, marketing, and implementation as separate, sequential activities, place development integrates physical planning, economic strategy, professional marketing, and active implementation support into a unified approach from day one.

WHAT IS PLACE DEVELOPMENT?

Place development recognizes that successful communities require active cultivation, not just careful planning. The difference between a plan that gathers dust and one that attracts real investment comes down to execution: addressing market realities with recommendations based on actual developer economics, creating actionable tools that translate vision into concrete next steps, positioning opportunities through professional marketing that competes effectively for investment capital, and facilitating active implementation by connecting stakeholders and navigating the path from concept to construction.

Place development focuses on three core elements that make destinations magnetic: **community amenities** (walkability, gathering spaces, connectivity, services), **existing assets** (in Joplin's case, MSSU's institutional strength, corridor visibility, existing infrastructure), and **local identity** (authentic character that differentiates from generic development).

FOUR CORE PRINCIPLES GUIDE EVERY PROJECT

1. Data-Informed Decision-Making

Every recommendation rests on a solid analytical foundation. We research market conditions systematically rather than relying on assumptions. We engage developers directly to understand their requirements and constraints. We verify proposed land uses against demographic data, competitive analysis, and development economics rather than relying solely on wishful thinking.

For Joplin, this means a comprehensive market assessment of student housing demand, retail potential, and competitive positioning. It means GIS analysis of development constraints and opportunities. It means financial modeling that tests whether proposed scenarios are economically feasible. Moreover, it means a transparent presentation of findings so stakeholders understand both opportunities and challenges.

FOUR CORE PRINCIPLES GUIDE EVERY PROJECT CONTINUED

2. Stakeholder Engagement

Complex projects require ongoing communication with diverse stakeholders who bring different perspectives, priorities, and decision-making authority. Successful engagement means building genuine relationships, earning trust through consistent follow-through, and creating forums where productive dialogue occurs even when interests diverge.

For Joplin, this means regular coordination with City leadership, MSSU administration, and Chamber partners. It means property-owner conversations that balance individual business interests with collective vision. It means creating accessible public engagement opportunities and keeping all parties informed. Additionally, , it means facilitating difficult conversations with professionalism and diplomatic skill.

3. Adaptive Strategy

Market conditions change. Stakeholder priorities shift. New opportunities emerge unexpectedly. Rigid adherence to predetermined approaches leads to missed opportunities and irrelevant plans.

For Joplin, this means monitoring developer interest and adjusting our approach based on feedback. It means staying alert to infrastructure funding opportunities that could accelerate implementation. It means pivoting quickly when serious development prospects require an immediate response. Moreover, it means designing frameworks flexible enough to accommodate multiple development scenarios.

4. Implementation Focus

Planning is valuable only to the extent it drives action. We measure success not by the beauty of the plan document, but by whether real development occurs—whether developers invest, whether businesses open, whether the vision becomes tangible.

For Joplin, this means every planning decision considers: "Can this actually be built? Will developers invest in this? How do we make this happen?" It means creating marketing materials during the planning process, not after. It means beginning developer conversations before plan adoption. It means structuring implementation tools such as development agreement templates, incentive packages, and Year 1 action plans that make the path forward executable.

HOW THIS TRANSLATES TO RESULTS

These principles drive measurable outcomes. Cherry Valley Crossings has 8-10 active developer prospects because Place Foundry combined professional marketing with systematic outreach. Loves Park's Riverside Commons successfully opened their Indoor Box Market and Restaurant—Phase 1 complete and operating—with active recruitment underway for subsequent phases.

This is the approach we bring to Joplin: strategic thinking grounded in market realities, professional execution that competes for investment, and relentless focus on implementation that delivers results. We do not just plan places—we help build them.

1.3 Our Proven Three-Phase Methodology

Our approach organizes the 13-month engagement into three integrated phases that systematically address all five components of the RFP Scope of Work. Each phase builds toward implementation, with tasks and deliverables designed to create momentum, attract investment, and position Joplin for development success.

This methodology differentiates Place Foundry from traditional planning firms. We do not just create a master plan—we actively market opportunities, recruit developers, coordinate approvals, and facilitate agreements that move projects from concept to construction. Our engagement combines strategic planning expertise with hands-on implementation support, ensuring Joplin receives both a visionary roadmap and the practical tools to achieve it.

PHASE 1: DISCOVERY & FOUNDATION (MONTHS 1-4)

Phase 1 builds the analytical and strategic foundation through data collection, stakeholder engagement, and market assessment.

Task 1.1: Project Initiation & Governance
Establish project parameters, governance structures, and communication protocols to ensure effective coordination among City, MSSU, and Chamber partners.

KEY ACTIVITIES: Project kickoff meeting with City, MSSU, Chamber leadership; establish goals, objectives, guiding principles, governance; define communication protocols and schedules; develop stakeholder database

DELIVERABLES:
- → Project Work Plan
- → Communication Protocols
- → Stakeholder Database

Task 1.2: Policy, Regulatory & Incentive Analysis
Comprehensively review policy frameworks, regulatory structures, and incentive programs, identifying opportunities and constraints.

KEY ACTIVITIES: Review zoning and comprehensive plan; analyze incentive programs (TIF, Chapter 353, NMTC, HTC, Opportunity Zones, CDBG); review City development procedures; assess MSSU policies; benchmark against competitors

DELIVERABLES:
- → Policy & Regulatory Analysis Report
- → Incentive Programs Matrix
- → Development Process Flowchart

Task 1.3: Market Conditions Assessment
Conduct a comprehensive market analysis to identify viable development opportunities grounded in economic realities.

KEY ACTIVITIES: Commercial/residential market assessment; demographic and spending analysis; competitive analysis; developer/broker interviews; MSSU economic impact analysis; target market identification

DELIVERABLES:
- → Market Opportunity Analysis Report
- → Target Market Profiles
- → Developer Interview Summary

Task 1.4: GIS-Based Existing Conditions Inventory
Create a comprehensive GIS database documenting existing conditions, development constraints, and infrastructure capacity.

KEY ACTIVITIES: Site reconnaissance and photography; GIS database development; infrastructure mapping (water, sewer, stormwater, utilities); transportation/connectivity analysis; building conditions inventory

DELIVERABLES:
- → Existing Conditions GIS Database
- → Existing Conditions Maps
- → Photographic Inventory
- → Infrastructure Capacity Assessment

Task 1.5: Stakeholder Engagement Phase 1
Engage diverse stakeholders through multiple formats to build ownership, identify concerns, and gather input, shaping planning recommendations.

KEY ACTIVITIES: Stakeholder meetings/workshops with MSSU, property owners, Chamber, business community, healthcare, brokers, utilities, MOKAN stakeholder session; Property Owner & Business working session; early developer conversations; documentation synthesis

DELIVERABLES:
- → Stakeholder Interview Summaries
- → Focus Group Documentation
- → Stakeholder Engagement Report

Task 1.6: Development Opportunity Sites Inventory
Systematically identify and prioritize specific sites for development, assessing readiness, and creating preliminary scenarios.

KEY ACTIVITIES: Identify/prioritize 8-12 development sites; assess readiness (ownership, environmental, access, utilities, zoning); create preliminary development programs; classify into implementation tiers

DELIVERABLES:
- → Development Opportunity Sites Inventory
- → Site Assessment Matrix
- → Preliminary Development Concepts

Task 1.7: Strategic Framework Development
Synthesize Phase 1 findings into a cohesive strategic framework that guides master planning and establishes shared direction.

KEY ACTIVITIES: Synthesize data, market analysis, stakeholder input, site assessments; develop vision statement; define planning goals; establish guiding principles; outline preliminary land use strategy

DELIVERABLES:
- → Strategic Framework Document
- → Phase 1 Findings Presentation

PHASE 2: MASTER PLANNING & STRATEGY DEVELOPMENT (MONTHS 5-10)

Phase 2 develops the master plan while simultaneously creating professional marketing materials positioning Joplin competitively.

Task 2.1: Master Plan Development
Create a comprehensive master plan that addresses land use, transportation, infrastructure, economic development, and design quality.

KEY ACTIVITIES: Future Land Use Plan and zoning recommendations; Complete Streets transportation planning (street network, pedestrian/bicycle infrastructure, Safe Routes to Campus, transit, parking); infrastructure/utility coordination (water, sewer, stormwater, financing); economic development strategies; design guidelines; public workshop (Month 6); online engagement platform

DELIVERABLES:
- → Future Land Use Map
- → Land Use & Zoning Recommendations Report
- → Transportation & Complete Streets Recommendations
- → Infrastructure Coordination Plan
- → Design Guidelines & Development Standards
- → Economic Development Strategy Framework
- → Public Workshop Summary
- → Online Engagement Platform with Input Summary

Task 2.2: Draft & Final Master Plan Production
Produce a professionally designed master plan document that clearly communicates the vision with actionable implementation guidance.

KEY ACTIVITIES: Draft plan with professional design, illustrative site plans, renderings (4-6 sites); staff review and revision; Planning Commission presentation (Month 10); refinement; final plan (digital PDF, print-ready PDF, editable files); executive summary (10-15 pages); adoption presentations

DELIVERABLES:
- → Draft Master Plan Document
- → Draft Plan Review Meeting Materials
- → Final Master Plan Document (digital and print-ready PDF)
- → Executive Summary
- → Adoption Presentation Materials

Task 2.3: Dedicated Development Website

Create a professional project website serving as the primary marketing platform for development opportunities.

KEY ACTIVITIES: Design/develop dedicated website (e.g., JoplinOpportunities.com); interactive GIS property locator tool with filtering; comprehensive property profiles (6-8 priority sites) including parcel data, images, capacity analysis, utilities, incentives, demographics; mobile-responsive design; SEO optimization; analytics dashboard

DELIVERABLES:
- → Dedicated Project Website
- → Interactive GIS Property Locator Tool
- → Property Profiles
- → Website Analytics Dashboard

Task 2.4: Visual Marketing Materials
Produce professional marketing materials that

communicate opportunities compellingly and compete effectively for developer attention.

KEY ACTIVITIES: Professional project 3D model/ video; conceptual renderings (4-6 sites) illustrating character, massing, streetscape; Investment Prospectus with market analysis, MSSU impact, sites, infrastructure, incentives; Developer Pitch Deck; site tour materials package

DELIVERABLES:

- → Professional Project Video
- → Conceptual Development Renderings
- → Investment Prospectus
- → Developer Pitch Deck
- → Site Tour Materials Package

Task 2.5: Digital Marketing Campaign
Execute a comprehensive digital marketing campaign positioning Joplin's opportunity in front of qualified developers, brokers, and investors.

KEY ACTIVITIES: CoStar/LoopNet/Commercial Search listings; LinkedIn campaigns targeting developers/investors; industry publications placement; quarterly email campaigns; targeted advertising; social media (weekly content); quarterly broker meetings/tours; MOKAN coordination

DELIVERABLES:

- → Digital Marketing Strategy & Campaign Plan
- → Social Media Content Calendar
- → Quarterly Email Campaigns
- → Campaign Analytics Reports
- → Broker Engagement Strategy & Materials

Task 2.6: Economic Impact Analysis
Quantify the economic and fiscal impacts of development scenarios that demonstrate a return on public investment.
KEY ACTIVITIES: Estimate development potential by land use type; project job creation; calculate fiscal impacts (property/sales tax); model investment leverage ratios; analyze economic multipliers

DELIVERABLES:

- → Economic Impact Analysis Report
- → Development Buildout Scenarios with Fiscal Projections
- → ROI Analysis for Public Improvements

PHASE 3: IMPLEMENTATION LAUNCH & POSITIONING (MONTHS 11-12)

Phase 3 launches developer outreach and establishes implementation systems. Development deals typically require 6-12+ months from initial contact to commitment—Phase 3 establishes the foundation for results materializing post-engagement.

Task 3.1: Master Plan Adoption & Launch
Successful implementation begins with formal plan adoption and coordinated public launch signaling Joplin's readiness.

KEY ACTIVITIES: Prepare presentation materials; present to Planning Commission with adoption recommendation; present to City Council for formal adoption; coordinate MSSU Board briefing; develop Year 1 Implementation Action Plan with responsibilities/timelines; launch public campaign; coordinate media engagement

DELIVERABLES:

- → Final Master Plan Presentation to Planning Commission
- → Final Master Plan Presentation to City Council
- → MSSU Board Briefing Materials
- → Year 1 Implementation Action Plan
- → Public Launch Campaign Materials

Task 3.2: Developer Recruitment Infrastructure & Launch
Establish systems, materials, and initial outreach to drive developer recruitment over 6-12 months following adoption.

KEY ACTIVITIES: Develop qualification criteria and target lists (15-30 candidates across retail, restaurant, hotel, multifamily, student housing, master developers); prepare outreach materials; launch initial systematic outreach; coordinate 2-3 site tours; establish pipeline tracking system; initiate broker engagement (10-15 contacts); present at industry events if timing aligns

IMPORTANT: Developer recruitment takes 6-12+ months. Projects require 18-24 months from first conversation to commitment. Phase 3 launches outreach; meaningful traction (due diligence, LOI discussions) occurs months 14-24. Continued support beyond Month 12 is necessary to convert interest into commitments.

DELIVERABLES:

- → Developer Qualification Criteria & Target List
- → Developer Outreach Materials
- → Initial Developer Contact Log
- → Developer Pipeline Report
- → Site Tour Coordination Materials
- → Broker Target List & Initial Contact Summary

Task 3.3: Incentive Framework & Deal Structure Support
Establish standardized incentive tools and financial models to facilitate development as prospects advance.

KEY ACTIVITIES: Develop incentive package templates by development type; create financial pro forma models; prepare developer-friendly program guides (TIF, Chapter 353, NMTC, HTC, Opportunity Zones, CDBG); conduct project-specific analyses (3-5 scenarios); coordinate with City staff/legal counsel

DELIVERABLES:
- → Incentive Package Templates by Development Type
- → Financial Pro Forma Models
- → Developer-Friendly Incentive Program Guides
- → Project-Specific Incentive Analyses

Task 3.4: Ombudsman Services - Plan Review & Permitting
Serve as a single point of contact, helping developers navigate approvals, coordinate services, and troubleshoot obstacles.

KEY ACTIVITIES: Single point of contact for City processes; coordinate pre-application meetings (developers, City, MSSU); facilitate expedited review for priority projects; coordinate technical studies; connect developers with local consultants; troubleshoot issues; monitor status

DELIVERABLES:
- → Developer Process Navigation Support (ongoing)
- → Pre-Application Meeting Coordination
- → Permit Tracking & Status Reports
- → Process Improvement Recommendations

Task 3.5: Ombudsman Services - Development Agreements & Legal Coordination
Facilitate complex negotiations and coordinate legal services for agreements, incentive structures, and multi-party partnerships.

KEY ACTIVITIES: Coordinate legal services (development agreements, incentive agreements, annexation agreements, City-MSSU cooperatives, MOUs, easements); facilitate term sheets, due diligence, drafting with City Attorney; connect developers to local attorneys; coordinate between all counsel; mediate negotiations on terms, costs, incentives, phasing; support advocacy at governing bodies; provide deal structuring (modeling, pro formas, ROI, risk allocation, timelines)

DELIVERABLES:
- → Development Agreement Templates
- → Negotiation Support & Facilitation
- → Partnership Agreement Coordination
- → Deal Structure Recommendations

Task 3.6: Implementation Transition & Continuation Planning
Position City to sustain implementation momentum beyond the 12-month engagement.

KEY ACTIVITIES: Document all contacts/ conversations/status; transfer systems to City staff; identify months 14-18 priorities; assess continued Place Foundry support needs; provide continuation agreement recommendations

DELIVERABLES:
- → Developer Pipeline Status Report
- → Implementation Transition Documentation
- → Months 13-18 Priority Action Plan
- → Optional Continuation Agreement Proposal

Realistic Phase 3 Outcomes:
- → Master plan adopted, MSSU endorsed
- → Marketing was deployed and promoted
- → Outreach completed (25-30 candidates)
- → 2-3 site tours conducted
- → 3-5 developers expressing preliminary interest
- → Broker network engaged
- → Systems operational
- → Foundation for a 6-12 month push

Phase 3 Does NOT Guarantee:
- → Signed agreements (take 12-18+ months)
- → Active due diligence (builds months 14-24)
- → Financing commitments (premature at month 12)

Continuation Recommended: 6-12 months continuation focusing on developer cultivation, ombudsperson services, marketing, and deal facilitation—delivering ribbon-cuttings. Proposal provided in Month 12.

CONTINUOUS: PROJECT MANAGEMENT & COMMUNICATION

Task 4.1: Project Management
Provide comprehensive project management, ensuring coordination, quality control, and accountability throughout 13 months.

KEY ACTIVITIES: Overall project coordination and team leadership; quality control and deliverable review; schedule management and milestone tracking; budget monitoring; issue identification and resolution.

DELIVERABLES:

→ Ongoing Project Coordination Throughout 13 Months

Task 4.2: Regular Communication & Progress Updates
Maintain transparent, consistent communication to ensure all stakeholders remain informed and engaged.

KEY ACTIVITIES: Monthly virtual progress meetings (12 meetings) with comprehensive reports, milestone reviews, issue resolution; minimum 10 in-person meetings strategically distributed—Phase 1 (3 meetings), Phase 2 (4 meetings), Phase 3 (3 meetings) for kickoff, workshops, presentations, tours, governing bodies; same-day response for time-sensitive opportunities; 24-hour response for routine questions; quarterly leadership presentations to City Manager, MSSU President, Chamber

DELIVERABLES:

→ Monthly Progress Reports
→ Monthly Virtual Update Meetings (12 meetings)
→ In-Person Stakeholder Meetings (minimum 10)
→ Quarterly Summary Presentations

SECTION 2

Qualifications



2.1: Company Profile

Firm Information
Place Foundry PLLC
1700 N. Alpine Road, Suite 101
Rockford, Illinois 61107
Phone: (779) 901-0244
Email: dsidney@theplacefoundry.com
Website: theplacefoundry.com

Year Established and Incorporation
Place Foundry was founded by David Sidney in 2021 and operates as a Professional Limited Liability Company (PLLC) incorporated in the State of Illinois, United States. The firm has operated continuously under the Place Foundry name since its founding, with no prior firm names, mergers, acquisitions, or restructuring.

Ownership Structure
Place Foundry is comprised of two operating entities: Place Foundry PLLC and Place Foundry Design PLLC. Place Foundry is led by two Managing Principals: David A. Sidney (Place Foundry PLLC) and Joe Anderson (Place Foundry Design PLLC). Place Foundry maintains no corporate affiliations that would create conflicts of interest or divided loyalties in serving municipal clients.

Place Foundry PLLC does not currently hold specific licensure in Missouri. However, our team includes licensed professionals (Professional Engineers, Certified Floodplain Managers) whose credentials are recognized across state lines, and our work complies with all applicable Missouri statutes and regulations governing planning and economic development consulting services.

Project Office and Project Manager
All work for the City of Joplin will be performed from our Rockford, Illinois office located at 1700 N. Alpine Road, Suite 101, Rockford, IL 61107.

Project Manager Contact Information:
Mark Schaer, Project Manager
Place Foundry PLLC
1700 N. Alpine Road, Suite 101
Rockford, Illinois 61107
Phone: 815-494-8799
Email: mschaer@theplacefoundry.com

Mark will serve as the primary day-to-day contact for the City of Joplin throughout the engagement, managing project coordination, schedule adherence, deliverable production, and responsive communication with City staff, MSSU representatives, and project stakeholders.

About Place Foundry
Place Foundry is a professional planning and economic development consulting firm specializing in vertically integrated place development—the simultaneous coordination of planning, civil engineering, architecture, and development strategy from day one. Unlike traditional, fragmented consulting, where planners, engineers, and architects work sequentially with costly handoffs and surprises, we bring all disciplines together throughout every project phase.

Our Vertically Integrated Model
Place Foundry operates through two integrated studios that work collaboratively from project inception:

PLANNING & DEVELOPMENT STUDIO provides comprehensive planning, economic development strategy, civil engineering, market analysis, developer recruitment, and implementation facilitation. This studio combines three practice areas: Planning + Urban Design (comprehensive plans, corridor studies, master plans), Development Strategy (market analysis, developer recruitment, implementation), and Civil Engineering (infrastructure feasibility, Complete Streets, site engineering). The Planning & Development Studio leads the Joplin engagement.

DESIGN & ARCHITECTURE STUDIO provides architecture, landscape design, and design feasibility services. This studio ensures development concepts are architecturally sound, financially feasible, and constructible.

SHARED SERVICES provides branding, marketing, operations, and finance support across both studios, ensuring consistent quality and professional presentation.

Why Integration Matters for Joplin
Traditional fragmented consulting creates predictable problems: planners create visions that engineers later discover won't work, infrastructure surprises blow budgets, and development scenarios prove financially infeasible only after months of planning—the result: 10-20% implementation rates and shelf plans.

Our integrated approach eliminates these problems. When Place Foundry creates the Joplin master plan, our civil engineer confirms infrastructure capacity, our development strategist validates market feasibility, and our planner ensures regulatory compliance—all simultaneously. No handoffs. No surprises. No late-stage failures.

This integration delivers 90%+ implementation rates, 30% cost savings compared to fragmented approaches, and an average 14-month timeline from plan adoption to groundbreaking. For Joplin, this means the MSSU/Northpark master plan will be feasible, fundable, and implementable—not aspirational.

Our Practice Focus
We work primarily with municipalities, property owners, and developers on mixed-use development, downtown revitalization, corridor planning, and economic development strategy. Our current portfolio demonstrates implementation success: Cherry Valley Crossings (8-10 active developer prospects through systematic recruitment), Loves Park Riverside Commons (Phase 1 operating—Indoor Box Market and Restaurant serving customers), Village of Roscoe (I-90 corridor planning), City of Danville (comprehensive plan), and Marquette County, Wisconsin (comprehensive plan refresh underway).

This work demonstrates our capability across the full spectrum of services required for Joplin: master planning, market analysis, GIS mapping, professional marketing, developer recruitment, ombudsperson services, infrastructure coordination, and implementation facilitation—all delivered through our integrated model that eliminates fragmentation and drives results.

2.2: Organizational Structure

FIRM ORGANIZATIONAL STRUCTURE

Place Foundry operates through a two-studio integrated model designed to eliminate the fragmentation typical of traditional consulting.

The **Planning & Development Studio** (led by David A. Sidney, Managing Principal) provides comprehensive planning, economic development strategy, civil engineering, market analysis, and implementation facilitation. The **Design & Architecture Studio** (led by Joe Anderson, Managing Principal) provides architecture, landscape design, and design feasibility services.

Shared Services provides branding, marketing, operations, and finance support across both studios.

This structure enables vertically integrated service delivery—where all disciplines work simultaneously from project inception—eliminating the sequential handoffs that cause delays, cost overruns, and implementation failures in traditional consulting models.

PROJECT TEAM ORGANIZATION FOR JOPLIN

The Planning & Development Studio will lead the Joplin engagement with support from Shared Services. Our structure follows Place Foundry's project leadership model: projects are led by the team member with the most relevant expertise, with all members collaborating throughout every phase.

David A. Sidney, Managing Principal, provides strategic oversight, quality assurance, and client success leadership. David coordinates with City and MSSU leadership, facilitates key stakeholder engagement, and provides final review of all deliverables.

Mark Schaer, Place Strategist, serves as Project Manager and leads the Joplin engagement. This project falls directly within Mark's practice area: district/corridor plans, development feasibility, economic development, and implementation strategies. Mark manages day-to-day coordination, serves as the primary City contact, leads master planning work, coordinates developer recruitment, and ensures deliverables meet schedule and quality standards.

Jeff Macke, PE, CFM, Director of Civil Engineering, provides infrastructure and technical coordination, confirming infrastructure capacity, providing input on Complete Streets planning, coordinating utility planning with City departments, and ensuring master plan recommendations are technically feasible.

Shawn Ager, Place Analyst, delivers data analysis and GIS work, conducting market analysis, creating all mapping and spatial analysis, developing data visualizations, and supporting stakeholder engagement with data-driven insights.

Michelle Sidney, Creative Director, leads all visual design and marketing deliverables, including creating the project website, producing marketing materials (video, renderings, prospectus), and designing the master plan document layout.

Integrated Collaboration: Mark leads planning and strategy, coordinating with Jeff on infrastructure and with Shawn on market analysis. All team members contribute specialized expertise simultaneously throughout every phase—not sequentially. When we develop land-use recommendations, Jeff confirms the infrastructure capacity. When we create development scenarios, Shawn validates market feasibility. No handoffs. No surprises.

COMMUNICATION AND QUALITY CONTROL

Mark Schaer serves as the primary contact for day-to-day coordination, managing monthly virtual updates, a minimum of 10 in-person meetings, and providing 24-hour response times. David Sidney provides executive-level coordination with City leadership and quarterly presentations to governing bodies.

David provides a final review of all deliverables before City submission, ensuring quality standards and alignment with objectives. Mark manages multi-stage review processes with tracked revisions and complete documentation.

Team Commitment: All proposed team members are committed to the full 13-month engagement. If personnel changes become necessary, the City will be notified and must approve replacements. David Sidney and Mark Schaer guarantee their personal involvement throughout the project.

2.3 Key Staff Resumes





DAVID A. SIDNEY

MANAGING PRINCIPAL | PLANNING & DEVELOPMENT STUDIO

David brings over 18 years of experience transforming downtown visions into reality through his work in urban planning and community development. His proven track record includes successful downtown initiatives in communities like Roscoe and Cherry Valley, where he helped preserve historic character while fostering economic growth. David's background in private sector consulting, municipal planning, and non-profit leadership ensures recommendations balance ambition with achievability.

AREAS OF EXPERTISE

Strategic Planning

- Innovation Ecosystem Mapping
- Outcomes and Goal Setting
- Benefit/Cost Analysis
- Comprehensive Plan Updates

Community Engagement

- Public participation process
- Broad engagement through in-person and online events

Development/ Redevelopment

- Development Pro forma Creation and Analysis
- Development strategic planning
- Development coordination
- Market Analysis
- Retail Analysis
- Project Management

RELEVANT PROJECT EXPERIENCE

- Downtown Roscoe Master Plan, Village of Roscoe, IL
- Downtown Rockford Strategic Action Plan, Rockford, IL, City of Rockford*
- Danville 2050 Comprehensive Plan, Danville, IL, City of Danville
- City of Rockford 2020 Implementation Plan, Rockford, IL, City of Rockford*
- Cherry Valley Crossings, Cherry Valley, IL, Village of Cherry Valley
- Riverside Commons Placemaking Blueprint, Loves Park & Machesney Park, IL, The Parks Chamber of Commerce
- South Avon Development, Rockford, IL, Rockford Housing Development Corporation
- Prairie Hill Development, Rockford, IL, CMM Associates
- Brewhouse District, Rockford, IL, K&K Associates
- Prairie Street Brewhouse Development Plan, Rockford, IL, K&K Associates*
- Miracle Mile Mixed Use Infill Development Plan, Rockford, IL, Miracle Mile Business District Association*
- Winnebago County Unified Development Plan and Ordinance, Winnebago County, IL, County of Winnebago*
- Adaptive Reuse Study, Sterling, IL, City of Sterling*

**Projects completed before working with Place Foundry*

EDUCATION

- Bachelor of Urban & Regional Planning, University of Illinois at Urbana-Champaign (2005)
- Master of Urban Planning, University of Illinois at Urbana-Champaign (2006)



MARK SCHAER

PLACE STRATEGIST

Mark is a Place Strategist for Place Foundry. He plays a crucial role in moving our client visions forward to ground-breaking and ribbon cutting ceremonies. With a background in housing development and site selection, Mark ensures our market analysis, master plans, and design become a reality. Mark is currently assisting our private property owners/developers and municipal clients in retail recruitment, housing developer engagement, and funding strategies.

AREAS OF EXPERTISE

Real Estate Analysis & Financial Modeling

- Market research and demographic trend analysis
- Development underwriting and pro forma creation
- Rent setting, tax analysis, and cap rate evaluation

Development Strategy & Site Selection

- Strategic planning for multifamily and mixed-use projects
- Site feasibility studies and acquisition sourcing
- Coordination of market strategy across multiple states

Project Coordination & Due Diligence

- Managing documentation for large-scale transactions
- Pipeline reporting and investment committee presentations
- Collaboration with cross-functional teams for project execution

RELEVANT PROJECT EXPERIENCE

- Cherry Valley Crossings District Plan | Market Analysis, Retailer Recruitment, and Developer Engagement Strategy
- Riverside Commons | Market Analysis, Retailer Recruitment, and Developer Engagement Strategy
- I-90 & Rockton Road Corridor | Market Analysis and Developer Engagement Strategy

EDUCATION

- MBA, Real Estate Specialization – University of Wisconsin-Madison
- BS, Marketing; Minor in Public Relations – University of Illinois at Urbana-Champaign

TECHNICAL SKILLS

Financial Modeling & Research: Microsoft Excel, LandVision, CoStar, LoopNet, Crexi, Placer.ai, ArcGIS

Visualization: Adobe Creative Suite, Sketchup

Office Applications: Microsoft Office 365 Suite



SHAWN AGER

PLACE ANALYST

Shawn is a Place Analyst who plays a crucial role at Place Foundry focusing on data-informed analysis and research that enhances growth, urban form, accessibility, and livability. Since 2024, Shawn has practiced geographical information systems (GIS), market analysis, and community engagement support. He brings fresh analytical perspectives combined with practical experience in municipal planning, having worked with the City of Janesville on water and forestry planning studies, and currently helping the Village of Roscoe, Illinois economic development strategy for I-90 and Rockton Road.

AREAS OF EXPERTISE

Geographical Information Systems (GIS)

- Collecting, managing, analyzing, and modeling geographic/ spatial data
- Maps and graphs creation using ArcGIS Pro and ArcGIS Online
- Build, analyze, and update databases for municipal planning

Market Analysis & Economic Geography

- Demographic and economic data analysis
- Market research methodologies and trend identification
- Economic development opportunity assessment

Community Engagement Support

- Public workshop facilitation and coordination
- Educational outreach and presentation development
- Visual communication and graphic design for public engagement

RELEVANT PROJECT EXPERIENCE

- City of Danville, Illinos 2050 Comprehensive Plan | Market Analysis and Data Visualization
- Rockford Park District Sports Facilities | Market Analysis and Master Planning
- University of Wisconsin Whitewater Housing and Campus Planning Support*

**Projects completed before working with Place Foundry*

EDUCATION

- Bachelor's Degree in Geography with Emphasis in Geology, University of Wisconsin Whitewater (2025)
- Spanish Minor and GIS Certificate

TECHNICAL SKILLS

GIS Software: ArcGIS Pro, ArcGIS Online, Story Maps, Sketchup
Programming: R Statistical Programming
Office Applications: Microsoft Office Suite
Languages: Spanish (conversational)
Specialized: Topology management, database development, demographic analysis, market research tools



JEFF MACKE, PE, CFM

DIRECTOR OF CIVIL ENGINEERING

As Director of Civil Engineering with Place Foundry, Jeff leads infrastructure planning and technical analysis for urban development initiatives. He brings 14 years of engineering and project management expertise to Place Foundry's planning and development portfolio. His current projects include the City of Danville Comprehensive Plan and Roscoe Economic Development Strategy. Previously, he led significant regional initiatives like the Rockford Stormwater Master Plan and Cedar Rapids Flood Control System.

AREAS OF EXPERTISE

Infrastructure Planning

- → Stormwater Management
- → Flood Mitigation Analysis
- → Green Infrastructure Design
- → Municipal Infrastructure Planning
- → Development Impact Studies

Technical Analysis

- → Hydrologic/Hydraulic Modeling
- → Infrastructure Assessment
- → Cost-Benefit Analysis

Technical Analysis Cont

- → Grant Application Development
- → Regulatory Compliance

Project Management

- → Client Relations
- → Public Engagement
- → Municipal Coordination
- → Construction Administration
- → Project Documentation

RELEVANT PROJECT EXPERIENCE

- → Danville 2050 Comprehensive Plan, City of Danville
- → I-90 & Rockton Road Corridor Development Feasibility Study Village of Roscoe, IL
- → Cedar Rapids E Ave Basin, Cedar Rapids IA, Lead design of 40 acre-foot flood mitigation basin*
- → Rockford Park District Levings Lake Stormwater Wetland Design, Rockford IL, Rockford Park District*
- → Washington Stormwater Master Plan, City of Washington, IL*
- → Freeport Stormwater Master Plan, Freeport IL, City of Freeport*
- → Nevada IA Green Infrastructure Design, Nevada IA, City of Nevada*
- → Keith Creek Flood Study, Rockford IL, City of Rockford*
- → Rockford Stormwater Master Plan, Rockford IL, City of Rockford*

**Projects completed before working with Place Foundry*

EDUCATION

- → Bachelor of Science in Civil Engineering, Valparaiso University (2009)

PROFESSIONAL REGISTRATIONS

- → Professional Engineer (PE)
- → Certified Floodplain Manager (CFM)



MICHELLE SIDNEY

CREATIVE DIRECTOR

Michelle will develop engagement and communication materials that make technical concepts accessible to community members. Her expertise in visual storytelling will ensure the plan's identity elements resonate with corridor communities. Michelle will create materials that build understanding and support throughout the planning process.

AREAS OF EXPERTISE

Design

- Adobe Creative Suite Expert
- Web Design
- Print Design & Production
- Photography & Visual Documentation
- Typography & Brand Standards
- Presentation Design (PowerPoint, branded templates)
- Marketing Collateral Development

Marketing

- Social Media Strategy & Content Creation
- Newsletter Development & Distribution
- Email Marketing & Campaigns

Visual Storytelling

- Place Identity & Branding
- Signage & Wayfinding Design
- Infographic Design & Data Visualization

RELEVANT PROJECT EXPERIENCE

- Downtown Roscoe Master Plan, Village of Roscoe IL
- Cherry Valley Crossings, Village of Cherry Valley, IL
- Riverside Commons Blueprint, Rockford IL, The Parks Chamber of Commerce
- South Avon Development, Rockford, IL, Rockford Housing Development Corporation
- Prairie Hill Development, Rockford, IL, CMM Associates
- Fairchild and Vermilion Corridor Development Feasibility Study, City of Danville, IL
- Lynch Road Corridor Development Feasibility Study, City of Danville IL

EDUCATION

- Bachelor of Science (Fine Arts, Graphic Design, Marketing), Bradley University

2.4 Experience & Qualifications

Place Foundry brings nearly two decades of comprehensive planning experience, established developer networks across multiple real estate sectors, and a track record of turning communities' visions into operating businesses. Our current portfolio demonstrates capability across the full spectrum of services required for the Joplin engagement.

MUNICIPAL KNOWLEDGE AND EXPERIENCE

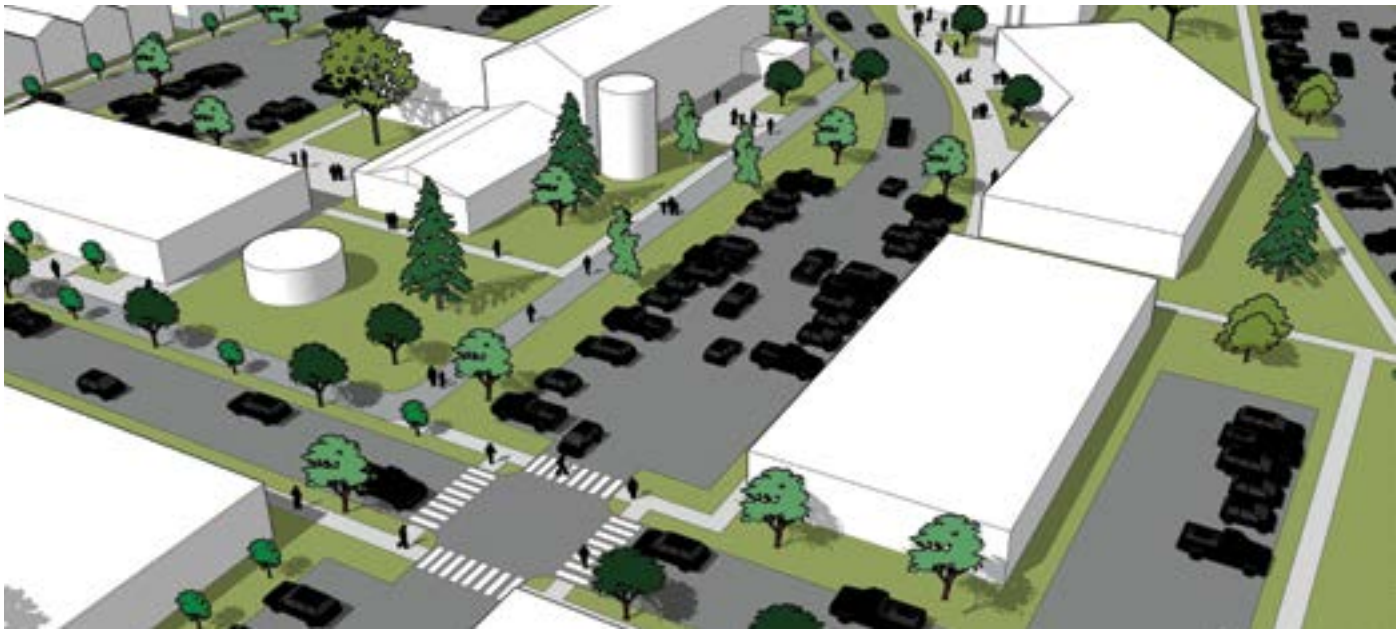
We specialize in working with small and mid-sized municipalities, university partners, and regional organizations on mixed-use development, downtown revitalization, corridor planning, and economic development strategy. Our approach emphasizes integration—combining planning, civil engineering, market analysis, professional marketing, and active implementation support into unified service delivery.

This integrated model distinguishes us from traditional, fragmented consulting, where planners, engineers, and architects work sequentially, with costly handoffs and surprises. When Place Foundry creates a master plan, our civil engineer confirms infrastructure capacity, our development strategist validates market feasibility, and our planner ensures regulatory compliance—all simultaneously.

RELEVANT PROJECT EXPERIENCE

The following five projects demonstrate our qualifications for the Joplin engagement:

Cherry Valley Crossings



Cherry Valley, Illinois
Timeline: 2023-2024
Status: Completed

Client Reference
Jim E. Claeyssen
Village Administrator
Village of Cherry Valley
806 E State St A
Cherry Valley, IL 61016

PROJECT OVERVIEW

Developed a transformative vision plan for Cherry Valley's I-39/CherryVale Mall corridor, focusing on two key areas: The District and Swanson Farms. The plan reimagines the corridor as a regional hub for commerce, entrepreneurship, and outdoor recreation while building upon existing retail strengths.

CHALLENGE & APPROACH

The project aimed to create a comprehensive vision for introducing new mixed-use development, recreational amenities, and housing options to transform the area into a vibrant 24/7 neighborhood. Our approach included thorough market analysis, design guidelines, and implementation strategies tailored to the corridor's unique characteristics.

KEY SERVICES PROVIDED

- → Comprehensive market and demographic analysis
- → Development of detailed phasing strategies
- → Creation of implementation frameworks
- → Design guidelines and standards
- → Public space and connectivity planning
- → Economic development strategy
- → Detailed cost/ benefit analysis



Riverside Commons



Loves Park, Illinois
Timeline: August 2022 - Present
Status: Phase 1 Planning Completed, Phase 2 Implementation Ongoing

Client Reference
Nathan Bruck
City of Loves Park, Illinois
100 Heart Boulevard
Loves Park, Illinois 61111
Phone: 815-654-5033

PROJECT OVERVIEW

Providing placemaking consulting services to The Parks Chamber of Commerce, the joint chamber for Loves Park and Machesney Park, IL. The project is part of "Placemaking in the Parks," a five-year strategy focused on creating magnetic destinations across six distinct districts in these communities.

CHALLENGE & APPROACH

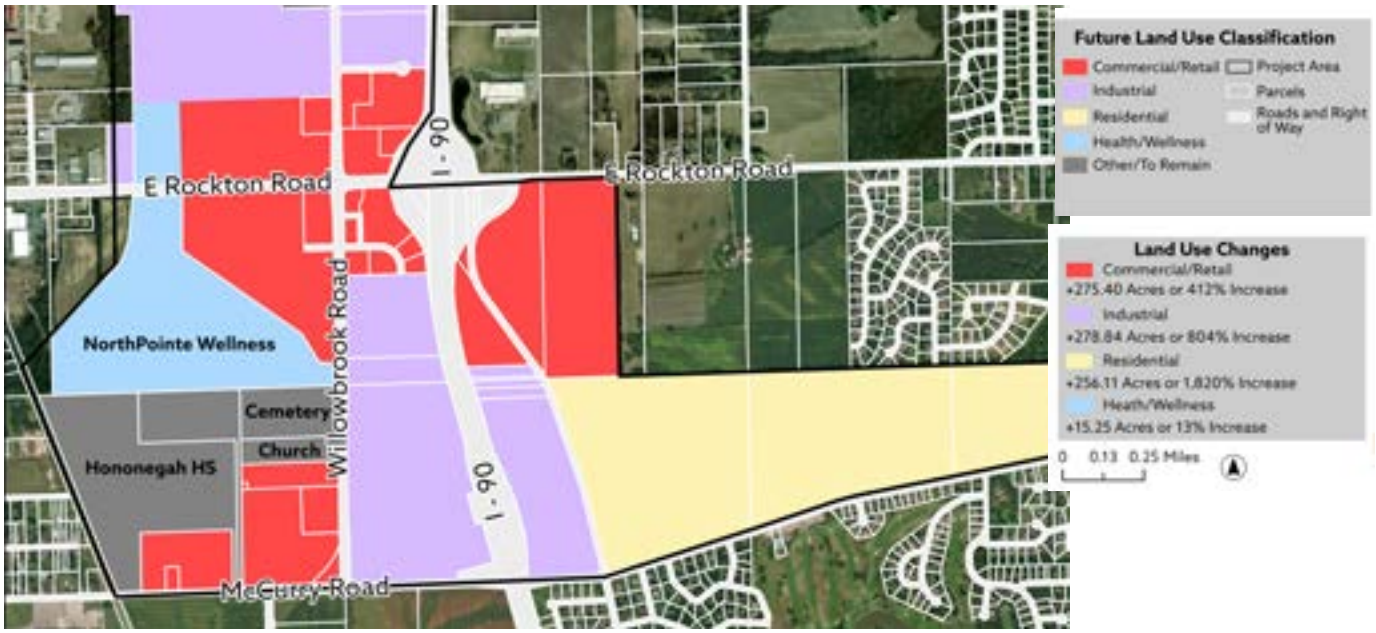
The project focuses on challenging prevailing trends of single-use development and enhancing pedestrian and transit-oriented experiences in these suburban, automobile-oriented communities. The Riverside Commons Blueprint, completed in April 2023, serves as the first district plan within the broader five-year strategy.

KEY SERVICES PROVIDED

- → Marketplace research to identify key consumer trends and demand for future retail attraction
- → Integration of marketplace findings with demographic and policy conditions
- → Development of multiple land use scenarios with visualizations
- → Cost estimates and potential funding strategies
- → Stakeholder engagement with property owners, business leaders, and officials
- → Convening of the Box Market Implementation Work Group for plan execution



I-90 & Rockton Road Corridor



Village of Roscoe, Illinois
Timeline: 2024-2025
Status:

Client Reference
Carol Gustafson,
Village President
Village of Roscoe
10631 Main Street
Roscoe, IL 61073

PROJECT OVERVIEW

The Village of Roscoe seeks to transform the Rockton Road corridor from a pass-through stop into a regional destination. Positioned at the I-90 interchange, the corridor offers exceptional accessibility and untapped economic potential. This initiative leverages strong demographics, high traffic volumes, and recent infrastructure improvements to attract investment and create a vibrant mixed-use environment.

CHALLENGE & APPROACH

The corridor currently functions as a brief stop for interstate travelers, missing opportunities to capture visitor spending and provide local employment. Apply a placemaking strategy that integrates market analysis, land use planning, and community engagement to create a destination that serves travelers, residents, and regional visitors. Recommendations focus on mixed-use development, infrastructure readiness, and strategic partnerships

KEY SERVICES PROVIDED

- → Marketplace research to identify key consumer trends and demand for future retail attraction
- → Integration of marketplace findings with demographic and policy conditions
- → Development of multiple land use scenarios with visualizations
- → Land Use Development Strategy
- → Economic Development Strategy
- → Cost estimates and potential funding strategies
- → Stakeholder engagement with property owners, business leaders, and officials

Lynch Road Corridor

Danville, Illinois
Timeline: December 2023 to April 2024
Status: Completed

Client Reference
Logan Cronk
Community Development Administrator
City of Danville, Illinois
217-431-2286
lcronk@cityofdanville.org



PROJECT OVERVIEW

In December 2023, the City of Danville engaged Place Foundry to develop a comprehensive Place Map report for the 21.3-acre Lynch Road Site along I-74. This strategic planning initiative established a clear vision for transforming primarily agricultural land into a distinctive commercial destination. Through rigorous market analysis, urban design best practices, and placemaking principles, the report identified the site's significant potential to become a commercial anchor that enhances quality of life and stimulates economic growth.

CHALLENGE & APPROACH

The Lynch Road Site presented both opportunity and complexity—while its strategic corridor location attracted over 650,000 visits in 2023, the project required careful consideration of environmental vulnerabilities including flood and heat risks, local socioeconomic factors, and the need to create meaningful community connections. Place Foundry conducted extensive demographic research, environmental risk assessment, and market analysis to inform a resilient development strategy that balanced commercial viability with community benefit through a thoughtful mix of attractions, lodging, and green spaces.

KEY SERVICES PROVIDED

- → Market and demographic analysis to establish the site's commercial potential and target audience
- → Urban design and placemaking recommendations emphasizing human-scale design, accessibility, and open space amenities
- → Economic feasibility studies examining multiple redevelopment scenarios with projected 11-13% internal rates of return
- → Infrastructure improvement and entitlement strategies identifying implementation pathways for both municipal investment and private development

Avon Development



Rockford, Illinois
Timeline:
Phase 1 Development Analysis, Planning and Entitlements:
April 2022 - August 2023

Phase 2 Development Coordination:
September 2023 - Present

Status: Phase 2 In Progress

Client Reference
Jerry Lumpkins, Board President
Rockford Housing Development Corporation
3400 North Rockton Avenue
Rockford, Illinois 61103
Phone: 312-371-5039

PROJECT OVERVIEW

Beginning in 2022, Place Foundry partnered with the Rockford Housing Development Corporation (RHDC) on the South Avon Development — a 15-acre mixed-use project in southwest Rockford featuring affordable housing, an early education center, urban agriculture facilities, and commercial space. The development stems from the One Rockford Initiative, a community-driven effort to spur reinvestment in the area, and secured a Planned Unit Development zoning approval from the City of Rockford in August 2023.

CHALLENGE & APPROACH

The central challenge was translating a community-informed vision into a financially viable, implementable development plan. Place Foundry conducted marketplace research to identify retail demand trends, performed infrastructure and policy due diligence, and integrated those findings with demographic analysis to produce multiple development scenarios for RHDC's consideration. Robust community engagement — convening residents, business leaders, and elected officials — ensured the plan reflected stakeholder input. The result is a comprehensive development plan with schematic design and cost analyses positioned to guide municipal approval and construction.

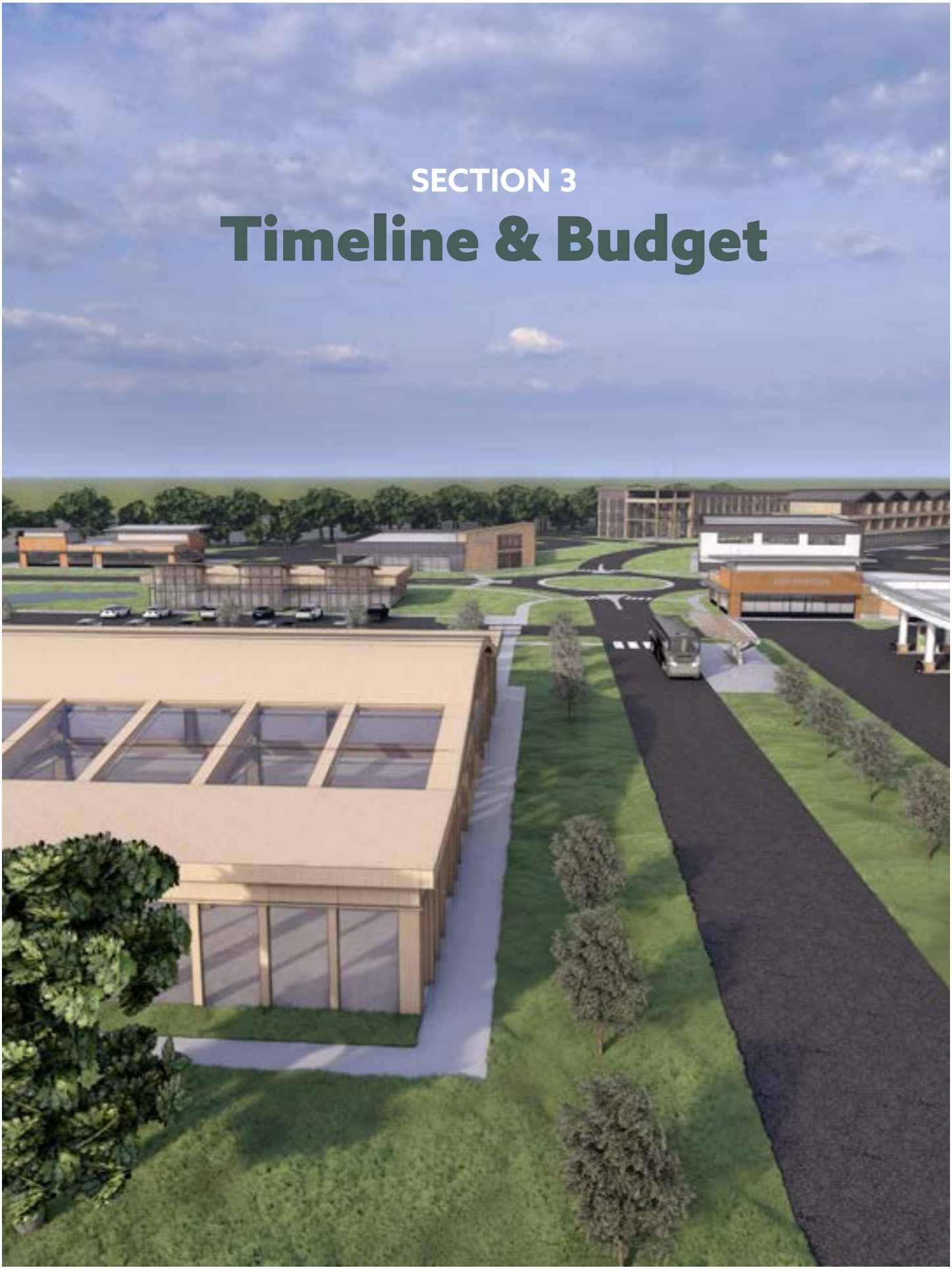


KEY SERVICES PROVIDED

- → Highest and Best Use Development Analysis
- → Land-use, zoning, and pro forma analysis
- → 2D and 3D schematic design
- → Stakeholder engagement, public participation, and website creation
- → Energy efficiency and sustainable development
- → LIHTC and CPACE financing

SECTION 3

Timeline & Budget



3.1: Timeline to Complete Study

PROJECT DURATION: APRIL 2026 - APRIL 2027

The timeline below provides an overall framework to complete each phase outlined in our proposed methodology. We are committed to the City's Spring 2027 completion target and ready to devote the proposed personnel and resources for the entire engagement. Should the City favor our approach, we will refine this schedule during contract finalization to ensure optimal coordination with City, MSSU, and Chamber calendars.

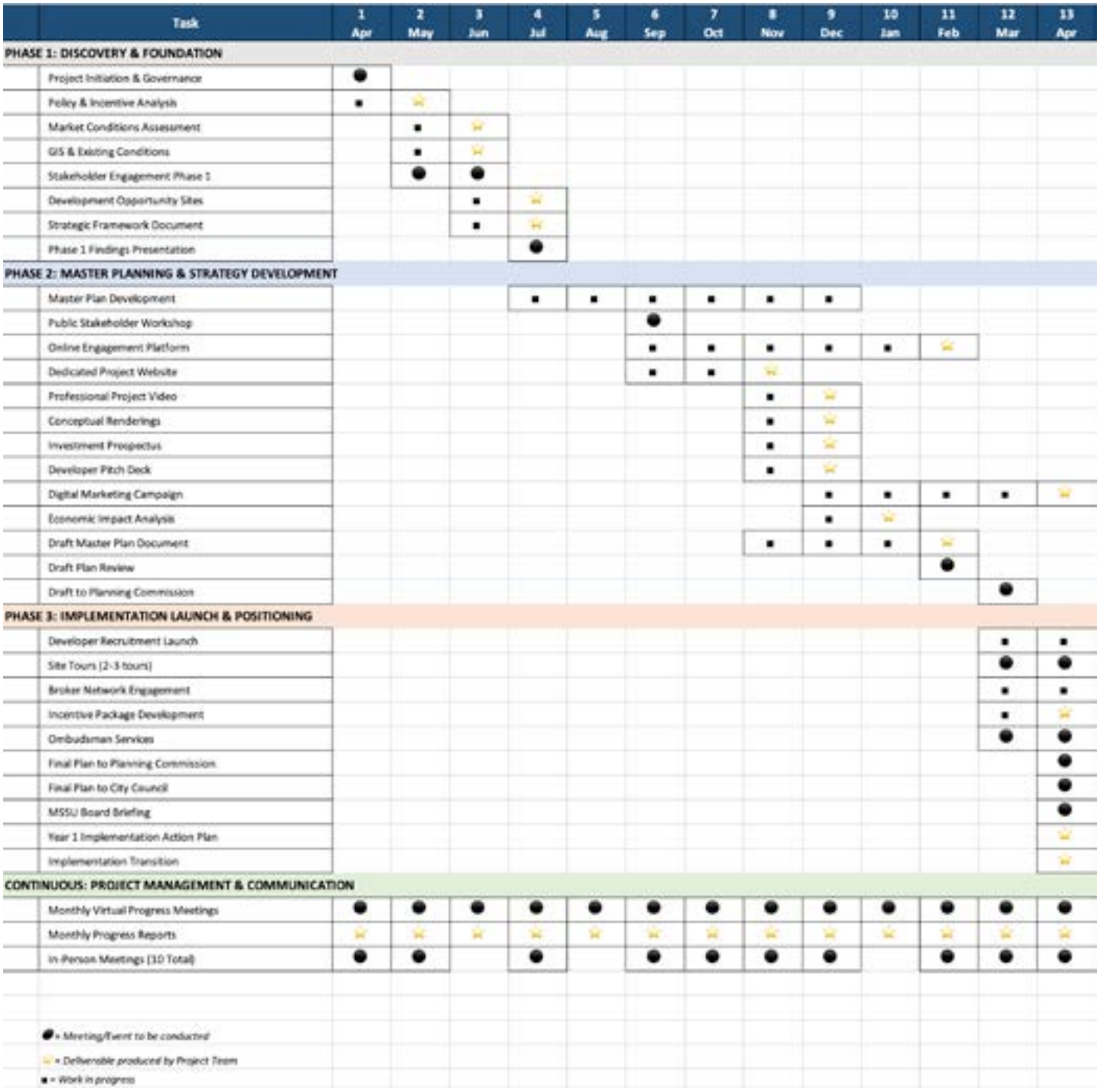
Overall Schedule:

- → **Phase 1: Discovery & Foundation** (Months 1-4: April-July 2026)
- → **Phase 2: Master Planning & Strategy Development** (Months 5-10: August 2026-January 2027)
- → **Phase 3: Activation & Implementation Support** (Months 11-13: February-April 2027)

Stakeholder Touchpoints

Throughout the 12-month engagement, Place Foundry will maintain regular communication through multiple channels:

- → **In-Person Meetings:** Minimum 10 meetings strategically scheduled for key milestones, stakeholder workshops, and governing body presentations
- → **Virtual Meetings:** 12 monthly progress update meetings (one per month)
- → **Ongoing Communication:** Same-day response for time-sensitive opportunities, 24-hour response for routine questions, unlimited coordination calls



3.2: Cost of Proposal

We propose a not-to-exceed amount of **$139,500** for the City of Joplin Economic Development Services assignment, including all professional fees and project expenses. If the City favors our basic approach, we are willing to work with City staff to amend our Scope of Work as necessary to meet budgetary constraints.

Phase	Cost
Phase 1: Discovery & Foundation	$33,700
Phase 2: Master Planning & Strategy Development	$54,000
Phase 3: Implementation Launch & Positioning	$24,975
Project Management & Communication (All Phases)	$12,150
Subtotal - Professional Fees	$124,800
Travel & Direct Expenses	$14,700
Total Not-to-Exceed Amount	**$139,500**

What's Not Included

- → Specialized traffic engineering studies requiring engineering subconsultants (intersection analysis, capacity modeling, traffic counts)
- → environmental field surveys or Phase I/II environmental assessments
- → utility infrastructure capacity engineering requiring detailed hydraulic modeling
- → additional in-person meetings beyond the 10 included
- → printing costs for large-format plan documents (we provide print-ready PDFs),
- → additional grant applications beyond the initial scope
- → major plan rewrites if City direction changes substantially post-adoption, requiring new analysis.

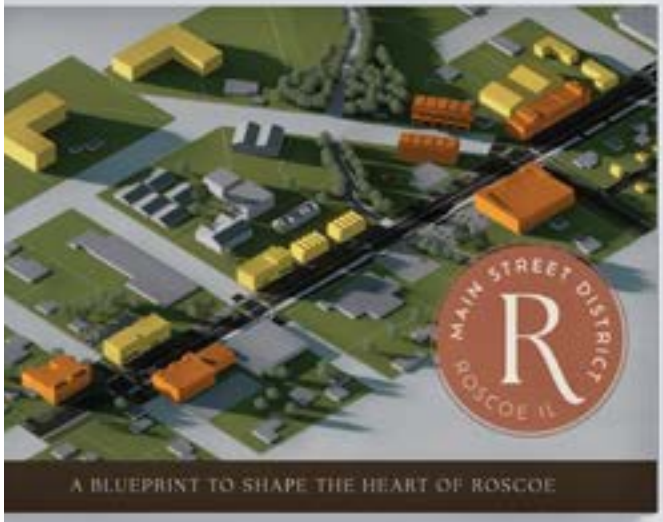
Average Hourly Rate

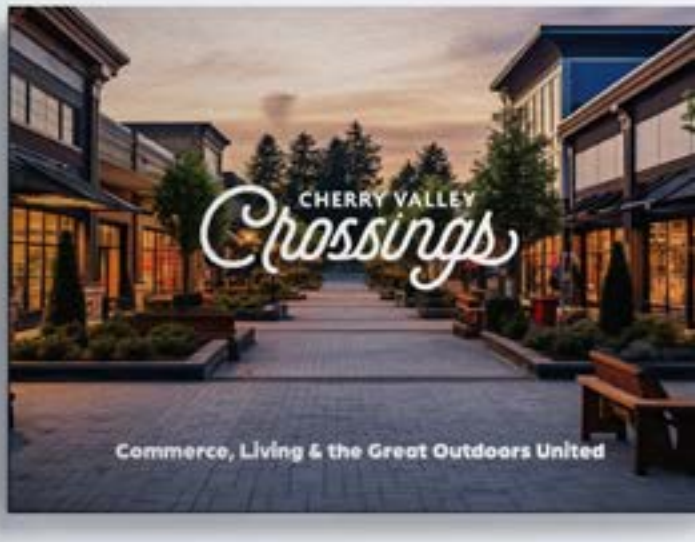
Place Foundry's blended average hourly rate for this engagement is $135/hour, reflecting our team's combined expertise across planning, engineering, market analysis, and marketing disciplines.
Total estimated professional hours: 925 hours over 13 months.

Hourly Rates for Additional Services

Should the City request services outside the defined scope, Place Foundry will provide those services at the following hourly rates:

Position	Hourly Rate
Managing Principal	$145
Project Manager / Place Strategist	$135
Director of Civil Engineering	$135
Place Analyst	$115
Creative Director	$115


MAIN STREET DISTRICT
R
ROSCOE IL
A BLUEPRINT TO SHAPE THE HEART OF ROSCOE


CHERRY VALLEY
Crossings
Commerce, Living & the Great Outdoors United


Main Street Core District
Long Term Plan


RIVERSIDE
COMMONS
live. linger. play. innovate.

APPENDIX

Work Samples

Visit **www.theplacefoundry.com/work-samples** to view our Work Samples or click on the project links below.

MAIN STREET DISTRICT

CHERRY VALLEY CROSSINGS DISTRICT

RIVERSIDE COMMONS DISTRICT

PLACE
foundry

Place Foundry PLLC
1700 N Alpine Rd.,
Suite 101
Rockford, IL 61107

HOW WE STRUCTURE IMPLEMENTATION CONTRACTS

For clients transitioning from a planning engagement to active implementation, we use a Comprehensive Implementation Partnership — a fixed-price, monthly structure organized around four core work areas:

1. **Developer Recruitment & Pipeline Cultivation** — Systematic outreach to qualified developers across retail, restaurant, hotel, multifamily, student housing, and master developer categories; site tour coordination; broker network engagement; and monthly pipeline reporting from initial contact through advanced discussions.

2. **Stakeholder Coordination** — Ongoing engagement with City staff, MSSU administration, property owners, and the Chamber to sustain alignment and advance individual project conversations as they mature.

3. **Marketing & Visibility** — Maintaining and updating the project website, executing the digital marketing campaign, refreshing materials for active developer conversations, and managing inbound inquiries generated by the Year 1 marketing platform.

4. **Ombudsman & Deal Support** — This is structured in two parts in our engagements: first, serving as a single point of contact for developers navigating plan review, permits, and approvals; and second, facilitating development agreement and legal coordination — including term sheets, incentive agreement structuring, negotiations on terms and phasing, and deal structuring support (pro formas, ROI analysis, risk allocation). Both are included in the monthly fee.

The structure is a fixed monthly fee with a 12-month term. This approach ensures predictable costs, unlimited access to our team, and the continuity that developer relationships require.

YEAR 2 IMPLEMENTATION SCOPE & FEE

For Joplin, a Year 2 engagement would build directly on the foundation established in Year 1 — the adopted master plan, the live marketing platform, the active developer pipeline, and the CBL relationship. The focus shifts from building systems to advancing conversations toward commitments.

Proposed Year 2 Scope (12 months):

- **Developer pipeline cultivation** — advance the 3–5 prospects showing preliminary interest toward due diligence and LOI discussions; continue outreach to fill the pipeline as early prospects progress; provide support to the City with its RFI/Q process, if applicable.

- **Ongoing CBL engagement** — leverage existing C-Suite relationships to advance Northpark Mall redevelopment conversations.

- **Broker/Developer network engagement** — quarterly outreach and updated materials to 10–15 commercial broker contacts; developer site tours coordinated throughout the year; website

updates, digital campaign execution, quarterly email campaigns to the developer and broker database.

- **Development pro forma analysis** — independent financial analysis for up to 3 active development prospects, including pro forma review, revenue/expense validation, financing structure assessment, gap financing recommendations, and incentive 'But For' analysis.

- **Grant strategy & application** — identification and pursuit of one grant opportunity aligned with Joplin's infrastructure and economic development priorities (CDBG, EDA, Missouri DED programs, and others); the adopted master plan provides the planning foundation most programs require.

- **Infrastructure coordination** — ongoing coordination with City engineering staff on development-readiness, monitoring alignment between infrastructure delivery and development phasing, and tracking grant-funded projects.

- **Ombudsman services (plan review & permitting)** — active process navigation support as prospects advance toward applications.

- **Ombudsman services (development agreements)** — support role to City staff in deal structuring, incentive agreement facilitation, and legal agreements for 2–3 active prospects.

- Monthly progress reports and quarterly presentations to City leadership, MSSU, and Chamber.

Proposed Year 2 Investment: **$6,500/month ($78,000/year)** — fixed price for all professional services.

Year 2 will be delivered primarily through virtual meetings and calls, which reflects the nature of the work as the engagement shifts from planning and relationship-building to ongoing pipeline management and deal facilitation.

We anticipate 3–4 strategic in-person visits over the course of the year for key moments — developer site tours, governing body presentations, and active negotiation sessions. Travel for those visits will be billed at cost with prior written approval. The team estimates an average cost of $1,600 per trip for two Place Foundry employees traveling to Joplin (flights, rental car, meal allowance, and lodging).

I am happy to discuss further or answer any additional questions.

CITY OF JOPLIN
Economic Development Services
OVERALL SCORE
5/18/2026

VENDOR NAME	STAFF 1 SCORE	STAFF 2 SCORE	STAFF 3 SCORE	OVERALL SCORE	COST
Place Foundry	49	49	47	145	$217,500
Development Strategies	36	43	45	124	$450,000
Willdan	25	36	40	101	$146,000

AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT, made and entered into this 16th day of June 2026, ("effective date"), by and between the City of Joplin, a municipal corporation of the State of Missouri, hereinafter referred to as the "City" with principal offices located at 602 South Main, Joplin, Missouri, and Place Foundry LLC, with principal place of business located at 1700 N. Alpine Rd., Suite 101, Rockford, IL 61107, hereinafter referred to as the "Consultant;" together City and Consultant being referred to as the "Parties."

WITNESSETH:

WHEREAS, the City of Joplin desires to engage the Consultant to render certain services hereinafter described in Request for Proposal No. 2026-RFP-13, Economic Development Services, which Request for Proposal is attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the Consultant submitted an Economic Development Services Proposal dated February 18, 2026, and a supplemental Implementation Costs Proposal attached hereto and incorporated herein as Exhibit B and Exhibit C; and

WHEREAS, the City has selected Consultant as the lowest and best Offeror for performing the services listed in this RFP attached hereto and incorporated herein as Exhibit A, 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, in strict accordance with Exhibit A, the same, and within the time specified therein.

    b. The services of the Consultant shall commence only as authorized in writing by City purchase order or other written notice and shall be undertaken and completed as promised by the Consultant in Exhibit B.

    c. The City agrees to pay the Consultant in accordance with the prices and terms set forth in Exhibit B and Exhibit C for work authorized by City purchase order or other written Notice by the City upon presentation of proper invoice and inspection by the City of work completed by the Consultant. Specifically, City agrees to pay consultant an amount not-to-exceed amount of Two Hundred and Seventeen Thousand, Five Hundred dollars and Zero Cents ($217,500.00).

    d. 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.

    e. The Consultant shall fully coordinate its activities in the performance of the

contract with the activities of the City.

f. 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 contract, or if the Consultant 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 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 documents, data, studies, reports, or other 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. **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.

5. **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.

6. **Contract Documents.** The agreement between the City of Joplin and the Consultant shall

consist of (1) The Contract form which embodies the requirements contained herein, (2) the Request for Proposal, and any amendments thereto and, (3) the proposal, as accepted, submitted in response to the Request for Proposal, and supplemental Proposal. In the event of a conflict in language between the documents referenced above, the provisions and requirements set forth and/or referenced in the Contract shall govern over all other documents, and the Request for Proposal and amendments thereto shall govern over the Consultant's Proposal and amendments thereto. However, the City reserves the right to clarify any Contractual relationship in writing with the concurrence of the Consultant, and such written clarification shall govern in case of conflict with the applicable requirements stated in the Request for Proposal or the Consultant's proposal. In all other matters not affected by the written clarification, if any, the Request for Proposal shall govern. The Consultant is cautioned that the proposal shall be subject to acceptance without further clarification.

7. **Independent Contractor.** This agreement does not create an employee/employer relationship between the parties. It is the party's intention that the Consultant will be an Independent Consultant and not the City's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contributions Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue code, Missouri revenue and taxation laws, Missouri Workers' Compensation, and unemployment insurance laws. The Consultant will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Consultant's activities and responsibilities hereunder. The Consultant agrees that it is a separate and independent enterprise from the public employer, that it has a full opportunity to find other business, that is has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This agreement shall not be construed as creating any joint employment relationship between the Consultant and the City, and the City will not be liable for any obligation incurred by the Consultant, including but not limited to unpaid minimum wages and/or overtime premiums. The Consultant shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Workers Compensation Program of the City.

8. **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.

9. **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. The certificates of insurance, including evidence of the required endorsements of the policies shall be filed with the City of Joplin within ten (10) days of the date of receipt of the Award of the

contract to the Consultant and prior to the start of work. All insurance policies shall provide thirty (30) days written notice to be given by the insurance company in question, prior to modification or cancellation of insurance. Such notices shall be mailed, return receipt requested to:

City of Joplin
602 South Main
Joplin, MO 64801

10. **Indemnification.** Consultant hereby assumes all risk of, and responsibility for, and agrees to indemnify and save harmless City, from and against any and all claims, demands, suits, actions, recoveries, judgments, costs, and expenses, including reasonable attorney's fees and expenses, therewith made, brought or obtained on account of the loss of life or property or injury or damage to the person or property of any person or persons whomsoever, whether such person or persons be Consultant, its agents or employees, or City, its agents or employees, or any third-person in any way connected with the parties hereto, which loss of life or property, or injury or damage to persons or property, shall be due to, or arise out of, result from, or be in any way connected with, this Agreement, except to the extent arising from or caused by the sole or gross negligence or willful misconduct of City, its agents or employees.

11. **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.

12. **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.

13. **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. This agreement and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri.

14. **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.

15. **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.

16. **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.

17. **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.

18. **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.

19. **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.

20. **Notices.** All notices required or permitted hereunder and required to be in writing may be given by first class mail addressed to Division of Purchases, 602 South Main, Joplin, Missouri, 64801, and the Consultant at the address indicated. The date of delivery of any notice shall be the date falling on the second full day after the day of its mailing

21. **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.

22. **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, MISSOURI

By: _____ Nicholas Edwards, City Manager

CONSULTANT, Place Foundry

By: _____
David A. Sidney, Managing Principal

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

_____
Holly Nagy, City Clerk

COUNCIL BILL NO. 2026-610 **ORDINANCE NO**

AN ORDINANCE approving a consulting agreement with Place Foundry PLLC. in the not to exceed amount of Two Hundred Seventeen Thousand Five Hundred Dollars ($217,500.00) to provide for the evaluation, planning and implementation services for the commercial and residential development and re-development of applicable land and facilities on and surrounding Missouri Southern State University, the Northpark Mall, and generally the Newman Road, Duquesne, and North Range Line area, authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and, amending the Annual Budget of the City of Joplin for the Fiscal Year 2025-2026 as adopted by Ordinance 2025-143 on October 20, 2025; and, setting a date when this Ordinance shall become effective.

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

Section 1. That the said consultation agreement by and between the City of Joplin and Place Foundry PLLC Consulting in the not to exceed amount of Two Hundred Seventeen Thousand Five Hundred Dollars ($217,500.00), for the planning and implementation services associated with the Economic Development Services Project on behalf of the City of Joplin; a true and accurate copy of said consulting agreement being attached hereto; be and the same is hereby approved.

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

Section 3. That fiscal year 2025-2026 budgeted appropriations as adopted by Ordinance 2025-143 be amended by increasing appropriations by the total amount of Sixty-Seven Thousand Five Hundred Dollars and No Cents ($67,500.00).

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 this Ordinance shall become effective on June 16, 2026.

Passed by the Council of the City of Joplin, Missouri, this _____day of

_____, 2026.

_____
Brian “Rob” O’Brian, III, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

The Department of Homeland Security (DHS)

Notice of Funding Opportunity (NOFO)

Fiscal Year 2025 Staffing for Adequate Fire and Emergency Response (SAFER) Grant Program

Fraud, waste, abuse, mismanagement, and other criminal or noncriminal misconduct related to this program may be reported to the Office of Inspector General (OIG) Hotline. The toll-free numbers to call are (800) 323-8603 and TTY (844) 889-4357.

Contents

1. Basic Information 4
A. Agency Name 4
B. NOFO Title 4
C. Announcement Type 4
D. Funding Opportunity Number 4
E. Assistance Listing Number 4
F. Expected Total Funding 4
G. Anticipated Number of Awards 4
H. Expected Award Range 4
I. Projected Application Start Date 4
J. Projected Application End Date 4
K. Anticipated Funding Selection Date 4
L. Anticipated Award Date 4
M. Projected Period of Performance Start Date 4
N. Projected Period of Performance End Date 4
O. Executive Summary 4
P. Agency Contact 5
2. Eligibility 6
A. Eligible Entities/Entity Types 6
B. Project Type Eligibility 7
C. Requirements for Personnel, Partners, and Other Parties 8
D. Maximum Number of Applications 8
E. Additional Restrictions 8
F. References for Eligibility Factors within the NOFO 10
G. Cost Sharing Requirement 10
H. Cost Share Description, Type and Restrictions 10
I. Cost Sharing Calculation Example 11
J. Required information for verifying Cost Share 11
3. Program Description 11
A. Background, Program Purpose, and Program History 11
B. Goals and Objectives 12
C. Program Rationale 12
D. Federal Assistance Type 13

E. Performance Measures and Targets 13
F. Program-Specific Unallowable Costs 13
G. General Funding Requirements 13
H. Indirect Costs (Facilities and Administrative Costs) 14
I. Management and Administration (M&A) Costs 14
J. Pre-Award Costs 14
K. Beneficiary Eligibility 15
L. Participant Eligibility 15
M. Authorizing Authority 15
N. Appropriation Authority 15
O. Budget Period 15
P. Prohibition on Covered Equipment or Services 15
4. Application Contents and Format 15
A. Pre-Application, Letter of Intent, and White Papers 15
B. Application Content and Format 15
C. Application Components 16
D. Program-Specific Required Documents and Information 16
E. Post-Application Requirements for Successful Applicants 16
5. Submission Requirements and Deadlines 16
A. Address to Request Application Package 16
B. Application Deadline 18
C. Pre-Application Requirements Deadline 18
D. Post-Application Requirements Deadline 19
E. Effects of Missing the Deadline 19
6. Intergovernmental Review 19
A. Requirement Description and State Single Point of Contact 19
7. Application Review Information 19
A. Threshold Criteria 19
B. Application Criteria 20
C. Financial Integrity Criteria 20
D. Supplemental Financial Integrity Criteria and Review 21
E. Reviewers and Reviewer Selection 21
F. Merit Review Process 21
G. Final Selection 25
8. Award Notices 25
A. Notice of Award 25
B. Pass-Through Requirements 26
C. Note Regarding Pre-Award Costs 26
D. Obligation of Funds 26
E. Notification to Unsuccessful Applicants 26
9. Post-Award Requirements and Administration 26
A. Administrative and National Policy Requirements 26
B. DHS Standard Terms and Conditions 27
C. National Incident Management System (NIMS) Implementation 28
D. Financial Reporting Requirements 28
E. Programmatic Performance Reporting Requirements 28

F. Closeout Reporting Requirements 29
G. Disclosing Information per 2 C.F.R. § 180.335 29
H. Reporting of Matters Related to Recipient Integrity and Performance 30
I. Single Audit Report 30
J. Monitoring and Oversight 30
K. Program Evaluation 31
L. Additional Performance Reporting Requirements 32
M. Termination of Federal Award 32
M. Best Practices 34
N. Payment Information 34
O. Immigration Conditions 36
10. Other Information 36
A. Period of Performance (POP) Extension 36
B. Other Information 37
11. Appendix A – FY 2025 SAFER Program Updates 43
12. Appendix B – Programmatic Information and Priorities 43
A. Ineligible Applications and Organizations 43
B. Supporting Definitions for this NOFO 44
C. Application Tips 48
D. Funding Limitation 49
E. Funding Priorities 49
F. Hiring Activity Overview 50
G. R&R Activity – Fire Departments Overview 51
H. R&R Activity – National, State, Local, Territorial, or Federally Recognized Tribal Nation Volunteer Firefighter Interest Organizations (Interest Organizations) Overview 54
I. Eligible and Ineligible Costs and Requirements 55
13. Appendix C – Award Administration Information 64
A. Help FEMA Prevent Fraud, Waste and Abuse 64
B. Grant Writer and Preparation Fees 64
C. Maintenance and Sustainment 65
D. Taxes, Fees, Levies and Assessments 65
E. Excess Funds 66
F. Payments and Amendments 66
G. Disposition of Grant-Funded Equipment 68
H. Post-Award Recipient Responsibilities 68

1. Basic Information

A. Agency Name	U.S. Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), Resilience/Grant Programs Directorate (GPD)
B. NOFO Title	Fiscal Year (FY) 2025 Staffing for Adequate Fire and Emergency Response (SAFER) Grant
C. Announcement Type	Initial
D. Funding Opportunity Number	DHS-25-GPD-083-00-99
E. Assistance Listing Number	97.083
F. Expected Total Funding	$324 million
G. Anticipated Number of Awards	190 awards
H. Expected Award Range	N/A
I. Projected Application Start Date	May 19, 2026 at 8 a.m. ET
J. Projected Application End Date	June 22, 2026 at 5 p.m. ET
K. Anticipated Funding Selection Date	No later than September 30, 2026
L. Anticipated Award Date	Beginning on approximately September 14, 2026, and continuing thereafter until all FY 2025 SAFER Program grant awards are issued (but no later than September 30, 2026).
M. Projected Period of Performance Start Date	N/A[1]
N. Projected Period of Performance End Date	N/A
O. Executive Summary	The FY 2025 SAFER Grant Program, known as the SAFER Program, is one of three grant programs from DHS and FEMA that improve

[1] FEMA funds SAFER Program awards on a rolling basis; as such, the date the FEMA Assistant Administrator for the Grant Programs Directorate signs the obligating document dictates the unique Period of Performance start and end dates for each award.

	public and firefighter safety related to fire hazards. The SAFER Program provides funding directly to fire departments and volunteer firefighter organizations to increase the number of firefighters. This funding supports communities in meeting industry standards, achieving 24-hour staffing, and ensuring adequate protection from fire hazards while supporting the traditional missions of fire departments. Since its launch in 2005, the SAFER Program has awarded approximately $6.1 billion in grants. These funds have been used to hire new firefighters, convert part-time or paid-on-call firefighters to full-time roles, and recruit and retain volunteer firefighters. For examples of how this program has made a difference, visit the Assistance to Firefighters Grants Program page on FEMA.gov.
P. Agency Contact	**a.** ***Fire Grants Program Office Contact*** The Fire Grants Program Help Desk provides technical assistance to applicants for the online completion and submission of applications into FEMA Grants Outcomes (FEMA GO), answers questions concerning applicant eligibility, recipient responsibilities, and helps in the programmatic administration of awards. The Fire Grants Program Help Desk can be contacted at (866) 274-0960 or by email at FireGrants@fema.dhs.gov. Normal hours of operation are Monday through Friday, 8:00 a.m. – 4:30 p.m. ET. Guidance documents such as application tutorials, Self-Evaluation Guides, and Frequently Asked Questions (FAQs) are also provided to further explain the current SAFER Program, assist with the online grant application, and highlight lessons learned and changes for FY 2025. For more details, please visit the SAFER Program website. **b.** ***FEMA Grants News*** This channel provides general information on all FEMA grant programs and maintains a comprehensive database containing key personnel contact information at the federal, state, and local levels. FEMA Grants News Team is reachable at fema-grants-news@fema.dhs.gov OR (800) 368-6498, Monday through Friday, 9 a.m. – 5 p.m. ET. **c.** ***Grant Programs Directorate (GPD) Award Administration Division*** GPD's Award Administration Division (AAD) provides support regarding financial matters and budgetary technical assistance. AAD can be contacted at ASK-GMD@fema.dhs.gov. **d.** ***FEMA Regional Offices*** Assistance to Firefighters Grants Regional Contacts also may provide fiscal support, including pre- and post-award administration and technical assistance. Assistance to Firefighters Grants Regional Office

	contacts are available at Assistance to Firefighters Grants Regional Contacts | FEMA.gov. **e.** ***Civil Rights*** Consistent with Executive Order 14173, Ending Illegal Discrimination & Restoring Merit-Based Opportunity, the FEMA Integration and Coordination Division (ICD) is responsible for ensuring compliance with and enforcement of federal civil rights obligations in connection with programs and services conducted by FEMA. They are reachable at fema-ocr@fema.dhs.gov. **f.** ***Environmental Planning and Historic Preservation*** The FEMA Office of Environmental Planning and Historic Planning (OEHP) provides guidance and information about the EHP review process to FEMA programs and recipients and subrecipients. Send any inquiries regarding compliance for FEMA grant projects under this NOFO to FEMA-OEHP-NOFOQuestions@fema.dhs.gov. ***g. Payment and Reporting System*** FEMA uses FEMA GO for financial reporting, invoicing, and tracking payments. The Direct Deposit/Electronic Funds Transfer (DD/EFT) method of payment is used for recipients. For any questions about the system, contact the FEMA GO Helpdesk at femago@fema.dhs.gov or (877) 585-3242, Monday through Friday, 9 a.m. – 6 p.m. ET. ***h. FEMA GO*** For technical assistance with the FEMA GO system, please contact the FEMA GO Helpdesk at femago@fema.dhs.gov or (877) 585-3242, Monday through Friday, 9 a.m. – 6 p.m. ET.

2. Eligibility

A. Eligible Entities/Entity Types	Only the following entities or entity types are eligible to apply. **a.** ***Applicants*** • Fire departments; and • National, regional, state, local, tribal and nonprofit interest organizations[2] representing the interests of volunteer firefighters are eligible to receive a SAFER Program award under the Recruitment and Retention (R&R) Activity.

[2] The District of Columbia, the Commonwealth of the Northern Mariana Islands, the U.S. Virgin Islands, Guam, American Samoa, and the Commonwealth of Puerto Rico are all defined as "States" in the Federal Fire Prevention and Control Act of 1974. See 15 U.S.C. § 2203(10).

	See Section A of Appendix B – Programmatic Information and Priorities for additional information on ineligible applications and organizations. **b. *Subapplicants*** Subapplicants and subawards are not allowed. Subapplicants should not have foreign nationals or noncitizens included. If a subapplicant has foreign nationals, they must be properly vetted and must adhere to all government statutes, policies and procedures including "staff American, stay in America" and security requirements.
B. Project Type Eligibility	**a. *Unallowable Project Types*** • Under the Recruitment and Retention (R&R) Activity, applications that request a Staffing Needs Assessment or Risk Assessment project are precluded from applying for additional R&R-related activities. • FEMA will not fund any projects, activities or line items that are covered under a department's normal operating budget. Federal funding may not be used to supplant (i.e., replace) an existing activity or program. • Applicants may not use award funds for matching funds for any other federal grants or cooperative agreements, for lobbying, or for intervention in federal regulatory or adjudicatory proceedings. Applicants may not use federal funds to sue the Federal Government or any other government entity. **b. *Allowable Project Types*** 1. Hiring Activity The Hiring Activity provides grants to support fire departments in hiring new firefighters or converting part-time or paid-on-call firefighters to full-time positions. However, national, regional, state, local, Tribal Nation, and nonprofit organizations that represent volunteer firefighters are not eligible for SAFER Program awards under the Hiring Activity. 2. R&R Activity The R&R Activity provides grants to help fire departments recruit and retain volunteer firefighters trained in firefighting and emergency response operations. Career fire departments are not eligible for funding under the R&R Activity.

	Each activity has its own application and eligibility requirements, as further outlined in Appendix B – Programmatic Information and Priorities of this NOFO.
C. Requirements for Personnel, Partners, and Other Parties	An application submitted by an otherwise eligible non-federal entity (i.e., the applicant) may be deemed ineligible when the person that submitted the application is not: **1) a current employee, personnel, official, staff, or leadership of the non-federal entity; and 2) duly authorized to apply for an award on behalf of the non-federal entity at the time of application**. Further, the Authorized Organization Representative (AOR) must be a duly authorized current employee, personnel, official, staff, or leadership of the recipient and **provide an email address unique to the recipient at the time of application and upon any change in assignment during the period of performance (POP). Consultants or contractors of the recipient are not permitted to be the AOR of the recipient.** Subapplicants should not have foreign nationals or noncitizens included. If a subapplicant has foreign nationals, they must be properly vetted and must adhere to all government statues, polices, and procedures including "staff American, stay in America" and security requirements. Subapplicants/subrecipients must submit short bios and resumes. This should include the type of entity, organizational leadership, and board members along with the both the names and addresses of the individuals. Resumes are subject to approval.
D. Maximum Number of Applications	The maximum number of applications that can be submitted is one application per activity.
E. Additional Restrictions	**a.** ***POP Restrictions*** 1. Hiring Activity The POP for applications funded under the Hiring Activity will be 36 months. A default 180-day recruitment period begins when FEMA approves an application for an award under this activity. The 36-month POP automatically starts after the 180-day recruitment period, regardless of whether the recipient has hired the requested firefighters. The POP cannot start later than 180 days after the award date.

	If a recipient can hire all SAFER Program-funded firefighters during the 180-day recruitment period, the POP may begin at that time. In these instances, recipients must submit an amendment requesting that the POP start before the end of the 180-day recruitment period if they wish to begin the period early. 2. R&R Activity The POP for applications funded under the R&R Activity will be 12, 24, 36 or 48 months. A default 90-day recruitment period begins when FEMA approves the application for award under this activity. This period allows each recipient time to gather resources, initiate processes, and finalize contracts needed to implement SAFER Program activities before the start of the POP. By the start of the POP, the recipient should be fully prepared to implement all awarded activities and begin drawing down awarded funds. The recipient can only expend funds within the POP. The POP automatically starts after the 90-day recruitment period ends, regardless of whether the recipient has begun implementing its grant award. The POP cannot start later than 90 days after the award date. If a recipient can begin its recruitment or retention activities during the 90-day recruitment period, the POP may begin at that time. In these instances, recipients must submit an amendment requesting that the POP start before the end of the 90-day recruitment period if they wish to begin the period early. Extensions to the POP are allowed for R&R Activity grants only. Recipients must submit all proposed extension requests to FEMA for review and approval at least 120 days before the end of the POP to allow sufficient processing time. For additional information on POP extensions, please refer to Section 10.A. **b.** ***National Incident Management System (NIMS) Implementation*** SAFER Program applicants are not required to comply with NIMS to apply for SAFER Program funding or to receive a SAFER Program award. Any applicant who receives an FY 2025 SAFER Program award must achieve the level of NIMS compliance required by the Authority Having Jurisdiction (AHJ) over the applicant's emergency service operations (e.g., a local government), before the end of the grant's POP.

	Applicants/subapplicants or recipients/subrecipients are required to certify their compliance with federal statutes, DHS directives, polices, and procedures.
F. References for Eligibility Factors within the NOFO	Please see the following references provided below: 1.“Responsiveness Review Criteria” subsection 2 “Threshold Criteria” subsection 3 “Application Criteria” subsection 4. FEMA may/will request financial information such as Employer Identification Number (EIN) and bank information as part of the potential award selection. This will apply to everyone prospered, including subrecipients. 5. “Supplemental Financial Integrity Criteria and Review” subsection 6. Appendix B – Programmatic Information and Priorities
G. Cost Sharing Requirement	For Hiring Activity grants, applicants selected for this award must commit to an acceptable cost share agreement. Otherwise, they will not be funded. For R&R Activity grants, there is no cost share requirement. Please see Application Criteria for more information.
H. Cost Share Description, Type and Restrictions	For Hiring Activity grants, recipients are required to contribute 25% of the actual costs incurred in each of the first and second years of the grant; and 65% of the actual costs incurred in the third year of the grant. In the first and second years of the grant, the amount of federal funding may not exceed 75% of the usual annual cost of a first-year firefighter in that department at the time the grant application was submitted; and in the third year of the grant the amount of federal funding may not exceed 35% of the usual annual cost of a first-year firefighter in that department. The “usual annual cost” includes a firefighter’s base salary (excluding non-Fair Labor Standards Act overtime) and standard benefits package (including the average annual cost of health, dental, and vision insurance; FICA; life insurance; retirement and/or pension contributions; etc.) offered by the fire department to first-year firefighters. For R&R Activity grants, there is no cost share requirement.

I. Cost Sharing Calculation Example	Assuming that the usual annual cost of a first-year firefighter in a department at the time of the grant application is $120,000 per year and the department actually incurred $100,000 per year in each year of the grant, the following cost share requirements and position cost limits would apply: 1. Cost Share Requirement: The grant recipient is required to contribute $25,000 in Year 1; $25,000 in Year 2; and $65,000 in Year 3. 2. Position Cost Limit: The amount of federal funding cannot exceed $90,000 in Year 1; $90,000 in Year 2; and $42,000 in Year 3.
J. Required information for verifying Cost Share	FEMA does not require recipients to demonstrate availability of cost share funds at the time of application. However, before FEMA issues an award, it may contact potential awardees to determine whether the recipient possesses the necessary non-federal funding. **a.** ***Minimum Budget Requirement*** In accordance with 15 U.S.C. § 2229a(c)(2), in order to be eligible for SAFER Program funding, applicants are required to certify that their annual budget for fire-related programs and emergency response has not been reduced below 80% of the applicant's average funding level in the three years prior to the application date. As part of each SAFER application, applicants are required to provide their total annual operating budget for the current fiscal year and the three years prior.

3. Program Description

A. Background, Program Purpose, and Program History
The FY 2025 SAFER Grant Program is one of three grant programs that constitute DHS and FEMA's focus on protecting the public and firefighters from fire and fire-related hazards. The SAFER Program provides funding directly to fire departments and volunteer firefighter interest organizations to assist in increasing the number of firefighters to help communities meet industry minimum standards and attain 24-hour staffing to provide adequate fire protection from fire and fire-related hazards, and to fulfill traditional missions of fire departments. Since 2005, the SAFER Program has awarded approximately $6.1 billion in grant funding to provide critically needed resources to hire new, additional firefighters (or to change the status of part-time or paid-on-call firefighters to full-time firefighters), as well as recruitment and retention of volunteer firefighters. Information about success stories for this program can be found at Assistance to Firefighters Grants Program | FEMA.gov.

The SAFER Program is part of a comprehensive set of measures authorized by Congress and implemented by DHS. In awarding grants, the FEMA Administrator is required to consider:

- The findings and recommendations of the Technical Evaluation Panel;

- The degree to which an award will reduce deaths, injuries, and property damage by reducing the risks associated with fire-related and other hazards;
- The extent of an applicant's need for a SAFER Program grant and the need to protect the United States as a whole; and
- The number of calls requesting or requiring a firefighting or emergency medical response received by an applicant.

B. Goals and Objectives

Goal: To enhance local fire departments' abilities to comply with staffing, response, and operational standards established by the National Fire Protection Association (NFPA 1710 or NFPA 1720).[3]

Objectives: The objectives of the SAFER Program are to provide funding to communities so they can:

- Increase the number of firefighters to meet industry minimum standards;
- Increase the number of trained personnel assembled at the incident scene;
- Attain 24-hour staffing to improve deployment capabilities; and
- Fulfill traditional missions of fire departments (respond to emergencies and provide adequate fire protection from fire and fire-related hazards).

Priorities: Information on program priorities and objectives for the FY 2025 SAFER Program can be found in Appendix B – Programmatic Information and Priorities of this NOFO.

C. Program Rationale

The SAFER Program represents part of a comprehensive set of measures authorized by Congress and implemented by DHS. Among the six DHS Missions noted in the Department of Homeland Security's Strategic Plan, the SAFER Program supports Mission Five: Build a Resilient Nation and Respond to Incidents. By increasing the number of trained firefighters, the SAFER Program improves deployment capabilities to respond to emergencies and provide adequate protection from fire and fire-related hazards. The SAFER Program also aims to support objectives outlined under Mission Five in the Strategic Plan including:

- Objective 5.1: Coordinate Federal Response to Incidents
- Objective 5.2: Strengthen National Resilience
- Objective 5.4: Enhance Training and Readiness of First Responders

Through these objectives, FEMA creates a vision for the field of emergency management and sets an ambitious, yet achievable, path forward to unify and further professionalize emergency

[3] NFPA 1710 and 1720 are lapsing in 2026 and will be consolidated under the proposed NFPA 1750. FEMA is working with the NFPA Standards Council to evaluate deployment of fire suppression operations. No decisions have been made, and FEMA will issue additional guidance when more information becomes available. Although the goal of the grant is to increase compliance with NFPA 1710 or 1720, 24-hour staffing is not a requirement of the SAFER Program.

management across the country. We invite all our stakeholders and partners to join us in building a more prepared and resilient nation.

D. Federal Assistance Type
Grant

E. Performance Measures and Targets
Grant recipients must collect data to help FEMA evaluate the performance of SAFER Program grants. These metrics align with the program's objectives and priorities. FEMA may request performance data throughout the grant's POP. At closeout, recipients must submit a final performance report with enough information to show they met the performance goals outlined in their award.

FEMA will assess performance by comparing the items, supplies, projects and activities requested in the application to those acquired and delivered by the end of the performance period. The following program metrics will be used:

- **Hiring Activity:**
  1. Percentage of "majority career" SAFER Program recipients' structural fire responses that complied with National Fire Protection Association (NFPA) 1710 structural response standards.
  2. Number of full-time career firefighter positions filled.
- **R&R Activity:**
  1. Percentage of "majority volunteer" SAFER Program recipients' structural fire responses that complied with National Fire Protection Association (NFPA) 1720 structural response standards.
  2. Number of operational volunteer firefighters who have joined a department.

The target for these measures is the number of firefighters hired and the resulting improvement in compliance with NFPA 1710 or 1720 standards. FEMA will assess how the addition of new firefighters increased compliance with the relevant NFPA standards.

F. Program-Specific Unallowable Costs
Construction costs are not allowable under the SAFER Program. Construction includes major alterations to a building that changes the profile or footprint of the structure.

Modifications to facilities described in Appendix B – Programmatic Information and Priorities are not categorized as construction costs for general award purposes and may be eligible for funding. However, these activities may be considered 'construction' for procurement, environmental protection, or historic preservation purposes.

Please see Appendix B – Programmatic Information and Priorities for additional information on funding restrictions and allowable costs.

G. General Funding Requirements

Costs charged to federal awards (including federal and non-federal cost share funds) must comply with applicable statutes, rules and regulations, policies, this NOFO, and the terms and conditions of the federal award. This includes, among other requirements, that costs must be incurred, and products and services must be delivered within the budget period. 2 C.F.R. § 200.403(h).

Recipients may not use federal funds or any cost share funds for the following activities:

1. Matching or cost sharing requirements for other federal grants and cooperative agreements (see 2 C.F.R. § 200.306).
2. Lobbying or other prohibited activities under 18 U.S.C § 1913 or 2 C.F.R. § 200.450.
3. Prosecuting claims against the federal government or any other government entity (see 2 C.F.R. § 200.435).

H. Indirect Costs (Facilities and Administrative Costs)
Indirect costs are allowed for recipients.
Indirect costs (IDC) are costs incurred for a common or joint purpose benefitting more than one cost objective and not readily assignable to specific cost objectives without disproportionate effort. Applicants with a current negotiated IDC rate agreement who want to charge indirect costs to a federal award must provide a copy of their IDC rate agreement with their applications. Not all applicants are required to have a current negotiated IDC rate agreement. Applicants that are not required to have a negotiated IDC rate agreement, but are required to develop an IDC rate proposal, must provide a copy of their proposal with their applications. Applicants without a current negotiated IDC rate agreement (including a provisional rate) and wish to charge the de minimis rate must reach out to FEMA for further instructions. Applicants who wish to use a cost allocation plan in lieu of an IDC rate proposal must reach out to FEMA for further instructions. As it relates to the IDC for subrecipients, a recipient must follow the requirements of 2 C.F.R. §§ 200.332 and 200.414 in approving the IDC rate for subawards.

I. Management and Administration (M&A) Costs
M&A costs are allowed only under the R&R Activity and are not allowed under the Hiring Activity.

Recipients may use up to 3% of the federal share of SAFER Program funds for M&A costs directly related to managing and administering the SAFER award, such as financial management and monitoring. These costs must be based on actual expenses or known contractual costs. Requests based on simple percentages of the award or unsupported estimates will not be approved or reimbursed. Salaries and fringe benefits for personnel directly supporting the grant do not need to be included in the M&A budget line item.

M&A are not overhead costs but are necessary direct costs incurred in direct support of the federal award or as a consequence of it, such as travel, meeting-related expenses, and salaries of full/part-time staff in direct support of the program. As such, M&A costs can be itemized in financial reports.

J. Pre-Award Costs
The following pre-award costs are allowable:

1. Fees for grant writers (capped at $1,500 of federal funds per application).

Generally, grant funds cannot be used to pay for products and services contracted for or obligated prior to the effective date of the award.

See Appendix C – Award Administration Information for further information regarding grant writer fees and Section 10.B. Other Information for general procurement under grants requirements.

K. Beneficiary Eligibility
There are no program requirements to be an eligible beneficiary. This NOFO and any subsequent federal awards create no rights or causes of action for any beneficiary.

L. Participant Eligibility
There are no program requirements to be an eligible participant. This NOFO and any subsequent federal awards create no rights or causes of action for any participant.

M. Authorizing Authority
Section 34 of the Federal Fire Prevention and Control Act of 1974, Pub. L. No. 93-498, as amended (15 U.S.C. § 2229a).

N. Appropriation Authority
Full-Year Continuing Appropriations and Extensions Act, 2025, Pub. L. No. 119-4, § 1101.

O. Budget Period
There will be only a single budget period with the same start and end dates as the POP.

P. Prohibition on Covered Equipment or Services
Recipients, sub-recipients, and their contractors or subcontractors must comply with the prohibitions set forth in Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, which restrict the purchase of covered telecommunications and surveillance equipment and services. Please see 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200, and FEMA Policy #405-143-1 - Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services for more information.

4. Application Contents and Format

A. Pre-Application, Letter of Intent, and White Papers
Pre-applications, letters of intent, and white papers are not required to be eligible to apply.

B. Application Content and Format
Applications are processed through the FEMA GO system. To access the system, go to https://go.fema.gov/.

Specific formatting guidelines can be found on page 21 of this NOFO.

Additional application and program guidance documents such as Fact Sheets, Self Evaluation Sheets, and an Application Checklist are available at the SAFER Program website.

C. Application Components
The following forms or information are required to be submitted via FEMA GO. The Standard Forms (SF) are also available at Forms | Grants.gov.

- SF-424, Application for Federal Assistance
- Grants.gov Lobbying Form, Certification Regarding Lobbying
- SF-424A, Budget Information (Non-Construction)
- SF-424B, Standard Assurances (Non-Construction)
- SF-LLL, Disclosure of Lobbying Activities

D. Program-Specific Required Documents and Information
The following program-specific document is required to be submitted as an attachment in FEMA GO for each regional project under the R&R Activity:

1. Regional host applicants and participating partner agencies must execute a Memorandum of Understanding (MOU), or equivalent document signed by the host and all participating organizations participating in the award.

E. Post-Application Requirements for Successful Applicants
Applicants likely to be funded may receive a request for additional information by email prior to award. Applicants must respond to the request to move forward with the grant review process.

5. Submission Requirements and Deadlines

A. Address to Request Application Package
Applications are processed through the FEMA GO system. To access the system, go to https://go.fema.gov/.

Steps Required to Apply for An Award Under This Program and Submit an Application:

All applicants must:

a. Apply for, update, or verify their Unique Entity Identifier (UEI) number and EIN from the Internal Revenue Service;
b. In the application, provide an UEI number;
c. Have an account with login.gov;
d. Register for, update, or verify their System for Award Management (SAM) account and ensure the account is active before submitting the application;
e. Register in FEMA GO, add the organization to the system, and establish the AOR. The organization's electronic business point of contact (eBiz POC) from the SAM registration may need to be involved in this step. For step-by-step instructions, see https://www.fema.gov/media-library/assets/documents/181607;
f. Submit the complete application in FEMA GO; and

g. Continue to maintain an active SAM registration with current information at all times during which it has an active federal award or an application or plan under consideration by a federal awarding agency. As part of this, applicants must also provide information on an applicant's immediate and highest-level owner and subsidiaries, as well as on all predecessors that have been awarded federal contracts or federal financial assistance within the past three years, if applicable.

Per 2 C.F.R. § 25.110(a)(2)(iv), if an applicant is experiencing exigent circumstances that prevents it from obtaining an UEI number and completing SAM registration before receiving a federal award, the applicant must notify FEMA as soon as possible. Contact fema-grants-news@fema.dhs.gov and provide the details of the exigent circumstances.

How to Register to Apply:

General Instructions:

Registering and applying for an award under this program is a multi-step process and requires time to complete. Below are instructions for registering to apply for FEMA funds. Read the instructions carefully and prepare the requested information before beginning the registration process. Gathering the required information before starting the process will alleviate last-minute searches for required information.

The registration process can take up to four weeks to complete. To ensure an application meets the deadline, applicants are advised to start the required steps well in advance of their submission.

Organizations must have a UEI number, EIN, and an active SAM registration.

Obtain a UEI Number:

All entities applying for funding, including renewal funding, must have a UEI number. Applicants must enter the UEI number in the applicable data entry field on the SF-424 form. For more detailed instructions for obtaining a UEI number, refer to SAM.gov.

Obtain Employer Identification Number:

In addition to having a UEI number, all entities applying for funding must provide an EIN. The EIN can be obtained from the Internal Revenue Service (IRS) by visiting https://www.irs.gov/businesses/small-businesses-self-employed/apply-for-an-employer-identification-number-ein-online.

Create a login.gov account:

Applicants must have a login.gov account in order to register with SAM or update their SAM registration. Applicants can create a login.gov account at https://secure.login.gov/sign_up/enter_email?request_id=34f19fa8-14a2-438c-8323-a62b99571fd.

Applicants only have to create a login.gov account once. For existing SAM users, use the same email address for both login.gov and SAM.gov so that the two accounts can be linked.

For more information on the login.gov requirements for SAM registration, refer to https://www.sam.gov/SAM/pages/public/loginFAQ.jsf.

Register with SAM:

In addition to having a UEI number, all organizations must register with SAM. Failure to register with SAM will prevent your organization from applying through FEMA GO. SAM registration must be renewed annually and must remain active throughout the entire grant life cycle.

For more detailed instructions for registering with SAM, refer to: Register with SAM

Note: per 2 C.F.R. § 25.200 , applicants must also provide the applicant's immediate and highest-level owner, subsidiaries, and predecessors that have been awarded federal contracts or federal financial assistance within the past three years, if applicable.
Register in FEMA GO, Add the Organization to the System, and Establish the AOR:

Applicants must register in FEMA GO and add their organization to the system. The organization's eBiz POC from the SAM registration may need to be involved in this step. For step-by-step instructions, see: FEMA GO Startup Guide

Note: FEMA GO will support only the most recent major release of the following browsers:

- Google Chrome;
- Mozilla Firefox;
- Apple Safari; and
- Microsoft Edge.

Applicants using tablet type devices or other browsers may encounter issues with using FEMA GO.

Submitting the Final Application:

Applicants will be prompted to submit the standard application information, and any program-specific information required. SFs may be accessed in the Forms tab under the: SF-424 Family | Grants.gov.

Applicants should review these forms before applying to ensure they are providing all required information.

After submitting the final application, FEMA GO will provide either an error message, or an email to the submitting AOR confirming the transmission was successfully received.

B. Application Deadline
June 22, 2026 at 5 p.m. ET

C. Pre-Application Requirements Deadline
Not applicable.

D. Post-Application Requirements Deadline
Not applicable.

E. Effects of Missing the Deadline
All applications must be completed in FEMA GO by the application deadline. FEMA GO automatically records proof of submission and generates an electronic date/time stamp when FEMA GO successfully receives an application. The submitting AOR will receive via email the official date/time stamp and a FEMA GO tracking number to serve as proof of timely submission prior to the application deadline.

Applicants experiencing system-related issues have until 3 p.m. ET on the date applications are due to notify FEMA. No new system-related issues will be addressed after this deadline. Applications not received by the application submission deadline will not be accepted.

6. Intergovernmental Review

A. Requirement Description and State Single Point of Contact
An intergovernmental review may be required. Applicants must contact their state's Single Point of Contact (SPOC) to comply with the state's process under Executive Order 12372.

7. Application Review Information

A. Threshold Criteria
FEMA reviews a random sample of applications to check for duplication, including narrative statements and statistical data. All narrative statements must be specific and unique to the applicant, and all statistical data must be accurate. Applications with narrative statements that substantially duplicate content from other applications or contain inaccurate data that could mislead reviewers may be disqualified. Any discovery of falsification, fabrication or plagiarism will result in disqualification.

Note: FEMA evaluates each application based on its merit, accuracy and how well the narrative reflects the applicant's unique circumstances, risks and needs. FEMA also considers how selecting the applicant advances the SAFER Program's goal of helping fire departments improve staffing and deployment to respond to emergencies and protect communities from fire-related hazards.

During the review process, including the technical review stage, FEMA may request additional documentation, such as:

- Official or certified documents demonstrating the claimed financial need;
- A needs assessment report, survey, or other documentation showing the applicant's unique project objectives;
- A risk analysis explaining how the project addresses the applicant's specific needs and aligns with the SAFER Program's purpose;
- Additional information or evidence detailing the applicant's risks; and
- Any other information needed to evaluate the funding request.

Important: Funding is not guaranteed for any applicant.

B. Application Criteria
FEMA sets funding priorities and evaluation criteria for SAFER Program applications based on recommendations from the Criteria Development Panel (CDP). Each year, FEMA brings together a panel of fire service professionals to establish these priorities and criteria. The panel provides input on funding priorities and helps develop the criteria used to award grants.

The **nine major fire service organizations** represented on the panel are:

- International Association of Fire Chiefs
- International Association of Fire Fighters
- National Volunteer Fire Council
- National Fire Protection Association
- National Association of State Fire Marshals
- International Association of Arson Investigators
- International Society of Fire Service Instructors
- North American Fire Training Directors
- Congressional Fire Service Institute

CDP and Application Evaluation

The CDP advises FEMA on creating or updating funding priorities and developing criteria for awarding grants. This NOFO reflects the CDP's recommendations regarding priorities, direction, and award criteria.

See subsection 7.F., "Merit Review Process" for a description of the narrative evaluation criteria that peer review panelists use to score each SAFER application.

C. Financial Integrity Criteria
Before making an award, FEMA is required to review the Office of Management and Budget (OMB)-designated databases for applicants' eligibility and financial integrity information. This is required by the Payment Integrity Information Act of 2019 (Pub. L. No. 116-117, § 2 (2020)), 41 U.S.C. § 2313, and the "Do Not Pay Initiative" (31 U.S.C. 3354). For more details, please see 2 C.F.R. § 200.206.

Thus, the Financial Integrity Criteria may include the following risk-based considerations of the applicant:

1. Financial stability.
2. Quality of management systems and ability to meet management standards.
3. History of performance in managing federal award.
4. Reports and findings from audits.
5. Ability to effectively implement statutory, regulatory or other requirements.

D. Supplemental Financial Integrity Criteria and Review
Before making an award expected to exceed the simplified acquisition threshold, defined at 41 U.S.C. § 134,over the POP:

1. FEMA is required by 41 U.S.C. § 2313: to review or consider certain information found in SAM.gov. For details, please see 2 C.F.R. § 200.206(a)(2).
2. An applicant may review and comment on any information in the responsibility/qualification records available in SAM.gov.
3. Before making decisions in the risk review required by 2 C.F.R. § 200.206, FEMA will consider any comments by the applicant.

E. Reviewers and Reviewer Selection
A panel of peer reviewers is comprised of fire service representatives recommended by the CDP. Peer reviewers are subject matter experts recommended by the nine major fire service organizations. In their role as Special Government Employees, peer reviewers must certify and observe Federal Conflict of Interests rules.

F. Merit Review Process
SAFER Program applications are reviewed through a multi-phase process. All applications are electronically pre-scored and ranked based on how well they align with the funding priorities outlined in this NOFO.

Applications with the highest pre-score rankings per activity are then scored competitively by no less than three members of a Peer Review Panel.

Applications will also be evaluated through a series of internal FEMA review processes for completeness, adherence to programmatic guidelines, technical feasibility, costs/quantities, and anticipated effectiveness of the proposed project(s). Below is the process by which applications will be reviewed:

a. ***Pre-Scoring Process***
Applications are electronically pre-scored based on program priorities outlined in Appendix B – Programmatic Information and Priorities as well as responses to activity-specific questions in the online application. Application Narratives are not reviewed during the pre-scoring process. 'Request Details' and 'Budget' information must align with program guidance and statutory funding limitations. The pre-score accounts for 50 % of the total application score under the Hiring Activity and 30 % under the R&R Activity.

b. ***Peer Review Panel Process***
Applications with the highest rankings from the pre-scoring process will undergo a Peer Review Panel process. A panel of peer reviewers is composed of fire service representatives recommended by the CDP. Peer reviewers will assess the merits of each application based on the narrative statement on the requested activity. The evaluation elements listed in the "Narrative Evaluation Criteria" below will be used to calculate the narrative's score for each activity requested. Panelists will independently score each requested activity within the application, discuss the merits and shortcomings of the application with their peers, and document the

findings. A consensus is not required. The panel score is 50 % of the total application score under the Hiring Activity, and 70 % of the total application score under the R&R Activity.

FEMA ranks all complete applications based on how well they align with the program priorities for the specific activity. Responses to the activity-specific questions in the application are used to determine each application's ranking relative to these priorities.

The Narrative Statements in the application must include specific details about the requested activity, including budget information. Peer reviewers evaluate these narrative elements using weighted criteria, as described below, to determine the grant award.

Peer Review Panelists will evaluate and score each activity based on the following narrative elements within each activity.

1. Hiring Activity

The panel score is 50 % of the total application score.

- Project Description (30%):
  - Why does the department need the positions requested in this application?
  - How will the positions requested in this application be used within the department (e.g., fourth firefighter on engine, open a new station, eliminate browned out stations, reduce overtime)?
  - What unique and specific services will the requested positions provide to the fire department and community?
  - How will funds awarded through this grant enhance the department's ability to protect critical infrastructure within the primary response area?

- Impact on Daily Operations (30 %):
  - How are the community and the current firefighters employed by the department at risk without the positions requested in this application?
  - How will that risk be unequivocally reduced if awarded?

- Financial Need (30 %):
  - Provide an income versus expenses breakdown of the department's current annual budget.
  - Describe the department's precise budget shortfalls and inability to address financial needs without federal assistance.
  - Describe what other actions the department has taken to obtain funding elsewhere (e.g., state assistance programs, other grant programs).
  - Discuss how the critical functions of the department are uniquely affected without this funding.

- Cost Benefit (10 %):

- Describe the unique and specific benefits (e.g., quantifying the anticipated savings and efficiencies) the department and community will realize if awarded the positions requested in this application.

2. R&R Activity (Fire Departments)

The panel score is 70 % of the total application score.

- Project Description (30 %):
  - Describe the unique problems and issues the department is experiencing in recruiting new volunteer firefighters.
  - Describe the problems and issues the department is experiencing in retaining current members.
  - Describe the precise implementation plan, including the goals, objectives, methods, specific steps, and timelines to directly address the identified problems or issues.
  - Describe the current marketing plan already in place, or the marketing program to be put in place with or without grant funds.
  - Describe how the program will be uniquely evaluated for its impact on identified recruitment and retention problems and issues. Describe how the overall effectiveness of the grant will be measured.
  - Describe the unique and specific services the new volunteer firefighters, retention of current volunteer firefighters, or both, will provide for the fire department(s) and community.
  - If the grant request will have a regional impact, discuss how the regional partners will benefit and which activities they will benefit from.
  - If the grant request includes executive or management positions, define the purpose of all requested positions and personnel expenditures.

- Impact on Daily Operations (30 %):
  - Clearly describe how the community and current volunteer firefighters in the department are at risk without the items or activities requested in this application.
  - Explain how the awarded funding will directly and effectively reduce the identified risk.
  - Describe the specific impact that recruiting new volunteer firefighters, retaining current volunteer firefighters, or both will have on the department's compliance with NFPA standards.

- Financial Need (30 %):
  - Provide an income versus expenses breakdown of the department's current annual budget.
  - Describe the department's precise budget shortfalls and its inability to address financial needs without federal assistance.
  - Describe what other actions the department has taken to obtain funding elsewhere (e.g., state assistance programs, other grant programs), and how similar projects have been funded in the past.
  - Discuss how the critical functions of the department are uniquely affected without this funding.

- Cost Benefit (10 %):
  - Describe the unique and specific benefits (e.g., quantifying the anticipated savings and efficiencies) the department and community will realize if awarded the items or activities requested in this application.

3. R&R Activity (National, state, local, or federally recognized tribal volunteer firefighters interest organizations)

The panel score is 70 % of the total application score.

- Project Description (30 %):
  - Explain the challenges and issues faced by the fire departments that the organization aims to assist with this grant in recruiting new volunteer firefighters.
  - Describe the problems and issues the same departments are experiencing in retaining current members.
  - Describe the organization's implementation plan, including the goals, objectives, methods, specific steps, and timelines to directly address the problems or issues identified.
  - Describe the current marketing plan already in place, or the marketing program to be put in place with or without grant funds.
  - Explain how the program will be evaluated to measure its impact on the recruitment and retention challenges faced by the fire departments participating in this grant.
  - Describe how the overall effectiveness of the grant will be measured.
  - Describe the specific services the new volunteer firefighters, retention of current volunteer firefighters, or both, will provide for the fire departments participating in this application and their respective communities.
  - Describe the organization's procurement practices and the timelines outlining chronologically the steps to complete the activities requested.

- Impact on Daily Operations (30 %):
  - Describe how the fire departments participating in this application and their current volunteer firefighters and communities are at risk without the items or activities requested in this application.
  - Explain how funding will reduce that risk.
  - Describe the impact that the recruitment of new volunteer firefighters, the retention of current volunteer firefighters, or both, will have on the NFPA compliance of the fire departments participating in this application.

- Financial Need (30 %):
  - Provide an income versus expenses breakdown of the organization's current annual budget.
  - Describe the organization's particular budget shortfalls and the inability to address the financial needs without federal assistance.

- Describe the other actions the organization has taken to obtain funding elsewhere (e.g., state assistance programs, other grant programs), and how similar projects have been funded in the past.
- Discuss how the critical functions of the organization are affected without this funding.

- Cost Benefit (10 %):
  - Describe the specific benefits (e.g., quantifying the anticipated savings and efficiencies) the fire departments participating in this application and their communities will realize if awarded the items or activities requested in this application.

The Narrative Statement blocks do not allow for formatting. Do not type the Narrative Statements using only capital letters. Additionally, do not include tables, special characters, or fonts (e.g., quotation marks, bullets), or graphs. Space for the Narrative Statement is limited. While each element must have a minimum of 200 characters, the maximum number of characters varies based on the questions being asked.

G. Final Selection

a. ***Technical Evaluation Process (TEP)***

The highest-ranking applications from both activities will be considered within the fundable range. Applications that are in the fundable range will undergo both a Technical Review by a subject-matter expert as well as a FEMA Program Office review before being recommended for award. The FEMA Program Office will assess the request with respect to costs, quantities, feasibility, eligibility, and recipient responsibility before recommending any application for award.

During the TEP, information in Appendix B - Programmatic Information and Priorities is used to make final corrections to any request not meeting program eligibility requirements. This is not a scored phase of the application process. Requests may be recommended for partial funding or disqualification based on TEP findings.

8. Award Notices

A. Notice of Award

The Authorized Organization Representative should carefully read the federal award package before accepting the federal award. The federal award package includes instructions on administering the federal award as well as terms and conditions for the award.

By submitting an application, applicants agree to comply with the prerequisites stated in this NOFO and the material terms and conditions of the federal award, should they receive an award.

FEMA will provide the federal award package to the applicant electronically via FEMA GO. Award packages include an Award Letter, Summary Award Memo, Agreement Articles, and Obligating Document. An award package notification email is sent via the grant application system to the submitting AOR.

Recipients must accept their awards no later than 30 days from the award date. Recipients shall notify FEMA of their intent to accept the award and proceed with work via the FEMA GO system.

Funds will be held until the recipient accepts the award via FEMA GO and all other conditions of the award have been satisfied, or until the award is otherwise rescinded. Not accepting a grant award within the specified timeframe may result in a loss of funds. Recipients may request additional time to accept the award if needed.

During the review process for a SAFER Program award, FEMA may have modified the application request(s). These modifications will be identified in the award package provided upon the offer of an award. If the awarded activities, scope of work, or requested dollar amount(s) do not match the application as submitted, the recipient shall only be responsible for completing the activities funded by FEMA. The recipient is under no obligation to start, modify or complete any activities requested but not funded by the award. The award package will identify any differences under the approved scope of work section.

B. Pass-Through Requirements
Standard pass-through requirements in 2 C.F.R. Part 200 apply.

C. Note Regarding Pre-Award Costs
Even if pre-award costs are allowed, beginning performance is at the applicant and/or sub-applicant's own risk.

D. Obligation of Funds
E. The grant funds are obligated in accordance with applicable laws, and no later than upon award. Notification to Unsuccessful Applicants
FEMA GO will provide all applicants who do not receive a FY 2025 SAFER Program award with a turndown notification after September 30, 2026.

9. Post-Award Requirements and Administration

A. Administrative and National Policy Requirements

Presidential Executive Orders

Recipients must comply with the requirements of Presidential Executive Orders related to grants (also known as federal assistance and financial assistance), the full text of which are incorporated by reference.
Pursuant to the preliminary injunction order issued on November 21, 2025, in County of Santa Clara et al. v. Noem, et al., No. 25-cv-08330-WHO (N.D. Cal.), this requirement does not apply to awards or subawards issued to any of the plaintiffs subject to the preliminary injunction order while the order remains in effect. If the preliminary injunction is stayed, vacated, or extinguished, this requirement will immediately become effective. Also, pursuant to the preliminary injunction order issued on November 21, 2025, in City of Chicago et al. v. Noem, et al., No. 25-CV-12765 (N.D. Ill.), this requirement does not apply to awards or subawards issued

to any of the plaintiffs subject to the preliminary injunction order while the order remains in effect. If the preliminary injunction is stayed, vacated, or extinguished, this requirement will immediately become effective.

In accordance with Executive Order 14305, Restoring American Airspace Sovereignty (June 6, 2025), and to the extent allowed by law, eligible state, local, tribal and territorial grant recipients under this NOFO are permitted to purchase unmanned aircraft systems, otherwise known as drones, or equipment or services for the detection, tracking or identification of drones and drone signals, consistent with the legal authorities of state, local, tribal and territorial agencies. Recipients must comply with all applicable federal, state and local laws and regulations, and adhere to any statutory requirements on the use of federal funds for such unmanned aircraft systems, equipment or services.

Subrecipient Monitoring and Management

Pass-through entities must comply with the requirements for subrecipient monitoring and management as set forth in 2 C.F.R. §§ 200.331-333.

B. DHS Standard Terms and Conditions

A recipient under this funding opportunity must comply with the DHS Standard Terms and Conditions in effect as of the date of the federal award, unless a term and condition specifically indicates otherwise. The DHS Standard Terms and Conditions are available online: DHS Standard Terms and Conditions | Homeland Security. For continuation awards, the terms and conditions for the initial federal award will apply unless otherwise specified in the terms and conditions of the continuation award. The specific version of the DHS Standard Terms and Conditions applicable to the federal award will be in the federal award package.

A recipient under this funding opportunity must comply with the FY 2026 Department of Homeland Security Standard Terms and Conditions, with the following exceptions. The term titled "Communication and Cooperation with the Department of Homeland Security and Immigration Officials" and paragraph (2)(a)(ii) of the term titled "Federal Anti-Discrimination Laws Material to the Government's Payment Decisions Under the False Claims Act" do not apply to any federal award under this funding opportunity.

Pursuant to the preliminary injunction order issued on November 21, 2025, in County of Santa Clara et al. v. Noem, et al., No. 25-cv-08330-WHO (N.D. Cal.), the following terms and conditions do not apply to awards or subawards issued to any of the plaintiffs subject to the preliminary injunction order while the order remains in effect: (1) the term titled "Federal Anti-Discrimination Laws Material to the Government's Payment Decisions Under the *False Claims in*Act"; and (2) the term titled "All Executive Orders Related to Grants". If the preliminary injunction is stayed, vacated, or extinguished, both terms and conditions will immediately become effective. As stated above, paragraph (2)(a)(ii) of the term titled "Federal Anti-Discrimination Laws Material to the Government's Payment Decisions Under the *False Claims* Act" of the DHS Standard Terms and Conditions will not apply even if the preliminary injunction is stayed, vacated, or extinguished.

Pursuant to the preliminary injunction order issued on November 21, 2025, in City of Chicago et al. v. Noem, et al., No. 25-CV-12765 (N.D. Ill.), the following terms and conditions do not apply to awards or subawards issued to any of the plaintiffs subject to the preliminary injunction order while the order remains in effect: (1) the term titled "Federal Anti-Discrimination Laws Material to the Government's Payment Decisions Under the *False Claims* Act"; and (2) the term titled "All Executive Orders Related to Grants". If the preliminary injunction is stayed, vacated, or extinguished, both terms and conditions will immediately become effective. As stated above, paragraph (2)(a)(ii) of the term titled "Federal Anti-Discrimination Laws Material to the Government's Payment Decisions Under the *False Claims* Act" of the DHS Standard Terms and Conditions will not apply even if the preliminary injunction is stayed, vacated, or extinguished.

Pursuant to the preliminary injunction order issued on October 31, 2025, in City of Seattle v. Trump, et al., No. 2:25-cv-01435-BJR (W.D. Wa.), the following terms and conditions do not apply to awards or subawards issued to any of the plaintiffs subject to the preliminary injunction order while the order remains in effect: the term titled "Federal Anti-Discrimination Laws Material to the Government's Payment Decisions Under the *False Claims* Act". If the preliminary injunction is stayed, vacated, or extinguished, Paragraph C.XVII will immediately become effective. As stated above, paragraph (2)(a)(ii) of the term titled "Federal Anti-Discrimination Laws Material to the Government's Payment Decisions Under the *False Claims* Act" of the DHS Standard Terms and Conditions will not apply even if the preliminary injunction is stayed, vacated, or extinguished.

C. National Incident Management System (NIMS) Implementation

SAFER Program applicants are not required to comply with NIMS to apply for SAFER Program funding or to receive a SAFER Program award. Any applicant who receives an FY 2025 SAFER Program award must achieve the level of NIMS compliance required by the Authority Having Jurisdiction (AHJ) over the applicant's emergency service operations (e.g., a local government), before the end of the grant's POP. Applicants/subapplicants or recipients/subrecipients are required to certify their compliance with federal statutes, DHS directives, polices, and procedures.

D. Financial Reporting Requirements

1. Recipients must report obligations and expenditures through a federal financial report. The Federal Financial Report (FFR) form, also known as Standard Form 425 (SF-425), is available online at: SF-425 OMB #4040-0014.
2. Recipients must submit the FFR semi-annually throughout the POP as detailed below:
   - No later than July 30 (for the period January 1 – June 30)
   - No later than January 30 (for the period July 1 – December 31)
3. The final FFR is due within 120 days after the end of the POP.

FEMA may withhold future federal awards and cash payments if the recipient does not submit timely financial reports, or the financial reports submitted demonstrate lack of progress or provide insufficient detail.

E. Programmatic Performance Reporting Requirements

1. A Performance Report must be submitted semi-annually throughout the POP. A tutorial is available here: https://www.fema.gov/sites/default/files/documents/FEMA_GO_SF-425_and_PPR_User_Guide_508.pdf.
2. A Performance Report must include:
   - A brief narrative of overall project(s) status;
   - A summary of project expenditures; and
   - A description of any potential issues that may affect project completion.
3. The Performance Report must be submitted through FEMA GO.
4. Performance Report Due Dates
   - No later than July 30 (for the period January. 1 – June 30)
   - No later than January 30 (for the period July 1 – December 31)

F. Closeout Reporting Requirements
Within 120 days after the end of the POP, or after an amendment has been issued to close out a federal award, recipients must submit the following:

1. The final request for payment, if applicable.
2. The final FFR.
3. The final progress report detailing all accomplishments.
4. A qualitative narrative summary of the impact of those accomplishments throughout the POP.
5. Other documents required by this NOFO, terms and conditions of the federal award, or other DHS Component guidance.

After FEMA approves these reports, it will issue a closeout notice. The notice will indicate the POP as closed, list any remaining funds to be de-obligated, and address the record maintenance requirement. Unless a longer period applies, such as due to an audit or litigation, for equipment or real property used beyond the POP, or due to other circumstances outlined in 2 C.F.R. § 200.334, this maintenance requirement is three years from the date of the final FFR.

Administrative Closeout

Administrative closeout is a mechanism for FEMA to unilaterally execute closeout of an award. FEMA will use available award information in lieu of final recipient reports, per 2 C.F.R. § 200.344(h)-(i). It is an activity of last resort, and if FEMA administratively closes an award, this may negatively impact a recipient's ability to obtain future funding.

Additional Reporting Requirements

Anytime there is a change in personnel for any of the awardees, their information needs to be submitted for approval (all the previous personal information identified).

G. Disclosing Information per 2 C.F.R. § 180.335
Before entering into a federal award, the applicant must notify FEMA if it knows that the applicant or any of the principals (as defined at 2 C.F.R. § 180.995) for the federal award:

1. Are presently excluded or disqualified;
2. Have been convicted within the preceding three years of any of the offenses listed in § 180.800(a) or had a civil judgment rendered against you for one of those offenses within that time period;
3. Are presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with the commission of any of the offenses listed in § 180.800(a); or
4. Have had one or more public transactions (federal, state or local) terminated within the preceding three years for cause or default.

This is requirement is fully described in 2 C.F.R. §180.335.

Additionally, 2 C.F.R. § 180.350 requires recipients to provide immediate notice to FEMA at any time after entering a federal award if:

1. The recipient learns that either it failed to earlier disclose information as required by 2 C.F.R. § 180.335;
2. Due to changed circumstances, the applicant or any of the principals for the federal award now meet the criteria at 2 C.F.R. § 180.335 listed above.

H. Reporting of Matters Related to Recipient Integrity and Performance
Appendix XII to 2 C.F.R. Part 200 states the terms and conditions for recipient integrity and performance matters used for this funding opportunity.

If the total value of all active federal grants, cooperative agreements, and procurement contracts for a recipient exceeds $10 million at any time during the POP:

1. The recipient must maintain the currency of information reported in SAM.gov about civil, criminal, or administrative proceedings described in paragraph 2 of Appendix XII;
2. The required reporting frequency is described in paragraph 4 of Appendix XII.

I. Single Audit Report
A recipient expending $1 million or more in federal awards (as defined by 2 C.F.R. § 200.1) during its fiscal year must undergo an audit. This may be either a single audit complying with 2 C.F.R. § 200.514 or a program-specific audit complying with 2 C.F.R. §§ 200.501 and 200.507. Audits must follow 2 C.F.R. Part 200, Subpart F, 2 C.F.R. § 200.501, and the U.S. Government Accountability Office (GAO) Generally Accepted Government Auditing Standards.

J. Monitoring and Oversight
Per 2 C.F.R. § 200.337, DHS and its authorized representatives have the right of access to any records of the recipient or subrecipient pertinent to a federal award to perform audits, site visits, and any other official use. The right also includes timely and reasonable access to the recipient's or subrecipient's personnel for the purpose of interview and discussion related to such documents or the federal award in general.

Pursuant to this right and per 2 C.F.R. § 200.329, DHS may conduct desk reviews and make site visits to review and evaluate project accomplishments and management control systems as well

as provide any required technical assistance. Recipients and subrecipients must respond in a timely and accurate manner to DHS requests for information relating to a federal award.

FEMA staff will periodically monitor recipients to ensure compliance with federal regulations and FEMA requirements. This includes reviewing administrative processes, policies, procedures, budgets, and other award criteria. In addition to reviewing semi-annual financial and programmatic reports, FEMA may conduct enhanced monitoring through desk reviews, onsite visits, or both. Enhanced monitoring involves analyzing financial compliance, administrative processes, and program activities to identify areas where recipients may need technical assistance, corrective actions, or other support.

Financial and Programmatic Monitoring

FEMA's monitoring strategy includes both financial and programmatic monitoring to ensure effective grant management, accountability, and transparency. These processes:

- Validate progress toward grant and program goals.
- Safeguard federal funds against fraud, waste and abuse.
- **Financial Monitoring** focuses on compliance with statutory and regulatory requirements for grant administration.
- **Programmatic Monitoring** ensures progress toward project goals, addresses issues hindering success, and confirms compliance with the grant's purpose.

Both processes include initial reviews of all open awards, with additional in-depth monitoring for grants that require extra attention.

Recipient Responsibilities

Recipients are responsible for:

- Accounting for receipts and expenditures.
- Managing cash and maintaining adequate financial records.
- Reporting and refunding disallowed expenditures identified in audits.
- Monitoring subrecipients, if acting as a pass-through entity.

Ensuring compliance with the terms and conditions of the award or subaward, including 2 C.F.R. Part 200.

K. Program Evaluation

Title I of the Foundations for Evidence-Based Policymaking Act of 2018, Pub. L. No. 115-435 (2019) (Evidence Act), PUBL435.PS urges federal agencies to use program evaluation as a critical tool to learn, improve delivery, and elevate program service and delivery across the program lifecycle. Evaluation means "an assessment using systematic data collection and analysis of one or more programs, policies, and organizations intended to assess their effectiveness and efficiency." Evidence Act, § 101 (codified at 5 U.S.C. § 311). OMB A-11, Section 290 (Evaluation and Evidence-Building Activities) further outlines the standards and practices for evaluation activities. Federal agencies are required to specify any requirements for

recipient participation in program evaluation activities (2 C.F.R. § 200.301). Program evaluation activities incorporated from the outset in the NOFO and program design and implementation allow recipients and agencies to meaningfully document and measure progress and achievement toward program goals and objectives, and identify program outcomes and lessons learned, as part of demonstrating recipient performance (2 C.F.R. § 200.301).

As such, recipients and subrecipients are required to participate in a Program Office (PO) or a DHS Component-led evaluation, if selected. This may be carried out by a third-party on behalf of the PO or the DHS Component. Such an evaluation may involve information collections including but not limited to, records of the recipients; surveys, interviews or discussions with individuals who benefit from the federal award, program operating personnel, and award recipients; and site visits or other observation of recipient activities, as specified in a DHS Component or PO-approved evaluation plan. More details about evaluation requirements may be provided in the federal award, if available at that time, or following the award as evaluation requirements are finalized. Evaluation costs incurred during the POP are allowable costs (either as direct or indirect) in accordance with 2 C.F.R. § 200.413.

Recipients and subrecipients are also encouraged, but not required, to participate in any additional evaluations after the POP ends, although any costs incurred to participate in such evaluations are not allowable and may not be charged to the federal award.

L. Additional Performance Reporting Requirements
Not Applicable.

M. Termination of Federal Award

1. The FY 2026 DHS Standard Terms and Conditions sets forth a term and condition entitled "Termination of a Federal Award." The termination provision condition listed below applies to the grant award and the term and condition in the FY 2026 DHS Standard Terms and Conditions does not.

2. Termination of the Federal Award by FEMA
   FEMA may terminate the federal award in whole or in part for one of the following reasons:
   a. If the recipient or subrecipient fails to comply with the terms and conditions of the federal award.
   b. With the consent of the recipient, in which case FEMA and the recipient must agree upon the termination conditions. These conditions include the effective date and, in the case of partial termination, the portion to be terminated.
   c. If the federal award no longer effectuates the program goals or agency priorities. Under this provision, FEMA may terminate the award for these purposes if any of the following reasons apply:

      i. If DHS/FEMA, in its sole discretion, determines that a specific award objective is ineffective at achieving program goals as described in this NOFO;

ii. If DHS/FEMA, in its sole discretion, determines that an objective of the award as described in this NOFO will be ineffective at achieving program goals or agency priorities;
iii. If DHS/FEMA, in its sole discretion, determines that the design of the grant program is flawed relative to program goals or agency priorities;
iv. If DHS/FEMA, in its sole discretion, determines that the grant program is not aligned to either the DHS Strategic Plan, the FEMA Strategic Plan, or successor policies or documents;
v. If DHS/FEMA, in its sole discretion, changes or re-evaluates the goals or priorities of the grant program and determines that the award will be ineffective at achieving the updated program goals or agency priorities; or
vi. For other reasons based on program goals or agency priorities described in the termination notice provided to the recipient pursuant to 2 C.F.R. § 200.341.
vii. If the awardee falls out of compliance with the agency's statutory or regulatory authority, award terms and conditions, or other applicable laws.

d. For convenience, including, but not limited to, when the award no longer advances agency priorities or the national interest

3. Termination of a Subaward by the Pass-Through Entity

The pass-through entity may terminate a subaward in whole or in part for one of the following reasons identified in 2 C.F.R. § 200.340:

a. If the subrecipient fails to comply with the terms and conditions of the federal award.
b. With the consent of the subrecipient, in which case the pass-through entity and the subrecipient must agree upon the termination conditions. These conditions include the effective date and, in the case of partial termination, the portion to be terminated.
c. If the pass-through entity's award has been terminated, the pass-through recipient will terminate its subawards.

4. Termination by the Recipient or Subrecipient
The recipient or subrecipient may terminate the federal award in whole or in part for the following reason identified in 2 C.F.R. § 200.340: Upon sending FEMA or pass-through entity a written notification of the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if FEMA or the pass-through entity determines that the remaining portion of the federal award will not accomplish the purposes for which the federal award was made, FEMA or the pass-through entity may terminate the federal award in its entirety.

5. Impacts of Termination
a. When FEMA terminates the federal award before the POP ends due to the recipient's material failure to comply with the terms and conditions of the federal award, FEMA will report the termination in SAM.gov in the manner described at 2 C.F.R. § 200.340(c).
b. When the federal award is terminated in part or its entirety, FEMA or the pass-through entity and recipient or subrecipient remain responsible for compliance with the

requirements in 2 C.F.R. §§ 200.344 and 200.345.

6. Notification requirements
FEMA or the pass-through entity must provide written notice of the termination in a manner consistent with 2 C.F.R. § 200.341. The federal award will be terminated on the date of the notification unless stated otherwise in the notification.

7. Opportunities to Object and Appeal
Where applicable, when FEMA terminates the federal award, the written notification of termination will provide the opportunity and describe the process, to object and provide information challenging the action, pursuant to 2 C.F.R. § 200.342.

8. Effects of Suspension and Termination
The allowability of costs to the recipient or subrecipient resulting from financial obligations incurred by the recipient or subrecipient during a suspension or after the termination of a federal award are subject to 2 C.F.R. § 200.343.

M. Best Practices
Although not a requirement in the DHS Standard Terms and Conditions, as a best practice, entities receiving funds through this program should ensure that cybersecurity is integrated into the design, development, operation and maintenance of investments that impact information technology (IT) and/or operational technology (OT) systems. Additionally, "The recipient and subrecipient must … take reasonable cybersecurity and other measures to safeguard information including protected personally identifiable information (PII) and other types of information." 2 C.F.R. § 200.303(e).

N. Payment Information

Recipients will submit payment requests in FEMA GO for FY 2025 awards under this program.

Instructions to Grant Recipients Pursuing Payments

FEMA reviews all grant payments and obligations to ensure allowability in accordance with 2 C.F.R. § 200.305. These measures will ensure funds are disbursed appropriately while continuing to support and prioritize communities who rely on FEMA for assistance. Once a recipient submits a payment request, FEMA will review the request. If FEMA approves a payment, FEMA GO will notify recipients and the payment will be delivered pursuant to the recipients' SAM.gov financial information. If FEMA disapproves a payment, FEMA will inform the recipient.

Processing and Payment Timeline

FEMA must comply with regulations governing payments to grant recipients. See 2 C.F.R. § 200.305. For grant recipients other than states, 2 C.F.R. § 200.305(b)(3) stipulates that FEMA is to make payments on a reimbursement basis within 30 days of receiving the payment request, unless FEMA reasonably believes the request to be improper. For state recipients, 2 C.F.R. § 200.305(a) instructs that federal grant payments are governed by Treasury-State Cash

Management Improvement Act (CMIA) agreements ("Treasury-State agreement") and default procedures codified at 31 C.F.R. part 205 and Treasury Financial Manual (TFM) 4A-2000, "Overall Disbursing Rules for All Federal Agencies." *See* 2 C.F.R. § 200.305(a).

Treasury-State agreements generally apply to "major federal assistance programs" that are governed by 31 C.F.R. part 205, subpart A and are identified in the Treasury-State agreement. 31 C.F.R. §§ 205.2, 205.6. Where a federal assistance (grant) program is not governed by subpart A, payment and funds transfers from FEMA to the state are subject to 31 C.F.R. part 205, subpart B. Subpart B requires FEMA to "limit a funds transfer to a state to the minimum amounts needed by the state and must time the disbursement to be in accord with the actual, immediate cash requirements of the state in carrying out a federal assistance program or project. The timing and amount of funds transfers must be as close as is administratively feasible to a state's actual cash outlay for direct program costs and the proportionate share of any allowable indirect costs." 31 C.F.R. § 205.33(a). Nearly all FEMA grants are not "major federal assistance programs." As a result, payments to states for those grants are subject to the "default" rules of 31 C.F.R. part 205, subpart B.

If additional information is needed, a request for information will be issued by FEMA to the recipient; recipients are strongly encouraged to respond to any additional FEMA request for information inquiries within three business days. If an adequate response is not received, the request may be denied, and the entity may need to submit a new reimbursement request; this will re-start the 30-day timeline.

Submission Process

All non-disaster grant program reimbursement requests must be reviewed and approved by FEMA before drawdowns.

For all non-disaster reimbursement requests (regardless of system), please ensure submittal of the following information:

1. Grant ID / Award Number
2. Total amount requested for drawdown
3. Purpose of drawdown and timeframe covered (must be within the award performance period)
4. Subrecipient Funding Details (if applicable).
    - Is funding provided directly or indirectly to a subrecipient?
        - If **no,** include statement "This grant funding is not being directed to a subrecipient."
    - If **yes**, provide the following details:
        - The name, mission statement, and purpose of each subrecipient receiving funds, along with the amount allocated and the specific role or activity being reimbursed.
        - Whether the subrecipient's work or mission involves supporting aliens, regardless of whether FEMA funds support such activities.
        - Whether the payment request includes an activity involving support to aliens.

- Whether the subrecipient has any diversity, equity, and inclusion practices.[4]

5. Supporting documentation to demonstrate that expenses are allowable, allocable, reasonable, and necessary under 2 C.F.R. Part 200 and in compliance with the grant's NOFO, award terms, and applicable federal regulations.

O. Immigration Conditions
The term titled "Communication and Cooperation with DHS and Immigration Officials" and paragraph (2)(a)(ii) of the term titled "Federal Anti-Discrimination Laws Material to the Government's Payment Decisions Under the *False Claims* Act" in the FY 2026 DHS Standard Terms and Conditions do not apply to any federal award under this funding opportunity.

10. Other Information

A. Period of Performance (POP) Extension
Extensions to the POP are allowed for R&R Activity grants only.

Recipients should consult with their FEMA point of contact for requirements related to a performance period extension.

Extension requests will be granted only due to compelling legal, policy or operational challenges. Extension requests will only be considered for the following reasons:

1. Contractual commitments by the recipient or subrecipient with vendors that prevent completion of the project, including delivery of equipment or services, within the existing POP;
2. The project must undergo a complex environmental review that cannot be completed within the existing POP;
3. Projects are long-term by design, and therefore acceleration would compromise core programmatic goals; or
4. Where other special or extenuating circumstances exist.

Pursuant to the preliminary injunction order issued on November 21, 2025, in County of Santa Clara et al. v. Noem, et al., No. 25-cv-08330-WHO (N.D. Cal.), the DHS Standard Term and Condition titled "Federal Anti-Discrimination Laws Material to the Government's Payment Decisions Under the False Claims Act" does not apply to awards or subawards issued to any of the plaintiffs subject to the preliminary injunction order while the order remains in effect. If the preliminary injunction is stayed, vacated, or extinguished, the term will immediately become effective.

Pursuant to the preliminary injunction order issued on November 21, 2025, in City of Chicago et al. v. Noem, et al., No. 25-CV-12765 (N.D. Ill.), the DHS Standard Term and Condition titled "Federal Anti-Discrimination Laws Material to the Government's Payment Decisions Under the False Claims Act" does not apply to awards or subawards issued to any of the plaintiffs subject to the preliminary injunction order while the order remains in effect. If the preliminary injunction is stayed, vacated, or extinguished, the term will immediately become effective.

Pursuant to the preliminary injunction order issued on October 31, 2025, in City of Seattle v. Trump, et al., No. 2:25-cv-01435-BJR (W.D. Wa.), the DHS Standard Term and Condition titled "Anti-Discrimination" does not apply to awards or subawards issued to any of the plaintiffs subject to the preliminary injunction order while the order remains in effect. If the preliminary injunction is stayed, vacated, or extinguished, the term will immediately become effective.

As stated above, Paragraph(2)(a)(ii) of the DHS Standard Term and Condition titled "Federal Anti-Discrimination Laws Material to the Government's Payment Decisions Under the False Claims Act" will not apply even if any of these preliminary injunctions are stayed, vacated, or extinguished.

Recipients must submit all proposed extension requests to FEMA for review and approval at least 120 days before the end of the POP to allow sufficient processing time. The review process can take up to 30 days or longer. Recipients should factor this review period into the timing of when to submit a request for an extension. Extensions are typically granted for no more than a six-month period.

All extension requests must address the following:

1. The grant program, fiscal year, and award number;
2. The reason for delay – including details of the legal, policy, or operational challenges that prevent final outlay of awarded funds by the deadline;
3. Current status of the activity or activities;
4. Approved POP termination date and new project completion date;
5. Amount of funds drawn down to date;
6. Remaining available funds, both federal and non-federal, if applicable;
7. Budget outlining how remaining federal and non-federal funds will be expended;
8. Plan for completion, including milestones and timeframes for achieving each milestone and the individual responsible for completing the plan;
9. Certification that the activity or activities will be completed within the extended POP without any modification to the original statement of work, as described in the original statement of work and as approved by FEMA.

B. Other Information

a. *Environmental Planning and Historic Preservation (EHP) Compliance*

FEMA is required to consider effects of its actions on the environment and historic properties to ensure that activities, grants and programs funded by FEMA, comply with federal EHP laws, Executive Orders, regulations and policies.

Recipients and subrecipients proposing projects with the potential to impact the environment or cultural resources, such as the modification or renovation of existing buildings, structures, and facilities, and/or new construction and/or replacement of buildings, structures and facilities, must participate in the FEMA EHP review process. This includes conducting early engagement to help identify EHP resources, such as threatened or endangered species, historic properties, or communities with environmental concerns; submitting a detailed project description with supporting documentation to determine whether the proposed project could impact EHP resources; and identifying mitigation measures and/or alternative courses of action that may lessen impacts to those resources.

FEMA is sometimes required to consult with other regulatory agencies and the public to complete the review process. Federal law requires EHP review to be completed before federal funds are released to carry out proposed projects. FEMA may not be able to fund projects that are not in compliance with applicable EHP laws, Executive Orders, regulations, and policies. FEMA may recommend mitigation measures and/or alternative courses of action to lessen impacts to EHP resources and bring the project into EHP compliance.

EHP guidance is found at Environmental Planning and Historic Preservation. The site contains links to documents identifying agency EHP responsibilities and program requirements, such as

implementation of the National Environmental Policy Act and other EHP laws, regulations and Executive Orders. DHS and FEMA EHP policy is also found in the EHP Directive & Instruction.

All FEMA actions, including grants, must comply with National Flood Insurance Program (NFIP) criteria or any more restrictive federal, state or local floodplain management standards or building code (44 C.F.R. § 9.11(d)(6)). For actions located within or that may affect a floodplain or wetland, the following alternatives must be considered: a) no action; b) alternative locations; and c) alternative actions, including alternative actions that use natural features or nature-based solutions. Where possible, natural features and nature-based solutions shall be used. If not practicable as an alternative on their own, natural features and nature-based solutions may be incorporated into actions as minimization measures.

The GPD EHP screening form is located at https://www.fema.gov/sites/default/files/documents/fema_ehp-screening_form_ff-207-fy-21-100_5-26-2021.pdf.

b. *Procurement Integrity*

When purchasing under a FEMA award, recipients and subrecipients must comply with the federal procurement standards in 2 C.F.R. §§ 200.317-200.327. To help determine whether an action is a procurement or instead a subaward, please consult 2 C.F.R. § 200.331.
For detailed guidance on the federal procurement standards, recipients and subrecipients should refer to various materials issued by FEMA's Procurement Disaster Assistance Team (PDAT). Additional resources, including an upcoming trainings schedule can be found on the PDAT Website: https://www.fema.gov/grants/procurement.

Under 2 C.F.R. § 200.317 when procuring property and services under a federal award, States (including territories) and Indian Tribes, must follow the same policies and procedures they use for procurements from their non-federal funds; additionally, states and Indian Tribes must now follow 2 CFR §200.322, regarding domestic preferences for Procurements and 2 CFR§ 200.327 regarding required contract provisions.

Local government and nonprofit recipients or subrecipients must have and use their own documented procurement procedures that reflect applicable state, local, tribal and territorial (SLTT) laws and regulations, provided that the procurements conform to applicable federal law and the standards identified in 2 C.F.R. Part 200.

1. Important Changes to Procurement Standards in 2 C.F.R. Part 200

On April 22, 2024, OMB updated various parts of Title 2 of the Code of Federal Regulations, among them the procurement standards. These revisions apply to all FEMA awards with a federal award date or disaster declaration date on or after October 1, 2024, unless specified otherwise. The changes include updates to the federal procurement standards, which govern how FEMA award recipients and subrecipients must purchase under a FEMA award.

More information on OMB's revisions to the federal procurement standards can be found in Purchasing Under a FEMA Award: 2024 OMB Revisions Fact Sheet.

2. Competition and Conflicts of Interest

2 CFR §200.319(b) , applicable to local government and nonprofit recipients or subrecipients, requires that contractors that develop or draft specifications, requirements statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. FEMA considers these actions to be an organizational conflict of interest and interprets this restriction as applying to contractors that help a recipient or subrecipient develop its grant application, project plans, or project budget. This prohibition also applies to the use of former employees to manage the grant or carry out a contract when those former employees worked on such activities while they were employees of the recipient or subrecipient.

Under this prohibition, unless the recipient or subrecipient solicits for and awards a contract covering both development and execution of specifications (or similar elements as described above), and this contract was procured in compliance with 2 C.F.R. § § 200.317-200.327, federal funds cannot be used to pay a contractor to carry out the work if that contractor also worked on the development of those specifications. This rule applies to all contracts funded with federal grant funds, including pre-award costs, such as grant writer fees, as well as post- award costs, such as grant management fees.

In addition to organizational conflicts of interest, situations considered to be restrictive of competition include, but are not limited to:

- Placing unreasonable requirements on firms for them to qualify to do business;
- Requiring unnecessary experience and excessive bonding;
- Noncompetitive pricing practices between firms or between affiliated companies;
- Noncompetitive contracts to consultants that are on retainer contracts;
- Specifying only a "brand name" product instead of allowing "an equal" product to be offered and describing the performance or other relevant requirements of the procurement; and
- Any arbitrary action in the procurement process.

Under 2 C.F.R§ 200.318(c)(1) , local government and nonprofit recipients or subrecipients are required to maintain written standards of conduct covering conflicts of interest and governing the actions of their employees engaged in the selection, award, and administration of contracts. **No employee, officer or agent may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. Such conflicts of interest would arise when the employee, officer or agent, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the recipient or subrecipient may neither solicit nor accept gratuities, favors or anything of monetary value from contractors or parties to subcontracts. However, the recipient or subrecipient may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value. The recipient's or subrecipient's standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents.**

Under 2 C.F.R. 200.318(c)(2), if the local government and nonprofit recipient or subrecipient has a parent, affiliate, or subsidiary organization that is not a SLTT government, the recipient or subrecipient must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflict of interest means that because of a relationship with a parent company, affiliate, or subsidiary organization, the recipient or subrecipient is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization. The recipient or subrecipient must disclose in writing any potential conflicts of interest to FEMA or the pass-through entity in accordance with applicable FEMA policy.

3. Supply Schedules and Purchasing Programs

Generally, a recipient or subrecipient may seek to procure goods or services from a federal supply schedule, state supply schedule, or group purchasing agreement.

Information about GSA programs for states, Indian Tribes, and local governments, and their instrumentalities, can be found at Purchasing Resources and Support for State and Local Governments.pdf

4. Procurement Documentation

Per 2 C.F.R. § 200.318(i), local government and nonprofit recipients or subrecipients are required to maintain and retain records sufficient to detail the history of procurement covering at least the rationale for the procurement method, selection of contract type, contractor selection or rejection, and the basis for the contract price. States and Indian Tribes are reminded that in order for any cost to be allowable, it must be adequately documented per 2 CFR §200.403(g).

Examples of the types of documents that would cover this information include but are not limited to:

- Solicitation documentation, such as requests for quotes, invitations for bids, or requests for proposals;
- Responses to solicitations, such as quotes, bids, or proposals;
- Pre-solicitation independent cost estimates and post-solicitation cost/price analyses on file for review by federal personnel, if applicable;
- Contract documents and amendments, including required contract provisions; and
- Other documents required by federal regulations applicable at the time a grant is awarded to a recipient.

c. *Financial Assistance Programs for Infrastructure*

1. Recipients and subrecipients must comply with FEMA's implementation requirements of the Build America, Buy America Act (BABAA), which was enacted as part of the Infrastructure Investment and Jobs Act §§ 70901-70927, Pub. L. No. 117-58 (2021); and Executive Order 14005, Ensuring the Future is Made in All of America by All of America's Workers. See also 2 C.F.R. Part 184, Buy America Preferences for Infrastructure Projects and Office of Management and Budget (OMB), Memorandum M-24-02, Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure.

None of the funds provided under this program may be used for a project for infrastructure unless the iron and steel, manufactured products, and construction materials used in that infrastructure are produced in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

To see whether a particular FEMA federal financial assistance program is considered an infrastructure program and thus required to implement FEMA's Build America, Buy America requirements, please see Programs and Definitions: Build America, Buy America Act | FEMA.gov

2. Waivers

When necessary, recipients (and subrecipients through their pass-through entity) may apply for, and FEMA may grant, a waiver from these requirements.

A waiver of the domestic content procurement preference may be granted by the agency awarding official if FEMA determines that:

- Applying the domestic content procurement preference would be inconsistent with the public interest, or
- The types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality, or
- The inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25%.

The process for requesting a waiver from the Buy America preference requirements can be found on FEMA's website at: "Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov.

3. Definitions

For definitions of the key terms of the Build America, Buy America Act, please visit Programs and Definitions: Build America, Buy America Act | FEMA.gov.

a. ***Mandatory Disclosures***
The non-Federal entity or applicant for a federal award must disclose, in a timely manner, in writing to the federal awarding agency or pass-through entity all violations of federal criminal law involving fraud, bribery or gratuity violations potentially affecting the federal award, 2 CFR § 200.113 .

b. ***Adaptive Support***
Pursuant to Section 504, of the Rehabilitation Act of 1973 , recipients of FEMA financial assistance must ensure that their programs and activities do not discriminate against qualified individuals with disabilities.

c. ***Record Retention***
1. Record Retention Period

Financial records, supporting documents, statistical records, and all other non-federal entity records pertinent to a federal award generally must be maintained for at least three years from the date the final FFR is submitted. *See* 2 C.F.R. §200.334. Further, if the recipient does not submit a final FFR and the award is administratively closed, FEMA uses the date of administrative closeout as the start of the general record retention period.

The record retention period **may be longer than three years or have a different start date** in certain cases.

2. Types of Records to Retain

FEMA requires that recipients and subrecipients maintain the following documentation for federally funded purchases:

- Specifications
- Solicitations
- Competitive quotes or proposals
- Basis for selection decisions
- Purchase orders
- Contracts
- Invoices
- Canceled checks

d. ***Actions to Address Noncompliance***
Non-federal entities receiving financial assistance funding from FEMA are required to comply with requirements in the terms and conditions of their awards or subawards, including the terms set forth in applicable federal statutes, regulations, NOFOs and policies. Throughout the award lifecycle or even after an award has been closed, FEMA or the pass-through entity may discover potential or actual noncompliance on the part of a recipient or subrecipient.

In the case of any potential or actual noncompliance, FEMA may place special conditions on an award per 2 C.F.R.§ 200.208 and 2 C.F.R.§ 200.339. FEMA may place a hold on funds until the matter is corrected, or additional information is provided per 2 C.F.R.§ 200.339. or it may do both. Similar remedies for noncompliance with certain federal civil rights laws are authorized pursuant to 44 C.F.R. Part 7 and 44 C.F.R. Part 19 or other applicable regulations.
If the noncompliance is not able to be corrected by imposing additional conditions or the recipient or subrecipient refuses to correct the matter, FEMA may take other remedies allowed under 2 C.F.R.§ 200.339.

e. ***Audits***

FEMA grant recipients are subject to audit oversight from multiple entities including the DHS Office of the Inspector General (OIG), the Government Accountability Office (GAO), the pass-through entity, or independent auditing firms for single audits, and may cover activities and costs incurred under the award. Auditing agencies such as the DHS OIG, the GAO, and the pass-through entity (if applicable), and FEMA in its oversight capacity, must have access to records pertaining to the FEMA award.

11. Appendix A – FY 2025 SAFER Program Updates

Appendix A contains a brief list of changes between FY 2024 and FY 2025 to the SAFER Program. The FY 2025 SAFER Program NOFO contains some changes to definitions, descriptions, and priority categories. Changes include:

- Under Definitions
  - Clarification regarding roles and responsibilities for Grant Administrators, Program Managers and R&R Coordinators.
  - Clarification regarding Explorer, Cadet, or Mentoring Programs.
- R&R Activity – Eligible Costs: Medium Priority
  - Training supplies and nominal stipends are now eligible costs to support an explorer, cadet, or mentoring program.
  - Medium Priority wellness program costs are not eligible unless paired with a request for a High Priority Wellness and Fitness cost (e.g. physicals). Eligible Medium Priority wellness program costs are now limited to those described in the R&R Activity – Eligible Costs: Medium Priority table.
- Excess funds restrictions have been updated.

12. Appendix B – Programmatic Information and Priorities

Appendix B contains details on SAFER Program information and priorities. Reviewing this information may help applicants make their application(s) more competitive.

A. Ineligible Applications and Organizations
Volunteer and combination fire departments may apply for both the Hiring Activity and the R&R Activity, but they must submit separate applications for each. Applicants are limited to one application per activity per application period. If an applicant submits more than one application for the same activity during a single period, FEMA will disqualify both applications.

If two or more of the following entities have separate funding streams, personnel rosters, and EINs but share the same facilities, FEMA considers them separate organizations for FY 2025 SAFER Program eligibility:

- Fire departments
- National, state, local, federally recognized Tribal Nation, and nonprofit interest organizations

However, if two or more organizations sharing facilities apply for the same activity (e.g., Hiring of Firefighters), FEMA may review and compare their applications to determine eligibility and avoid duplicating benefits.

Federal employees are prohibited from participating in any capacity (paid or unpaid) in the development of applications submitted under this program.

Examples of Ineligible Applications and Organizations

The following are ineligible to apply:

- For-profit organizations, federal agencies, and individuals
- Fire departments that are federal entities or contracted by the federal government and solely responsible for fire suppression on federal installations or land
- Fire departments that are not independent entities but are part of, controlled by, or under the operational command of a larger department, agency, or Authority Having Jurisdiction (AHJ)
    - **Exception:** If a fire department is part of the same legal entity as a municipality or other government organization and meets eligibility criteria, the municipality or organization may apply on behalf of the fire department. The application must clearly state that the fire department is part of the same legal entity.
- State or local agencies, subsets of governmental entities, or authorities that do not meet the requirements defined by 15 U.S.C. § 2229a(a)(1)(A) and (a)(2).
- Ambulance services, emergency medical service organizations, rescue squads, auxiliaries, dive teams, and urban search and rescue teams.
- Non-federal airport or port authority fire departments whose sole responsibility is fire suppression on airport grounds or port facilities, unless they have a formally recognized agreement to provide fire suppression on a first-due basis outside the airport or port.

Duplicate Applications
If an applicant submits two or more applications for the same activity, both may be disqualified.

Exception for Multi-Agency Applications

An entity applying on behalf of other organizations (e.g., multiple fire departments under the same county, city, borough, parish, or municipality) may request similar or identical costs. The application must clearly state which costs (including quantities) are for each agency or organization.

B. Supporting Definitions for this NOFO
Attrition is a gradual reduction in work force without laying off personnel, e.g., when workers resign or retire and are not replaced.

Authority Having Jurisdiction (AHJ) is that person or office charged with enforcing the NFPA codes (Per NFPA101-2024 Edition: Life Safety Code).

Automatic Aid is a plan developed between two or more fire departments for immediate joint response on first alarms (Per NFPA 1710 – 2020 edition and NFPA 1720 – 2020).

Benefits, as defined in 2 C.F.R. § 200.431, means the regular compensation paid to employees during periods of authorized absences from the job, e.g., vacation leave, sick leave, military leave. Benefits may include employer contributions or expenses for social security, employee insurance, workmen's compensation, and pension plan costs, and the like, whether treated as indirect costs or as direct costs, and are also eligible and shall be distributed to awards and other activities in a manner consistent with the pattern of benefits accruing to the individuals or group of employees whose salaries and wages are chargeable.

Career Fire Department, as defined in 15 U.S.C. § 2229, means a fire department that has an all-paid force of firefighting personnel other than paid-on-call firefighters.

Combination Fire Department, as defined in 15 U.S.C. § 2229, means a fire department that has paid firefighting personnel and volunteer firefighting personnel. FEMA considers a fire department with firefighting personnel paid a stipend, regardless of the amount, on a per event basis, or paid on- call, to be a combination fire department. This includes non-fire emergency medical service personnel of the department.

Emergency Medical Services Organization is a public or private organization that provides direct emergency medical services, including medical transport, and are not eligible for SAFER grant funding.

Explorer, Cadet or Mentoring Program, also known as a junior firefighter program, is a program conducted by a fire department to introduce youths between the ages of 15 and 18 to the fire service. Such programs teach basic firefighting skills, provide opportunities for mentorship by adult career and volunteer firefighters, and encourage future participation in the fire service. An explorer, cadet or mentoring program is a valuable volunteer firefighter recruitment tool because it grows the local population of individuals with basic firefighter training and interest in supporting their local fire department. Programs must be conducted in accordance with state and federal labor law and explorers, cadets, or junior firefighters should not engage in fireground/scene operations other than providing support or auxiliary work outside the operational area.

Fire Department is an agency or organization that has a formally recognized arrangement with a state, territory, local government, or Tribal Nation authority (city, county, parish, fire district, township, town, village or other governing body) to provide fire suppression on a first-due basis to a fixed geographical area. Fire departments may be comprised of members who are volunteer, career, or a combination of volunteer and career.

Firefighter is an individual having the legal authority and responsibility to engage in fire suppression; employed by a fire department of a municipality, county, fire district, or state, engaged in the prevention, control and extinguishing of fires; and responding to emergency situations in which life, property or the environment is at risk. This individual must be trained in fire suppression, but may also be trained in emergency medical care, hazardous materials awareness, rescue techniques, and any other related duties provided by the fire department.

Grant Administrator is an individual who is responsible for managing the financial and administrative aspects of grants supporting R&R projects or programs designed to benefit combination or majority volunteer fire departments. This role ensures compliance with grant terms, oversees budgeting and reporting, and facilitates the effective use of grant funds to achieve program objectives. The Grant Administrator serves as the liaison between the funding agency, program staff, and fire departments to ensure transparency and accountability.

Initial Full Alarm Assignment is the personnel, equipment, and resources ordinarily dispatched upon notification of a structural fire.

Majority Career departments are considered majority career if more than 50 % of the active firefighting membership is salaried staff.

Majority Volunteer departments are considered majority volunteer if more than 50 % of the active firefighting membership is NOT compensated for service other than a nominal stipend and insurance.

Mutual Aid is a written intergovernmental agreement between agencies or jurisdictions stating that they will assist one another on request by furnishing personnel, equipment or expertise in a specified manner (NFPA 1710 Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments, 2020 edition; and NFPA 1720 Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Volunteer Fire Departments, 2020 Edition).

National, State, Local or Federally Recognized Tribal Organizations that Represent the Interests of Volunteer Firefighters are organizations that support or represent the interests of firefighters in front of legislative bodies at the local, state, tribal or federal level. Such organizations include, but are not limited to, state or local firefighter or fire chiefs' associations, and volunteer firefighter relief organizations and associations. FEMA shall make the final determination as to whether an applicant is an appropriate volunteer firefighter interest group. The District of Columbia, the Commonwealth of the Northern Mariana Islands, the U.S. Virgin Islands, Guam, American Samoa, and the Commonwealth of Puerto Rico are all defined as "States" in the Federal Fire Prevention and Control Act of 1974. See 15 U.S.C. § 2203(10).

New Recruit is a volunteer that joins the department with the intent to serve as a firefighter, after the recipient is notified of the grant award (the date of the award notification email in FEMA GO).

Nominal Stipend is a stipend that does not exceed 20 % of what the fire department would otherwise pay to hire a full-time firefighter to perform the services for which the stipend is provided.

Whether a stipend falls above or below the 20 % threshold may be determined in one of two ways. Departments that maintain paid full-time firefighters on their payrolls may compare the

stipend to the salary they pay a full-time firefighter who performs similar services to determine whether the stipend is more or less than 20 % of that salary.

Departments that do not maintain full time firefighters on their payrolls may make the determination based on a comparison to the salary paid to a full-time firefighter in a neighboring jurisdiction, elsewhere in the state or ultimately the nation, and may also utilize data from the U.S. Department of Labor's Bureau of Labor Statistics. A nominal stipend may also include reimbursements to volunteer firefighters for approximate out-of- pocket expenses they incur.

If a stipend paid exceeds 20 % of the prevailing wage calculated as described above, then the firefighter receiving compensation would not qualify as a volunteer and is considered an employee who may be covered by the *Fair Labor Standards Act (FLSA)* minimum wage and overtime provisions.

Operational Budget is the funding supporting fire-related programs or emergency response activities (e.g., salaries, maintenance, equipment, apparatus).

Operational Position is a position with a primary assignment (more than 50 % of time) on a fire suppression vehicle, regardless of collateral duties, in support of the department's NFPA 1710 or NFPA 1720 compliance.

Paid-on-Call is defined as firefighters who are paid a stipend for each event to which they respond. Paid-on-call firefighters may be considered paid firefighters or volunteer firefighters, depending on whether the stipend they receive is a nominal stipend. For the purposes of this SAFER Program, a department whose membership is composed of all volunteer firefighters, including any paid-on-call firefighters who receive only a nominal stipend, will be considered a volunteer fire department. Also, for the purposes of this SAFER Program, a department composed of any paid-on-call firefighters who receive more than a nominal stipend will be considered a combination fire department. Also refer to the definition of a nominal stipend.

Part-Time Firefighter is a firefighter who works less than 40 hours per week. When more than one part-time firefighter shares a position that results in work in excess of 40 hours per week, FEMA considers that shared assignment to be a Full-Time Equivalent position that must be accounted for in the staffing information provided in the application.

Primary First Due is a geographic area surrounding a fire station in which a company from that station is projected to be first to arrive on the scene of an incident.

Program Manager is an individual who oversees the planning, execution and evaluation of R&R projects or programs designed to benefit combination and majority volunteer fire departments. This role ensures that all program activities align with organizational goals, comply with funding requirements, and achieve measurable outcomes. The Program Manager acts as a central point of coordination, managing resources, timelines, and stakeholder relationships to ensure program success.

R&R Coordinator is an individual who is responsible for developing, implementing and managing strategies to recruit and retain volunteer firefighters within combination and majority volunteer fire departments. This role focuses on outreach, engagement, and support initiatives to ensure the sustainability of volunteer staffing levels. Key responsibilities include organizing recruitment campaigns, conducting retention-focused activities, addressing barriers to volunteer participation, and fostering a positive environment within the fire department.

Salary is a fixed payment made by an employer to an employee to compensate for a regular work schedule. Typically, the payment is made monthly, biweekly or weekly, but often expressed as an annual sum. The salary structure should be documented in writing by the employer. Note: Only costs for overtime that an employer routinely pays as a part of a firefighter's regularly scheduled and contracted shift hours to comply with FLSA are eligible salary costs under the Hiring Activity.

State, as defined in 6 U.S.C. § 101(17), is defined as any of the 50 states, the District of Columbia, Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, and the Commonwealth of the Northern Mariana Islands.

Staffing and Deployment is the minimum staffing requirements to ensure enough members are available to operate safely and effectively as defined in NFPA 1710 and 1720.

Supplanting is to replace or take place of funds that would otherwise be available from state or local sources, or the Bureau of Indian Affairs.

Tuition Assistance is only eligible for reimbursement of undergraduate and graduate studies, vocational/technical training, certification, and job training programs for the member of the department and not a spouse nor a dependent.

Volunteer Fire Department, as defined in 15 U.S.C. § 2229, means a fire department that has an all-volunteer force of firefighting personnel.

C. Application Tips

The following information may be useful when preparing a competitive application:

- NFPA – "FREE ACCESS": As part of its commitment to enhancing public safety and supporting the emergency responder, the NFPA makes its codes and standards available online for free. Please visit http://www.nfpa.org/freeaccess.
- For the most competitive applications, select those local need(s) that most closely align with one or more SAFER Program funding priorities.
- Applications differ based on the applicant type. For example, the Hiring Activity application will be different from the fire department application for the R&R Activity; the R&R application will be different for a fire department than an interest organization. Be sure to select the appropriate applicant type when applying.
- When filling out the online application, applicants are required to provide basic demographic information regarding their organization and the community served and

must provide detailed information regarding the items or activities for which they are seeking funding.
- If awarded, the application request(s) may be modified during the award review process; if the awarded activities, Scope of Work, or amount(s) do not match the application as submitted, the grant recipient shall only be responsible for completing the activities funded. The grant recipient is under no obligation to start, modify or complete any activities requested, but not funded by this award. Please review the Award Package.

D. Funding Limitation

Specific funding parameters are either required by law or are the outcome of recommendations from the CDP. Each requirement is identified below, followed by the source of the requirement noted in parentheses:

- A total of 10 % of the funding appropriated for FY 2025 SAFER Program awards is set aside for the recruitment and retention of volunteer firefighters (15 U.S.C. § 2229a(a)(2)).
  - No more than 33 % of the total amount allocated for the recruitment and retention of volunteers can be awarded to national, state, local, territorial, or federally recognized tribal organizations that represent the interests of volunteer firefighters (CDP).
- A total of 10 % of funding appropriated for FY 2025 SAFER Program awards is set aside for grants awarded to all volunteer or majority volunteer departments for hiring of firefighters (15 U.S.C. § 2229a(a)(1)(H)).
  - A majority volunteer fire department is one that more than half its personnel do not receive financial compensation for their services, other than life, health and worker's compensation insurance, or a nominal stipend payment, including certain paid-on-call personnel. Although applications are normally awarded based on total score (high to low), to meet this 10% statutory set aside, the SAFER Program Office may be required to fund an application that meets the criteria for the set aside instead of a higher-scoring application that does not meet the set aside criteria (15 U.S.C. § 2229a(a)(1)(H)).
  - If FEMA awards less than 10 % of the funds available for the hiring of firefighters to volunteer and majority volunteer fire departments, it must transfer the remaining funds to provide grants for the recruitment and retention of volunteer firefighters (15 U.S.C. § 2229a(a)(1)(H)).

E. Funding Priorities

a. ***Meeting the National Standards***

FEMA prioritizes bringing non-compliant (NFPA 1710 or 1720) departments into compliance in the most cost-effective manner.

FEMA will ask applicants general questions about the NFPA standard they are attempting to meet as well as their current ability to meet that standard (without the use of overtime).

FEMA will also ask applicants to indicate what their ability will be to meet that same standard if awarded grant funds. Having additional firefighters on staff should improve a local fire

department's ability to comply with the staffing, response and operational standards that enhance community and firefighter safety.

Applications resulting in the largest percentage increases in compliance with the relevant section of NFPA 1710 (for career departments) or 1720 (for volunteer departments) receive higher pre-scores than applications resulting in smaller percentage increases in compliance.

Note: SAFER Program grants focus only on the Deployment, or Staffing and Deployment sections of these two standards, respectively.

- NFPA 1710 Assembly Requirements – Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Department (Section 5.2.4.1 – Single-Family Dwelling Initial Full Alarm Assignment Capability, Section 5.2.3.1 – Engine Companies, 3.3.53 Rapid Intervention Crew). This standard applies primarily to career fire departments and combination departments if the combination department chooses it.

- NFPA 1720 Assembly Requirements – Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Volunteer Fire Departments (Section 4.3 – Staffing and Deployment, Section 4.6 Initial Firefighting Operations). This standard applies primarily to all-volunteer fire departments, but it may also apply to combination departments if the combination department does not choose to comply with the NFPA 1710 standard.

F. Hiring Activity Overview

Hiring Activity grants help volunteer, combination and career fire departments improve or restore staffing levels for better emergency response and safer incident scenes. FEMA provides these grants directly to fire departments, offering financial support to hire new firefighters **("New Hires")** and expand their frontline workforce.

All the following are considerations in prescoring and peer review determinations: High (H), Medium (M), Low (L)

a. ***Compliance with NFPA Standards***

The tables below identify the priority levels for current and new compliance with the NFPA 1710/1720 standards discussed in Appendix B Section E. Funding Priorities of this NOFO.

Current (Pre-Award) 1710/1720 Compliance Priorities	
H Never or 0%	**M** Half of the time or 40-59%
H Rarely or 1-19%	**L** Very often or 60-79%
M Sometimes or 20-39%	**L** Most of the time or 80-100%

New (Post-Award) 1710/1720 Compliance Priorities

H Always or 91-100%	**M** Half of the time or 40-59%
H Most of the time or 80-90%	**L** Sometimes or 20-39%
M Very often or 60-79%	**L** Rarely or 0-19%

b. ***Call Volume and Population Served***
Department call volume and population served are both factors in the initial application evaluation. Departments responding to a higher number of incidents and departments that protect a larger jurisdiction will receive higher consideration than those departments responding to fewer incidents and protecting smaller jurisdictions.

c. ***Firefighter Health Measures***
The health and well-being of firefighters is of paramount importance. Therefore, applicants who indicate they will provide newly hired firefighters with an entry-level physical and receive immunizations and who indicate they will provide annual medical exams receive higher consideration than applicants who do not specify that these benefits will be provided. To qualify for this higher consideration, the physicals must be consistent with those required under NFPA 1580 Chapter 13, Occupational Medical: Evaluations (NFPA 1582).

Entry-Level Medical Exams	
H NFPA 1582-compliant physicals	**M** Non-NFPA 1582-compliant physicals

Annual Medical Exams	
H NFPA 1582-compliant physicals	**M** Non-NFPA 1582-compliant physicals

d. ***Training Requirements***
Applicants receive higher pre-scores if the personnel funded under the grant will meet the minimum Emergency Medical Services (EMS) training and certification requirements prescribed by the AHJ.

G. R&R Activity – Fire Departments Overview

R&R Activity grants help fire departments recruit and keep volunteer firefighters trained in firefighting and emergency response. These increase the number of skilled, certified, and capable firefighters who can safely respond to emergencies in the department's service area.

The following are considerations in prescoring and peer review determinations. Program priorities are listed as: **High (H), Medium (M), Low (L)**

a. ***Compliance with NFPA Standards***
The highest priority is to assist departments experiencing a high rate of turnover and that have staffing levels significantly below the ideal staffing level required to comply with NFPA standards 1710 or 1720 as discussed in Appendix B – Programmatic Information and Priorities, Funding Priorities of this NOFO.

b. ***Volunteer Membership***

Departments or organizations with the highest percentage of volunteers are prioritized for recruitment and retention support. Applicants with mostly volunteer members or a large number of volunteer firefighters will receive greater consideration.

Percentage of Volunteer Firefighters	
H 91-100%	M 41-50%
H 81-91%	M 31-40%
H 71-80%	L 21-30%
H 61-70%	L 11-20%
M 51-60%	L 1-10%

c. ***Call Volume***
Department call volume is a factor in the initial evaluation. Departments responding to a higher number of incidents receive higher consideration.

d. ***Firefighter Health Measures***
Applicants who commit to providing newly recruited firefighters with an entry-level physical, immunizations, and annual medical exams will receive higher consideration. These physicals must meet the standards outlined in NFPA 1582, Chapter 13: Occupational Medical Evaluations.

Additionally, applicants who offer worker's compensation or Accidental Death & Dismemberment (AD&D) benefits to their members will receive higher consideration compared to those who do not specify these benefits.

Entry-Level Medical Exams	
H NFPA 1582-compliant physicals	M Non-NFPA 1582-compliant physicals

Annual Medical Exams	
H NFPA 1582-compliant physicals	M Non-NFPA 1582-compliant physicals

e. ***Firefighter Training and Certification Requirements***

Firefighter	
H Both Firefighter (FF) II/Emergency Medical Technician (EMT)	M FF I
H FF II	L First Responder
M Both FF I/EMT	

f. ***R&R Coordinator/Program Manager/Grant Administrator***

R&R Coordinator
H Applicants who currently have an R&R coordinator, program manager, or grant administrator in place
M Applicants who request grant funding for an R&R coordinator, program manager, or grant administrator's position

L Applicants who do not have, or are not requesting, an R&R coordinator, program manager, or grant administrator

g. ***Regional Requests***

Applications that will have a direct regional or local benefit beyond the immediate boundaries of the applicant's first-due area will receive higher consideration.

A regional request is an opportunity for an eligible R&R Activity organization to act as a host and apply for funding on behalf of itself and any number of other participating R&R Activity eligible organizations. Regional activities should achieve cost effectiveness, support regional efficiency and resilience, and have a direct regional or local benefit to more than one local jurisdiction (county, parish, town, township, city, or village). Direct regional or local benefit means that other eligible organizations will receive a portion of the grant-awarded funds, and will receive and/or share items purchased with those funds

The community identification characteristic, the organizational status of the applicant, and the permanent resident population should be entered for the host entity, regardless of the composition of the participating partners.

Regional populations served are the aggregate of the geographically fixed areas of the host and participating partner organizations.

Neither the regional host nor any participating partner is prevented from also applying on behalf of their own organization for SAFER funding. However, the regional host or participating partner must not apply for a project or activity that conflicts with or duplicates another project or activity that the host or participating partner already benefits from, or will benefit from if awarded. Applicants must certify that the organizations participating in the application have not received grants for similar items, activities or projects.

In completing the application, the host applicant must include a list of all participating organizations, including a point of contact and phone number for each organization that will directly benefit from the regional project if they receive the grant.

To apply for a regional project, the host organization must agree, if awarded, to be responsible for all aspects of the grant. This includes, but is not limited to, cost share, accountability for the assets, and all reporting requirements in the regional application.

All participants of a regional application must comply with SAFER Program requirements. Upon notification by the SAFER Program Office, the host agency shall not distribute grant-funded assets or provide grant-funded contractual services to non-compliant partner organizations. The host and the delinquent partners will be notified by the SAFER Program Office of their specific non-compliance.

Regional host applicants and participating partner agencies must execute a Memorandum of Understanding (MOU), or equivalent document signed by the host and all participating organizations participating in the award. The MOU must specify the individual and mutual

responsibilities of the host and participating partners, the host's and participants' level of involvement in the project(s), the participating partners' EINs, and the proposed distribution of all grant-funded assets or contracted services. Any entity named in the application as benefiting from the award must be an eligible SAFER Program organization and must be a party to the MOU or equivalent document. **Copies of the MOU or equivalent document must be submitted as an attachment in the application**.

H. R&R Activity – National, State, Local, Territorial, or Federally Recognized Tribal Nation Volunteer Firefighter Interest Organizations (Interest Organizations) Overview

Grants awarded under this R&R Activity are to applicants who identify as an Interest Organization. These grants are intended to create an aggregate increase in the number of trained, certified, and competent firefighters capable of safely responding to emergencies on behalf of the fire departments being represented. For this reason, projects that are comprehensive in nature and based on a clear needs assessment, implementation plan, evaluation plan, and have, or will establish, fire service partnerships will receive higher consideration.

In completing the application, the applicant must include data that approximates the characteristics of the entire region and all fire departments affected by the grant. If awarded, recipients may be required to provide documentation of each fire department's consent to participate in the application. Applicants must also certify that they will ensure the fire departments participating in this application have not received grants for similar items/activities. The following identifies the elements that the applications will be evaluated on during the pre-scoring process. Automated (pre-score) evaluation scores represent 30 % of the total application score.

All the following are considerations in pre-scoring and peer review determinations. Program priorities are listed as: **High (H), Medium (M), Low (L)**

a. ***Compliance with NFPA Standards***

The highest priority is to assist departments experiencing a high rate of turnover that have staffing levels significantly below the ideal staffing level required to comply with NFPA standards 1710 or 1720 as discussed in Appendix B – Programmatic Information and Priorities, Funding Priorities of this NOFO. Interest Organizations that currently have the lowest recruitment and retention rates among the entire region and all fire departments benefitting from the grant funds receive higher consideration for funding.

b. ***R&R Coordinator/Program Manager/Grant Administrator***

R&R Coordinator
H Applicants who currently have a coordinator, program manager, or grant administrator in place
M Applicants who request grant funding for a coordinator, program manager, or grant administrator's position
L Applicants who do not have, nor are not requesting, a coordinator, program manager, or grant administrator

c. *Needs Assessment*

Needs Assessment	
H Applicants with projects based on a needs assessment	L Applicants with projects that are not based on a needs assessment

d. *Fire Service Partnerships*

Fire Service Partnerships	
H Applicants who have, or will establish, fire service partnerships as part of this project	L Applicants who will not have, nor establish, fire service partnerships as part of this project

I. Eligible and Ineligible Costs and Requirements

Regardless of the eligibility of any costs requested or the results of the review of the application conducted in accordance with Section 7 Application Review Information of this NOFO, FEMA reserves the right to approve the activities requested in an application in whole or in part.

Hiring Activity – Eligible Costs and Requirements

Eligible Costs:

- Salary and associated benefits (actual payroll expenses) for the positions funded under the SAFER Program grant are eligible. Costs are reimbursable if they are included as part of the standard package, available to all operational firefighter positions, contractually obligated, and reimbursed via payroll. Refer also to the definitions in Appendix B – Programmatic Information and Priorities, Supporting Definitions for this NOFO or this NOFO.
- Compensation for a firefighter's normal, contracted work schedule is reimbursable, but overtime costs are not eligible for reimbursement by the SAFER Program grant award (including overtime for holdovers, extra shifts, to attend training, etc.). Only costs for overtime that the fire department routinely pays as a part of the base salary or a firefighter's regularly scheduled and contracted shift hours, to comply with FLSA, are eligible. For more information on FLSA, please visit the U.S. Department of Labor.
- Salaries and benefits of firefighters hired with SAFER Program funding while they are engaged in initial recruit training are eligible.

Eligibility Requirements:

- Only firefighters hired after the SAFER Program grant offer of award ("New Hires") are eligible for grant funding.
- Only full-time positions are eligible for funding. A full-time position is one position that is funded for at least 2,080 hours per year, e.g., 40 hours per week, 52 weeks per year.
- SAFER Program grant funds will only pay for operational positions, whose primary assignment (greater than or equal to 50 % of the time) is on a fire suppression vehicle, regardless of collateral duties.

Hiring Activity – Eligible Costs and Requirements

- Only volunteer and mostly volunteer fire departments may hire individuals to fill officer-level positions (e.g., chief, fire inspector, training officer, safety officer) in addition to their primary operational assignment.
- Funds received under the SAFER Program must not be used to replace funds that would be available from state or local sources, or from the Bureau of Indian Affairs, but shall be used to increase the amount of funding that would, in the absence of Federal funds received, be made available from state or local sources, or funds supplied by the Bureau of Indian Affairs.

Hiring Activity - Ineligible Costs

- Salaries and benefits for full-time firefighters who were employees at the time of grant award are ineligible.
- Salaries and benefits for job-sharing positions (e.g., utilizing more than one person to fill a full-time SAFER Program-funded position) are ineligible.
- SAFER Program funding may not be used to fund promotions for existing members (i.e., to promote a current member by placing the member in a new SAFER Program-funded position with a higher salary).
- Pre-application costs, such as grant writer fees, administrative hiring costs (e.g., physicals, medical exams, background checks, etc.), and indirect costs associated with hiring firefighters are ineligible.
- Costs to train and equip firefighters (e.g., personal protective equipment or Turnout Gear) are ineligible unless they are salaries and benefits for firefighters hired under the SAFER Program while they are engaged in training.
- Costs for additional benefits such as uniform allowances, education stipends, meal allowance, etc., are ineligible unless they are contractually obligated, included as part of the standard benefits package for all employees, and reimbursed via payroll.
- Costs of annual physicals or medical exams are ineligible.
- Overtime costs are ineligible unless they are costs that the fire department routinely pays as a part of the base salary or a firefighter's regularly scheduled and contracted shift hours to comply with the Fair Labor Standards Act (FLSA).
- M&A costs.
- Indirect costs.

R&R Activity – Eligibility Requirements

- Applicants must clearly connect the requested activities to the specific recruitment or retention challenges they aim to address. FEMA will not approve funding for any budget item unless the applicant provides enough detail showing how it will improve recruitment and retention. Costs must be reasonable, as determined by FEMA.
- Applicants who propose to focus on retention of volunteers will receive equal consideration as applicants focusing on recruitment of volunteers. A focus on retention may include providing incentives for volunteer firefighter members to continue service in a fire department.

R&R Activity – Eligibility Requirements

- SAFER Program grant funds may only be used for volunteer firefighters who are involved with, or trained in, the operations of firefighting and emergency response.
- FEMA recommends that departments consult their AHJ or the department's legal counsel to understand the full legal and financial implications involved with implementing or sustaining programs that offer benefits or financial awards to firefighters (e.g., stipends, Length of Service Award Program (LOSAP), or Retirement Program).
- All grant-related purchases and activities must be incurred, received and completed within the POP. The period of coverage or service delivery on all contracts and agreements may not begin prior to or extend beyond the POP of the grant. FEMA may permit prorated costs to be charged to the grant for training courses that begin during the period of performance but end after the POP ends.
- All funded activities under the R&R Activity must be governed by formally adopted Standard Operating Procedures (SOPs). Minimally, these SOPs should specify who qualifies for each of the incentives, specific requirements for earning the incentives, and the disposition of the awarded incentives if an individual fails to fulfill the stipulations. FEMA may ask for copies of SOPs before or after being awarded.
- Funds received under the SAFER Program must not be used to replace funds that would be available from state or local sources, or from the Bureau of Indian Affairs, but shall be used to increase the amount of funding that would, in the absence of Federal funds received, be made available from state or local sources, or funds supplied by the Bureau of Indian Affairs.

R&R Activity – Eligible Costs: High Priority

- Costs to conduct a staffing needs assessment to determine the operational staff and support necessary for the fire department to perform its duties safely and effectively. This may include costs for data collection supplies, hiring contractors or personnel to gather and analyze data, and purchasing software programs.
  - **Note:** If a staffing needs assessment is requested and the application is selected for funding, the staffing needs assessment will be the only activity that will be funded.
- Costs to support a R&R Coordinator, a Program Manager, and/or a Grant Administrator (including reasonable salary, fringe benefits, contract support, supplies, travel, etc.).
  - **Note:** Computers for these positions are low priority items.
- Marketing Program to recruit new volunteer firefighters, such as:
  - Media advertising (e.g., television, radio, social media);
  - Print advertising (e.g., newspapers, billboards, signs, banners, brochures, flyers); and,
  - LED/electronic sign. Note: This is a high priority item only when included as part of a comprehensive marketing program. Only one LED/electronic sign is allowed per applicant and 75% of usage must be dedicated to R&R activities. Allowable costs may be limited to reasonable amounts as determined by FEMA. Additional restrictions apply (for details see Section 10.B.a. Environmental Planning and Historic Preservation (EHP) Compliance of this NOFO).

R&R Activity – Eligible Costs: High Priority
○ **Note:** If requesting funds to recruit new members, a marketing plan must be in place, or the application must show a marketing plan will be implemented either with grant funds (requested as a line item) or that the applicant will implement a marketing plan using existing department resources. • New Member Costs may include: ○ Entry-level physical exam for each new recruit; ○ Annual physicals for newly recruited members; and ○ Station duty uniforms. • Wellness and Fitness for Existing Members. Wellness and Fitness costs of an annual exam may include: ○ Physical exams; ○ Job-related immunization; ○ Periodic Physical Exam/Health Screening; ○ Behavioral health; ○ Traditional therapies and preventative care facilitated by a licensed mental health or physical healthcare provider; and ○ Cancer Screening Program to meet NFPA 1582. ○ **Note:** All grant-funded physicals (except those for explorers/cadets) must meet NFPA 1582 standards (Chapter 9, Occupational Medical Evaluation). • Employee Assistance Program (EAP) to provide behavioral health training for coping with fire service duties. • New Recruit Basic Training: Training required by the Authority Having Jurisdiction (AHJ) to meet minimum firefighter certification (e.g., CPR, First Responder, EMT, FF1, FF2) that is not covered under the department's normal operating budget is eligible. ○ Reimbursement is also eligible for members' lost wages, mileage/transportation costs, lodging, and per diem while attending required basic training. ○ **Note:** Mileage/transportation, lodging and per diem costs must comply with the department's written travel policies and procedures. If no policies are established, reimbursement will be at the federal government rate. • Leadership or Career Development Training: Leadership or career development training, when used as a retention incentive and not covered under the department's normal operating budget, is eligible. ○ Reimbursement is also eligible for members' lost wages, mileage/transportation costs, lodging, and per diem while attending leadership/career development training or conferences. ○ **Note:** Mileage/transportation, lodging, and meal costs must comply with the department's written travel policies and procedures. If no policies are established, reimbursement will be at the federal government rate. ○ To be eligible, courses must provide Continuing Education Units (CEU) or certificates of completion. • Instructor/train-the-trainer training that is not covered under a department's normal operating budget. • Reimbursement to members for lost wages, mileage and transportation costs, lodging costs, and per diem while attending instructor/train-the-trainer training are also eligible.

R&R Activity – Eligible Costs: High Priority

- **Note:** Costs for mileage/transportation, lodging, and per diem must comply with the department's written travel policies and procedures. If policies are not established, costs will only be reimbursed at the federal government rate.

- Tuition assistance for higher education (including books, lab fees and student fees).
  - Coursework or certifications in this category should be more advanced than what departments typically fund for required minimum-staffing requirements and specific to an accredited university or trade school program.
  - Courses are not limited to firefighter training or education.
  - Only tuition payments for classes offered and taken during the POP are allowable.
  - Computers for individual students are not eligible for funding.
  - Payments for student loans are not eligible for funding.
  - Recipients must provide internal policies that explain how funding is administered.
  - Allowable costs may be limited to reasonable amounts, as determined by FEMA.
- Personal Protective Equipment (PPE) or Turnout Gear.
  - PPE may only be funded for new firefighters that join the department after the date of grant award, that successfully pass an NFPA 1582-compliant physical, and that are certified as "fit for duty." PPE purchased with SAFER Program funding must be utilized by adequately trained staff.
  - Funds are available to acquire Occupational Safety and Health Administration-required and NFPA-compliant PPE for firefighting personnel. In addition, PPE must meet any national or state standards and increase firefighter safety. Failure to meet these requirements may result in ineligibility for PPE funding. Copies of NFPA standards may be reviewed at http://www.nfpa.org/freeaccess.
  - Only actual costs for PPE are allowed.
  - Allowable costs may be limited to reasonable amounts, as determined by FEMA.
  - To receive payment, recipients must provide the following documentation to support the purchase of PPE:
    - Proof of cost (e.g., invoices) and proof of payment (e.g., canceled checks, bank statements, electronic funds transfers) for PPE.
    - Proof that the firefighter(s) have passed an NFPA 1582-compliant physical and are certified as "fit for duty."
  - Eligible PPE Costs:
    - Only one set of PPE for structural and wildland firefighting per each new recruit.
    - The SAFER Program considers a complete set of structural PPE to be composed of one self-contained breathing apparatus (SCBA) mask or face piece, one pair of pants, one coat, one helmet, two hoods, one pair of boots, two pairs of gloves, one pair of suspenders, and one pair of goggles. In those jurisdictions where additional PPE, like Personal Safety or Rescue Bailout Systems are statutorily required, the SAFER Program will consider all statutorily required items to be part of a complete PPE set.
    - The SAFER Program considers a complete set of wildland PPE to be comprised of one pair of pants, one coat, one jumpsuit, one helmet, one pair of boots, one pair of gloves, one pair of suspenders, one pair of goggles, one fire shelter, one web gear, one backpack, and one canteen or other hydration system.

R&R Activity – Eligible Costs: High Priority

- LOSAP or Retirement Program:
  - Establishment of a new LOSAP or Retirement Program.
  - Increasing coverage of an existing LOSAP or Retirement Program to include new recruits.

R&R Activity – Eligible Costs: Medium Priority

- Nominal stipends, as defined under Appendix B – Programmatic Information and Priorities, Supporting Definitions for this NOFO in this NOFO for volunteer firefighters who are involved with, or trained in, the operations of firefighting and emergency response (e.g., Pay-per-Call, Points Based System, etc.). Stipends may only be provided for participation in operational (firefighting) activities, such as duty shifts, operational training, or responding to incidents.
  - Food vouchers may be used for nominal stipends if the Narrative supports their use as an effective recruitment and retention tool for the department. However, food vouchers must be issued through formally adopted SOPs.
  - Award recipients must maintain records of all food vouchers including firefighter name, amount, date received, and signature of the receiving firefighter.
  - Gift cards may not be used for nominal stipends. For information on gift cards, see Low Priority – Awards/Incentives below.
  - Only actual costs for stipends are allowed.
  - Allowable costs may be limited to reasonable amounts as determined by FEMA.
- Costs to support explorer, cadet, or mentoring programs, such as:
  - Only one set of station duty uniforms (the SAFER Program considers one set of station duty uniform as one pair of pants, one shirt, one hat, and one pair of boots) for each newly recruited cadet/explorer per the department's documented uniform policy.
  - Training (Non-Immediate Danger to Life and Health [IDLH]), including training supplies.
  - One set of structural or wildland PPE as defined above for each new cadet/explorer that joins the department after the date of grant award, with the following two exceptions: 1) SCBA mask/face pieces are not eligible because PPE for explorers/cadets may not be used in an IDLH atmosphere, and 2) physicals for explorers/cadets are not required to meet NFPA 1582.
  - One introductory physical exam per each newly recruited explorer/cadet.
  - Nominal stipends, when governed by a formally adopted SOP and provided consistent with applicable state and federal labor laws.
- Insurance packages (e.g., AD&D, workers compensation, disability, health, dental, life).
- Exercise equipment is limited to no more than $10,000 total per grant award.
- Wellness programs. Wellness program costs are only eligible for funding if the application also requests funding for a High Priority Wellness and Fitness cost (e.g. physical exams). Wellness program costs may include:
  - Candidate physical ability evaluation;
  - Injury/illness rehab;
  - Formal fitness, injury prevention; or
  - International Association of Fire Fighters (IAFF) or IAFC peer fitness trainer program.

R&R Activity – Eligible Costs: Low Priority

- New Member Costs. Only one set of station duty uniforms for new firefighters that join the department after the date of grant award, per the department's documented uniform policy. The SAFER Program considers one set of station duty uniforms as one pair of pants, one shirt, one hat, and one pair of boots. Class A or B uniforms (e.g., Dress Uniforms) and badges are not eligible costs.
- American National Standards Institute-approved retro-reflective highway apparel.
- PPE gear bags.
- Costs for advanced training not currently covered under the department's operating budget (e.g., extrication training, specialized equipment training, swift water rescue, etc.). Advanced training requests are only eligible for members who have already met the minimum firefighter certifications required by the AHJ and must closely correlate to the applicant's recruitment and retention goals.
  - Reimbursement to members for lost wages, mileage and transportation costs, lodging costs, and per diem while attending advanced training are also eligible.
  - **Note**: Costs for mileage and transportation costs, lodging costs, and per diem must comply with the department's written travel policies and procedures. If policies are not established, costs will only be reimbursed at the federal government rate.
- Two computers (including monitor, keyboard, mouse) and printer for grant-appointed R&R Coordinator, Program Manager, and/or Grant Administrator.
- Awards or Incentive program for participation in operational (firefighting) activities, such as operational training or responding to incidents (e.g., gift cards for top responders, non-uniform clothing).
  - Non-uniform clothing is only eligible as part of an award program. Non-uniform clothing is limited to a shirt, jacket or pullover. Class A or B uniforms (e.g., Dress Uniforms) are not eligible costs.
  - A logbook for the purchase and issuance of gift cards is required. The logbook must include name of recipient, date, amount of card, reason for issuance, and signature of recipient. Gift cards should be issued to operational firefighters who have completed the minimum firefighter training required by the AHJ.
- LED/electronic sign when it is not included as part of a comprehensive marketing program.
- Fire service association membership fees.
- Projector or screen to support classroom training.
- Payments for housing or rent for volunteers at or near the fire station.
- Other costs associated with new recruits (background checks, aptitude tests, etc.).
- Station modifications, remodeling or renovation of existing facilities.
  - Remodeling or renovations to an existing facility are allowable (e.g., converting space into bunkroom) and must directly relate to the identified recruitment or retention problems or issues being addressed with the grant. The renovations must be minor interior alterations not to exceed $10,000 total per grant award.
  - Remodeling or renovations may not change the footprint or profile of the building.

R&R Activity – Eligible Costs: Low Priority

- A request for modifications to facilities may require EHP review (for details see Section 10.B.a. Environmental Planning and Historic Preservation (EHP) Compliance of this NOFO). Recipients are encouraged to have completed as many steps as possible for a successful EHP Review in support of their proposal for funding, including coordination with their State Historic Preservation Office to identify potential historic preservation issues and to discuss the potential for project effects, and compliance with all state and EHP laws and requirements. Preservation Office to identify potential historic preservation issues and to discuss the potential for project effects, and compliance with all state and EHP laws and requirements.
- Written approval must be provided by FEMA before using any SAFER Program funds for remodeling or renovation. If awarded funds for remodeling or renovation, recipients may be required to submit evidence of approved zoning ordinances, architectural plans, any other locally required planning permits, and a notice of interest.

R&R Activity – Eligible Costs: Non-Prioritized Costs

- M&A costs up to 3 % of the total awarded amount in accordance with 2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. M&A costs must be identifiable and directly related to the implementation and management of the SAFER Program grant. Salaries and fringe benefits for personnel directly supporting the grant are not required to be included in the M&A budget line item.
- Indirect costs for national, state, local or federally recognized Tribal Nation volunteer firefighter interest organizations that are expended pursuant to Section 3.H. Indirect Costs (Facilities and Administrative Costs).
- Up to $1,500 in grant writer fees for application preparation but not grant administration. The fee must have been paid between 90 days before the publication date of this NOFO and up to 30 days of the end of the application period and prior to any contact with SAFER Program Office staff or an Offer of Award. For details see Appendix C – Award Administration Information, Grant Writer/Preparation Fees.
- Audit costs proportional to the total SAFER Program award. Recipients of multiple federal funding sources can only charge a pro rata share of the audit cost(s) to the SAFER Program award, and they must be incurred during the POP.

R&R Activity – Ineligible Costs

This list is not exhaustive:

- Salary and benefits for firefighters.
- Retroactive payments or recognition for operational services or non-operational activities (including payments, gift cards, recruitment bonuses, or stipends for recruiting firefighters) rendered prior to the grant award.
- Costs incurred (including the delivery of goods or services) outside of the period of performance except for grant writer fees; see Appendix C – Award Administration Information, Grant Writer/Preparation Fees.

R&R Activity – Ineligible Costs

- Fire suppression equipment.
- Vehicles.
- Fire simulators, fire evolution, or fire training props (e.g., burn trailers, forcible entry, rescue/smoke maze, flashover simulators).
- Supplies, expendables, or "one time" use items such as foam, fuel/propane, breaching materials (e.g., wood or sheetrock).
- Sirens, warning lights for fire department or private vehicles, or other outdoor warning devices.
- Communication equipment and monthly expenses including cell phones, pagers, portable radios, or Computer-aided Dispatch systems.
- Video cameras or recording equipment.
- Photographs or photographer services, unless part of a marketing contract for recruitment of new members.
- Intruder alerting systems and deployment notification systems.
- Payments for travel to or participation in leisure or social activities such as theater tickets, entertainment tickets, and trips (e.g., professional sporting events).
- Costs associated with award banquets, such as food, photographers, refreshments, entertainment, or rental facilities. Reimbursement for actual awards (e.g., plaques and trophies) is eligible.
- Costs for food or refreshments that are not part of a conference or training hosted by the grant recipient (food vouchers can be requested as a nominal stipend but must be provided only under formally adopted SOPs).
- Costs for training currently covered under the department's operating budget (e.g., tuition or instructor fees for department-mandated, basic-level training).
- Tuition assistance for family members of the volunteer.
- Services at a member's personal residence (e.g., internet access, plowing of driveways).
- Furniture (except for newly converted bunkrooms), televisions, fixtures, appliances (e.g., refrigerators), and entertainment equipment.
- "Giveaways" for recruitment events, such as stickers, pencils, pens, t-shirts, cups, mugs, or balloons.
- Fees for courses and training that are available free of charge on the internet or at state or local training facilities (e.g., NIMS 100, 700, 800).
- Costs for fuel. Costs for travel to training or other eligible activities are reimbursed through mileage rates.
- Gym Memberships.
- Payments for student loans.
- Mileage reimbursement for responding to incidents or periodic operational training at the fire house. Mileage reimbursement is allowed for other types of training as explained under eligible costs.
- Station internet access or user fees and equipment to install internet, such as routers.
- Continued funding of an existing (or previously funded through the SAFER Program) LOSAP or Retirement Program.

R&R Activity – Ineligible Costs

• Computers in common areas or individual computers for training or education.
• Copiers and printers.
• Incentives for career firefighters within the recipient's fire department.
• Ineligible explorer, cadet, mentoring program expenditures:
  ○ SCBAs, including masks/face pieces.
  ○ Anything involving the IDLH atmosphere.
  ○ Any activities precluded by the AHJ.
• Ineligible PPE expenditures:
  ○ Three-quarter length rubber boots.
  ○ SCBAs (not including SCBA masks or face pieces).
  ○ PASS Devices.
  ○ Spare cylinders.
  ○ Bomb disposal suits.
  ○ PPE for hazardous materials and other specialized incidents.
  ○ More than one set of structural or wildland PPE per newly recruited member (within the period of performance).
• PPE for existing members, R&R Coordinator, Program Manager, and/or Grant Administrator.

13. Appendix C – Award Administration Information

Appendix C contains detailed information on SAFER Program Award Administration. Reviewing this information may help recipients in the programmatic and financial administration of their award(s).

A. Help FEMA Prevent Fraud, Waste and Abuse

If applicants or recipients have information about instances of fraud, waste, abuse or mismanagement involving FEMA programs or operations, they should contact the DHS OIG Hotline at (800) 323-8603, by fax at (202) 254-4297, or email to HOTLINE@oig.dhs.gov.

B. Grant Writer and Preparation Fees

Fees for grant writers may be included as a pre-award expenditure. For grant writer fees to be eligible as a pre-award expenditure, the services must be competitively sourced, specifically identified, and listed within the "Grant Request Details" section of the application and must satisfy the requirements under 2 C.F.R. § 200.458. FEMA will only consider reimbursements for application preparation, not administration, up to $1,500 peryear. Grant writer fees must be paid between the 90 days beforethe publication date of this NOFO and up to 30 days after the application period closes. For the grant writer fees held either on retainer or subscription basis to be an eligible pre-award cost, the claimed retainer or subscription must have been competitively secured, and the costs are limited to the start of the appropriation period for the underlying award and meet the requirements under 2 C.F.R. § 200.458. Fees payable on a contingency basis are not an eligible expense.

Pursuant to 2 C.F.R. Part 180, recipients may not use federal grant funds to reimburse any entity, including a grant writer or preparer, if that entity is presently suspended or debarred by the federal government from receiving funding under federally-funded grants or contracts. Recipients must verify that the contractor is not suspended or debarred from participating in specified federal procurement or non-procurement transactions pursuant to 2 C.F.R. § 180.300.

Before submitting the application, please review all work produced by grant writers or other third parties for accuracy. By submitting the application, applicants are certifying all information contained therein is true and an accurate reflection of the organization. Regardless of the applicant's intent, the submission of information that is false or misleading may result in consequences imposed by FEMA. These consequences may include, but are not limited to, the submitted application not being considered for award, temporary withholding of funding under the existing award pending investigation, or referral to the DHS OIG.

The following documentation shall be provided to FEMA upon request:

1. A copy of the grant writer's contract for services;
2. A copy of the invoice or purchase order;
3. A copy of the canceled check (front and back); and
4. Evidence that the services were competitively procured.

Failure to provide the requested documentation may result in the grant writer fee being deemed ineligible and the grant reduced accordingly.

Note: FEMA requires that all applicants identify the following as "Application Participants" in the "Contact Information" section of the application: Any individual or organization that assisted with the development, preparation, or review of the application to include drafting or writing the narrative and budget; whether that person, entity, or agent is compensated or not; and whether the assistance took place before submitting the application.

C. Maintenance and Sustainment

The use of FEMA Preparedness Grant funds for the cost of repairs or replacement, as well as maintenance contracts, warranties, and user fees may be allowable.

Routine upkeep and the supplies, expendables, or one-time use items that support routine upkeep (e.g., gasoline, tire replacement, routine oil changes, monthly inspections, or grounds and facility maintenance) are the responsibility of the recipient and may not be funded with SAFER Program funding.

Generally, when purchasing a maintenance agreement, service contract, or extended warranty for systems or equipment, the period of coverage provided under such a plan may not extend beyond the period of performance of the grant with which the agreement, warranty or contract is purchased.

D. Taxes, Fees, Levies and Assessments

Taxes, fees, levies or assessments that the recipient is legally required to pay and are directly related to any eligible SAFER Program acquisition activity may be charged to a SAFER Program award pursuant to 2 C.F.R. § 200.470. These charges shall be identified and enumerated in the SAFER Program application narrative, as well as the "Grant Request Details" section of the acquisition activity.

Any avoidable and unreasonable costs that result from the action or inaction of a recipient (or recipient's agent) or that prevent that recipient from enjoying any lawful exemption, waiver or reduction of any tax, fee, levy or assessment directly related to any eligible SAFER Program acquisition activity are not chargeable to any SAFER Program award.

Example: Governmental entities and Public Safety Agencies are exempt from some Federal Communications Commission (FCC) fees, but only if the eligible organization submits an exemption or waiver request to the FCC.

E. Excess Funds

FEMA expects recipients to complete awarded activities within the budget allocated. However, excess funds may remain after completing the original project described in the recipient's award. This may be due to cost savings from under-budget acquisition activities or competitive procurement processes. These excess funds are to generally be deobligated and may not be used for additional activities.

FEMA may consider exceptions if urgent and compelling needs are identified that directly relate to a demonstrated event(s) impacting the health and safety of the department's firefighters, such as a presidentially declared disaster. Requests must be submitted at least 120 days before period of performance expiration.

Note: The opportunity for excess funds is limited when the Scope of Work is changed via an amendment such as reduction in quantities.

F. Payments and Amendments

SAFER Program payment requests from non-federal entities will be governed by applicable federal regulations in effect at the time a grant is awarded to the recipient and may be either advances or reimbursements. Recipients should not expend funds until all special conditions listed on the grant award document have been met, including completion of EHP review, and the request for payment in FEMA GO has been approved. Recipients should draw down funds based upon immediate disbursement requirements; however, FEMA strongly encourages recipients to draw down funds as close to disbursement or expenditure as possible to avoid accruing interest.

Non-federal entities should keep detailed records of all transactions involving the grant. FEMA may at any time, request copies of any relevant documentation and records, including purchasing documentation along with copies of cancelled checks for verification. See, e.g., 2 C.F.R. §§ 200.318(i), 200.334, 200.337.

Advances

Recipients shall be paid in advance, provided they maintain or demonstrate the willingness and ability to maintain procedures to minimize the time elapsing between the transfer of funds and disbursement by the recipient (not to exceed 30 days), and their financial management systems meet the standards for fund control and accountability established in 2 C.F.R. Part 200. The recipient shall include all applicable source documentation such as invoices, purchase orders, contracts, etc., to support the costs associated with the advance SAFER Program payment requests. EHP review requirements must be met before advanced payments are made.

Reimbursement

Payment by reimbursement is the preferred method when the requirements to be paid in advance, pursuant to 2 C.F.R. § 200.305, cannot be met. In accordance with U.S. Department of Treasury regulations at 31 C.F.R. Part 205, if applicable, the recipient shall maintain procedures to minimize the time elapsing between the transfer and disbursement of fundsAs a prerequisite of SAFER Program approval for reimbursement requests, recipients shall submit all applicable source documentation, including payroll records, timecards, contracts, invoices, purchase orders, and proof of payment (e.g., canceled checks, bank statements, electronic funds transfers) to support the costs associated with each payment request.

Rebates

Recipients shall disburse program income, rebates, refunds, contract settlements, audit recoveries, and interest earned on such funds before requesting additional cash payments, in accordance with 2 C.F.R. § 200.305.

Payment Requests During Closeout

Recipients may submit reimbursement payment requests only during the 120 days following the end of the award's period of performance, as part of the closeout reconciliation process under 2 C.F.R. § 200.344. These requests must be for reimbursement payments only, as no other types of payment requests are allowed after the period of performance has expired. The expenditure must have been obligated and received during the award's period of performance. The request must include clear and specific information certifying that the reimbursement is for an obligation properly incurred during the active period of performance.

FEMA may request supporting documentation for the reimbursement at any time for review.

Amendments

FEMA may approve SAFER Program award amendments on a case-by-case basis for the following reasons:

- Extending the period of performance to complete the scope of work under the Recruitment and Retention (R&R) Activity.
- Changes to the activity, mission, retroactive approval (pre-award), or closeout issues.

- Budget changes, including adding funds to the award or non-closeout deobligation of funds.
- Changes to key personnel.

Amendment requests must be submitted through FEMA GO and include specific, compelling justifications for the change. Amendments or changes to the scope of work may require additional Environmental and Historic Preservation (EHP) review. FEMA strongly encourages recipients to use grant funds promptly to align with SAFER goals and objectives.

Deobligation of Funds

Recipients may return unused funds (e.g., funds drawn down but not used or award funding never requested) before the end of the award's period of performance. To do this, recipients must submit an amendment through FEMA GO and include the following:

- A statement that the unliquidated funds are not needed to fulfill the grant's obligations or mission.
- Confirmation that they understand the returned funds will be deobligated and unavailable for future expenses.

Deobligating funds will reduce the federal portion of the grant and the recipient's cost share obligation. FEMA will confirm deobligation requests with all points of contact. Once confirmed, FEMA will hold the approved request for 14 days to allow the recipient time to reconsider before processing the deobligation.

G. Disposition of Grant-Funded Equipment

A recipient must use, manage and dispose of SAFER Program-funded equipment in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 C.F.R. § 200.313. Except for state governments, when original or replacement equipment acquired under a SAFER Program award is no longer needed for the original project, program, or other activities currently or previously supported by a federal awarding agency, the recipient must request disposition instructions from FEMA. FEMA strongly recommends contacting the SAFER Help Desk before disposing of SAFER -funded equipment.

H. Post-Award Recipient Responsibilities

Once awarded, recipients under the Hiring Activity must submit a pre-SAFER Program roster of paid operational firefighting personnel who were employees at the time of the award. This roster, which supports NFPA 1710 or NFPA 1720 standards, will be compared to the names of SAFER Program-funded positions to ensure that the funded firefighters are new employees.

The SAFER Program Office will work with recipients to establish the correct staffing maintenance number. The staffing maintenance number is a sum of the number of paid operational firefighting personnel who were employees at the time of award and the number of SAFER Program-funded positions. Recipients must agree to maintain this staffing level throughout the period of performance by actively and promptly filling any vacancies.

Staffing Maintenance and Layoffs

- Recipients who lay off operational personnel during the period of performance will be considered in default of their grant, and the award will be terminated. In such cases, recipients may be required to return federal funds received under the grant.
- If recipients face a documented economic hardship that prevents them from backfilling non-SAFER Program operational positions vacated through attrition (e.g., resignation, retirement), they may petition FEMA for a waiver of the staffing maintenance requirements.
- Applicants and recipients should actively coordinate and collaborate with their local and state authorities to help ensure and prioritize the commitment of future non-federal investments in order to sustain staffing capabilities once an award's period of performance ends.

Waiver Conditions

- Approved waivers allow recipients to reduce and reestablish the staffing maintenance numbers agreed to at the time of the award by the number of positions they cannot fill.
- The economic hardship must affect the entire public safety sector in the recipient's jurisdiction, not just the fire department.
- FEMA will not grant waivers for SAFER -funded positions.
- Recipients who fail to maintain required staffing levels risk losing federal funds awarded under the grant.

Volunteer Firefighting and Anti-Discrimination
Recipients must agree that firefighters hired under these grants will not be discriminated against or prohibited from participating in volunteer firefighting activities in another jurisdiction during off-duty hours.

Veteran Recruitment
FEMA strongly encourages recipients to actively seek, recruit, and hire military veterans to increase their department's ranks, whenever practicable.

RESOLUTION NO. 2026-012

A RESOLUTION AUTHORIZING THE JOPLIN FIRE DEPARTMENT TO APPLY FOR FEDERAL FUNDING THROUGH THE STAFFING FOR ADEQUATE FIRE AND EMERGENCY RESPONSE (SAFER) GRANT PROGRAM TO SUPPORT THE HIRING OF SIX (6) FIREFIGHTER POSITIONS APPROVED BY THE VOTERS THROUGH PROPOSITION POLICE & FIRE.

WHEREAS, the voters of the City of Joplin approved Proposition Police & Fire, authorizing additional funding to enhance public safety services within the community; and

WHEREAS, Proposition Police & Fire included the addition of six (6) swing personnel positions within the Joplin Fire Department staffing plan to improve operational readiness, firefighter safety, emergency response capabilities, and service delivery to the citizens of Joplin; and

WHEREAS, the Federal Emergency Management Agency (FEMA), through the Department of Homeland Security, administers the Staffing for Adequate Fire and Emergency Response (SAFER) Grant Program to assist fire departments in increasing frontline firefighting personnel and maintaining adequate staffing levels; and

WHEREAS, the City Council finds it to be in the best interests of the City of Joplin to pursue available federal funding opportunities that may offset local personnel costs and allow for the accelerated implementation of voter-approved public safety enhancements; and

WHEREAS, receipt of SAFER grant funding would allow the Joplin Fire Department to hire the six (6) approved swing personnel positions upon approval of the grant, thereby providing immediate benefits to firefighter health and safety, emergency response effectiveness, and community protection.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF JOPLIN, MISSOURI, AS FOLLOWS:

Section 1. The City Council hereby authorizes the Joplin Fire Department, and such City officials as may be necessary, to prepare and submit an application for funding through the Federal Staffing for Adequate Fire and Emergency Response (SAFER) Grant Program for the purpose of supporting the hiring of six (6) firefighter swing personnel positions previously approved under Proposition Police & Fire.

Section 2. The City Manager, Fire Chief, Finance Director, and other appropriate City staff are authorized to execute all documents, certifications, and related materials necessary to complete and submit the grant application and to administer any grant funds awarded.

Section 3. Acceptance of any grant award requiring a local funding commitment shall be subject to approval by the City Council and compliance with all applicable federal, state, and local requirements.

Section 4. This Resolution shall take effect immediately upon its passage and approval.

.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Joplin, Missouri to be affixed this 15th day of June 2026.

_____
Brian “Rob” O’Brian, III, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM

Resolution 2026-012: A RESOLUTION AUTHORIZING THE JOPLIN FIRE DEPARTMENT TO APPLY FOR FEDERAL FUNDING THROUGH THE STAFFING FOR ADEQUATE FIRE AND EMERGENCY RESPONSE (SAFER) GRANT PROGRAM TO SUPPORT THE HIRING OF SIX (6) FIREFIGHTER POSITIONS APPROVED BY THE VOTERS THROUGH PROPOSITION POLICE & FIRE.

MEETING DATE

June 15, 2026

ORIGINATING DEPT

Fire Department

REVIEWED BY

Dept. Head: Gerald Ezell; City Attorney: Peter Edwards; Finance Director: Leslie Haase; City Manager: Nick Edwards

SUMMARY

This Resolution authorizes the Joplin Fire Department to prepare and submit an application for funding through the Federal Staffing for Adequate Fire and Emergency Response (SAFER) Grant Program for the purpose of supporting the early of six (6) firefighter swing personnel positions previously approved under Proposition Police & Fire.

BACKGROUND

This resolution will assist the Joplin Fire Department to fully staff the department, if awarded, utilizing Federal funding to assist in personnel costs for 6 swing firefighter positions, 3 that will hold the rank of Driver/Engineer and 3 that will hold the rank of firefighter.

RECOMMENDATION

Staff recommends approval of this resolution.

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Resolution 2026-013 – Approving the appointment of new board members to the Hope Valley Community Improvement District (CID)

MEETING DATE
June 15, 2026

ORIGINATING DEPT
Finance

ATTACHMENTS
Resolution 2026-013

REVIEWED BY
Department Head: Leslie Haase; Planning, Development and Neighborhood Services Director: Troy Bolander; City Attorney: Peter Edwards; City Manager: Nick Edwards

SUMMARY
This Resolution appoints new board members to the Hope Valley Community Improvement District (CID) as set forth in the CID petition.

BACKGROUND
Ordinance No. 2015-052 established the Hope Valley CID and approved the CID petition. As outlined in the terms of the petition, the Board of Directors of the CID are appointed by the Mayor with the consent of the City Council. The slate of new board members will be Brandon Davis, Brian Christmas, Larry Warren, Susan Hickam, and Jon Stouffer, with terms expiring in 2030.

FUNDING SOURCE
This item is not applicable for board appointments.

RECOMMENDATION
Staff recommends approval of this resolution.

RESOLUTION NO. 2026-013

A RESOLUTION appointing new members of the Board of Directors of the Hope Valley Community Improvement District.

WHEREAS, the City of Joplin, Missouri (the "City") is a charter city and a political subdivision of the State of Missouri, duly created, organized and existing under and by virtue of the Constitution and laws of the State of Missouri; and,

WHEREAS, the Hope Valley Community Improvement District (the "District") was established pursuant to City Ordinance No. 2015-052 on or about April 6, 2015 (the "2015 Ordinance"); and,

WHEREAS, pursuant to the 2015 Ordinance, the Board of Directors of the District is to be appointed by the Mayor with the consent of the City Council; and,

WHEREAS, the City wishes to appoint new members of the Board of Directors of the Hope Valley Community Improvement District.

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

Section 1. The following board appointments in accordance with the Petition is hereby approved:

1. Brandon Davis
2. Brian Christmas
3. Larry Warren
4. Susan Hickam
5. Jon Stouffer

Section 2. Successor directors shall each serve new four-year terms to expire in 2030.

Section 3. The appointed successor directors shall serve as members of the Board of Directors of the Hope Valley Community Improvement District with all of the duties and powers as provided in the Petition and the District's Bylaws.

Section 4. That this Resolution shall be in full force and effect from and after the date of its passage and approval.

APPROVED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this 15th day of June 2026.

_____
Brian "Rob" O'Brian, III, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2026-129 – Authorizing an Agreement by and between the City of Joplin and Emery Sapp & Sons (ESS) for construction services of the North Perimeter Road Reconstruction Project at the Joplin Regional Airport and amending the budget.

MEETING DATE
June 15, 2026

ORIGINATING DEPT
Public Works - Airport

ATTACHMENTS
Council Bill 2026-129; Construction Agreement; Bid Summary

REVIEWED BY
Airport Manager, Allison Zahner; 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 an agreement by and between the City of Joplin and Emery Sapp & Sons (ESS) in the amount of One Million Two Hundred Nine Thousand One Hundred Eighty-Seven Dollars and 74/100 ($1,209,187.74) for reconstructing the North Perimeter Road at the Joplin Regional Airport.

BACKGROUND
This Council Bill approves the reconstruction of the North Perimeter Road at the Joplin Regional Airport, Joplin, MO. This project involves constructing the north perimeter road on the west side of Runway 18-36. This will allow paved access from the ARFF (Aircraft Rescue and Fire Fighting) and SRE (Snow Removal Equipment) facility to the terminal apron, which will reduce the need for vehicles to cross active airfield pavement, increasing safety for airport operations. Crawford, Murphy, & Tilly (CMT) will provide construction management services for this project. Total costs for construction services of the North Perimeter Road amount to $1,209,187.74.

This is a summary of the anticipated total expenditures for this item:

ITEM DESCRIPTION	ANTICIPATED/ ACTUAL COST	FUNDING SOURCE	ESTIMATED TIMELINE
Design of North Perimeter Road	$157,167.37	95% / 5% (Grant Funded/Airport Fund)	Complete
Construction	$1,209,187.74	95% / 5% (Grant Funded/Airport Fund)	November 2026

Construction Management Services	$179,186.03	95% / 5% (Grant Funded/Airport Fund)	November 2026
Grand Total	$1,545,541.14		

FUNDING SOURCE

The current cost of $1,209,187.74 is grant funded through the Federal Aviation Administration (FAA) at 95%/5%, but was not included in the fiscal year 2026 Airport Budget. The 2026 Airport Budget is being amended for this current cost. There are sufficient available funds in the Airport Fund.

RECOMMENDATION

Staff recommends approval of Council Bill 2026-129, an agreement with Emery Sapp & Sons (ESS) for the North Perimeter Road Reconstruction at the Joplin Regional Airport in the amount of One Million Two Hundred Nine Thousand One Hundred Eighty-Seven Dollars and 74/100 ($1,209.187.74), in that said ordinance provides for public improvements, on first reading.

COUNCIL BILL NO. 2026-129 **ORDINANCE NO.**

AN ORDINANCE approving the City of Joplin to enter into an agreement with Emery Sapp & Sons (ESS) in the amount of One Million Two Hundred Nine Thousand One Hundred Eighty-Seven Dollars and 74/100 ($1,209,187.74) for the North Perimeter Road Reconstruction at the Joplin Regional Airport, and authorizing the City Manager or his designee to execute this agreement by and on behalf of the City of Joplin, and amending the Annual Budget of the City of Joplin for the Fiscal Year 2025-2026 as adopted by Ordinance 2025-143 on October 20, 2025; and, setting a date when this Ordinance shall become effective.

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

Section 1. That the agreement by and between the City of Joplin and Emery Sapp & Sons (ESS), for construction services in the amount of One Million Two Hundred Nine Thousand One Hundred Eighty-Seven Dollars and 74/100 ($1,209.187.74); 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 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 Emery Sapp & Sons (ESS).

Section 3. That upon the final approval and acceptance of the consultant's work under said contract, in substantial conformance with the attached agreement, in writing to the Director of Public Works and his certification to the effect to the Director of Finance, the consultant shall be paid from the Airport Fund of FY 2026 and is being partially funded through the FAA IIJA, AIP, and AIG Grants.

Section 4. That fiscal year 2025-2026 budgeted appropriations as adopted by Ordinance 2025-143 be amended by increasing revenue by the total amount of One Million One Hundred Forty-Eight Thousand Seven Hundred Twenty-Nine Dollars and 00/100 ($1,148,729.00) and by increasing appropriations by the total amount of One Million Two Hundred Nine Thousand One Hundred Eighty-Seven Dollars and 00/100 ($1,209,188.00).

Section 5. That the Director of Finance is hereby directed to make all necessary entries on the City records to show the increase in appropriations.

Section 6. That this ordinance shall become effective on July 7, 2026.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of

_____, 2026.

_____
Brian “Rob” O’Brian III, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

Bid Summary

PROJECT: North Perimeter Road Phase 1

IIJA PROJECT NO. 3-29-0037-064-20026 AIP PROJECT NO. 3-29-0037-065-2026

BID OPENING: MAY 12TH, 2026 at 2:00PM CST

Contractor	Total Bid
Emery Sapp & Sons	$1,209,187.74
Crossland Construction Company	$1,329,025.00
Dirks Heavy Contractors, LLC	$1,381,695.44
Branco Enterprises, Inc.	$1,434,165.00
Sprouls Construction, Inc.	$1,685,501.88

FORM OF

CONTRACT AGREEMENT

City OF Joplin, MO

IIJA PROJECT. 3-29-0037-064-2026

AIP PROJECT NO. 3-29-0037-065-2026

THIS AGREEMENT, made as of this 3rd day of June, 20 26, is

BY AND BETWEEN

the OWNER: Name: **CITY OF JOPLIN, MO**
Address: **602 SOUTH MAIN STREET, 4th FLOOR**
City/State/Zip Code: **JOPLIN, MO 64801**

And the CONTRACTOR: Name: Emery Sapp and Sons, Inc.
Address: 2301 I-70 Dr. NW
City/State/Zip Code: Columbia, MO 65202

WITNESSETH:

WHEREAS it is the intent of the Owner to make improvements at **Joplin Regional Airport** generally described as follows;

Base Bid: North Perimeter Road Phase 1

IIJA PROJECT. 3-29-0037-064-2026

AIP PROJECT NO. 3-29-0037-065-2026

hereinafter referred to as the Project.

NOW THEREFORE in consideration of the mutual covenants hereinafter set forth, OWNER and CONTRACTOR agree as follows:

Article 1 – Work

It is hereby mutually agreed that for and in consideration of the payments as provided for herein to the CONTRACTOR by the OWNER, CONTRACTOR shall faithfully furnish all necessary labor, equipment, and material and shall fully perform all necessary work to complete the Project in strict accordance with this Contract Agreement and the Contract Documents.

Article 2 – Contract Documents

CONTRACTOR agrees that the Contract Documents consist of the following: this Agreement, General Provisions, Supplementary Provisions, Specifications, Drawings, all issued addenda, Notice-to-Bidders, Instructions-to-Bidders, Proposal and associated attachments, Performance Bond, Payment Bond, Wage Rate Determination, Insurance certificates, documents incorporated by reference, documents incorporated by attachment, and all OWNER authorized change orders issued subsequent to the date of this agreement. All documents comprising the Contract Documents are complementary to one another and together establish the complete terms, conditions and obligations of the

CONTRACTOR. All said Contract Documents are incorporated by reference into the Contract Agreement as if fully rewritten herein or attached thereto.

Article 3 – Contract Price

In consideration of the faithful performance and completion of the Work by the CONTRACTOR in accordance with the Contract Documents, OWNER shall pay the CONTRACTOR an amount equal to:

$1,209,187.74 ($ One Million Two Hundred Nine Thousand One Hundred Eighty-Seven Dollars and Seventy-Four Cents

(Amount in Written Words) (Amount in Numerals)

subject to the following;

a. Said amount is based on the schedule of prices and estimated quantities stated in CONTRACTOR'S Bid Proposal, which is attached to and made a part of this Agreement;

b. Said amount is the aggregate sum of the result of the CONTRACTOR'S stated unit prices multiplied by the associated estimated quantities;

c. CONTRACTOR and OWNER agree that said estimated quantities are not guaranteed and that the determination of actual quantities is to be made by the OWNER'S ENGINEER;

d. Said amount is subject to modification for additions and deductions as provided for within the Contract General Provisions.

Article 4 – Payment

Upon the completion of the work and its acceptance by the OWNER, all sums due the CONTRACTOR by reason of faithful performance of the work, taking into consideration additions to or deductions from the Contract price by reason of alterations or modifications of the original Contract or by reason of "Extra Work" authorized under this Contract, will be paid to the CONTRACTOR by the OWNER after said completion and acceptance.

The acceptance of final payment by the CONTRACTOR shall be considered as a release in full of all claims against the OWNER, arising out of, or by reason of, the work completed and materials furnished under this Contract.

OWNER shall make progress payments to the CONTRACTOR in accordance with the terms set forth in the General Provisions. Progress payments shall be based on estimates prepared by the ENGINEER for the value of work performed and materials completed in place in accordance with the Contract Drawings and Specifications.

Progress payments are subject to retainage requirements as set forth in the General Provisions.

Article 5 – Contract Time

The CONTRACTOR agrees to commence work within ten (10) calendar days of the date specified in the OWNER'S Notice-to-Proceed. CONTRACTOR further agrees to complete said work within **one hundred twenty (120) calendar days** of the commencement date stated within the Notice-to-Proceed.

It is expressly understood and agreed that the stated Contract Time is reasonable for the completion of the Work, taking all factors into consideration. Furthermore, extensions of the Contract Time may only be permitted by execution of a formal modification to this Contract Agreement in accordance with the General Provisions and as approved by the OWNER.

Article 6 – Liquidated Damages

The CONTRACTOR and OWNER understand and agree that time is of essence for completion of the Work and that the OWNER will suffer additional expense and financial loss if said Work is not completed within the authorized Contract Time. Furthermore, the CONTRACTOR and OWNER recognize and understand the difficulty, delay, and expense in establishing the exact amount of actual financial loss and additional expense. Accordingly, in place of requiring such proof, the CONTRACTOR expressly agrees to pay the OWNER as liquidated damages the non-penal sum of **$1,500.00** per day for each of the first seven calendar days required in excess of the authorized contract time for the project. Additionally, the CONTRACTOR expressly agrees to pay the OWNER as liquidated damage the non-penal sum **of $3,000 for each calendar day** beyond the first seven calendar days required in excess of the authorized contract time for the project.

Furthermore, the CONTRACTOR understands and agrees that;

a. the OWNER has the right to deduct from any moneys due the CONTRACTOR, the amount of said liquidated damages;

b. the OWNER has the right to recover the amount of said liquidated damages from the CONTRACTOR, SURETY or both.

Article 7 – CONTRACTOR'S Representations

The CONTRACTOR understands and agrees that all representations made by the CONTRACTOR within the Proposal Form shall apply under this Agreement as if fully rewritten herein.

Article 8 – CONTRACTOR'S Certifications

The CONTRACTOR understands and agrees that all certifications made by the CONTRACTOR within the Proposal shall apply under this Agreement as if fully rewritten herein. The CONTRACTOR further certifies the following;

a. **Certification of Eligibility (29 CFR Part 5.5)**

i. By Entering into this contract, the CONTRACTOR certifies that neither he or she nor any person or firm who has an interest in the CONTRACTOR'S firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1);

ii. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1);

iii. The penalty for making false statements is prescribed in the U.S. Criminal Code 18 U.S.C.

b. **Certification of Non-Segregated Facilities (41 CFR Part 60-1.8)**

The federally-assisted construction CONTRACTOR certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Bidder agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written

or oral policies or employee custom. The term does not include separate or single-user restrooms or necessary dressing or sleeping areas provided to assure privacy between the sexes. The Bidder agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity Clause and that it will retain such certifications in its files.

Article 9 – Miscellaneous

a. CONTRACTOR understands that it shall be solely responsible for the means, methods, techniques, sequences and procedures of construction in connection with completion of the Work;

b. CONTRACTOR understands and agrees that it shall not accomplish any work or furnish any materials that are not covered or authorized by the Contract Documents unless authorized in writing by the OWNER or ENGINEER;

c. The rights of each party under this Agreement shall not be assigned or transferred to any other person, entity, firm or corporation without prior written consent of both parties;

d. OWNER and CONTRACTOR each bind itself, their partners, successors, assigns and legal representatives to the other party in respect to all covenants, agreements, and obligations contained in the Contract Documents.

Article 10 – OWNER'S Representative

The OWNER'S Representative, herein referred to as ENGINEER, is defined as follows:

Crawford, Murphy & Tilly, Inc.
1100 Main Street
Lightwell Building, Suite 1200
Kansas City, MO 63102

Said ENGINEER will act as the OWNER'S representative and shall assume all rights and authority assigned to the ENGINEER as stated within the Contract Documents in connection with the completion of the Project Work.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have executed five (5) copies of this Agreement on the day and year first noted herein.

OWNER

Name: _____

Address: _____

_____

CONTRACTOR – Emery Sapp & Sons, Inc.

Name: Paul Moody

Address 5350 E State Hwy AA

Springfield, Mo 65803

By: _____
Signature

Title of Representative

ATTEST:

By: _____
Signature

Title

By: Paul Moody
Signature

Title of Representative
Vice President

ATTEST

By: _____
Signature

Title
Project Manager

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2026-130 Construction Agreement between City of Joplin and Sprouls Construction Inc. for the Main Street Streetscape 8th Street to 15th Street project

MEETING DATE
June 15, 2026

ORIGINATING DEPT
Public Works-Engineering

ATTACHMENTS
Council Bill 2026-130; Agreement; Location Map; Bid Summary

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

SUMMARY
This Council Bill authorizes the City of Joplin to enter into an agreement with Sprouls Construction Inc. in the amount of Five Million Three Hundred Forty-Five Thousand Four Hundred Twenty-Five and 65/100 dollars ($5,345,425.65) for construction of the Main Street Streetscape 8th Street to 15th Street project.

BACKGROUND
Starting in 2006, the City of Joplin began improving the Main Street corridor from 1st Street to 8th Street with Streetscape Enhancement projects that were completed in 2011. In 2014, the City utilized CDBG-DR (Disaster Recovery) funds to improve Main Street from 15th Street to 32nd Street with Streetscape Enhancements. This project was completed and closed out in 2020.

In 2017 the City utilized Federal Grant Funds administered through the Missouri Highways and Transportation Commission Federal Aid Program Agreement for the design of a Main Street Enhancements project from 11th Street to 15th Street. These plans were completed and delivered to the City in 2019.

In 2022 the City successfully applied for Community Project Funding (CPF) grant funds which are being administered through the Department of Housing and Urban Development. These grant funds in the amount of $3 million are being used in conjunction with City funds to improve Main Street from 8th Street to 15th Street.

In 2023 the City entered into an agreement with Olsson for professional engineering services for the Main Street Streetscape 8th St. to 15th St. project.

In accordance with the City of Joplin's procurement policies, a request for bid proposal for the Main Street Streetscape 8th St. to 15th St. project was advertised in the Joplin Globe on April 25th, 2026, and bids were received by the City on May 21st, 2026. Three bids were received, with Sprouls Construction Inc. selected as the lowest responsive bidder. The low bid was below the engineer's estimate. The Notice to Proceed will be issued once signed contract documents have been received and executed, and the project is to be completed within 270 calendar days.

This is a summary of the anticipated total expenditures for this item:

ITEM DESCRIPTION	ANTICIPATED COST	FUNDING SOURCE	ESTIMATED TIMELINE
Professional Engineering	$863,731.00	Infrastructure Improvement Fund	Summer 2023-Spring 2027
Right-of-Way Acquisition	$67,411.58	Infrastructure Improvement Fund	2023-2025
Utility Relocation	N/A		
Construction	$5,345,425.65	Infrastructure Improvement Fund	Summer 2026-Spring 2027
Grand Total	$6,276,568.23		

The original budget for this project was estimated at $6 million. This project was bid with a base bid consisting of the Main Street improvements, along with 5 bid alternates. The bid alternates consisted of improvements to the side streets for a distance of 1 block east and west of Main Street (9th, 10th, 12th, 13th and 14th streets).

FUNDING SOURCE

This project was originally budgeted for $6 million, but the current cost of $5,345,425.65 was not included in the fiscal year 2026 Infrastructure Improvements budget. The 2026 Infrastructure Improvements budget is being amended for this current cost. There are sufficient available funds in the Infrastructure Improvements fund for this amendment.

RECOMMENDATION

Staff recommend approval of this Council Bill on first reading.

COUNCIL BILL NO. 2026-130 **ORDINANCE NO.**

AN ORDINANCE approving the City of Joplin to enter into an agreement with Sprouls Construction Inc. in the amount of Five Million Three Hundred Forty-Five Thousand Four Hundred Twenty-Five and 65/100 dollars ($5,345,425.65) for construction of the Main Street Streetscape 8th Street to 15th Street 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 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 Sprouls Construction Inc. in the amount of Five Million Three Hundred Forty-Five Thousand Four Hundred Twenty-Five and 65/100 dollars ($5,345,425.65) for construction of the Main Street Streetscape 8th Street to 15th Street 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 Sprouls Construction Inc.

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 Five Million Three Hundred Forty-Five Thousand Four Hundred Twenty-Six Dollars and No Cents (5,345,426.00).

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 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 Infrastructure Improvements fund.

Section 6. That this Council Bill shall have an effective date of July 7, 2026.

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

_____

ATTEST: Brian "Rob" O'Brian III, Mayor

_____

Holly Nagy, City Clerk

COUNCIL BILL 2026-130

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

Bid Summary

PROJECT: Main Street Streetscape 8th St. to 15th St.

DATE OF BID OPENING : May 21st, 2026

CONTRACTOR	BASE BID	ALT. 1	ALT.2	ALT.3	ALT.4	ALT. 5	TOTAL
Sprouls Construction, Inc.	$ 4,258,777.80	$ 240,067.60	$ 189,314.40	$ 204,317.25	$ 231,030.25	$ 221,918.35	$ 5,345,425.65
Branco Enterprises, Inc.	$ 4,593,426.00	$ 184,705.00	$ 149,686.00	$ 159,195.00	$ 182,687.00	$ 189,215.00	$ 5,458,914.00
Emery Sapp & Sons, Inc.	$ 7,092,499.36	$ 567,423.74	$ 442,619.80	$ 485,964.85	$ 559,866.85	$ 576,328.95	$ 9,724,703.55
Engineer's Estimate	$ 4,640,166.40	$ 202,928.00	$ 181,959.00	$ 195,492.90	$ 230,799.80	$ 302,994.00	$ 5,754,340.10

AGREEMENT
BETWEEN
CITY OF JOPLIN AND SPROULS CONSTRUCTION, INC.

CITY		CONTRACTOR	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: SPROULS CONSTRUCTION, INC. Address: 397 WEST HWY DD LAMAR, MO 64759	
Attention:		Attention: DWIGHT SPROULS	
Department:		Phone: (417) 682-9577	Fax: (417) 682-2277
Phone: 417.624.0820 ext:	Fax: 417.624.4620	Project: **MAIN STREET STREETSCAPES – 8TH ST TO 15TH ST**	

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:

MAIN STREET STREETSCAPES – 8TH ST TO 15TH ST

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 270 calendar days. The 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. The Contractor shall be required to pay their laborers and mechanics no less than the more stringent of either that required by the Department of Labor and Industrial Relations of the State of Missouri, or the Department of Labor as defined in the Davis-Bacon Act.

a. Missouri Wage Rate. 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.

b. Davis Bacon. The Davis-Bacon Act (Title 40 U.S.C. Chapter 31, subchapter IV), requires that all contractors and

subcontractors performing on federal contracts (and contractors or subcontractors performing on federally assisted contracts under the related Acts) in excess of $2,000 pay their laborers and mechanics not less than the prevailing wage rates and fringe benefits listed in the contract's Davis-Bacon wage determination for corresponding classes of laborers and mechanics employed on similar projects in the area. Davis-Bacon labor standards clauses must be included in covered contracts. Apprentices may be employed at less than predetermined rates if they are in an apprenticeship program registered with the Department of Labor or with a state apprenticeship agency recognized by the Department. Trainees may be employed at less than predetermined rates if they are in a training program certified by the Department. Contractors and subcontractors on prime contracts in excess of $100,000 are required, pursuant to the Contract Work Hours and Safety Standards Act, to pay employees one and one-half times their basic rates of pay for all hours over 40 worked on covered contract work in a workweek. Covered contractors and subcontractors are also required to pay employees weekly and to submit weekly certified payroll records to the contracting agency.

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

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

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

Such policies shall name the City as an additional insured, with limits of liability not less than the sovereign immunity limits for Missouri public entities calculated by the Missouri Department of Insurance as of January 1 each calendar year and published annually in the Missouri Register pursuant to Section 537.610, RSMo. (See, 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 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. 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 $5,345,425.65 (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.

a. 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.
b. 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.
c. Nothing contained in this contract shall create any contractual relation between the subcontractor and the City or between any subcontractors.
d. The Contractor shall not enter into any subcontract with any subcontractor who has been debarred, suspended, declared ineligible, or voluntarily excluded from participating in contacting programs by any agency of the United States Government or the City of Joplin.
e. The Contractor represents and warrants that it and its subcontractors are not debarred, suspended, or placed in ineligibility status under the provisions of 24 CFR 24 (government debarment and suspension regulations).

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. Personnel. Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Owner. All the services required hereunder will be performed by the Contractor or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. No person who is serving sentence in a penal or correctional institution shall be employed on work under this Contract.

9. Changes. Owner may, from time to time, request changes in the scope of the services of the Contractor to be

performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation which are mutually agreed upon by and between the Owner and the Contractor, shall be incorporated in written and executed amendments to this Contract.

10. Breach of Contract Terms. Any violation or breach of terms of this contract on the part of the Contractor or the Contractor's subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this contract. The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

11. 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, (2025-Spec-Review-Final-Copy) Contractor (or surety) shall be liable to the City in the amount of $2,300.00 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.

12. 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. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the Owner shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor under this contract shall, at the option of the Owner, become the Owner's property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Contractor shall not be relieved of liability to the Owner for damages sustained by the Owner by virtue of any breach of the contract by the Contractor, and the Owner may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the Owner from the Contractor is determined.

13. 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.

14. Termination for Convenience of City. The City shall have the right at any time by providing at least ten (10) days 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.

15. 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.

16. Energy Efficiency. The Contractor shall 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 (Public Law 94-163).

17. 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. The City can require additional documentation as needed to ensure that the appropriate wage rates are being paid in order to ensure compliance to all state and federal rules, regulations and statutes.

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.

h. The Contractor shall hold and save the Owner and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the contract including its use by the Owner, unless otherwise specifically stipulated in the Contract Document.

i. License or Royalty Fees: License and/or Royalty Fees for the use of a process which is authorized by the Owner of the project must be reasonable, and paid to the holder of the patent, or his authorized license, direct by the Owner and not by or through the Contractor.

j. If the Contractor uses any design device or materials covered by letters, patent, or copyright, he shall provide for such use by suitable agreement with the owner of such patented or copy- righted design device or material. It is mutually agreed and understood that without exception the contract prices shall include all royalties or costs arising from the use of such design, device or materials, in any way involved in the work. The Contractor and/or his Sureties

shall indemnify and save harmless the Owner of the project from any and all claims for infringement by reason of the use of such patented or copy-righted design, device or materials or any trademark or copy-right in connection with work agreed to be performed under this contract, and shall indemnify the Owner for any cost, expense, or damage which it may be obliged to pay by reason of such infringement at any time during the prosecution of the work or after completion of the work.

18. Copyright. No materials, to include but not limited to reports, maps, or documents produced as a result of this contract, in whole or in part, shall be available to the Contractor for copyright purposes. Any such materials produced as a result of this contract that might be subject to copyright shall be the property of the Owner and all such rights shall belong to the Owner.

19. 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.

20. Payment. 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.

21. Contract Documents. Contract documents shall consist of the following:

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

Notice to Contractors. This contract, together with the other documents enumerated in this paragraph, forms the contract between the parties. These documents are as fully a part of the contract as if attached hereto or repeated herein. The Contractor agrees to perform all of the work described in the contract documents and to comply with the terms and conditions defined therein for a total sum of FIVE MILLION THREE HUNDRED FORTY-FIVE THOUSAND FOUR HUNDRED TWENTY-FIVE DOLLARS AND SIXTY FIVE CENTS ($5,345,425.65), said amount being subject to any approved addenda or change order.

22. 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.

23. Flood Disaster Protection. This contract is subject to the requirements of the Flood Disaster Protection Act of 1973 (P.L.93-234). Nothing included as a part of this contract is approved for acquisition or construction purposes as defined under Section 3(a) of said Act, for use in an area identified by the Secretary of HUD as having special flood hazards which is located in a community not then in compliance with the requirements for participation in the National Flood Insurance Program pursuant to Section 201(d) of said Act; and the use of any assistance provided under this contract for such acquisition for construction in such identified areas in communities then participating in the National Flood Insurance Program shall be subject to the mandatory purchase of flood insurance requirements or Section 102(a) of said Act. Any contract or agreement for the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Contract shall contain, if such land is located in an area identified by the Secretary as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, 42 U.S.C. 4001 et seq., provisions obligating the transferee and its successors or assigns to obtain and maintain, during the ownership of such land, such flood insurance as required with respect to financial assistance for acquisition or construction purposes under Section 102(a) of Flood Disaster Protection Act of 1973.

24. Environmental Compliance (24 CFR 85.36(i)(12)). The Contractor must comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857 (H)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR, Part 15) prohibiting the use of facilities included on the EPA List of Violating Facilities.

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the owner, the following:

a) A stipulation by the Contractor or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR Part 15, as amended.

b) Agreement by the Contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857 c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

c) A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the contract, is under consideration to be listed on the EPA List of Violating Facilities.

d) Agreement by the Contractor that he will include, or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the government may direct as a means of enforcing such provisions.

25. 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.

a. The Contractor covenants that he presently has no interest and shall not acquire any interest direct or indirect in the above-described project 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. Assignment. The Contractor shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the City thereto, provided, however, that claims for money due or to become due to the Contractor from the City under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City and the bond surety. Any such assignment is expressly subject to all rights and remedies of the City under this agreement, including the right to change or delete activities from the Contract or to terminate the same as

provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this agreement.

27. Anti-Lobbying. The Contractor shall ensure that no federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

a. The Contractor will comply with the provisions of the Hatch Act (5 U.S.C. 1501 et seq.), which limits the political activity of employees.
b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

28. Anti-Kickback Back Rules. Salaries of personnel performing work under this Contract shall be paid unconditionally and not less often than once a month without payroll deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C. 874; and Title 40 U.S.C. 276c). The Contractor shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this contract to insure compliance by the subcontractors with such regulations, and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

29. 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.

c. No person with responsibilities in operation of the project to which this grant relates will discriminate with respect to any program participant or any applicant for participation in such program because of political affiliation or beliefs.

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

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

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

31. 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.

32. Statement that Project Federally Funded. It is understood that this contract is funded in whole or in part with CDBG-DR funds through the City of Joplin Community Development Block Grant Program as administered by COMMERCE and is subject to those regulations and restrictions normally associated with federally-funded programs and any other requirements that the state may prescribe.

33. 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 five years after the expiration of this Contract. The City of Joplin, the Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Contractor which are directly pertinent to this specific contract, for the purpose of audits, examinations, and making excerpts and transcriptions.

a. All of the reports, information, data, etc., prepared or assembled by the Contractor under this Contract are confidential, and the Contractor agrees that they shall not be made available to any individual or organization without prior written approval of the Owner.

34. General Independent Contractor Clause. This agreement does not create an employee/employer relationship between the parties. It is the parties' intention that 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. CONTRACTOR will retain sole and absolute discretion in the judgment of the manner and means of carrying out CONTRACTOR's activities and responsibilities hereunder. 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 the skill necessary to perform the work. This agreement shall not be construed as creating any joint employment relationship between CONTRACTOR and the City, and the City will not be liable for any obligation incurred by CONTRACTOR, including but not limited to unpaid minimum wages and/or overtime premiums.

35. Equal Employment Opportunity. During the performance of this Contract, the Contractor agrees as follows:

a) Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, religion, or sex. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, national origin, religion, or sex. Such action shall include, but not be limited to, employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this non-discrimination clause.

b) Contractor will, in all solicitation or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, religion, or sex.

c) Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

d) Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

e) Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the City and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules,

regulations, and orders.

f) Contractor shall ensure that the hours of minority and female employment and training must be substantially uniform throughout the length of the contract and throughout each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hour performed.

g) In the event of the Contractor's noncompliance with the non-discrimination clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

h) Contractor will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the City may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the City, the Contractor may request the United States Government to enter into such litigation to protect the interests of the United States.

36. Women and Minority Business. Contractor will use its best efforts to afford small businesses, minority business enterprises, women's business enterprises (including Section 3 businesses) and veteran –owned businesses the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian Americans and American Indians. The Sub recipient and/or borrower may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation. The contractor must demonstrate to the City of Joplin's satisfaction that a good faith effort was made to ensure that minorities and women have been afforded equal opportunity to gain employment under the City of Joplin contract with the contractor. Payment may be withheld from a contractor's contract for failure to comply with these provisions.

a) Evidence of a "good faith effort" includes, but is not limited to:
b) The Contractor shall recruit prospective employees through the State Job bank website, managed by the Department of Labor and Workforce Development,
c) The Contractor shall keep specific records of its efforts, including records of all individuals interviewed and hired, including the specific numbers of minorities and women;
d) The Contractor shall actively solicit and shall provide the City of Joplin with proof of solicitations for employment, including but not limited to advertisements in general circulation media, professional service publications and electronic media.

37. Civil Rights Act of 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

38. Section 3 of the Housing and Urban Development Act of 1968.

a) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and 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 area of the project.

b) The parties to this contract will comply with the provision of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability that would prevent them from complying with these requirements.

c) The consultant will send to each labor organization or representative of workers, if applicable, with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous place available to employees and applicants for employment or training.

d) The consultant will include this Section 3 clause in every subcontract for work, if applicable, in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

e) Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, and its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

39. Section 109(a) of the Housing and Community Development Act of 1974. No person in the United States shall on the grounds of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, as amended, shall also apply to any such program or activity.

40. Section 110 of the Housing and Community Development Act of 1974.

a) All laborers and mechanics employed by contractors or subcontractors in the performance of construction work financed in whole or in part with assistance received under this chapter shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a--276a-5): Provided, That this section shall apply to the rehabilitation of residential property only if such property contains not less than 8 units. The Secretary of Labor shall have, with respect to such labor standards, the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (15 F.R. 3176; 64 Stat. 1267) and section 276c of title 40.

b) Subsection (a) of this section shall not apply to any individual that--

i. performs services for which the individual volunteered.
ii. does not receive compensation for such services; or
iii. is paid expenses, reasonable benefits, or a nominal fee for such services; and
iv. is not otherwise employed at any time in the construction work.

41. Affirmative Action for Handicapped Workers (Section 503 of the Rehabilitation Act of 1973 (USC793)).

a) The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment, and to otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices, such as employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other

forms of compensation, and selection for training including apprenticeship.

b) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

c) In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

d) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of the applicants and employees.

e) The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by terms of Section 503 of the Rehabilitation Act of 1973 and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

f) The Contractor will include the provisions of this clause in every subcontract or purchase order of $2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontractor or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

42. Section 504 of the Rehabilitation Act of 1973, as amended, provides for nondiscrimination of an otherwise qualified individual solely on the basis of his handicap in benefiting from any program or activity receiving Federal financial assistance. All recipients must certify to compliance with all provisions of this Section.

43. Age Discrimination Act of 1975. No person in the United States, on the basis of age, be excluded from participation in, be denied benefits of, or be subjected to discrimination under, any program or activity receiving Federal financial assistance.

44. 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.

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

46. Conflict of Interest.

a) No member of the governing body of the City and no other officer, employee, agent of the City and no other public official of the locality while employed or for one year thereafter, 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.

b) No member of or delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this contract or to any benefit that may arise therefrom.

47. 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.

48. CERTIFICATION OF NONSEGREGATED FACILITIES. (applicable to contracts and subcontracts over $10,000)

a) By the submission of this bid, the bidder, offeror, applicant or subcontractor certifies that he/she does not maintain or provide for his/her establishments, and that he/she does not permit employees to perform their services at any location, under his/her control, where segregated facilities are maintained. He/she certifies further that he/she will not maintain or provide for employees any segregated facilities at any of his/her establishments, and he/she will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder, offeror, applicant or subcontractor agrees that a breach of this certification is a violation of the equal opportunity clause of this contract.

b) As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason.

c) He/she further agrees that (except where he/she has obtained for specific time periods) he/she will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the equal opportunity clause; that he/she will retain such certifications in his/her files; and that he/she will forward the following notice to such proposed subcontractors (except here proposed subcontractors have submitted identical certifications for specific time periods).

49. 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 351.572 RSMo.

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.

50. 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.

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

52. **Inspection.** The authorized representative and agents of the City of Joplin and the Department of Housing and Urban Development shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records.

53. Reporting Requirements. Contractor shall complete and submit all reports, in such form and according to such schedule, as may be required by the Owner.

54. 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.

55. 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.

56. 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.

57. 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.

a. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED.** Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

58. 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.

59. Remedies. Except as may be otherwise found in the contract documents, all claims, disputes, counterclaims, 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.

60. 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.

61. Section 70914 Build America, Buy America Preference

Pursuant to the General Applicability Waiver of Build America, Buy America Provisions (BAP) as Applied to Recipients of HUD Federal Financial Assistance, funds obligated on or after November 14, 2022, for grants to non-tribal entities, and May 14, 2023, for grants to Tribes and TDHEs, must comply with section 70914 of the Act, including by the incorporation of a BAP in the terms and conditions of each Federal award with an infrastructure project. BAP means that none of the funds provided under this award may be used for a project for infrastructure unless:

(1) all iron and steel used in the project are produced in the United States this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
(2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
(3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. "All manufacturing processes" for construction materials includes the final manufacturing process and the immediately preceding manufacturing stage for the construction material.
(4) section 70917© materials are produced in the United States. The term "section 70917(c) materials" is defined in 2 CFR 184.3 and means cement and cementitious materials; aggregates such as stone, sand, or gravel, or aggregate binding agents or additives.

The Buy America Preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. The Buy America preference does not apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

The Award Recipient, Contractor, or Development Owner will document that any materials subject to Section 70914 is domestically sourced, included in bid responses, and certify any change in sourced materials if compliant prior to project closeout and request for payment for retainage.

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, herein.

_____
Leslie Haase, Director of Finance

CONTRACTOR

By: _____

Printed Name: _____

Title:_____

APPROVED AS TO FORM

_____
Peter Edwards, City Attorney

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

SPROULS CONSTRUCTION, 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 FIVE MILLION THREE HUNDRED FORTY-FIVE THOUSAND FOUR HUNDRED TWENTY-FIVE DOLLARS AND SIXTY FIVE CENTS ($5,345,425.65) 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:

MAIN STREET STREETSCAPES PROJECT - 8TH ST TO 15TH ST

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

SPROULS CONSTRUCTION, 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 FIVE MILLION THREE HUNDRED FORTY-FIVE THOUSAND FOUR HUNDRED TWENTY-FIVE DOLLARS AND SIXTY FIVE CENTS ($5,345,425.65) 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:

MAIN STREET STREETSCAPES – 8TH ST TO 15TH ST

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.

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2026-132 – Authorizing an agreement by and between the City of Joplin and Crawford, Murphy & Tilly (CMT) for Construction Management Services of the North Perimeter Road Reconstruction at the Joplin Regional Airport and amending the budget.

MEETING DATE
June 15, 2026

ORIGINATING DEPT
Public Works - Airport

ATTACHMENTS
Council Bill 2026-132; Construction Management Agreement

REVIEWED BY
Airport Manager, Allison Zahner; 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 an agreement by and between the City of Joplin and Crawford, Murphy & Tilly (CMT) in the not to exceed amount of One Hundred Seventy-Nine Thousand One Hundred Eighty-Six Dollars and 03/100 ($179,186.03) for construction management services for reconstructing the North Perimeter Road at the Joplin Regional Airport.

BACKGROUND
The Airport currently has a Consulting Agreement with CMT. As part of this existing agreement, they are to submit the costs for and perform any construction management services for airport construction projects. This project involves constructing the north perimeter road on the west side of Runway 18-36. This will allow paved access from the ARFF (Aircraft Rescue and Fire Fighting) and SRE (Snow Removal Equipment) Facility to the terminal apron. This will reduce the need for vehicles to cross active airfield pavement, increasing safety for airport operations.

This is a summary of the anticipated total expenditures for this project:

ITEM DESCRIPTION	ANTICIPATED/ ACTUAL COST	FUNDING SOURCE	ESTIMATED TIMELINE
Design of North Perimeter Road	$157,167.37	95% / 5% (Grant Funded/Airport Fund)	Complete
Construction	$1,209,187.74	95% / 5% Grant Funded/Airport Fund)	November 2026

Construction Management Services	$179,186.03	95% / 5% Grant Funded/Airport Fund)	November 2026
Grand Total	$1,545,541.14		

FUNDING SOURCE

The current cost of $179,186.03 is grant funded through the Federal Aviation Administration (FAA) at 95%/5%, but was not included in the fiscal year 2026 Airport Budget. The 2026 Airport Budget is being amended for this current cost. There are sufficient available funds in the Airport Fund.

RECOMMENDATION

Staff recommends approval of Council Bill 2026-132, an agreement with Crawford, Murphy & Tilly for construction management services of the North Perimeter Road Reconstruction at the Joplin Regional Airport in the amount of One Hundred Seventy-Nine Thousand One Hundred Eighty-Six Dollars and 03/100 ($179,186.03), in that said ordinance provides for public improvements, on first reading.

COUNCIL BILL NO. 2026-132 **ORDINANCE NO.**

AN ORDINANCE approving the City of Joplin to enter into an agreement with Crawford, Murphy & Tilly (CMT) in the not to exceed amount of One Hundred Seventy-Nine Thousand One Hundred Eighty-Six Dollars and 03/100 ($179,186.03) for construction management services for the North Perimeter Road Reconstruction at the Joplin Regional Airport, and authorizing the City Manager or his designee to execute this agreement by and on behalf of the City of Joplin, and amending the Annual Budget of the City of Joplin for the Fiscal Year 2025-2026 as adopted by Ordinance 2025-143 on October 20, 2025; and, setting a date when this Ordinance shall become effective.

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

Section 1. That the agreement by and between the City of Joplin and Crawford, Murphy & Tilly (CMT), for construction management services in the not to exceed the amount of One Hundred Seventy-Nine Thousand One Hundred Eighty-Six Dollars and 03/100 ($179,186.03); 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 or his Designee is hereby authorized and directed to execute said agreement, or agreement in substantially similar form, by and on behalf of the City of Joplin with Crawford, Murphy & Tilly (CMT).

Section 3. That upon the final approval and acceptance of the consultant's work under said contract, in substantial conformance with the attached agreement, in writing to the Director of Public Works and his certification to the effect to the Director of Finance, the consultant shall be paid from the Airport Fund of FY 2026 and is being partially funded through the FAA ATP, AIP, and AIG Grants.

Section 4. That fiscal year 2025-2026 budgeted appropriations as adopted by Ordinance 2025-143 be amended by increasing revenue by the total amount of One Hundred Seventy Thousand Two Hundred Twenty-Seven Dollars and 00/100 ($170,227.00) and by increasing appropriations by the total amount of One Hundred Seventy-Nine Thousand One Hundred Eighty-Six Dollars and 00/100 ($179,186.00).

Section 5. That the Director of Finance is hereby directed to make all necessary entries on the City records to show the increase in appropriations.

Section 6. That this ordinance shall become effective on July 7, 2026.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of

_____, 2026.

_____
Brian “Rob” O’Brian III, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CMT
Infrastructure Professionals

May 15, 2025

Ms. Allison Zahner
Airport Manager
Joplin Regional Airport
602 South Main Street
Joplin, MO 64801

Re: Joplin Regional Airport (JLN)
Proposal N. Perimeter Road, Phase 1 – Construction Services
3-29-0037-064-2026 | $1,132,950.00 | IIJA - AIG – 2026
3-29-0037-065-2026 | $445,000.00 | AIP - 2026

Dear Ms. Zahner:

Please find enclosed our proposal outlining the scope of services and associated fee requested for the North Perimeter Road, Phase 1 (the "Project") – Construction Services at Joplin Regional Airport (JLN). We propose to complete the attached Scope of Services for the Construction Phase Services of the Project at a Not-To-Exceed fee of $179,186.03.

Please call if you have questions or would like to discuss the scope of work or fee. On behalf of the staff at Crawford, Murphy & Tilly, thank you for the opportunity to provide engineering services to Joplin Regional Airport.

Sincerely,

CRAWFORD, MURPHY & TILLY, INC.

Jennifer Kuchinski, PE

Digitally signed by Jennifer Kuchinski, PE
DN: C=US, E=jkuchinski@cmtengr.com, CN="Jennifer Kuchinski, PE"
Reason: I am the author of this document
Date: 2026.05.17 09:19:53-05'00'

Jennifer Kuchinski, P.E.
Group Manager

Enclosed: Standard Consultant Agreement with Exhibits

Airport Name: Joplin Regional Airport (JLN)

Project No.: IJJA:3-29-0037-064-2026
AIP:3-29-0037-065-2026

County: Jasper

AVIATION PROJECT CONSULTANT SUPPLEMENTAL AGREEMENT NO. 1
CONSTRUCTION SERVICES

THIS SUPPLEMENTAL AGREEMENT NO. 1 for Construction Services is entered into by the City of Joplin (hereinafter, "Sponsor") and Crawford Murphy & Tilly (hereinafter, "Consultant").

WITNESSETH:

WHEREAS, the Sponsor and the Consultant entered into an Agreement on May May 15th 2026, to accomplish a project at the Joplin Regional Airport, (hereinafter, "Original Agreement"); and

WHEREAS, the Sponsor and the Consultant now desire to enter into Supplemental Agreement No. 1 to otherwise complete, extend or continue the Original Agreement as provided herein.

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

(1) SCOPE OF SERVICES:

(A) The Services to be provided by the Consultant under Supplemental Agreement No. 1 are additional services which are beyond the scope of services provided in the Original Agreement. These additional professional services are generally described and defined in Section (16)(State) or (17)(Federal) of the Original Agreement and Exhibit II - SA1, which is attached hereto and incorporated herein by reference.

(2) FEES AND PAYMENTS:

(A) The Consultant shall be reimbursed in accordance with Section (8)(State) or (9)(Federal) of the Original Agreement.

(B) The costs of Supplemental Agreement No. 1 shall be in addition to the cost of the Original Agreement.

(C) The lump sum fee and maximum amount payable included in Section (8)(State) or (9)(Federal) of the Original Agreement are hereby modified to be cost plus fixed fee not to exceed as follows:

	ORIGINAL AMOUNT	SUPPLEMENTAL AGREEMENT NO. 1	TOTAL
Fixed Fee	$154,167.37	$15,118.97	$169,286.34
Max. Fee Payable	$154,167.37	$179,186.03	$333,353.40

(D) Estimated costs for the services in Supplemental Agreement No. 1 are defined in Exhibit IV - SA1 and Exhibit V - SA1, which are attached hereto and incorporated herein by reference.

(3) PERIOD OF SERVICE: Exhibit VI, Performance Schedule, of the Original Agreement is hereby revised to include time for the performance of these additional services. The total time to be added to Exhibit VI for completion of these additional services shall be 400 calendar days. The projected completion date shown on Exhibit VI is now revised to June 30th 2027, which includes time for performance of all remaining services in the Original Agreement and the services in Supplemental Agreement No. 1 and submittal of all deliverables.

(4) DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS:

(A) DBE Goal: The following DBE goal has been established for this Supplemental Agreement No. 1. The dollar value of services and related equipment, supplies, and materials used in furtherance thereof which is credited toward this goal will be based on the amount actually paid to DBE firms. The goal for the percentage of services to be awarded to DBE firms is 0% of the total Supplemental Agreement No. 1 dollar value.

(B) DBE Participation Obtained by Consultant: The Consultant has obtained DBE participation, and agrees to use DBE firms to complete 0% of the total services to be performed under this Supplemental Agreement No. 1 by dollar value. The DBE firms which the Consultant shall use, and the type and dollar value of the services each DBE will perform, is as follows:

DBE FIRM NAME, STREET AND COMPLETE MAILING ADDDRESS	TYPE OF DBE SERVICE	TOTAL $ VALUE OF THE DBE SUBCONTRACT	CONTRACT $ AMOUNT TO APPLY TO TOTAL DBE GOAL	% OF SUBCONTRACT $ VALUE APPLICABLE TO TOTAL GOAL
Palmerton and Parrish	Materials Testing	$46,294.07	0	100

(5) SUBCONSULTANTS:

(A) The Consultant agrees that except for those firms and for those services listed below, there shall be no transfer of engineering services performed under this Supplemental Agreement No. 1 without the written consent of the Sponsor. Subletting, assignment, or transfer of the services or any part thereof to any other corporation, partnership, or individual is expressly prohibited. Any violation of this clause will be deemed cause for termination of this Supplemental Agreement No. 1.

Exceptions (Subconsultant Information):

FIRM NAME	COMPLETE ADDRESS	NATURE OF SERVICES	Subcontract Amount
Palmerton and Parrish	4168 W. Kearney St. Springfield, MO 65803	Construction Testing Services & Onsite Inspection	$46,294.07

(6) ORIGINAL AGREEMENT: Except as otherwise modified, amended, or supplemented by this Supplemental Agreement No. 1, the Original Agreement between the parties shall remain in full force and effect and the terms of the Original Agreement shall extend and apply to this Supplemental Agreement No. 1.

IN WITNESS WHEREOF, the parties have entered into this Supplemental Agreement No. 1 on the date last written below.

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

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

CONSULTANT

By Jennifer Kuchinski, PE Digitally signed by Jennifer Kuchinski, PE DN: C=US, E=jkuchinski@cmtengr.com, CN="Jennifer Kuchinski, PE" Reason: I am the author of this document Date: 2026.05.17 09:23:11-05'00'

Title_____

SPONSOR

By_____

Title_____

ATTEST:

By Neil Ralston Digitally signed by Neil Ralston DN: C=US, E=nralston@cmtengr.com, O=AV Planning, OU=CMT Aviation, CN=Neil Ralston Date: 2026.05.18 08:26:33-05'00'

Title_____

ATTEST:

By_____

Title_____

Approved as to Form:

By_____

Title_____

Approved as to Form:

By_____

Title_____

EXHIBIT II - SA1

SCOPE OF SERVICES

1. Preliminary

   a. Prepare copies of the Construction Plans, Project Manual, and Electronic files for use by the Contractor during construction.

   b. Develop a Federal-Construction Observation Program in accordance with MoDOT requirements.

   d. Attend and conduct a pre-construction conference. Minutes of the conference will be prepared and distributed to all attendees.

2. Provide construction administration, on-site construction observation, and material(s) testing per the COP:

   a. Provide construction observation services, including preparation of weekly reports and other reports as required by the COP to document the prosecution and progress of the Project.
      a. For purposes of estimating costs of construction services assume consultant Crawford Murphy and Tilly will be onsite 1-2 days per week in part 1 (Fall 2026) and 3-4 days and part 2 (Spring 2027)
      b. For purposes of estimating costs of construction services assume subconsultant Palmerton and Parrish will be onsite 4-5 days per week in part 1 (Fall 2026) and 4-5 days per week in part 2 (Spring 2027)

   b. Review shop drawings and material certification submittals as provided by the Contractor.

   c. Perform material(s) testing (field and laboratory) as required by the COP.

   d. Respond to field issues throughout the duration of the project.

   e. Prepare Contractor's progress estimates and Sponsor's request for reimbursement of funds.

   f. Prepare change orders and supplemental agreements necessary for construction of the project.

   g. Attend and conduct a final review of the Project with the Sponsor, FAA, and the Contractor

3. Project Closeout Phase

   a. Prepare and submit to the Sponsor and FAA one (1) electronic set of record drawings on a compact disc (CD) in .pdf format copied to a single file.

   b. Prepare and submit to the Sponsor and FAA a Final Testing Report as required by the COP.

c. ALP will not be updated for this project.

d. Provide FAA with all closeout documents as required for project final acceptance.

EXHIBIT IV - SA1

DERIVATION OF CONSULTANT PROJECT COSTS (CONSTRUCTION)

EXHIBIT V - SA1

ENGINEERING CONSTRUCTION SERVICES-COST BREAKDOWN

DERIVATION OF CONSULTANT PROJECT COSTS
JOPLIN REGIONAL AIRPORT (JLN)
Joplin, Missouri
N. PERIMETER ROAD (PHASE 1) - CONSTRUCTION PHASE SERVICES
SUMMARY OF ENGINEERING COSTS (CMT)
May 15, 2026

Basic Services		Fee		Hours
Construction Phase		$179,186.03		738
Total		**$179,186.03**		**738**

DERIVATION OF CONSULTANT PROJECT COSTS

JOPLIN REGIONAL AIRPORT (JLN)
Joplin, Missouri
N. PERIMETER ROAD (PHASE 1) - CONSTRUCTION PHASE SERVICES
SUMMARY OF ENGINEERING COSTS (CMT)
May 15, 2026

1 DIRECT SALARY COSTS:

TITLE	HOURS	(anticipated 2026 rates) RATE/HOUR	COST ($)
Principal	0	$103.00	$0.00
Project Manager II	68	$72.00	$4,896.00
Sr. Project Engineer	20	$62.50	$1,250.00
Project Engineer	642	$48.00	$30,816.00
Staff Engineer	0	$44.00	$0.00
3-Man Survey Crew	0	$58.00	$0.00
Admin./Accounting Assistant.	8	$33.00	$264.00
	738		

Total Direct Salary Costs = $37,226.00

2 LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:

Percentage of Direct Salary Costs @ 170.76% = $63,567.12

3 SUBTOTAL:

Items 1 and 2 = $100,793.12

4 PROFIT:

15% of Item 3 = $15,118.97

Subtotal $115,912.09

5 OUT-OF-POCKET EXPENSES:

a. Mileage	1575	Miles @	$0.725	/ Mile =	$1,141.88
b. Rental Vehicle	60	Days @	$70.00	/ Day =	$4,200.00
c. Meals & Misc (GAO)	54	Days @	$62.00	/ Day =	$3,348.00
d. Motel (GAO)	54	Nights @	$135.00	/ Night =	$7,290.00
e. See Note 5.1	1		$1,000.00	=	$1,000.00

Total Out-of-Pocket Expenses = $16,979.88

Note 5.1 Other Direct Costs include: Printing, Shipping, Survey Materials, etc. =

6 SUBCONTRACT COSTS:

Onsite Inspection & Construction Material Testing Subconsultant = $46,294.07

= $46,294.07

7 MAXIMUM TOTAL FEE:

Items 1, 2, 3, 4, 5 and 6 = $179,186.03 Not To Exceed

Exhibit V

JOPLIN REGIONAL AIRPORT (JLN)
Joplin, Missouri

SUMMARY OF ENGINEERING COSTS (CMT)
N. PERIMETER ROAD (PHASE 1) - CONSTRUCTION PHASE SERVICES

May 15, 2026

Classification: Gross Hourly Rate:	Principal $320.72	Project Manager $224.19	Sr. Project Engineer $194.61	Project Engineer $149.46	Staff Engineer $137.00	Survey Crew $180.60	Administrative/ Accounting Assistant $102.75	Other Costs
A. BASIC SERVICES								
1. Preliminary Phase (N/A):								
N/A								
2. Design & Bidding Phase:								
N/A (See Original Contract)								
Total hours =	-	-	-	-	-	-	-	(1,2,3,4,5)
Total =	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
3. Construction Phase								
3.1a - Prepare Plans, Electronic Files, & Manual for Contractor		2		8				
3.1b - Develop a Construction Observation Program		2		8				
3.1c - Attend and Conduct Preconstruction Conference, Pre-Pavement Placement Meeting		10		10				
3.2a - Provide Construction Observation Services (RE 10 Hour Days, 3 Days/Week for 18 weeks)				540				
3.2a.1 - Project Manager Site Visits		24						
3.2b - Review Shop Drawings, RFI's, Submittals		4		16				
3.2c - Perform Onsite Inspection and Construction Material(s) Testing; SUBCONSULTANT								$ 46,294.07
3.2d - Respond to Field Issues, Conduct Weekly Construction Meetings		16						
3.2e - Prepare Progress Estimates, Reimbursements, & Review Payrolls		2	4	4			8	
3.2f - Prepare Change Orders and Supplemental Aggrements		2	4	4				
3.3a - Prepare and Submit Record Drawings		2	4	20				
3.3b - Prepare and Submit Final Testing Report		2	4	8				
3.3d - Provide Closeout Documents		2	4	24				
Total hours =	738	68	20	642	0	0	8	(1,2,3,4,5)
Total =	$ 162,206.16	$ 15,244.87	$ 3,892.18	$ 95,953.01	$ -	$ -	$ 822.03	$ 46,294.07
PART A SUBTOTAL =	**$ 162,206.16**							
GRAND TOTAL =	**$ 162,206.16**							

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2026-133 – Agreement with Signature Dirtworx, LLC for the 32nd Street and Quail Ave. Sewer Extension Project.

MEETING DATE
June 15th, 2026

ORIGINATING DEPT
Public Works – Engineering

ATTACHMENTS
CB2026-133 Ordinance, Agreement, Bid Summary, Exhibit Map

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

SUMMARY
This Council Bill will approve an agreement between the City of Joplin and Signature Dirtworx, LLC for the 32nd Street and Quail Ave. Sewer Extension Project in the amount of One Hundred Forty-One Thousand Three Hundred Thirty-Five and 65/100 DOLLARS ($141,335.65).

BACKGROUND
To support the continued growth and development of the City, property located on East 32nd Street and South Kodiak Road was recently annexed into the City of Joplin. The City has long planned to expand public infrastructure to serve developing areas and provide adequate utility services. This project consists of extending the existing sanitary sewer main across Route FF, which will allow the City to expand sanitary sewer service to the south and support future development of adjacent properties. The developers of the annexed property have dedicated a public sanitary sewer utility easement to the City to facilitate construction and future maintenance of the improvements. City Staff advertised requests for proposals for the 32nd Street and Quail Ave. Sanitary Sewer Extension Project in the Joplin Globe on May 2, 2026, and received bids on May 28th, 2026. A total of five bids were received, with Signature Dirtworx, LLC submitting the lowest responsive bid. Construction inspection and oversight will be performed by the City Staff.

ITEM DESCRIPTION	ANTICIPATED COST	FUNDING SOURCE	ESTIMATED TIMELINE
Design, Bidding & Construction Services	$ 19,900.00 (Actual)	Sanitary Sewer	On-going
Construction	$ 141,335.65 (Actual)	Sanitary Sewer	July 2026
Grand Total	$ 161,235.65	Sanitary Sewer	

FUNDING SOURCE
This is included in the FY 2026 Budget in the Sanitary Sewer Fund.

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

COUNCIL BILL NO. 2026-133 **ORDINANCE NO.**

AN ORDINANCE authorizing the City of Joplin to enter into an agreement with Signature Dirtworx, LLC for the 32nd Street and Quail Ave. Sewer Extension Project in the amount of One Hundred Forty-One Thousand Three Hundred Thirty-Five and 65/100 DOLLARS ($141,335.65) and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and, setting a date when this Ordinance shall become effective.

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

Section 1. That the said agreement by and between the City of Joplin and Signature Dirtworx, LLC for the 32nd Street and Quail Ave. Sewer Extension Project in the amount of One Hundred Forty-One Thousand Three Hundred Thirty-Five and 65/100 DOLLARS ($141,335.65) on behalf of the City of Joplin; a true and accurate copy of said agreement being attached hereto; be and the same is hereby approved.

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

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

Section 4. That this Council Bill shall have an effective date of July 7th, 2026.

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

_____, 2026 by a _____ vote.

_____

ATTEST: Brian "Rob" O'Brian, III, Mayor

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

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

_____
Leslie Haase, Director of Finance

AGREEMENT
BETWEEN
CITY OF JOPLIN AND SIGNATURE DIRTWORX, LLC

CITY		CONTRACTOR	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: Signature Dirtworx, LLC Address: 4915 E. 32nd Street JOPLIN, MO 64804	
Attention: John Cruz – Sanitary Sewer Engineer		Attention: Richard Huthsing	
Department: Public Works - Engineering		Phone:	Fax:
Phone: 417.624.0820 ext: 1584	Fax: 417.624.4620	Project: 32nd Street and Quail Avenue Sewer Extension	

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:

32nd Street and Quail Avenue Sewer Extension

The City and Contractor agree to the following:

1. Manner and Time for Completion. The Contractor will furnish all supervision, labor, tools, equipment, materials and supplies necessary to perform, and to perform said work at Contractor's own expense in accordance with the contract documents and any applicable City ordinances and state and federal laws within 45 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 One Hundred Forty-One Thousand Three Hundred Thirty-Five and 65/100 DOLLARS ($141,335.65) 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 $500.00 per day for each and every calendar day that the contract remains uncompleted after the time allowed for completion, as liquidated damages, and not as a penalty, it being stipulated that actual damages to the City and the public arising from Contractor's failure to timely complete the work would be difficult, if not impossible, to ascertain. The amount assessed as liquidated damages may be withheld from any moneys otherwise due to Contractor from the City.

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

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

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

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

13. Liability and Indemnity.

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

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

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

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

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

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

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

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

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

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

a. This Contract
b. All Change Orders
c. Bid Plans and Specifications
d. City of Joplin Standard Specifications (Latest Revised Edition)
e. Special Conditions & Provisions
f. 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 Forty-One Thousand Three Hundred Thirty-Five and 65/100 DOLLARS ($141,335.65), 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

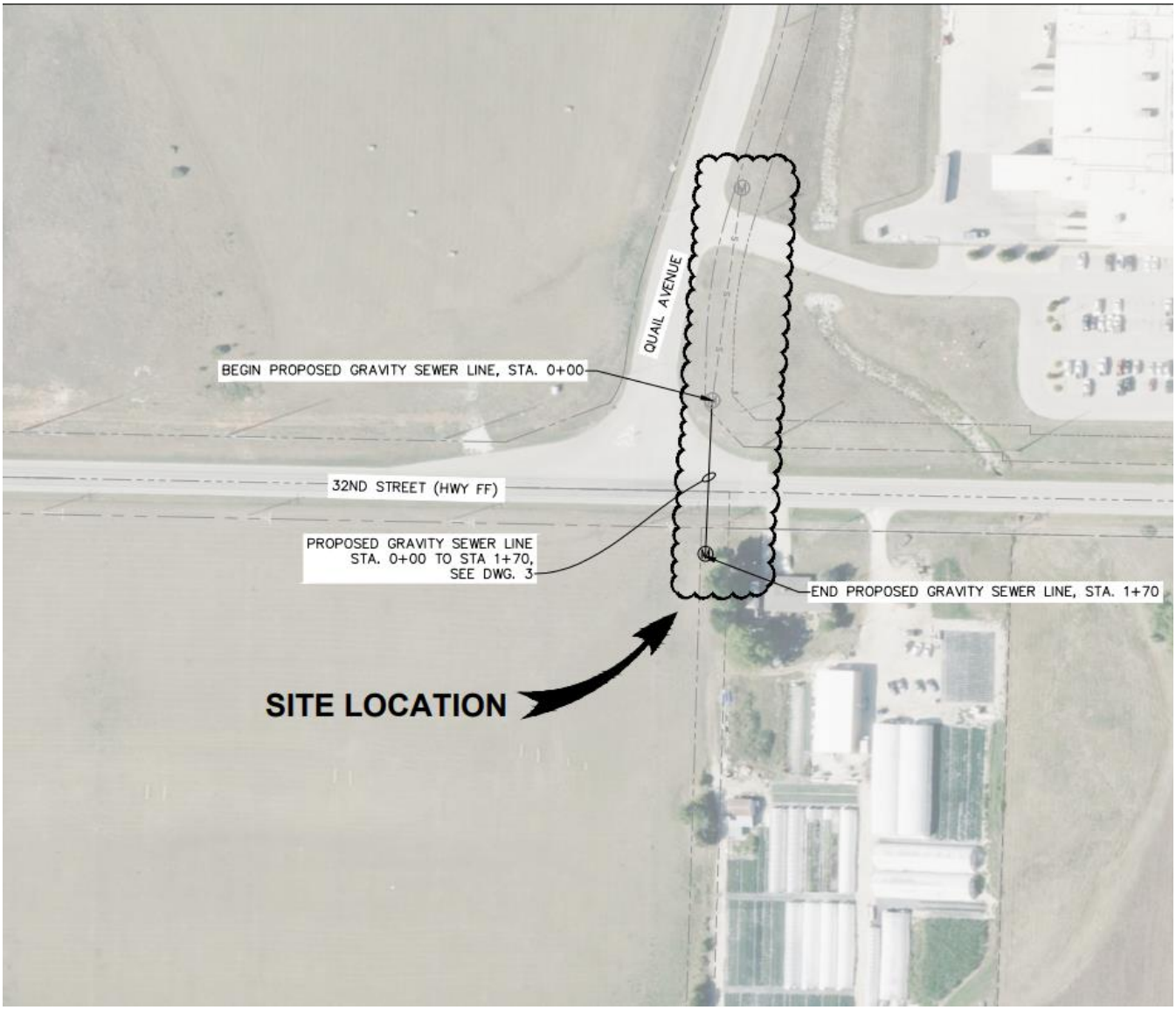
_____
Daniel Johnson, P.E., Public Works Director

BID SUMMARY

PROJECT: 32ND STREET AND QUAIL AVE. SEWER EXTENSION PROJECT

DATE OF BID OPENING: May 28th,2026 @ 10:00 am

CONTRACTOR	BID
Signature Dirtworx, LLC	$ 141,335.65
Southard Construction Co. of Joplin, Inc.	$ 191,290.00
Jeff Asbell Excavating & Trucking, Inc.	$ 282,204.75
Dirks Heavy Contractors	$ 291,901.95
Elements Construction Concepts	$ 388,571.00
Engineer's Estimate	$ 275,000.00



CB2026-133 Exhibit Map

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2026-615 – Approving a Lease agreement with Heart of America Tournaments, LLC. the land and improvements commonly known as Joe Becker Baseball Stadium with Clubhouse; and Wendell Redden Stadium, and the Gene Bassman Softball Complex.

MEETING DATE
June 15, 2026

ORIGINATING DEPT
Parks and Recreation

ATTACHMENTS
CB 2026-615 Ordinance; Exhibit “A” Lease Agreement; Exhibit "B” Heart of America Tournaments, LLC Lease Proposal; Exhibit "C” Stadium Lease RFP

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

SUMMARY
This Council Bill approves a Lease agreement with Heart of America Tournaments, LLC. the land and improvements commonly known as Joe Becker Baseball Stadium with Clubhouse; and Wendell Redden Stadium, and the Gene Bassman Softball Complex. The term of this Lease shall commence on January 1, 2027, and shall end December 31, 2029, unless terminated earlier than that date in accordance with the terms in this Lease Agreement. Tenant’s right to occupy, possess, and use Bassman Complex is further limited to the period between Friday and Sunday. Tenant shall use the premises only for the purpose of playing baseball and softball, baseball and softball practice, promotional events, ticket and merchandise sales, and related baseball/softball events. The 2027 lease payment will be in the amount of Fifty-Five Thousand and 00/100 Dollars ($55,000.00) the 2028 lease payment will be in the amount of Fifty-Six Thousand Three Hundred Seventy-Five and 00/100 Dollars ($56,375.00),and 2029 will be in the amount of Fifty-Seven Thousand Seven Hundred Seventy-Five and 00/100 Dollars ($57,775.00). Tenant shall have the right to extend the term for two, one (1) renewal periods under the same terms and conditions by written notice to Landlord given One Hundred Twenty (120) days prior to the expiration of the term. Tenant shall also pay Landlord an annual utility charge of $25,000.00 per year. At the end of the year, Landlord shall send a reconciliation invoice to Tenant for any utility amounts in excess of $25,000.00, or a refund in the event that the electric utility cost is under $25,000.00.

BACKGROUND
The current Lease Agreement with Parkwood Tournaments, LLC. ending November 30, 2026, the City Manager was given direction by City Council for the Park and Recreation Department to develop an RFP for advertising a new Stadium Lease Agreement for Joe Becker Stadium with Clubhouse; and Wendell Redden Stadium, and the Gene Bassman Softball Complex. This RFP was advertised March 17th with bid proposals due April 17th. We received one bid which was from Heart of America Tournaments, LLC. Heart of America Tournaments, LLC is owned and operated by John Hartley, including partnerships with Joplin Jailbirds and Bee Wright Sports.

FUNDING SOURCE
NA

RECOMMENDATION
Staff recommend approval of this council bill on 1st reading.

LEASE AGREEMENT

THIS LEASE AGREEMENT made and entered into this _____ day of _____, 2026, by and between the **City of Joplin, Missouri**, a Missouri Municipal Corporation, hereinafter referred to as "Landlord", and **Heart of America Tournaments, LLC**, a Missouri Limited Liability Company, hereinafter referred to as "Tenant".

W I T N E S S E T H :

For and in consideration of the mutual promises, covenants, agreements, and understandings herein made and contained, the Landlord hereby lets and leases to the Tenant, the after-mentioned land and improvements located thereon, to have and hold for the following purposes and subject to the following covenants and conditions, to-wit:

1. Term and Rent. Landlord leases to Tenant and Tenant leases from Landlord, the land and improvements, described as follows:

> All of Lots Numbered 11 to 22, both inclusive, except the West Thirty (30) feet of Lots Numbered 11, 12, 13, and 14, in TAYLOR'S Addition to East Joplin Landlord, now a part of the Landlord of Joplin, Jasper County, Missouri.

Commonly known as Joe Becker Baseball Stadium with Clubhouse; and Wendell Redden Stadium, and the Gene Bassman Softball Complex, (hereinafter referred to as the "Premises"), Joplin, Missouri. The term of this Lease shall commence on January 1, 2027 and shall end December 31, 2029, unless terminated earlier than that date in accordance with the terms in this Lease Agreement. Tenant's right to occupy, possess, and use Bassman Complex is further limited to the period between Friday and Sunday. Tenant shall use the premises only for the purpose of playing baseball and softball, baseball and softball practice, promotional events, ticket and merchandise sales, and related baseball/softball events. Tenant must obtain prior written approval from Landlord for any non-baseball events. Tenant shall be allowed to occupy and use the clubhouse for business operations upon execution of this Agreement, as set forth in Section 4., below.

a. Annual Rent. Tenant shall pay to Landlord annual rent to Landlord as follows:

   i. 2027: in the amount of Fifty Five Thousand and 00/100 Dollars ($55,000.00) in monthly payments of Four Thousand Five Hundred Eighty-Three and 33/100 Dollars ($4,583.33) due on the first day of each month beginning January 1, 2027.
   ii. 2028: in the amount of Fifty Six Thousand Three Hundred Seventy-Five and 00/100 Dollars ($56,375.00) in monthly payments of Four Thousand Six Hundred Ninety-Seven and 91/100 Dollars ($4,697.91) due on the first day of each month beginning January 1, 2028.
   iii. 2029: in the amount of Fifty Seven Thousand Seven Hundred Seventy-Five and 00/100 Dollars ($57,775.00) in monthly payments of Four Thousand

Eight Hundred Twelve and 50/100 Dollars ($4,812.50) due on the first day of each month beginning January 1, 2029.

b. Utility Payment. Tenant shall pay Landlord an annual utility charge of $25,000.00 per year, payable in monthly installments of Two Thousand Eight Three and 33/100 Dollars ($2,083.33) per month. Tenant shall be responsible for all electrical utility payments at Joe Becker Wendell Redden Stadiums and the clubhouse at Joe Becker, in excess of $25,000.00, annually. At the end of the year, Landlord shall send a reconciliation invoice to Tenant for any utility amounts in excess of $25,000.00, or a refund in the event that the electric utility cost is under $25,000.00.

c. Renewal Option. Tenant shall have the right to extend the term for two, one (1) renewal periods under the same terms and conditions by written notice to Landlord given One Hundred Twenty (120) days prior to the expiration of the term, provided, however, that at the time of such notice and at the commencement of the Renewal Period, (a) Tenant remains in occupancy of the Demised Premises, and (b) no uncured Event of Default exists hereunder (and no condition exists which, with the passage of time and/or giving of notice, would be an Event of Default). The Renewal Period shall commence upon the expiration date of the initial Term. For each renewal period, annual rent and the utility surcharge shall be increased by five percent (5%).

d. Late Payment of Rent. Tenant shall pay a late charge of ten percent (10%) of any Rent not received by Landlord by the tenth day after it is due.

e. Landlord shall have the right to terminate this Lease Agreement in the event an affiliated, independent or semi-professional baseball team agrees to come to the Joplin market and play at Joe Becker Stadium, by giving 365 days' notice to Tenant.

f. Landlord may terminate this Lease Agreement at any time, with or without cause, by giving six (6) months written notice to Tenant.

2. Naming Rights. Landlord retains the exclusive right to sell, license or otherwise grant the naming rights to some or all of the stadium or any part of the Facility (the "Name"),

3. Advertising. Tenant shall have the exclusive right to post, exhibit or display any Advertising at the Stadium. Tenant shall have the responsibility for and shall be the exclusive agent for the sale and marketing of all fixed and permanent advertising in the Stadium and all temporary advertising for events sponsored by Tenant. In addition, Tenant may enter into marketing and advertising agreements with third parties, setting forth the consideration for, the manner and the method of such advertising and marketing arrangements. Tenant shall have the right to negotiate, execute and perform any and all contracts, use agreements, licenses and other agreements for the use of advertising space within the Stadium or any part thereof and all advertising rights of whatever kind or nature related thereto. All revenues derived from advertising rights or licenses shall, except as otherwise provided in this Agreement, be the property of Tenant. Landlord

reserves the right to disapprove and thus prohibit any advertising for the Facility that the City Council or the City Manager, reasonably but in their sole discretion, deems in bad taste or offensive to the City's image, or in their reasonable opinion is a source of embarrassment to the City. No tobacco, vaping or alcoholic beverage company shall be allowed.

4. Third Party Use. Tenant shall make the Stadium available for third party use on any dates that it does not have a scheduled game or event. Tenant shall make its schedule for the following calendar year available to the City and other third-party users once it is available on or before November 1 of the year prior to the next scheduling year . Tenant shall make a good faith effort to work with these third-party users to schedule their events with the expectation that these users will be able to utilize the facilities as they currently do. Third-party users include high school baseball, Joplin Sports Authority events, and the college or similar league baseball. Tenant agrees to honor all contracts that the Joplin Sports Authority has with their customers for the duration of this Agreement. Tenant shall be responsible for establishing fees for all users, to be approved by the City of Joplin Parks & Recreation Director. Parking fees shall not be charged for city-owned parking lots for these events. The City may use the Stadium for City-sponsored events each year on days that are not in conflict with the Tenant's baseball games or any previously scheduled third-party events or special events. Copies of all signed sub-lease agreements will be submitted to City of Joplin.

5. Concession Facilities. Tenant shall have exclusive use of the concession facilities during the term of the Lease as defined herein. Such right shall include the level of service, definition of the menu and pricing, selection of suppliers and vendors and subletting of concession services. Tenant shall be responsible for the replacement of or any additional concession equipment required in the future. Tenant will be allowed to use the Landlord-owned concession equipment, but must maintain equipment. Tenant is responsible for maintenance, repair, cleaning, and security of the concession areas during this time period. Maintenance is defined as keeping the premises clean and keeping all items, fixtures, and buildings in good working order and condition. Tenant may contract out concession services. Landlord shall not operate or staff concessions. Tenant is responsible for maintaining concession facilities in compliance with all applicable city ordinances. Tenant shall do an annual deep clean of the concession facilities to the satisfaction of the City.

6. Clubhouse. Subject to the terms of this Lease Agreement and Tenant not being in default, Tenant shall have exclusive use of the Clubhouse year-round, including limiting access to the facility. Landlord shall have the right to inspect the facility upon written request, and 48 hours minimum notice, and accompanied by a representative of Tenant. Landlord workers may not enter the Clubhouse building without written permission of Tenant at any time, unless an emergency exists, at which time Tenant will be immediately notified.

7. Parking Lots. Tenant shall be permitted to use the Landlord's parking lots to the South of Joe Becker Stadium and to the West of the Stadium during home games and other scheduled entertainment events each year. Landlord shall be responsible for the general maintenance of the Stadium parking areas during this time. This includes trash and litter pickup and removal and overall cleaning.

8. Assignment and Subletting. Tenant will not assign this lease in whole or in part, nor sublet all or any part of the leased premises, without obtaining the prior written consent of the Landlord. Any assignment or subletting without Landlord consent in writing shall be void.

9. Use of Premises by Tenant. Tenant shall use the leased premises for baseball and non-baseball events deemed necessary by the Tenant with the exception of events that could cause substantial damage to the field unless such damage would be repaired at the cost of the Tenant. Play may extend beyond 11:00 p.m. All field lights shall be turned off as soon as practicable thereafter. Tenant shall not perform any acts or carry on any practices that may injure the premises or be a nuisance or menace. Tenant shall obtain such state, county, and local, permits or licenses as are required for the proper operation of Tenant's business.

10. Tenant's Responsibilities. It is the intent of the parties that the Landlord will perform all maintenance, service, cleaning and care for the premises unless said duties are expressly designated to Tenant under this Agreement. This Agreement is conditioned upon Tenant's assurances that the subject ballfields and facilities shall be operated solely by Tenant and no other person, corporation, association, or legal entity whatsoever. All of Tenant's personnel and volunteers, such as, but not limited to, players, administration, umpires, scorekeepers, and ball shags, shall be the sole responsibility of Tenant. Tenant shall be responsible for ticket sales and collecting tickets at the gate and shall be entitled to all proceeds therefrom, excepted as provided for in this Agreement.

a. Tenant will not permit the premises to be damaged or depreciated in value by any act or negligence. Tenant shall use due diligence to keep faucets closed so as to prevent waste of water and flooding of premises and to promptly take care of any leakage or stoppage in any of the water, gas or waste pipes. Tenant shall make no structural alterations or improvements without written approval of the Landlord. Any construction or improvements made to the Stadium, improvements, and real estate shall remain the sole property of the Landlord.

b. Tenant will be responsible for equipment for games and tournaments such as tables, chairs, water coolers, cups, etc.

c. Equipment such as pitching screens, portable pitching mounds, portable fencing (softball), etc. are able to be used by Tenant with the responsibility of Tenant for putting up and taking down each item. And making sure all equipment is secured.

d. Tenant shall be responsible to make sure a qualified coach is present at all games and practices conducted within the facilities for supervision purposes. Site Supervisor is required for all games and tournaments.

e. It will be the responsibility of the Tenant for scheduling and paying of officials and game/tournament staff (admissions, runners, etc.)

f. Tenant shall prohibit the use of metal cleats on the artificial turf areas of the field, including but not limited to, the pitcher's mound and batter's box.

g. No sunflower seeds or seeds, and gum of any kind shall be allowed at any of the facilities.

e. Tenant will be required to present an update annually to City Council on operations which include number of games, tournaments, etc.

11. Landlord's Responsibilities.

a. Landlord shall keep the roof, structural part of the floor, walls, and other structural parts of the Stadium and building, and field lights in working order. Landlord shall maintain the turf, which means mowing, fertilizing, aerification, irrigating and disease, weed and pest control. Landlord will mow all areas outside of the Stadium.

b. Landlord will mow areas on Monday, Wednesday and Friday depending on the weather and tournament and game schedules. For weekday games, Landlord will prepare the fields games and tournaments, and this will include lining the foul lines and batters' boxes at Joe Becker, Wendell Redden and Bassman.

c. Landlord will be responsible for all cleaning of buildings, parking lots, and grounds.

d. Landlord will provide one staff person during tournament play to keep facility clean from trash. Will work closely with Tenant's Site Supervisor during games.

12. Fixtures and Alterations. Any improvements made by the Tenant that attach to the premises shall become the property of the Landlord.

13. Insurance.

a. Liability, Property and Personal Injury. Tenant shall, during the entire term of this Lease, procure and keep in full force and effect, policies of public liability, bodily injury including personal injury, death and property damage insurance with respect to the leased premises and the business operated by Tenant in the leased premises, on an occurrence basis, in which the limits of public liability shall not be less than a single limit of $1,000,000.00 per occurrence / $2,000,000.00 general aggregate. The policy shall name Landlord, any person, firms or corporations designated by Landlord, and Tenant as insureds, and shall contain a clause that the insurer will not cancel or change the insurance without first giving the Landlord ten (10) days' prior written notice. The insurance shall be in an insurance company acceptable to Landlord and a copy of the policy or a Certificate of Insurance shall be delivered to Landlord upon execution of this Lease Agreement.

b. Business interruption. Tenant may procure and maintain in full force and effect, commencing on the date of this Agreement and continuing through the term of this Lease, at Tenant's sole cost and expense, use and occupancy or business interruption or lost income

insurance against all risk perils including flood, earthquake and terrorism, including extra expense coverage in an amount equal to no less than the annual rent payment due to the Landlord for the period of time estimated to repair or rebuild the facility after substantial damage to the Facility, plus an extended period of indemnity of not less than one hundred eighty (180) days, including contingent business interruption insurance within the business interruption insurance coverage at a sublimit of not less than $200,000.00 and indemnity period equal to that of the business interruption insurance indicated above.

c. Workers' Compensation. Tenant shall procure and maintain in full force and effect from and after the date of this Agreement, and during the term of this Lease at Tenant's sole cost and expense, workers' compensation insurance as required by the State of Missouri or Texas. Additionally, Tenant shall procure and maintain in full force and effect during the entire term of this Lease at Tenant's sole cost and expense, employer's liability coverage of not less than $1,000,000.00. Tenant shall provide Landlord with proof of worker's compensation insurance each year.

14. Environmental Provisions. Tenant covenants and agrees, effective as of the date of this Lease and continuing during the term thereof, as follows:

a. The use and operation of the demised premises shall at all times be in full compliance with the then-applicable Environmental Law;

b. Neither Tenant nor any other person shall bring onto, use, store, generate, or transport any Hazardous Materials in, on or under, the Demised Premises except in a reasonable and prudent manner so as to prevent the release or threat of release of any hazardous material on, onto, or from the demised premises and except in compliance with applicable Environmental Law;

c. Neither Tenant nor any other person shall treat, process, dispose of, recycle, or incinerate any hazardous materials on the demised premises.

15. Indemnification of Landlord. Tenant hereby assumes all risk of, and responsibility for, and agrees to indemnify and save harmless, Landlord, from and against any and all claims, demands, suits, actions, recoveries, judgments and costs and expenses therewith made, brought or obtained on account of the loss of life or property or injury or damage to the person or property of any person or persons whomsoever, whether such person or persons be Landlord, its agents or employees, or Tenant, its agents or employees, or any third person in any way connected with the parties hereto, which loss of life or property, or injury or damage to persons or property, shall be due to, or arise out of, result from, or be in any way connected with, this Lease or any work done thereunder or business carried on by Tenant.

16. Damage or Destruction of Leased Premises. In the event that the leased premises are destroyed or damaged so as to be unfit for use by fire, storm, explosion, earthquake or other casualty, so as not to be capable of being economically rebuilt or restored within three hundred sixty-five (365) days, then this Lease shall be automatically terminated. Otherwise, Landlord shall proceed at its own expense and with due diligence to restore the premises within such three

hundred sixty-five (365) days. In the event Landlord determines that the premises cannot be rebuilt or restored within three hundred sixty-five (365) days as provided hereinabove, then it shall give written notice of this decision to Tenant within fifteen (15) days from the date of the happening of such casualty, and this Lease shall terminate.

17. Default of the Tenant. In the event of any failure by Tenant to pay any rental due hereunder within ten (10) days after the same shall be due, or any failure to perform any other of the terms, conditions or covenants of this Lease to be observed or performed by Tenant for more than ten (10) days after written notice of such default shall have been given to Tenant, then Landlord, after the expiration of a seven (7) day right-to-cure period, besides other rights and remedies it may have, shall have the immediate right of re-entry and may remove all persons and property from the leased premises without service of notice or resort to legal process and without being deemed guilty of trespass or becoming liable for any loss or damage which may be occasioned thereby. Should Landlord at any time terminate this Lease for any breach in addition to any other remedies it may have, it may recover from Tenant all damages it may incur by reason of such breach. Tenant further agrees to indemnify Landlord for any and all costs and expenses, including attorneys' fees, incurred by Landlord in any lawsuit against Tenant to enforce the terms of this Lease.

18. Right of Entry. Landlord or Landlord's agents shall have the right to enter the leased premises upon written request, and 48 hours minimum notice, and accompanied by a representative of Tenant to make such repairs, alterations, improvements or additions as the Landlord may deem desirable, and Landlord shall have the right to enter the premises to conduct routine health inspections and other inspections as deemed necessary by Landlord.

19. Landlord's Covenant. Upon payment by Tenant of the rents herein provided, and upon the observance and performance of all covenants, terms and conditions on Tenant's part to be observed and performed, Tenant shall peaceably and quietly hold and enjoy the leased premises for the term hereby demised without hindrance or interruption by Landlord or any other person or persons lawfully or equitably claiming by, through, or under the Landlord, subject, nevertheless, to the terms and conditions of this Lease. Tenant agrees to indemnify Landlord for any and all costs and expenses, including attorneys' fees in any lawsuit against Tenant.

20. Notices. All notices, requests, and other communications hereunder shall be in writing and shall be deemed to be duly given if delivered or deposited in the U.S. Mail, First Class Postage prepaid, Certified, Return Receipt Requested, (except for rent payments) to the

Landlord as follows:

City of Joplin, Missouri
Office of the City Manager
602 South Main Street
Joplin, Missouri 64801,

and to Tenant as follows:

Heart of America Tournaments, LLC
Attention: John Hartley
Email: hartball1224@hotmail.com

Each party may, from time-to-time, designate a different address by notice given in conformity with this paragraph. The date of mailing as indicated on the U.S. Postal Return Receipt shall be the commencement date for calculating any time periods associated with the giving of notice hereunder.

21. Amendments. It is acknowledged that the covenants and obligations herein contained are the full and complete terms of this Lease Agreement, and no alteration, amendments or changes to such terms shall be binding unless first reduced to writing and executed with the same formality as this Agreement. This provision shall not apply to changes of address for forwarding of notice or rental payments.

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

23. Compliance with Applicable Laws. Tenant shall comply with all applicable laws, ordinances, rules and regulations and keep in effect at all times, all material permits, licenses, and contractual arrangements as may be necessary to operate as a First Class Operation.

24. Entire Agreement. This instrument embodies the whole agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein and this Agreement shall supersede all previous communications, representations or agreements, either verbal or written, between the parties.

25. Governing Law. It is mutually understood and agreed that this Agreement shall be governed by the laws of the State of Missouri, both as to interpretation and performance. Venue for litigation between the parties shall be solely and exclusively in Jasper County, Missouri, or the United States District Court for the Western District of Missouri.

26. Heirs, Successors and Assigns. Each and every obligation contained in this Lease Agreement shall be jointly and severally binding upon the respective parties, their heirs, legal representatives, successors and assigns.

27. No Implied Waivers. The right of any party under any provision of this Agreement shall not be affected by its prior failure to require the performance by the other party under such provision or any other provision of this Agreement, nor shall the waiver by any party of a breach of any provision hereof constitute a waiver of any succeeding breach of the same or any other provision or constitute a waiver of the provision itself. A waiver of any right or obligation hereunder must be in writing and signed by the parties to this Agreement.

28. Cancellation or Termination. This Agreement shall govern all transactions between the parties until cancelled or terminated by the Landlord or upon expiration of this lease.

29. Mediation. Disputes, controversies, and claims arising under, out of or relating to this Lease Agreement and any subsequent amendments of, or in relation therein, including, but not limited to, its formation, validity, binding effect, interpretation, performance, breach or termination, as well as non-contractual claims, and operation of the Stadium shall first be submitted to a licensed mediator or attorney agreed on by the parties. The parties shall make a good faith effort to resolve disputes first through mediation. However, in instances whereby litigation is necessary because an injunction and other equitable relief is sought by one of the parties, this mediation clause shall not preclude litigation in those instances. In all other instances, the parties agree that mediation shall be a condition precedent to litigation.

IN WITNESS WHEREOF, the parties have caused this Lease Agreement to be executed in duplicate as of the day and year first above written.

CITY OF JOPLIN, MISSOURI, a
Municipal Corporation

By: _____
Nicholas Edwards,
City Manager

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

STATE OF MISSOURI)
) ss:
COUNTY OF JASPER)

On this _____ day of _____, 2026, before me appeared Nicholas Edwards, to me known to be the City Manager of the City of Joplin, Missouri, a Municipal Corporation, and that the seal affixed to the foregoing instrument is the seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its City Council for the consideration stated therein and no other, and said Nicholas Edwards acknowledged said instrument to be the free act and deed of said corporation, and that the allegations contained therein are true.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in Joplin, Missouri, the day and year last above written.

_____
Notary Public

My commission expires:

_____

"**LANDLORD**"

HEART OF AMERICA TOURNAMENTS LLC, a Missouri Limited Liability Company

By: _____
John Hartley, Managing Member

"**TENANT**"

MISSOURI ACKNOWLEDGMENT

STATE OF MISSOURI)
) ss:
COUNTY OF JASPER)

On this _____ day of _____, 2026, before me appeared John Hartley, to me known to be the Managing Member for Heart of America Tournaments, LLC, a Missouri Limited Liability Company, for the consideration stated therein and no other, and said John Hartley acknowledged said instrument to be the free act and deed of said Company, and that the allegations contained therein are true.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in Joplin, Missouri, the day and year last above written.

_____
Notary Public

My commission expires:

_____

April 16, 2026

Proposal Review Committee

City of Joplin

Subject: Proposal 2026-RFP-18 – Lease of Joe Becker Stadium, Wendall Redden Stadium, and Gene Bassman Softball Complex

Dear Committee Members,

I am pleased to submit this cover letter in support of our proposal for leasing Joe Becker Stadium, Wendall Redden Stadium, and Gene Bassman Softball Complex under Proposal 2026-RFP-18. Our partnership brings together a diverse and experienced coalition of organizations: the Joplin Jailbirds (Collegiate Summer Baseball, led by David Schmoll.), Heart of America Baseball Tournaments (operated by John Hartly, specializing in youth and high school baseball), and Bee Wright Sports (operated by Shawn Beeson, with USSSA Softball). Together, we aim to maximize the use of these facilities for a wide range of baseball and softball events, fostering community engagement and athletic excellence.

Our partners are committed to providing high-quality, well-organized sporting events that will draw participants and spectators to Joplin, fostering economic growth and community pride. We are excited about the opportunity to manage these outstanding facilities and look forward to working with the City of Joplin to ensure their continued success.

Thank you for considering our proposal. Please feel free to contact me if you require any additional information or have questions regarding our qualifications or plans for the stadiums.

Sincerely,

Mike Greninger

417-438-6615

Michael.greninger@yahoo.com

Formal Proposal for Leasing Joe Becker Stadium, Wendall Redden Stadium, and Gene Bassman Softball Complex

Proposal Number: 2026-RFP-18

April 16, 2026

City of Joplin

Attn: Stadium Lease Committee

Joplin, MO

Lease Payment

	Annual Payment	Lessee Utility Payment	Total Value to City
2027	55,000	$25,000	$80,000
2028	$56,375	$25,000	$81,375
2029	$57,775	$25,000	$82,775

Scheduling and Subleasing Arrangements

A centralized scheduling system will be implemented to coordinate practices, games, tournaments, and community events. All primary facility usage will be scheduled in advance, ensuring equitable access for local schools, youth leagues, and community organizations. Subleasing opportunities will be offered to approved third party tournaments and special events, subject to city guidelines and facility standards. All sublease agreements will be documented, and facility calendars will be updated weekly for transparency. See Examples Included

Staffing and Supervision Plan

Tournament games will be staffed with experienced supervisors, gate workers and scoreboard operators. During practices, coaches will oversee operations, ensuring safety and adherence to city policies. Umpires will be assigned based on event requirements, with coverage guaranteed for all games

Concession Operations Plan

Concessions will be managed at the Joplin Sports Complex by T&M Concessions, owned by Tad & Megan Mansfield who operated the concessions last year for Parkwood Tournaments. The concessions at Joe Becker Stadium will be managed by Joplin Baseball LLC. These concessions will offer a variety of food and beverage options tailored to event audiences. Operations will comply with health codes and city regulations, with periodic reviews to ensure quality. Local vendors may be invited to participate during high-attendance events, enhancing community engagement and revenue potential.

Proof of Funding

Enclosed is a letter of reference from People's Bank, confirming the financial capacity to fulfill all lease obligations. Additional supporting documents are available upon request

Lessee Qualifications

Each partners Bios are enclosed

References

See enclosed

Conclusion

I am confident that our team experience, resources, and dedication make us the best candidate to lease and manage Joe Becker Stadium, Wendall Redden Stadium, and Gene Bassman Softball Complex. We look forward to contributing to the City of Joplin's sports community and ensuring these facilities reach their full potential. For further information, please contact me at (417) 438-6615 or email Michael.greninger@yahoo.com

Respectfully,

Mike Greninger

Parkwood Baseball Events

Year	2021	2022	2023	2024	2025	2021	2022	2023	2024	2025	2021	2022	2023	2024	2025
	Teams					Athletes					Room Nights				
Youth	66	149	252	318	292	792	1788	3024	3,816	3,504	124	888	605	912	1020
High School	379	444	552	404	398	5685	6660	8280	6,060	5,970	2754	6038	6930	7,732	7951
College	78	96	84	45	46	1404	1728	1512	810	828	447	651	590	479	408
Total	**523**	**689**	**888**	**767**	**736**	**7881**	**10176**	**12816**	**10,686**	**1,032**	**3325**	**7577**	**8125**	**9,123**	**9,379**

Youth games played at Bassman Complex

High School games played at Becker, Redden, & Local High School Fields

College games played at Becker, Redden & Local College and High School Fields

Parkwood Softball Events

Year	2021	2022	2023	2023
	Entries/Teams		To Date	Projected
High School	46	72	38	78
Adult	24	117		150
Total	70	189	38	228

2021	2022	2023	2023
Athletes		To Date	Projected
690	1080	570	1170
288	1404		1800
978	2484	570	2970

2021	2022	2023	2023
Room Nights		To Date	Projected
74	125	78	150
12	70		100
86	195	78	250

All games are played at the Bassman Complex

2026 Bassman Complex Schedule

March 10&12	BW Sports League Starts	10U&12U
March 14-15	**BW Sports-Softball**	**10U - 18U**
March 20-21	Purdy H.S Softball	Varsity
March 22	HOAT Baseball	9U – 13U
March 28-29	HOAT Baseball	9U – 13U
April 4	**BW Sports Softball**	**10U - 18U**
April 11-12	HOAT Baseball	9U – 13U
April 18-19	HOAT Baseball	9U - 13U
April 25	MWC – Softball	Jr. High
April 26	HOAT Baseball	9U - 14U
May 2-3	BW Sports Softball	9U - 14U
May 9	Fox Sports Baseball	9U - 14U
May 16-17	HOAT Baseball	9U – 14U
May 23-24	**BW Sports Softball**	**10U – 18U**
May 30-31	HOAT Baseball	9U – 13U
June -6-7	HOAT Baseball	9U – 13U
June 13-14	HOAT Baseball	9U – 13U
June 20-21	HOAT Baseball	9U – 13U
June 27-28	**BW Sports Softball**	**10U – 18U**
July 5	**BW Sports Softball**	**10U – 18U**
July 25	Schreiber Softball	Adult
August 1	**BW Sports Softball**	**10U – 18U**
August 15-16	Kernal Day Memorial	Adult Softball

FALL

Sept 4-5	JHS Lady Eagles Softball	High School
Sept 12-13	**BW Sports Softball**	**8U – 14U**
Sept 19-20	HOAT Baseball	9U – 13U
Sept 26-27	**BW Sports Softball**	**8U – 14U**
Oct 3-4	HOAT Baseball	9U – 13U
Oct 10-11	**BW Sports Softball**	**8U – 14U**
Oct 17-18	HOAT Baseball	9U – 13U
Oct 24-25	HOAT Baseball	9U – 13U
Oct 31	BW Sports Softball	12U – 18U
Nov 14-15	BW Sports Softball	12U – 18U

2026 BASEBALL

SPRING

Feb 12-14	NAIA Graceland	College
Feb 17	Mission College	College
March 19	New Heights	High School
March 31	New Heights	High School
April 6	New Heights	High School
April 8	New Heights	High School
April 10	New Heights	High School
April 11-12	HOAT Baseball	14U
April 14	New Heights	High School
April 17	MSSU Baseball	College
April 20	New Heights	High School
April 21	New Heights	High School
April 25-26	HOAT Baseball	14U
April 27	New Heights	High School
April 30-May 4	SAC Conference Tournament	College
May 2 -3	HOAT Baseball	14U
May 5	New Heights	High School
May 7-9	NJCAA Region 16	College
May 7-9	MCSAA State Baseball	High School
May 16-17	HOAT Baseball	14U

SUMMER

May 23 - 25	HOAT- Sandy Koufax Qualifier	14U
May 29-31	HOAT - Lion Classic	14U – 18U
June 6 - 8	HOAT – Four-States Showcase	14U – 18U
June 12-14	Harry Greninger-Heart of Lion (proceeds to MSSU Baseball)	15U – 18U
June 12-14	HOAT-Sandy Koufax WS	14U
June 19-21	HOAT – Border War	14U – 18U
June 27-29	HOAT-World Series	14U - 18U
July 9-12	Midwest Premier Nationals	15U & 17U
July 10-12	Chuck Wiley Memorial-West	16U – 18U
July 17 -20	HOAT	15U – 18U
July 25-27	HOAT-Summer End Shootout	15U – 18U

FALL

Sept 5 - 6	HOAT Fall Open	14U - 18U
Sept 13-14	HOAT Falling Leaves	14U – 18U
Sept 20-21	HOAT Fall Harvest	14U - 18U
Sept 26-27	HOAT Fall WS	14U-18U
Oct 3-4	HOAT Falling Walnuts	14U-18U
Oct 10 -11	Joplin Juco Festival	16U-18U
Oct 17-18	HOAT Finale	16U-18U

2025 BASEBALL

SPRING

Feb 14-16	NAIA Graceland	College
April 29-May 3	KCAC Tournament	College
April 25	MSSU Baseball	College
May 7-10	NJCAA Region 16	College
May 8-10	MCSAA State Baseball	High School

SUMMER

May 24-25	HOAT- Sandy Koufax Qualifier	14U
May 30-June1	HOAT - Lion Classic	14U – 18U
June 6 - 8	HOAT – Four-States Showcase	14U – 18U
June 13-15	Harry Greninger-Heart of Lion (proceeds to MSSU Baseball)	14U – 18U
June 19-22	HOAT-AABC/CMWS Qualifier	18U
June 19-22	HOAT-Sandy Koufax WS	14U
June 27-29	HOAT-Border War	14U - 18U
July 10-13	Midwest Premier Nationals	15U only
July 17 -20	HOAT Premier WS	15U – 18U
July 25-27	HOAT-Classic	15U – 18U

FALL

Sept 6-7	HOAT Fall Open	14U-18U
Sept 11-13	Joplin JUCO Festival	College
Sept 20-21	HOAT Fall Harvest	14U-18U
Sept 27-28	HOAT Fall WS	14U-18U
Oct 4-5	HOAT Falling Walnuts	14U-18U
Oct 11-12	HOAT Fall Classic	16U-18U
Oct 18-19	HOAT Finale	16U-18U
Oct 26-27	Evo Elite	16U-18U

2025 YOUTH BASEBALL & SOFTBALL

SEPT 7	HOAT FALL OPENER	9U - 13U
SEPT 13	BW SPORTS SOFTBALL	10U – 18U
SEPT 20	BW SPORTS SOFTBALL	10U – 18U
SEPT 28	HOAT BASEBALL	9U – 14U
OCT 5	HOAT BASEBALL	9U – 14U
OCT 11	BW SPORTS PINK OUT	10U – 18U
NOV 15	BW SPORTS SOFTBALL	10U – 18U

People's Bank of Seneca

Member FDIC

4/15/2026

Subject: Bank Confirmation Letter for Parkwood Tournament, LLC
Requested by Michael Greninger

To Whom It May Concern,

This letter is to confirm that Parkwood Tournament LLC has an open and active checking account with our institution. The account information is as follows:

1. Account Details:
   - Account Name: Parkwood Tournament LLC
   - Account Number: 18066
   - Account Type: Checking

This confirmation is issued at the request of our customer and is provided without any liability or responsibility on the part of the bank or its officers.

Should you require any further information, please feel free to contact me directly at 417-578-9055 or via email at carrie@peoplesbankofseneca.com.

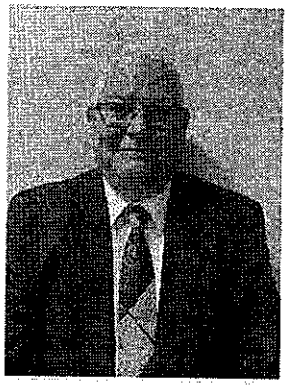
Sincerely,

Carrie Burgi

Carrie Burgi
Chief Operations Officer, EVP
People's Bank of Seneca

1731 E. 20th Street
Joplin, MO 64804

Phone: 417-578-9050
Fax: 417-627-9270



MIKE GRENINGER

Mike Greninger is owner and operator of Parkwood Tournaments LLC. Mike's career includes over 30 years of experience managing and directing numerous sporting events where he has overseen all aspects of game administration including umpire assignments, scheduling, facility management, gate operations and scoreboard supervision. As a board member and softball assigner with the Joplin Umpires Association, Mike has built strong relationships with athletic directors and coaches throughout Southwest Missouri and Southeast Kansas due to his 42 years of officiating experience.

Events Mike has managed or assisted in include:

- USA Baseball Tournament of Stars
- Premier Baseball World Series
- Heart of America Tournaments
- USSA Softball Tournaments
- Little League Baseball & Softball State and Regional Tournaments
- MCSAA State Championship Events
- Mid America Baseball Tournaments
- Five Tool Baseball
- NABF World Series
- Dizzy Dean baseball & softball tournaments
- Missouri Special Olympics State Games

Other Credentials:

- Founder of the Joplin Sports Authority
- Founder of the Joplin Sports Hall of Fame
- Served on the Joplin Convention and Visitors Bureau Board
- Over 30 years of experience in the Joplin Hotel District
- The first Director of Sales for Joplin's Convention and Visitors Bureau



David Schmoll

Managing partner of Joplin Baseball LLC.

David has been managing sports teams since 2013 and is currently the General Manager of St Louis Ambush – Major Arena Soccer League.

Proven experience:

- Two years as General Manager of the River City Rascals – Frontier League
- Manager of O'Fallen Hoots – Prospect League
- Director of Business Operations and General Manager of the Mississippi RiverKings
- General Manager of the Mississippi RiverKings

Other Credentials:

- Prospect League Board of Directors Director of the Year in 2024
- Hoots were named the League's Organization of the Year in 2024

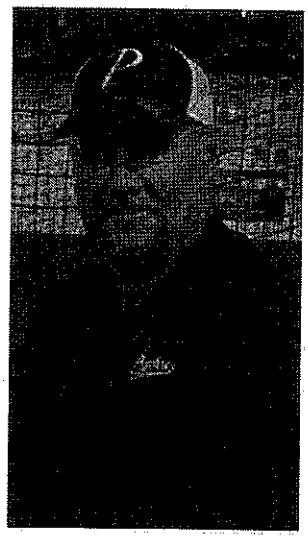
Joplin Baseball LLC envisions Joe Becker Stadium to be a tourism driver for Joplin. With David's experience, the group plans to utilize the facility for additional community events, concerts and festivals. In O'Fallon, from 2021-2026 the ballpark was in use for 260 days out of the year including every day from May through July from 9am until 11pm. The objective is for Joe Becker Stadium to become not only a staple of entertainment in Joplin, but also for the entire southwest Missouri region.

We also plan to continue to add to our front office staff as we grow. With a full-year lease, we plan to add at least one new full-time employee with the objective to grow to six full-time employees as we scale. We look forward to being a part of the continued growth of Joplin.



JOHN HARTLEY

John Hartley is the Owner and Operator of Heart of America Tournaments. John has 45 years of Coaching and Tournament Experience in the game of Baseball. Drawing on over 20 years of Experience in the Travel Ball scene - John has a firm handle on what Clubs and Players need in Events that HOAT is hosting. John is the AABC State Director for Missouri, Kansas, Nebraska and Arkansas. In addition to that John and HOAT are Operators for 5 Tools Events in Missouri, Kansas, Nebraska and Illinois. John is a member of the Missouri Sports Hall of Fame and is the AABC National Office Vice President for youth. John is also the World series Coordinator and a Board Member for the Chuck Wiley Memorial Foundation.



Shawn Beeson

Tournament Director & Founder, Bullpen Psychos Softball

Shawn Beeson is a seasoned leader in the fastpitch softball community with nearly two decades of dedicated service to the sport. As the founder and head of the Bullpen Psychos Softball Organization for the past 12 years, Shawn has demonstrated an exceptional ability to build and sustain a premier athletic program. Under his leadership, the organization has seen remarkable growth, expanding from a single inaugural team to a comprehensive 16-team circuit ranging from 8U to 18U for the current season.

In addition to his work with the Bullpen Psychos, Shawn brings six years of experience as a USSSA Sanctioned Event Director. His deep understanding of tournament logistics, NFHS and USSSA regulations, and complex scheduling ensures high-quality, competitive events for players and families alike. His perspective on the game is further sharpened by his status as a certified umpire, providing him with a unique 360-degree view of the field that few directors possess.

Well-known throughout the region for his integrity and commitment to the sport, Shawn is driven by a genuine passion for youth softball. His goal remains focused on fostering a positive, high-energy environment where athletes can develop their skills and a lifelong love for the game. He is thankful for the opportunity to bring his expertise and professional standards to the Joplin Softball Complex.

April 13, 2026

To Whom It May Concern

I've had the pleasure of working with Mike Greninger for the past several years on camps and summer baseball tournaments. Missouri Southern has been fortunate enough to be a host site for Mike, along with several other baseball fields around the Joplin area.

Mike has always communicated well, has always done what he said he would do, pay in a timely matter, as well as taking the lead in scheduling. I really appreciate the working relationship Mike and I have developed over the years.

Please feel free to contact me if you have any questions or would like to discuss more

Thank You

Bryce Darnell
MSSU Baseball
Head Coach
417 529 8648
Darnell-b@mssu.edu

New Heights Christian Academy
4311 E. Newman Rd.
Joplin, Mo 64801
417.782.4114
newheightschristian.org

To Whom it May Concern,

I am writing this letter of recommendation for Mike Greninger to be considered for the lease of Joe Becker Stadium and Wendell Redden stadium for the next three years. I have had the pleasure to work with Mike, as our school New Heights has leased from him the past several years. Through the time we have leased fields through Mike for baseball and softball he has been great to work with. Mike has communicated well with us, and ensured we would have a field to practice or play on throughout our spring baseball season. Mike is a dedicated community member who wants the best for the patrons of Joplin and the surrounding communities. I would recommend for Mike to have the opportunity to continue his service in the Joplin community through the leasing of the above mentioned facilities.

Thank you,
Phillip Jordan
New Heights Christian Academy
Athletic Director

Joplin Schools Athletic Office

2104 Indiana Ave. | Joplin, MO 64804
p. 417-625-5242 | f. 417-625-5356

April 7, 2026

To Whom It May Concern,

I am pleased to write this letter of recommendation for Mike Greninger, owner of Parkwood Tournaments. I have had the opportunity to work with Mike over the past several years through our partnership at the Joplin Athletic Complex, where Parkwood has hosted both our Fall softball tournament and through multiple summer baseball tournaments at the Joplin High School Baseball Field.

Throughout our working relationship, Mike has been dependable, professional, and easy to collaborate with. He consistently communicates well, follows through on commitments, and works to ensure that events run smoothly for all involved. From scheduling and coordination to game-day operations, Mike has demonstrated a steady and organized approach that makes him a valued partner.

Our experience hosting Parkwood events at our facilities has been positive. Mike and his organization have shown respect for our facilities, staff, and the overall event experience, which is critical when managing large-scale tournaments. His ability to build and maintain strong relationships has contributed to the continued success of these events.

I appreciate the working relationship we have built with Mike and would confidently recommend him and Parkwood Tournaments to any organization seeking a reliable and professional tournament operator.

Please feel free to contact me if you need any additional information.

Sincerely,

Matt Hiatt, CAA
Athletic Director
Joplin Schools

To Whom It May Concern,

I am writing to highly recommend Mike for any opportunity he is pursuing. I have had the privilege of working with Mike during my time at both Neosho and Carl Junction Schools, and I can confidently say he is an outstanding individual to work with.

Mike is easy to collaborate with and is a strong, consistent communicator. He brings a positive presence to any environment and is someone people genuinely enjoy being around. Beyond that, he is dependable and takes great pride in the responsibilities entrusted to him. Whether it is managing facilities or coordinating logistics, Mike ensures that everything is handled with care and professionalism. He is especially respectful of borrowed facilities, always leaving them in excellent condition.

A significant part of Mike's work has been organizing and running baseball and softball tournaments. In that role, he has demonstrated strong organizational skills, attention to detail, and the ability to manage multiple moving parts effectively. I have also worked with him as he has assisted our program in coordinating hotels for visiting teams, where his communication and follow-through have been invaluable.

Mike is well known within the baseball and softball communities for his genuine passion for the sports and his commitment to working with kids. He consistently prioritizes creating positive experiences for athletes and families. Additionally, he is actively working within our community to expand opportunities by pursuing the leasing of new fields to host more tournaments, which speaks to his initiative and long-term vision.

I strongly recommend Mike without hesitation. He would be a valuable asset to any organization.

Please feel free to reach out if you need any additional information.

Catie Cummins
Carl Junction High School Athletic Director
ccummins@cjr1.org

JOPLIN
SPORTS AUTHORITY

April 14, 2026

To Whom It May Concern:

I am writing this letter of reference regarding working with Parkwood Tournaments and, in particular, Mike Greninger during the last few years with the facilities of Joe Becker Stadium, Joplin Athletic Complex Bassman Softball Complex as well as Wendell Reddin Stadium.

Joplin Sports Authority has rented the facilities and coordinated the schedule of rentals with Mike Greninger and Parkwood Tournament for some of our collegiate championship events such as Region XVI Junior College Baseball Tournament (almost annually), The Kansas Collegiate Athletic Conference (KCAC) and this year the Sooner Athletic Conference Championship. Those events have predominately been staffed by JSA and the individual conferences and institutions personnel in conjunction with the coordination of the game times, concessions, practice times and custodial with Mike Greninger and the Parkwood Tournaments.

Mike has been very helpful and responsive to issues that have arisen in several instances with issues such as inclement weather and facility concerns such as custodial and some facility maintenance.

If you have any particular questions, please do not hesitate to contact me at the number below.

Sincerely,

Jared Bruggeman
Executive Director
Joplin Sports Authority
MEd-Educational Leadership
BS-Pre-medicine, BSED-Physics
3301 West First Street
Joplin, Missouri 64801
Office: (417) 625-1006
Cell: (928)606-6222
www.joplinsports.org

City of Joplin
Parks Department
Paul Bloomberg

As previous Mayor of Joplin, I have seen firsthand the positive economic impact that Mike Greninger and his partners have delivered to the city through youth, high school softball and baseball tournaments. Their efforts have not only brought in visitors and revenue but also fostered a sense of community pride and engagement. I believe it would be a wise choice for Mike Greninger to continue working with the city, supporting initiatives that benefit our residents and local businesses.

To Whom It May Concern,

I am writing to express my support for Mike Greninger in connection with his contract with the City of Joplin. During my two-year tenure as President of Joplin Little League, I had the opportunity to work closely with Mike in coordinating field scheduling and, on multiple occasions, making our fields available to support his programming needs. Through these interactions, I came to appreciate his professionalism and commitment to serving the community.

Mike consistently demonstrated a high level of courtesy, organization, and communication in all of our dealings. Whether coordinating complex schedules or working through logistical challenges, he approached every situation with a positive attitude and a solutions-oriented mindset. His outgoing nature and willingness to collaborate made him a valuable partner, and his efforts contributed meaningfully to the success of youth baseball activities in our area.

Based on my experience, I fully support Mike Greninger's continued relationship with the City of Joplin. He has proven himself to be dependable, community-focused, and dedicated to providing quality opportunities for local residents. I am confident he will continue to be an asset in his role, and I respectfully encourage your favorable consideration.

Sincerely,

William P. Lynch

William Lynch

FRONTIER LEAGUE
PROFESSIONAL BASEBALL

Frontier Professional Baseball, Inc.
2009 Baseball Boulevard, Avon, OH 44011-1054
Phone: 812.437.8709 Fax: 708.286.6481
www.frontierleague.com
office@frontierleague.com

April 16, 2026

Paul Bloomberg, Parks Director
City of Joplin
3301 West 1st Street
Joplin, MO 64801

Dear Mr. Bloomberg,

I am writing to express the interest of the Frontier League to place a team in Joe Becker Stadium. We are prepared to issue an expansion membership to an ownership group representing Joplin to begin play as soon as the 2027 season.

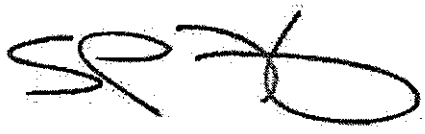
The conversations we are having in Belton, Missouri, along with other communities with whom we are speaking make Joplin a realistic market for the Frontier League. The long-term success of similar markets, most notably Evansville, Indiana, where we have been playing since 1995, leads me to believe that Joplin could be a successful operation for many years.

The Frontier League is classified as a Major League Baseball Professional Partner League. We have official ties to MLB on both the baseball and marketing sides. We are the largest and longest running Partner League, having 18 teams and playing since the 1993 season. I am in my 30th season in the Frontier League, previously serving as general manager for four markets before shifting to the league office in 2009.

The Frontier League supports the efforts of David Schmoll and his partners to bring professional baseball back to Joplin. I have personal experience with David during his time running the River City Rascals. I am confident that David has the knowledge and experience to run an organization of which the Joplin community will be proud.

Please let me know if I can supply any additional information. I am glad to meet with you and any other city representatives, either virtually or in person.

Thank you,



Steve Tahsler, Commissioner
Frontier League

Exhibit B

NOTICE OF REQUEST FOR QUALIFICATIONS ADDENDUM #1

REQUEST FOR QUALIFICATIONS NO: Leasing Joe Becker Stadium, Wendell Redden Stadium, and Gene Bassman Softball Complex No. 2026-RFP-18

DESCRIPTION

The City of Joplin invites qualified firms to submit sealed proposals for a stadium leases for the City of Joplin, Missouri.

RFQ Due Date: 10:00 A.M., CDST, Friday, April 17 th, 2026

Location: Parks Department, 3301 West 1st Street, Joplin, MO 64801

Owner Representative: Paul Bloomberg Email: pbloombe@joplinmo.org

Phone: 417-625-4750

Addendum #1- Removal of (lights) from electricity so it just reads electricity and Gene Bassman Softball Complex utilities will not be included from Scope of Lease.

Exhibit B

- *The City of Joplin is modifying the Leasing Joe Becker Stadium, Wendell Redden Stadium, and Gene Bassman Softball Complex RFQ by removing the light language from electricity since electricity encompasses all power and not just lights, and removing Gene Bassman Softball Complex utilities from Lessee responsibility from the Scope of Lease.*

The undersigned hereby acknowledges receipt of this addendum, which by this reference is hereby incorporated in and becomes a part of the Request for Qualifications for the above referenced project. Please include a signed copy of this addendum with your qualification's submission.

PARKWOOD TOURNAMENTS
Company Name

Signature

MIKE GRENINGER – OWNER
Printed Name, Title

4-16-26

NOTICE OF REQUEST FOR PROPOSAL

REQUEST FOR PROPOSAL NO. 2026-RFP-18

Leasing Joe Becker Stadium, Wendell Redden Stadium, And Gene Bassman Softball Complex

RFP Due Date: 10:00 A.M., Friday, April 17, 2026

Location: City of Joplin
Parks Department
3301 West 1st Street
Joplin, MO 64801

Staff: Greg Bertoncino, Assistant Parks Director, Email gbertonc@joplinmo.org
Paul Bloomberg, Parks Director, Email PBloombe@joplinmo.org

Phone: 417-625-4750 EXT 1506

Proposals will be received by the Parks Department at the specified location until the time and date cited above. Only proposals received by the correct time and date will be recorded.

Proposals must be submitted in an envelope with the Request for Proposals number and the Vendor's name and address clearly indicated on the envelope. All proposals must be completed in ink or typewritten and submitted by the time and date above.

Consultants are strongly encouraged to carefully read the entire Request for Proposals.

03/17/2026
Issue Date

NOTICE TO BIDDERS

The City of Joplin, Missouri will accept sealed bids until ***10:00 a.m., Friday, April 17, 2026,*** at the *Joplin Athletic Complex* located at *3301 West 1st Street*, Joplin, Missouri 64801 to LEASE the following:

Joe Becker Stadium, Wendell Redden Stadium, and Gene Bassman Softball Complex

The City reserves the right to evaluate all bids, to reject any or all bids and re-bid at a later date. The City may waive any irregularities in the bid or negotiate variances from specifications and make awards that are in the best interests of the City. The City will make final decision in all matters regarding acceptance of bids and issuance of awards.

The City encourages minority and female owned businesses to submit bids on all City purchases.

Finance Director
Leslie Haase, CPA, CMA

Publication Date: March 17, 2026

INSTRUCTIONS TO BIDDERS

The City of Joplin, Missouri proposes to LEASE the following:

Joe Becker Stadium, Wendell Redden Stadium, and Gene Bassman Softball Complex

All proposals shall have firm-fixed F.O.B. Joplin, Missouri price and shall be honored for a minimum of ninety (90) days following the bid opening.

All proposals shall be exclusive of Federal, State, and City taxes.

It is the intent of the specifications included with this bid document to generally describe the item(s) desired in sufficient detail as to secure bids on comparable items. All parts not specifically mentioned which are necessary in order for the item(s) to perform as intended shall be included. The strength, quality of workmanship, and material shall be in accordance with the best trade practices.

Specification variances, manufacturer's literature and additional information should be attached to the bid form. All blanks on the attached bid specifications shall be filled in completely and accurately. Any bid not meeting this requirement may be considered non-responsive.

Any protest or grievance must be issued in writing and delivered to the office of the Director of Finance within five (5) working days following the bid opening. Any protest filed after this time period has elapsed will not be considered.

The City encourages selection of products manufactured, assembled and/or produced in the United States, as long as the quality and price are comparable with other items bid.

Businesses which are located within the city limits of Joplin may be given preference in the awarding of a bid, providing the bid from the local business does not exceed the lowest bid by more than 3% or $2,500, whichever is less.

The City may give preference to vendors handling products that contain post-consumer recovered materials, providing the bid does not exceed the lowest bid by more than 5% or $2,500, whichever is less.

Once the bids are reviewed and evaluated, the successful vendor will be notified, in writing, and will receive an authorized City of Joplin purchase order. Verbal acknowledgments will not be considered as official notification and will not obligate the City in any way. Delivery or performance should not be completed without the receipt of an authorized purchase order.

Minimum information to be submitted with each bid shall consist of the following:
1. Verification of Bid Specifications (with variances noted)

MARK BID ENVELOPES: “**Leasing Joe Becker Stadium, Wendell Redden Stadium, and Gene Bassman Softball Complex”** - Proposal #2026-RFP-18, 10:00 A.M., Friday, April 17, 2026”

Questions concerning the specifications and bidding procedures should be directed to Greg Bertoncino, Asst. Director (417)-625-4750 EXT 1506 or Paul Bloomberg, Director 417-625-4750. CITY OF JOPLIN, MISSOURI

CITY OF JOPLIN, MISSOURI

Leasing Joe Becker Stadium, Wendell Redden Stadium, And Gene Bassman Softball Complex

INTRODUCTION

The City of Joplin, Missouri is seeking proposals from qualified entities interested in leasing **Joe Becker Stadium (w/ Clubhouse), Wendell Redden Stadium, and Gene Bassman Softball Complex.** The successful proposer will assume responsibility for specific operational and scheduling functions for all three facilities, while the City retains responsibility for core maintenance and field preparation for each facility.

SCOPE OF LEASE

The selected Lessee shall:

1. **Lease Payment –** Propose an annual lease payment amount to be paid to the City of Joplin.
2. **Subleasing –** Manage and coordinate all scheduling for sub-lessees. Copies of all signed sub-lease agreements will be submitted to the City of Joplin and will include schedules.
3. **Maintenance Responsibilities**
    a. The City of Joplin will provide all building, plumbing, electrical, and landscape maintenance through the City's Parks and Recreation Athletic Maintenance Division.
    b. The City of Joplin will be responsible for all cleaning of buildings, parking lots, grounds, field/turf maintenance, and all irrigation operations and maintenance.
    c. The City of Joplin will provide one staff person during tournament play to keep facility clean from trash. Will work closely with Lessee Site Supervisor during games.
    d. The Lessee will be responsible equipment for games and tournaments such as tables, chairs, water coolers, cups, etc.
    e. Equipment such as pitching screens, portable pitching mounds, portable fencing (softball), etc. are able to be used by Lessee with the responsibility of Lessee for putting up and taking down each item. And making sure all equipment is secure.
4. **Utilities -** All utilities will be the responsibility of Lessee.
5. **Coaching and Supervision –** A qualified coach must be present at all games and practices conducted within the facility.
6. **Gate Fee –** The Lessee may charge a gate fee.
7. **Officiating and Game/Tournament Staff -** It will be the responsibility of Lessee for scheduling and paying of officials and game/tournament staff (admissions, runners, etc.).
8. **Concessions –** The Lessee will manage concession operations, including equipment, supplies, cleaning, and staffing. It will be allowable for Lessee to sublessee concessions, as long as they follow same scope. Equipment issues will be responsibility of Lessee.

9. **Reporting** – The Lessee will be required to present an update annually to city council on operations which include number of games, tournaments, etc.
10. **Scheduling**
    a. All sublease scheduling and coordination of activities will be managed exclusively by the Lessee.
    b. All schedules will be delivered to Parks and Recreation in timely manner determined by the department.
    c. Lessee will be able to schedule Joe Becker Stadium and Wendell Redden Stadium for games, tournaments, and practices Monday through Sunday. Gene Bassman Softball Complex will only be available for scheduled games, tournaments, and practices Friday through Sunday.
11. **Insurance Requirement –** The Lessee shall maintain a minimum of one million dollars ($1,000,000) in comprehensive general liability insurance coverage throughout the duration of the Lease. The City of Joplin shall be named as an additional insured on the policy. Proof of such insurance must be provided to the City prior to execution of the Lease and kept current during the entire lease term. Failure to maintain the required insurance coverage shall constitute a material breach of this Lease and may result in immediate termination.

LEASE TERM & TERMINATION

- **City Use –** The City of Joplin reserves the right to use the stadiums and fields at no charge for City-sponsored events, provided the facility is available at the requested time. The City will be responsible for all cleaning and maintenance associated with the event.
- **Utilities –** All utilities shall be the sole responsibility of the Lessee. City of Joplin will invoice on a monthly basis. Utilities consist of electricity (lights).
- **Lease Term –** The lease will have a three-year term from the effective date of execution with the option of a year renewal each year after evaluation of lease period.
- **Termination –** Either party may terminate the lease with a 90-day prior written notice.
- **Three Strike Clause –** All notices of lease violations shall be provided in writing and signed by both the City representative and the Lessee to acknowledge receipt. Upon receipt of the third written notice for a lease violation, the City reserves the right to terminate this Lease immediately and take possession of the premises.
- **Lessee and Sublessee Disputes –** In the event of any unresolved disputes between the Lessee and Sublessee that require the City's intervention, the City reserves the sole discretion to determine whether to continue or terminate the Lease agreement.

PROPOSAL SUBMISSION REQUIREMENTS

All proposals must include the following:

- Proposed annual lease payment to the City of Joplin.
- Detailed plan for scheduling and subleasing arrangements.
- Plan for staffing and supervision of the facility during practices, games, and tournaments.
- Proposed concession operations plan.
- Proof of funding.

EVALUATION CRITERIA

Proposals will be evaluated and scored on the following:

- Proposed annual lease payment. (35 points)
- Demonstrated ability to manage scheduling of facilities for tournament and league play. (25 points)
- Experience in operating or managing athletic facilities. (20 points)
- Commitment to maintaining a clean, safe, and well-supervised environment for all users. (10 points)
- At minimum three references are required. (10 points)

Bidders are encouraged to distinguish themselves by sharing details as to why they feel they are the best suited to be the Lessee. This can include items such as the history of the entity and principals, league or association memberships, partner relationships, operational details and anticipated City economic benefits as a result of game, tournament, and event activities.

SUBMISSION DEADLINE

All proposals must be submitted to the City of Joplin, 3301 West 1st Street, Joplin, Missouri 64801, no later than 10 a.m., Friday, April 17, 2026. Late submissions will not be considered.

Contact Information

Paul Bloomberg
Director
Joplin Parks and Recreation
3301 West 1st Street
Joplin, MO 64801
417-625-4750, ext. 1506

Greg Bertoncino
Assistant Director
Joplin Parks and Recreation
3301 West 1st Street
Joplin, MO 64801
417-625-4750, ext. 1506

Exhibit B

NOTICE OF REQUEST FOR QUALIFICATIONS ADDENDUM #1

REQUEST FOR QUALIFICATIONS NO: Leasing Joe Becker Stadium, Wendell Redden Stadium, and Gene Bassman Softball Complex No. 2026-RFP-18

DESCRIPTION

The City of Joplin invites qualified firms to submit sealed proposals for a stadium leases for the City of Joplin, Missouri.

RFQ Due Date: 10:00 A.M., CDST, Friday, April 17th, 2026

Location: Parks Department, 3301 West 1st Street, Joplin, MO 64801

Owner Representative: Paul Bloomberg Email: pbloombe@joplinmo.org

Phone: 417-625-4750

Addendum #1- Removal of (lights) from electricity so it just reads electricity and Gene Bassman Softball Complex utilities will not be included from Scope of Lease.

Exhibit B

- *The City of Joplin is modifying the Leasing Joe Becker Stadium, Wendell Redden Stadium, and Gene Bassman Softball Complex RFQ by removing the light language from electricity since electricity encompasses all power and not just lights, and removing Gene Bassman Softball Complex utilities from Lessee responsibility from the Scope of Lease.*

The undersigned hereby acknowledges receipt of this addendum, which by this reference is hereby incorporated in and becomes a part of the Request for Qualifications for the above referenced project. Please include a signed copy of this addendum with your qualification's submission.

_____
Company Name

_____
Signature

_____
Printed Name, Title

COUNCIL BILL NO. 2026-615 ORDINANCE NO.

AN ORDINANCE approving a Lease agreement with Heart of America Tournaments, LLC. the land and improvements commonly known as Joe Becker Baseball Stadium with Clubhouse; and Wendell Redden Stadium, and the Gene Bassman Softball Complex; authorizing the City Manager to execute said Lease Agreement by and on behalf of the City of Joplin.

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

Section 1. That the Lease Agreement by and between the City of Joplin and Heart of America Tournaments, LLC. the land and improvements commonly known as Joe Becker Baseball Stadium with Clubhouse; and Wendell Redden Stadium, and the Gene Bassman Softball Complex, a true and accurate copy of said agreement being attached hereto and incorporated herein by reference as Exhibit "A", be, and the same is hereby approved.

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

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

_____, 2026 by a _____ vote.

_____

ATTEST: Brian "Rob" O'Brian, III, Mayor

_____

Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
Council Bill No. 2026-007 - AN ORDINANCE repealing and replacing the Joplin City Code, Chapter 82 - Offenses and Miscellaneous Provisions, Article III - Offenses Against Public Peace; Division I. - Generally; and specifically, Section 82-74 - Harassment; and establishing a time for such ordinance to become effective.

MEETING DATE
June 1, 2026

ATTACHMENTS
Council Bill No. 2026-007

REVIEWED BY
City Attorney, Peter Edwards; Chief of Police, Richard Pearson; and City Manager, Nicholas Edwards.

SUMMARY
This council bill repeals antiquated ordinance language and replaces the language to comport with the statutory misdemeanor violation of RSMo. 565.091. *Harassment, second degree*.

BACKGROUND
The antiquated language found in 82-74 unnecessarily limits harassment to communications "in writing or by telephone." The statutory language that replaces 82-74 is broad in its scope to encompass any form of harassment, either in person, by phone, or in writing. The statutory language also provides a definition of "emotional distress" as stated in RSMo. 565.002(7).

FUNDING SOURCE
N/A

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

COUNCIL BILL NO. 2026-007 ORDINANCE NO. _____

AN ORDINANCE repealing and replacing the Joplin City Code, Chapter 82 - Offenses and Miscellaneous Provisions, Article III - Offenses Against Public Peace; Division I. - Generally; and specifically, Section 82-74 - Harassment; and establishing a time for such ordinance to become effective.

WHEREAS, the Harassment ordinance was last updated in 1999, by Ordinance No. 99-205; and requires replacement in order to comport with state statute; and

WHEREAS, the City Council finds that updating the Joplin City Code is necessary for the protection of the public health, safety, and welfare of the City of Joplin.

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

Section 1. That Chapter 82 - Offenses and Miscellaneous Provisions, Article III - Offenses Against Public Peace; Division I. - Generally; Section 82-74, *Harassment*, be repealed and replaced as follows:

"Sec. 82-74. - *Harassment.*

1. ~~(a)~~ A person commits the ~~ordinance violation~~ offense of harassment if he or she, ~~for the purpose of frightening or disturbing another person,~~ without good cause, engages in any act with the purpose to cause emotional distress to another person.

~~(1) Communicates in writing or by telephone a threat to commit a crime against the personal or real property of the other person, or assault any person;~~

~~(2) Makes a telephone call or communication in writing and uses coarse language offensive to one of reasonable sensibility;~~

~~(3) Makes a telephone call anonymously; or~~

~~(4) Makes repeated telephone calls.~~

~~(b) Any person who commits the ordinance violation of harassment, upon conviction, may be punished, upon conviction, in accordance with section 1-5.~~

2. The term "emotional distress" means something markedly greater than the level of uneasiness, nervousness, unhappiness, or the like which are commonly experienced in day-to-day living.

3. This section shall not apply to activities of federal, state, county, or municipal law enforcement officers conducting investigations of violations of federal, state, county, or municipal law.

4. Any person having been found guilty of violating this section shall be punished as provided in section 1-5 of this Code of Ordinances."

Section 2. That this Ordinance shall be in full force and effect twenty (20) days and after its passage.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 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