JOPLIN CITY COUNCIL
REGULAR MEETING AGENDA
TUESDAY, SEPTEMBER 2, 2025
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**
4. **Finalization Of Consent Agenda**
5. **Reports And Communications**
   1. News From The Public Information Office
6. **Citizen Requests And Petitions**
   1. Nicole Brown Requested To Speak On Extending An Invitation And Encourage Council Members To Attend The One Joplin Poverty Simulation
7. **Public Hearings**
8. **Consent Agenda**
   1. Approve Minutes Of The August 18, 2025 City Council Meeting

      Documents:

      AUG 18, 2025 MINUTES.PDF

   2. Approve Minutes Of The August 25, 2025 Special City Council Meeting (Closed Session)

      Documents:

      AUGUST 25, 2025 SPECIAL CLOSED SESSION.PDF

3. Approve Minutes Of The August 25, 2025 Special City Council Meeting (Property Tax Levy)

   Documents:

   AUGUST 25, 2025 SPECIAL PROP TAX LEVY.PDF

4. COUNCIL BILL NO. 2025-005

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

   Documents:

   CB2025-005.PDF

9. Resolutions

10. Ordinances - Emergency

1. COUNCIL BILL NO. 2025-103

   AN ORDINANCE approving the City of Joplin to enter into a construction agreement with Wright Construction Services, Inc. in the amount of Three Million Six Hundred Seventy-Six Thousand and 00/100 Dollars ($3,676,000.00) for the Passenger Boarding Bridge (PBB) replacement project for Gates 1 and 2 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; amending the Annual Budget of the City of Joplin for the Fiscal Year 2024-2025 as adopted by Ordinance 2024-151 on October 21, 2024 and containing an emergency clause.

   Documents:

   CB2025-103PBB REPLACEMENT SUMMARY (1).PDF
   CB2025-103 PBB REPLACEMENT ORDINANCE.PDF
   2025-103 PBB BID SUMMARY.PDF
   CB2025-103 JLN PBB CONTRACT BINDER 8 15 2025.PDF

2. COUNCIL BILL NO. 2025-123

   AN ORDINANCE approving the City of Joplin to enter into a construction agreement with Springfield Striping & Sealing in the amount of One Hundred Twenty Thousand Nine Hundred Eighty-Six and 18/100 Dollars ($120,986.18) for the Parking Lot Sealing 2025 project and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

   Documents:

   CB2025-123 2025 PARKING LOT SEALING SUMMARY.PDF
   CB2025-123 2025 PARKING LOT SEALING ORDINANCE.PDF

CB2025-123 2025 PARKING LOT SEALING CONSTRUCTION AGREEMENT.PDF
CB2025-123 2025 PARKING LOT SEALING BID SUMMARY.PDF

3. COUNCIL BILL NO. 2025-132

AN ORDINANCE approving the City of Joplin to enter into an agreement with Crawford, Murphy & Tilly, Inc. (CMT) in the not to exceed amount of Sixty-Five Thousand One Hundred Fifty-Seven and 36/100 Dollars ($65,157.36) for construction management services for the Passenger Boarding Bridge (PBB) replacement project for Gates 1 and 2 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; amending the Annual Budget of the City of Joplin for the Fiscal Year 2024-2025 as adopted by Ordinance 2024-151 on October 21, 2024; and containing an emergency clause.

Documents:

CB2025-132 PBB REPLACEMENT CONST MGMT SUMMARY (2).PDF
CB2025-132 PBB REPLACEMENT CONST MGMT ORDINANCE (2).PDF
CB2025-132 JLN PBB CM SUPP AGMT BINDER 7 15 2025 (2).PDF

4. COUNCIL BILL NO. 2025-531

AN ORDINANCE adopting an updated fire department step pay plan by reference the Fire Salary Administration Plan; establishing the annual salary of certain Classified positions for Fiscal Year 2024-2025; and, containing an emergency clause.

Documents:

CB 2025-531 SUMMARY UPDATED FIRE SALARY ADMINISTRATION PLAN EFFECTIVE AUG 28 2025 MIN WAGE LAW.PDF
CB 2025-531 ORDINANCE ADOPTING FIRE PAY PLAN MINIMUM WAGE LAW.PDF
CB 2025-531 EXHIBIT D SALARY ADMINISTRATION PLAN FOR FIRE CB UNIT EFFECTIVE AUG 28 2025.PDF

5. COUNCIL BILL NO. 2025-617

AN ORDINANCE approving the City of Joplin to enter into an agreement with Affirm Agency US LLP in the amount of One Hundred Twenty-Five Thousand and 00/100 dollars ($125,000.00) approving a contract to complete EPA REO Grant Marketing and Development Services and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

Documents:

ADDENDUM JOPLIN_REO PLAN_FINAL_06.20.25 A1.PDF
AFFIRM JOPLIN MARKETING 2025-RFP-20 COST ESTIMATE REQUEST FOR INFORMATION 081525 B1.PDF
AFFIRM_JOPLIN_RECYCLING_RESPONSE PROPOSAL B.PDF
CONSULTING AGREEMENT AFFIRM - REO MARKETING AND DEVELOPMENT.PDF

DEVELOPMENT.PDF
COUNCIL BILL NO. 2025-617 REO MARKETING AND DEVELOPMENT.PDF
COUNCIL BILL NO. 2025-617 SUMMARY REO MARKETING AND DEVELOPMENT.PDF
JOPLIN MARKETING AND PROMOTIONS RFP 6.6.25 A.PDF
SCORING.PDF

11. Ordinances - First Reading

1. COUNCIL BILL NO. 2025-006
AN ORDINANCE amending Chapter 26, Buildings and Regulations, Article X, Dangerous Buildings, Sec. 26-615. - Duties of building inspector; issuance of notices.

Documents:

SUMMARY_SHEET CB2025-006 AMENDING 26-615.PDF
COUNCIL BILL - 2025-006 BUILDING BOARD AMENDMENT.PDF

2. COUNCIL BILL NO. 2025-616
AN ORDINANCE approving the applications of Visionary Balloonworx, MO-KAN Dragway, Ozark Christian College, Branco Enterprises & Neosho Schools, Historic Murphysburg Preservation, Inc., Joplin Disc Golf Club, JOMO Pride, Inc., Joplin Roadrunners, Missouri Liars, Silver Sage Renaissance Festival, Neosho Arts Council, Newton County Tourism Council, and Joplin Trails Coalition for utilization of FY2026 Festivals and Celebrations support pursuant to Ordinance No. 2000-148, as authorized by the voters on November 7, 2000; authorizing the City Manager to execute appropriate agreements with each such organization for the utilization of such funds.

Documents:

ORDINANCE CB2025-616 CVB FY26 GRANT FUNDING.PDF
SUMMARY CB2025-616 CVB FY26 GRANT FUNDING.PDF

12. Ordinances - Second Reading And Third Reading

1. COUNCIL BILL NO. 2020-539

AN ORDINANCE approving Redevelopment Project 2B of the 32nd Street Place Tax Increment Financing Redevelopment Plan and adopting Tax Increment Financing therein.

Documents:

CB 2020-539 SUMMARY APPROVAL OF REDEVELOPMENT PROJECT 2B.PDF
CB 2020-539 ORDINANCE APPROVING REDEVELOPMENT PROJECT 2B.PDF
CB 2020-539 MAP OF 32ND STREET TIF PROJECT AREAS.PDF

13. Unfinished Business

14. New Business

1. Declare Excess Surplus Property For The Annual City Of Joplin Auction On September 13, 2025.

   Documents:

   UPDATED 2025 AUCTION LIST FOR COUNCIL .PDF

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; And The Hiring, Firing, Disciplining, Or Promotion Of An Employee Or Particular Employees Of A Governmental Body Involving Personal Information More Specifically For The Purpose Of Evaluating Certain Council Employees; As Set Forth In Section 610.021(1) (3) RSMo, As Amended, 2020. This Meeting, Record, And Vote To Be Closed To The Extent Provided By Law. The City Council Shall Adjourn At The End Of The Session.

Notice posted at 12 p.m. on this the 27th day of August, 2025. (RSMo 610.020)

JOPLIN CITY COUNCIL
AUGUST 18, 2025
MEETING MINUTES

CALL TO ORDER

The August 18, 2025, regular meeting of the Joplin City Council was called to order at 6:00 p.m. by Mayor Cortez.

INVOCATION was read by City Clerk, Holly Nagy

PLEDGE OF ALLEGIANCE TO THE UNITED STATES OF AMERICA was led by the Joplin Area Agency of Aging.

ROLL CALL

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

Absent: Mark Farnham

Motion by Mr. DeTar, second by Mr. Lawson to excuse the absence of Dr. Farnham. Voting in favor were Council Members: Bard, Carlin, Copple, Cortez, DeTar, Jackson, Lawson and Shaw, 8. Absent: Farnham, 1.

PRESENTATIONS

FINALIZATION OF CONSENT AGENDA

REPORTS AND COMMUNICATIONS

News from the Public Information Office

Lynn Onstot, Public Information Officer, presented.

CITIZEN REQUESTS AND PETITIONS

Maurice Filson addressed the Council regarding speeding in his neighborhood.

PUBLIC HEARINGS

FY 2026 Proposed Budget

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

Nick Edwards and Leslie Haase presented.

CONSENT AGENDA

Motion by Mr. DeTar, second by Mr. Lawson to approve the consent agenda. Voting in favor were Council Members: Bard, Carlin, Copple, Cortez, DeTar, Jackson, Lawson and Shaw, 8. Absent: Farnham, 1

Minutes of the August 4, 2025 City Council Meeting

COUNCIL BILL NO. 2025-133 - AN ORDINANCE authorizing the City of Joplin to enter into a consulting agreement and work authorization with Horner & Shifrin, Inc. in the amount of Fifty-Three Thousand Three Hundred and 00/100 dollars ($53,300.00) for review of the Prospect Village Development's Stormwater and Floodplain design and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin. **Ordinance No. 2025 -099**

COUNCIL BILL NO. 2025-134 - AN ORDINANCE authorizing the acceptance of a Missouri Highways and Transportation Commission Public Transit Operating Assistance Grant Agreement for state funds to be used for operating assistance for the Metro Area Public Transit System (MAPS); 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. 2025 -100.**

COUNCIL BILL NO. 2025-274 - AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District M-2 (Heavy Industrial) and include in District R-3 (Multi-Family Residential) property as described below and generally known as 912 S Sergeant Ave, Joplin, Jasper County, Missouri. **Ordinance No. 2025 -101.**

COUNCIL BILL NO. 2025-275 - AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District R-1 (Single-Family Residential) and include in District R-2 (Two-Family Residential) property as described below and generally known as 1001 S McKinley Ave, Joplin, Jasper County, Missouri. **Ordinance No. 2025 -102.**

COUNCIL BILL NO. 2025-451 - AN ORDINANCE approving a Program Services Contract by and between the State of Missouri, Department of Health and Senior Services, and the City of Joplin, Missouri, for a term commencing October 1, 2025 and running through September 30, 2026, for the amount of up to Seven Hundred Forty-Nine Thousand, Two Hundred Ninety Four Dollars and no Cents ($749,294.00), to enable the Health Department to provide nutritional assistance and education to residents of Jasper County, authorizing the City Manager to execute the same by and on behalf of the City of Joplin, Missouri. **Ordinance No. 2025 -103.**

RESOLUTIONS

ORIDNANCES – EMERGENCY

COUNCIL BILL NO. 2025-452

Mr. Lawson introduced Council Bill No. 2025-452- AN ORDINANCE authorizing a Program Services Contract, by and between the State of Missouri, Department of Health and Senior Services, and the City of Joplin, Missouri, for the City of Joplin Health Department to receive compensation, for Twenty Thousand, One Hundred Ninety Two Dollars, no cents, ($20,192.00); and, authorizing the City Manager to execute the same by and on behalf of the City of Joplin, Missouri; and, containing an emergency clause. Motion by Mr. Lawson, second by Mr. Bard, that Council Bill 2025-452 be passed on an emergency basis. Voting in favor were Council Members: Bard, Carlin, Copple, Cortez, DeTar, Jackson, Lawson and Shaw, 8. Absent: Farnham, 1. **Ordinance No. 2025-104.**

ORDINANCES – FIRST READING

COUNCIL BILL NO. 2025-005

Mr. Jackson introduced Council Bill No. 2025-005 - AN ORDINANCE re-adopting Chapter 2, Administration, of the Joplin City Code, Section 2-107, "Financial interest disclosure", requiring certain officials and employees of the City of Joplin to file Financial Interest Disclosure Statements as described herein. Motion by Mr. Jackson, second by Mr. Bard, that Council Bill 2025-005 be passed on the first reading and advance to second and third. Voting in favor were Council Members: Bard, Carlin, Copple, Cortez, DeTar, Jackson, Lawson and Shaw, 8. Absent: Farnham, 1. The Bill was read as Council Bill No. 2025-005.

SECOND AND THIRD READING

COUNCIL BILL NO. 2022-525

Mr. DeTar introduced Council Bill No. 2022-525 - AN ORDINANCE approving Redevelopment Project 4 of the 32nd Street Place Tax Increment Financing Redevelopment Plan and adopting Tax Increment Financing therein. Motion by Mr. DeTar, second by Mr. Lawson, that Council Bill No. 2022-525 be removed from the table. Voting in favor were Council Members: Bard, Carlin, Copple, Cortez, DeTar, Jackson, Lawson and Shaw, 8. Absent: Farnham, 1. Motion by Mr. DeTar, second by Ms. Carlin for Council Bill No. 2022-525 to move to Second Reading, advance to Third Reading and pass. Voting in favor were Council Members: Bard, Carlin, Copple, Cortez, DeTar, Jackson, Lawson and Shaw, 8. Absent: Farnham, 1. **Ordinance No. 2025-105.**

UNFINISHED BUSINESS

NEW BUSINESS

Declare Excess Surplus Property for The Annual City of Joplin Auction on September 13, 2025. Motion by Mr. Jackson, second by Mr. Bard, to declare excess surplus property. Voting in favor were Council Members: Bard, Carlin, Copple, Cortez, DeTar, Jackson, Lawson and Shaw, 8. Absent: Farnham, 1.

Vote to go into closed session, which shall pertain to the hiring, firing, disciplining, or promotion of an employee or particular employees of a governmental body involving personal information as set forth in Section 610.021(3) RSMo, as amended, 2020, more specifically for the purpose of evaluating certain Council employees. This meeting, record, and vote to be closed to the extent provided by law. The City Council shall adjourn at the end of the session. Motion by Mr. DeTar, second by Mr. Bard, to convene into closed session. Voting in favor were Council Members: Bard, Carlin, Copple, Cortez, DeTar, Jackson, Lawson and Shaw, 8. Absent: Farnham, 1.

The meeting was adjourned at 7:19 p.m.

Respectfully,

Holly Nagy
City Clerk

JOPLIN CITY COUNCIL
AUGUST 25, 2025
SPECIAL MEETING MINUTES
CLOSED SESSION

CALL TO ORDER

The August 25, 2025, special meeting of the Joplin City Council was called to order at 5:00 p.m. by Mayor Keenan Cortez.

READING OF SPECIAL CALLED

Holly Nagy, City Clerk read the Special Called.

ROLL CALL

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

Absent: Doris Carlin, Ryan Jackson

Motion by Mr. DeTar, second by Mr. Copple to excuse the absence of Ms. Carlin and Mr. Jackson. Voting in favor were Council Members: Bard, Copple, Cortez, DeTar, Farnham, Lawson and Shaw, 7. Absent: Carlin, Jackson, 2.

NEW BUSINESS

Vote to go into closed session, which shall pertain to leasing, purchasing or sale of real estate by a public governmental body where public knowledge of the transaction might adversely affect the legal consideration therefore and confidential or privileged communications between a public governmental body and its auditor, including all auditor work product; however, all final audit reports issued by the auditor are to be considered open records pursuant to this chapter; as set forth in Section 610.021 (2)(18) RSMo, as amended, 2020. This meeting, record, and vote to be closed to the extent provided by law. The City Council shall adjourn at the end of the session. Motion by Mr. DeTar, second by Dr. Farnham to convene into closed session. Voting in favor were Council Members: Bard, Copple, Cortez, DeTar, Farnham, Lawson and Shaw, 7. Absent: Carlin, Jackson, 2.

Mr. Jackson entered the meeting right before voting was finalized at 5:01 PM.

The meeting was adjourned at 5:02 p.m.

Respectfully,

Holly Nagy
City Clerk

JOPLIN CITY COUNCIL
AUGUST 25, 2025
SPECIAL MEETING MINUTES
PROPERTY TAX LEVY

CALL TO ORDER

The August 25, 2025, special meeting of the Joplin City Council was called to order at 6:00 p.m. by Mayor Keenan Cortez.

READING OF SPECIAL CALLED

Holly Nagy, City Clerk read the Special Called.

ROLL CALL

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

Absent: Doris Carlin

Motion by Mr. DeTar, second by Mr. Jackson to excuse the absence of Ms. Carlin. Voting in favor were Council Members: Bard, Copple, Cortez, DeTar, Farnham, Jackson, Lawson and Shaw, 8. Absent: Carlin, 1.

PUBLIC HEARINGS

Public Hearing Procedures were read by City Clerk Holly Nagy

PUBLIC HEARING ON THE 2025-2026 Property Tax Rate
Mayor Cortez opened the Public Hearing
No one spoke in favor of this item.
No one spoke in opposition of this item.
The Public Hearing was closed.

ORDINANCES – EMERGENCY

COUNCIL BILL NO. 2025-530

Mr. Bard introduced Council Bill No, 2025-530 - AN ORDINANCE levying taxes in the City of Joplin, Missouri for the year 2025 in the amount of Seventeen and One Hundredths Cents ($0.1710) on One Hundred Dollars of valuation of all real property in said City, and levying taxes in the Joplin Public Library District for the year 2025 in the amount of Twenty-Three and Eighty-Two Hundredths Cents ($0.2382) on One Hundred Dollars of valuation of all real property in said District; and, containing an emergency clause. Motion by Mr. Bard, second by Mr. DeTar, that Council Bill No. 2025-530 be passed on an emergency basis. Voting in favor were Voting in favor were Council Members: Bard, Copple, Cortez, DeTar, Farnham, Jackson, Lawson and Shaw, 8. Absent: Carlin, 1. The Council Bill was declared adopted and entitled **Ordinance No. 2025-106.**

The meeting was adjourned at 6:07 p.m.

Respectfully,

Holly Nagy
City Clerk

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill No. 2025-005 – (Re-adoption of Code of Ethics Ordinance)

MEETING DATE
August 18, 2025

REVIEWED BY:
Peter Edwards, City Attorney; Leslie Haase, Finance Director; Holly Nagy, City Clerk; Nick Edwards, City Manager.

SUMMARY:

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

BACKGROUND:

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

A certified copy of this Council Bill will be forwarded to the Missouri Ethics Commission prior to September 15, 2025.

RECOMMENDATION:

Staff recommends this Council Bill be placed on First Reading.

ATTACHMENTS:
Council Bill No. 2025-005

PCE:vew

COUNCIL BILL NO. 2025-005 ORDINANCE NO.

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

WHEREAS, Missouri Statute Section 105.483, RSMo. (2023), requires certain financial interest disclosures by certain officials and employees of the City of Joplin; and

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

WHEREAS, pursuant to the provisions of Section 105.485.4, RSMo. (2023), the Council desires to establish its own method of disclosing potential conflicts of interest and substantial interests of its officials and certain employees, thus excluding itself from the provisions of Section 105.485.2, RSMo (2023); and

WHEREAS, on the 19th day of August, 2024, the Council of the City of Joplin, Missouri, re-enacted and adopted Section 2-107, "Financial interest disclosure", requiring certain officials and employees of the City of Joplin to file Financial Interest Disclosure Statements as described therein; and,

WHEREAS, the Missouri Ethics Commission requires each affected municipality to re-adopt the Financial Interest Disclosure Ordinance by September 15, 2025.

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

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

"Section 2-107. Financial interest disclosure.

(a) Conflicts of interest.

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

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

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

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

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

(b) Disclosure reports.

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

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

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

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

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

b. The name and address of each sole proprietorship that he owned; the name, address

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

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

(c) Filing of reports.

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

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

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

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

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2025, by a vote of _____.

_____
Keenan T. Cortez, Sr., Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2025-103 – authorizing an agreement by and between the City of Joplin and Wright Construction Services, Inc. for the Passenger Boarding Bridge (PBB) replacement project for Gates 1 and 2 at the Joplin Regional Airport and amending the budget.

MEETING DATE
September 2, 2025

ORIGINATING DEPT
Public Works - Airport

ATTACHMENTS
Council Bill 2025-103; Contract 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 approves an agreement by and between the City of Joplin and Wright Construction Services, Inc. in the amount of Three Million Six Hundred Seventy-Six Thousand and 00/100 Dollars ($3,676,000.00) for the Passenger Boarding Bridge (PBB) replacement project for Gates 1 and 2 at the Joplin Regional Airport.

BACKGROUND
The existing Passenger Boarding Bridges (PBBs) were relocated from the Springfield-Branson National Airport (SGF) and installed at JLN in 2009. The PBBs are over 30 years of age and have far exceeded their useful life. They are unreliable, require high maintenance and repair costs, and have outdated and inefficient features. The replacement PBBs will be state-of-the-art bridges that meet accessibility standards, improve operational efficiency, are more environmentally friendly by providing preconditioned air (PCA) and will provide new, more efficient and reliable ground power units (GPUs).

Replacing the PBBs at JLN will allow the airport the ability to continue to avoid ground loading of aircraft, which is more time consuming, less accessible for people with disabilities, and exposes passengers to weather elements.

This project involves procurement and installation of two new passenger boarding bridges (PBB) at the Joplin Regional Airport, Joplin, MO. The awarded contractor will furnish the boarding bridge components and assemble the units on site. The project scope of work includes interfacing & attaching the new boarding bridges to the airport terminal building exterior wall.

Total costs for this project amount to $3,676,000.00. This cost will be covered 95/5 federal to local

share with four grants. This results in the federal share of $3,492,200.00 and a local share of $183,800.00.

FUNDING SOURCE

FAA IIJA Airport Terminal Funding Grant No. 3-29-0037-060 (Gate 2 PBB), IIJA AIG Funding Grant No. 3-29-0037-061 (Gate 1 PBB), AIP Program Entitlement Fund Grant No. 3-29-0037-62 (Gate 1 PBB), IIJA AIG Funding Grant No. 3-29-0037-063 (Gate 2 PBB) and containing a Budget Amendment.

RECOMMENDATION

Staff recommends approval of Council Bill 2025-103, agreement with Wright Construction Services, Inc. for the Passenger Boarding Bridge (PBB) replacement project for Gates 1 and 2 at the Joplin Regional Airport in the amount of Three Million Six Hundred Seventy-Six Thousand and 00/100 Dollars ($3,676,000.00) on an emergency basis, in that said ordinance provides for public improvements and is considered to be an emergency per section 2.12(6) of the HOME RULE CHARTER of the City of Joplin, Missouri, and as such, this ordinance shall become effective immediately upon its passage. Furthermore, approval of this council bill will allow the project to meet Federal Grant deadlines and is therefore an emergency.

COUNCIL BILL NO. 2025-103 ORDINANCE NO.

AN ORDINANCE approving the City of Joplin to enter into a construction agreement with Wright Construction Services, Inc. in the amount of Three Million Six Hundred Seventy-Six Thousand and 00/100 Dollars ($3,676,000.00) for the Passenger Boarding Bridge (PBB) replacement project for Gates 1 and 2 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; amending the Annual Budget of the City of Joplin for the Fiscal Year 2024-2025 as adopted by Ordinance 2024-151 on October 21, 2024; and containing an emergency clause.

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

Section 1. That the agreement by and between the City of Joplin and Wright Construction Services, Inc. for construction services in the amount of Three Million Six Hundred Seventy-Six Thousand and 00/100 Dollars ($3,676,000.00); a true and accurate copy of said agreement being attached hereto and incorporated herein, be, and the same, is hereby approved.

Section 2. That the City Manager 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 Wright Construction Services, Inc.

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 Airport Fund of FY 2025 and is being partially funded through the FAA ATP, AIP, and AIG Grants.

Section 4. That fiscal year 2024-2025 budgeted appropriations as adopted by Ordinance 2024-151 be amended by increasing revenue by the total amount of Three Million Four Hundred Ninety-Two Thousand Two Hundred Dollars and No Cents ($3,492,200.00); and by increasing appropriations by the total amount of Three Million Six Hundred Seventy-Six Thousand Dollars and No Cents ($3,676,000.00).

Section 5. That the Director of Finance is hereby directed to make all necessary entries on the City records to show the increase in appropriations.

Section 6. That the City hereby declares that this Ordinance dealing with a public improvement is an emergency within meaning of Section 2.12(6) of the HOME RULE CHARTER of the City of Joplin, Missouri, and as such, this Ordinance shall become effective immediately upon its passage. Specifically, this council bill needs to be approved to ensure the agreement can be fully executed within the required FAA Grant timelines.

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

_____, 2025 by a _____ vote.

_____
Keenan T. Cortez, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

Bid Tabulation

PROJECT: Passenger Boarding Bridge Replacement

DATE OF BID OPENING: 9 July 2025 11:30am

Contractor	Base Bid	Alternate 1	Alternate 2	Total
Wright Construction Services	$1,898,000.00	$1,778,000.00		$3,676,000.00

FORM OF
CONTRACT AGREEMENT

City OF Joplin, MO

AIP Project No. **3-29-0037-061**

THIS AGREEMENT, made as of this _____ day of _____, 20_____, 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:	**Wright Construction Services, Inc.**
	Address:	**11 Lami Industrial Drive**
	City/State/Zip Code:	**St. Peters, Missouri 63304**

WITNESSETH:

WHEREAS it is the intent of the Owner to make improvements at **Joplin Regional Airport** generally described as follows consisting of the Base Bid and Alternate Bid Item No. 1.

AIP PROJECT NO. 3-29-0037-061-2025

Base Bid:	**Replace Gate 1 passenger boarding bridge & Remove gates 1 & 2 passenger boarding bridges**
Alternate Bid Item No. 1:	**Replace Gate 2 passenger boarding bridge**

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:

Awarding Both the Base Bid & Alternate Bid Item No. 1

Amount in Words:	**Three Million Six Hundred Seventy-Six Thousand & no cents**
Amount in Numerals:	**$3,676,000.00**

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 issued Notice-to-Proceed. The CONTRACTOR further agrees to complete said work within **three hundred and forty (340) consecutive 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 accepts and expressly agrees to pay the OWNER as liquidated damages according to the following:

a. For each calendar day the project remains incomplete beyond the contract time of performance, the Contractor will pay the non-penal amount of **one thousand dollars ($1,000.00)** per each calendar day as liquidated damage to the OWNER.

b. For each calendar day that Phase 1 or Phase 2 as shown on the construction activity plan drawings (CAP-101 through CAP-108) remains incomplete beyond the contract time of performance, the Contractor will pay the non-penal amount of **one thousand dollars ($1,000.00)** per each calendar day as liquidated damage to the OWNER.

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 Forms as part of the bid proposal package the CONTRACTOR submitted to the OWNER 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, including this contract, 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.
One Memorial Drive
Gateway Tower, Suite 500
St. Louis, 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	**CONTRACTOR**
Name: _____	Name: _____
Address: _____	Address: _____
_____	_____
By: _____	By: _____
Signature	*Signature*
_____	_____
Title of Representative	*Title of Representative*
ATTEST:	ATTEST
By: _____	By: _____
Signature	*Signature*
_____	_____
Title	*Title*

BID PROPOSAL FORMS

THIRTY PAGES - PLUS ANY ADDENDA ACKNOWLEDGEMENT RECEIPT FORMS ADDED BY BIDDER

RETURN WITH BID

AIP PROJECT NO. 3-29-0037-061-2025

BASE BID: REPLACE GATE 1 PASSENGER BOARDING BRIDGE & REMOVE GATES 1 & 2 PASSENGER BOARDING BRIDGES

ALTERNATE BID ITEM NO. 1: REPLACE GATE 2 PASSENGER BOARDING BRIDGE

ISSUED FOR BID

JUNE 1, 2025

Prepared for

JOPLIN REGIONAL AIRPORT – CITY OF JOPLIN, MO

BID PROPOSAL FORM

City of Joplin, MO

Project No. AIP – 3-29-0037-061

TO: The City of Joplin, Missouri

The undersigned, in compliance with the request for bids for construction of the following Project:

AIP PROJECT NO. 3-29-0037-061-2025

BASE BID: REPLACE GATE 1 PASSENGER BOARDING BRIDGE & REMOVE GATES 1 & 2 PASSENGER BOARDING BRIDGES

ALTERNATE BID ITEM NO. 1: REPLACE GATE 2 PASSENGER BOARDING BRIDGE

hereby proposes to furnish all labor, permits, material, machinery, tools, supplies and equipment to faithfully perform all work required for construction of the Project in accordance with the project manual, project drawings and issued Addenda within the specified time of performance for the following prices:

RETURN WITH BID

BASE BID 1:

REPLACE GATE 1 PBB INCLUDING PCA & GPU and REMOVE EXISTING GATES 1 & 2 PBB

BASE BID: REPLACE GATE 1 PASSENGER BOARDING BRIDGE & REMOVE GATES 1 & 2 PBB							
BID ITEM	FAA SPEC.	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		EXTENSION	
				DOLLARS	CTS	DOLLARS	CTS
1	SP-1-10.1	Install New PBB at Gate 1 Including PCA and GPU	1 EA	1,853,000	0.00	1,853,000	0.00
2	SP-1-10.2	Remove Existing PBB at Gate 1	1 EA	18,000	0.00	18,000	0.00
3	SP-1-10-3	Remove PBB at Gate 2 Including Wall and Door Restoration.	1 EA	18,000	0.00	18,000	0.00
3	P-620-5.1	Remove Existing Paint	800 SF	3.75	0.00	3,000	0.00
4	P-620-5.2	New Waterborne Paint	800 SF	7.50	0.00	6,000	0.00

RETURN WITH BID

BASE BID: REPLACE GATE 1 PASSENGER BOARDING BRIDGE & REMOVE GATES 1 & 2 PBB:

(Numerals) $ 1,898,000

REPLACE GATE 1 PASSENGER BOARDING BRIDGE& REMOVE GATES 1 & 2 PBB (Words):

$ One Million Eight Hundred ninty eight thousand

ALTERNATE BID ITEM NO. 1: REPLACE GATE 2 PBB INCLUDING

ALTERNATE BID ITEM NO. 1: REPLACE GATE 2 PBB							
BID ITEM	FAA SPEC.	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		EXTENSION	
				DOLLARS	CTS	DOLLARS	CTS
	SP-1-10.4	Install New PBB at Gate 2 including PCA and GPU Units	1 EA	1,770,000		1,770,000	
3	P-620-5.1	Remove Existing Paint	800 SF	3.75		3,000	
4	P-620-5.2	New Waterborne Paint	800 SF	6.25		6,000	
TOTAL							

RETURN WITH BID

ALTERNATE BID ITEM NO. 1: REPLACE GATE 2 PBB

(In Numerals) $ 1,778,000

ALTERNATE BID ITEM NO. 1: REPLACE GATE 2 PBB **(In Words)**

$ One Million Seven Hundred Seventy eight Thousand

TOTAL OF BASE BID PLUS ALTERNATE BID ITEM NO 1.

BASE BID + ALTERNATE BID ITEM NO. 1:(Numerals) $ 3,676,000

BASE BID + ALTERNATE BID ITEM NO. 1: (Words) $ Three Million Six hundred Seventy Six Thousand

ACKNOWLEDGEMENTS BY BIDDER

a. By submittal of a proposal, the BIDDER acknowledges and accepts that the quantities established by the OWNER are an approximate estimate of the quantities required to fully complete the Project and that the estimated quantities are principally intended to serve as a basis for evaluation of bids. The BIDDER further acknowledges and accepts that payment under this contract will be made only for actual quantities and that quantities will vary in accordance with the General Provisions subsection entitled "Alteration of Work and Quantities".

b. The BIDDER acknowledges and accepts that the Bid Documents are comprised of the documents identified within the General Provisions. The BIDDER further acknowledges that each of the individual documents that comprise the Bid Documents are complementary to one another and together establishes the complete terms, conditions and obligations of the successful BIDDER.

c. As evidence of good faith in submitting this proposal, the undersigned encloses a bid guaranty in the form of a certified check or bid bond in the amount equivalent to 5% of the total bid amount including any alternate bid items. The BIDDER acknowledges and accepts that refusal or failure to accept award and execute a contract within the terms and conditions established herein will result in forfeiture of the bid guaranty to the owner as a liquidated damage.

d. The BIDDER acknowledges and accepts the OWNER'S right to reject any or all bids.

e. The BIDDER acknowledges and accepts the OWNER'S right to hold all Proposals for purposes of review and evaluation and not issue a notice-of-award for a period not to exceed **one hundred twenty (120)** calendar days from the stated date of the bid opening.

f. The undersigned agrees that upon written notice of award of contract, he or she will execute the contract within thirty (30) days of the notice-of-award, and furthermore, and provide executed payment and performance bonds within fifteen (15) days from the date of contract execution. The undersigned accepts that failure to execute the contract and provide the required bonds within the stated timeframe shall result in forfeiture of the bid guaranty to the owner as a liquidated damage.

g. Time of Performance: By submittal of this proposal, the undersigned acknowledges and agrees to commence work within ten (10) calendar days of the date specified in the written "Notice-to-Proceed" as issued by the OWNER. The undersigned further agrees to complete the Project within **three hundred (300) consecutive calendar days. If Alternate Bid Item No. 1 is awarded up to forty (40) consecutive calendar days will be added to the contract time.** Procurement and work may not begin until the owner issues a formal Notice to Proceed letter.

The owner will consider extending the contract time duration if the bidder can demonstrate during the period between the time bids are received to the award of the contract, the requested extra time is attributed to material procurement lead times including a statement from the manufacturer with reason and expected date of material delivery to the site in full working condition.

h. The undersigned acknowledges and accepts that for each Calendar Day the project remains incomplete beyond the contract time of performance, the Contractor shall pay the non-penal amount of **one thousand $1,000.00** dollars per Calendar day as a liquidated damage to the OWNER.

The undersigned acknowledges and accepts that for each and every Calendar Day each work phase remains incomplete beyond the contract time of performance, the Contractor shall pay the non-penal amount of **one thousand $1,000.00** dollars per Calendar day as a liquidated damage to the OWNER.

RETURN WITH BID

i. The undersigned prime contractor, if not a MoDOT certified DBE, hereby assures that they will subcontract at least **zero (0.0%) percent** of the dollar value of the prime contract to DBE firms or make good faith efforts to meet the DBE contract goal. In addition, the prime contractor will include the DBE clauses (see Supplementary Provision No. 6 of the Federal and State Provisions) required by the DBE Program adopted by MoDOT and the Sponsor in all contracts and subcontracts relating to this project. The undersigned will complete the DBE Participation information included herein when a DBE goal has been established, including a demonstration of good faith efforts if the DBE goal is not met. If the undersigned prime contractor is a MoDOT certified DBE firm, then **the prime contractor must perform at least thirty percent (30%) of the total contract value work with its own forces**, and will receive DBE credit for all work which the prime contractor and any other MoDOT certified DBE firm performs directly.

j. The BIDDER, by submission of a proposal, acknowledges that award of this contract is subject to the provisions of the Davis-Bacon Act and the Missouri Prevailing Wage Law. The BIDDER accepts the requirement to pay prevailing wages for each classification and type of worker as established in the attached wage rate determinations as issued by the United States Department of Labor and the Missouri Division of Labor Standards. The BIDDER further acknowledges and accepts their requirement to incorporate the provision to pay the established prevailing wages in every subcontract agreement entered into by the Bidder under this project. The highest rate between the two (Federal and State) for each job classification shall be considered the prevailing wage.

k. Compliance Reports (41 CFR Part 60-1.7): Within 30 days after award of this contract, the Contractor/Subcontractor shall file a compliance report (Standard Form 100) if s/he has not submitted a complete compliance report within 12 months preceding the date of award. This report is required if the Contractor/Subcontractor meets all of the following conditions:

1. Contractors/Subcontractors are not exempt based on 41 CFR 60-1,5.
2. Has 50 or more employees.
3. Is a prime contractor or first tier subcontractor.
4. There is a contract, subcontract, or purchase order amounting to $50,000 or more

l. The undersigned acknowledges receipt of the following addenda:

Addendum No. 1, dated 06/24/2025 Date Received 06/24/2025

Addendum No. _____, dated _____ Date Received _____

Addendum No. _____, dated _____ Date Received _____

Addendum No. _____, dated _____ Date Received _____

Addendum No. _____, dated _____ Date Received _____

RETURN WITH BID

REPRESENTATIONS BY BIDDER

By submittal of a proposal (bid), the BIDDER represents the following:

a. The BIDDER has read and thoroughly examined the bid documents including all authorized addenda.

b. The BIDDER has a complete understanding of the terms and conditions required for the satisfactory performance of project work.

c. The BIDDER has fully informed themselves of the project site, the project site conditions and the surrounding area.

d. The BIDDER has familiarized themselves of the requirements of working on an operating airport and understands the conditions that may in any manner affect cost, progress or performance of the work

e. The BIDDER has correlated their observations with that of the project documents.

f. The BIDDER has found no errors, conflicts, ambiguities or omissions in the project documents, except as previously submitted in writing to the owner that would affect cost, progress or performance of the work.

g. The BIDDER is familiar with all applicable Federal, State and local laws, rules and regulations pertaining to execution of the contract and the project work.

h. The BIDDER has complied with all requirements of these instructions and the associated project documents.

CERTIFICATION BY BIDDER

a. The undersigned hereby declares and certifies that the only parties interested in this proposal are named herein and that this proposal is made without collusion with any other person, firm or corporation.

b. Affirmative Action

c. Buy America Certification. The bidder must certify they will comply with the Buy American requirements and promulgated by the code of federal regulation and will submit the included Buy American forms and submit with the bid package. The forms must be completed.

d. Certification of Non-Segregated Facilities

e. Davis-Bacon

f. DBE. The bidder must certify they will comply with the DBE requirements and promulgated by the code of federal regulation and will submit the included DBE forms and submit with the bid package. The forms must be completed.

g. Trade Restriction Certification

h. Certification of Offeror/Bidder Regarding Debarment and Suspension

i. Certification Regarding Lobbying

j. Certification on Recovered Materials

k. **Compliance with the Work Authorization Law (as required by Section 285.530, Revised Statues of Missouri)**

RETURN WITH BID

For all contracts which include state or local funds in excess of $5,000, the Bidder, by submission of an offer and by signing the Worker Eligibility Verification Affidavit for All Contract Agreements in Excess of $5,000, certifies that it:

1. does not knowingly employ any person who is an unauthorized alien in connection with the contracted services;
2. has enrolled and actively participates in a federal work authorization program;

A general contractor or subcontractor of any tier shall not be liable under sections 285.525 to 285.550 when such general contractor or subcontractor contracts with its direct subcontractor who violates subsection 1 of this section, if the contract binding the contractor and subcontractor affirmatively states that the direct subcontractor is not knowingly in violation of subsection 1 of this section and shall not henceforth be in such violation and the contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.

RETURN WITH BID

WORKER ELIGIBILITY VERIFICATION AFFIDAVIT FOR ALL CONTRACT AGREEMENTS IN EXCESS OF $5,000

(for joint ventures, a separate affidavit is required for each business entity)

STATE OF Missouri)

) ss

COUNTY OF St. Charles)

On this 9 day of July, 20 25, before me appeared Nathan Bibb, personally known to me or proved to me on the basis of satisfactory evidence to be a person whose name is subscribed to this affidavit, who being by me duly sworn, deposed as follows:

My name is Nathan Bibb, and I am of sound mind, capable of making this affidavit, and personally certify the facts herein stated, as required by Section 285.530, RSMo, to enter into any contract agreement with the state or any of its political subdivisions to perform any job, task, employment, labor, personal services, or any other activity for which compensation is provided, expected, or due, including but not limited to all activities conducted by business entities:

I am the Vice-President (title) of Wright Construction Services, Inc. (business name), and I am duly authorized, directed, and/or empowered to act officially and properly on behalf of this business entity.

I hereby affirm and warrant that the aforementioned business entity is enrolled in a federal work authorization program operated by the United States Department of Homeland Security, and the aforementioned business entity shall participate in said program to verify information (employment eligibility) of newly hired employees working in connection to work under the within contract agreement. I have attached documentation to this affidavit to evidence enrollment/participation by the aforementioned business entity in a federal work authorization program, as required by Section 285.530, RSMo.

In addition, I hereby affirm and warrant that the aforementioned business entity does not and shall not knowingly employ, in connection to work under the within contract agreement, any alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. § 1324a(h)(3).

I am aware and recognize that, unless certain contract and affidavit conditions are satisfied pursuant to Section 285.530, RSMo, the aforementioned business entity may be held liable under Sections 285.525 through 285.550, RSMo, for subcontractors that knowingly employ or continue to employ any unauthorized alien to work within the state of Missouri.

RETURN WITH BID

I acknowledge that I am signing this affidavit as a free act and deed of the aforementioned business entity and not under duress.

(Affiant Signature)

Subscribed and sworn to before me this 9 day of July, 2025.

NICOLETTE FEHLINGS
Notary Public - Notary Seal
STATE OF MISSOURI
Franklin County
My Commission Expires: Nov. 08, 2026
Commission #22280248

(Notary Public)

My commission expires: NOV. 08, 2026

[Documentation of enrollment/participation in a federal work authorization program is attached. Acceptable enrollment and participation documentation consists of the following two pages of the E-Verify Memorandum of Understanding: (1) A valid, completed copy of the first page identifying the business entity; and (2) A valid copy of the signature page completed and signed by the business entity, the Social Security Administration, and the Department of Homeland Security – Verification Division.]

RETURN WITH BID

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION

The information shown in this section must be completed when a DBE contract goal has been established. The percentage must equal or exceed the DBE contract goal. If the percentage is below the contract goal, then the bidder must submit complete written documentation of good faith efforts taken to meet the DBE contract goal.

a. The undersigned submits the following list of DBEs to be used in accomplishing the work of this contract. The work, supplies or services, applicable value and percent of total federal contract each DBE is to perform or furnish is as follows:

b. Joint venture with a DBE. The undersigned submits the following list of bid items the DBE prime is responsible for and any items that will be subcontracted out are noted with an asterisk or a similar notation. The work, applicable value and percentage of total federal contract the DBE prime is responsible for are as follows:

(A) DBE Name and Address	(B) Bid Item Number(s) Or Work	(C) Dollar Value of DBE Work **	(D) Percent Applicable to DBE Goal	(E) Dollar Amount Applicable to DBE Goal	(F) Percent of Total Contract
TOTAL DBE PARTICIPATION				$	%

RETURN WITH BID

**Cannot exceed contract amount for given item of work.

Trucking services credited at 100% if the DBE owns the trucks or is leasing from a DBE firm

Merchant wholesalers (supply) are credited at 60%.

Brokered services will only receive credit for fees.

(Please reproduce the above sheet if additional space is needed.)

THIS EXECUTED PROPOSAL FORM MUST BE SUBMITTED IN THE ORIGINAL BOUND PROJECT MANUAL.

SIGNATURE OF BIDDER

The undersigned states that the correct LEGAL NAME AND ADDRESS of (1) the individual bidder, (2) each partner or joint venturer (whether individuals or corporations, and whether doing business under a fictitious name), or (3) the corporation (with the state in which it is incorporated) are shown below; that (if not signing with the intention to bind themselves to become responsible and sole bidder) they are the agent of, and they are signing and executing this (as indicated in the proper spaces below) as the bid of a

( ) sole individual ( ) partnership ( ) joint venture

(x) corporation, incorporated under the laws of state of Missouri.

Executed by bidder this 9 day of July 20 25.

Name of individual,

all partners

or joint venturers:

Address of each:

doing business under the name of:

Address of principal place of business in Missouri:

11 Lami Industrial Drive

St. Peters, Missouri 63304

above in addition to legal names)

(If using a fictitious name, show this name

xxxxxxxxxxxxxxxxxxxxxxxxxxxxxx

Wright Construction Services, Inc.

xxxxxxxxxxxxxxxxxxxxxxxxxxxxxx

(If a corporation, show its name above)

xxxxxxxxxxxxxxxxxxxxxxxxxxxxxx

RETURN WITH BID

ATTEST: (SEAL)

	Secretary	Vice-President	
(Signature)		(Signature)	(Title)
Daniel Dreckmann		Nathan Bibb	
Please print name		Please print name	

NOTE: If bidder is doing business under a fictitious name, the bid shall be executed in the legal name of the individual partners, joint ventures, or corporation, with the legal address shown, and registration of fictitious name filed with the secretary of state, as required by sections 417.200 to 417.230 RSMo. If the bidder is a corporation not organized under the laws of Missouri, it shall procure a certificate of authority to do business in Missouri, as required by section 351.572 et seq RSMo.

RETURN WITH BID

PERFORMANCE BOND	BOND NUMBER
PRINCIPAL *(Legal Name and Business Address)*	
SURETY *(Legal Name and Business Address)*	STATE OF INCORPORATION
PENAL SUM OF BOND *(Expressed in words and numerals)*	CONTRACT DATE

OBLIGATION

KNOW ALL PERSONS BY THESE PRESENTS, that the above named PRINCIPAL, hereinafter referred to and called CONTRACTOR, and the above named SURETY hereby bind themselves unto **City of Joplin, Missouri, 602 South Main Street, 4th Floor, Joplin, MO, 64801**, as OBLIGEE, hereinafter referred to and called OWNER, in the penal sum stated above, in lawful money of the United States of America to be paid to OWNER. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

CONTRACTOR has entered into the written contract agreement identified hereinabove with the OWNER for the following project:

AIP PROJECT NO. 3-29-0037-061-2025

Base Bid: **Replace Gate 1 passenger boarding bridge & Remove Gates 1 & 2 passenger boarding bridges**

Alternate bid item No. 1: **Replace Gate 2 passenger boarding bridge**

which said contract and associated contract documents, including any present or future amendment thereto, is incorporated herein by reference and is hereinafter referred to as the Contract.

CONDITION

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if CONTRACTOR shall promptly and faithfully perform all undertakings, covenants, terms, conditions and agreements of the Contract during the original term of the Contract and any extensions thereof that are granted by the OWNER, with or without notice to the SURETY, and during the period of any guarantee or warranties required under the Contract, and if CONTRACTOR shall perform and fulfill all undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of the Contract that hereafter are made, then this obligation shall be void; otherwise it shall remain in full force and effect subject to the following additional conditions:

1. SURETY, for value received, hereby stipulates and agrees that no change, extension of time, modification, omission, addition or change in or to the Contract, or the work performed thereunder or the specifications accompanying the same, shall in any way affect the SURETY'S obligation on this bond; and SURETY hereby agrees to waive notice of any and all such extensions, modifications, omissions, alterations, and additions to the terms of the Contract, work or specifications.

RETURN WITH BID

2. Whenever CONTRACTOR shall be and declared by the OWNER to be in default under the Contract, the Surety shall promptly and at the SURETY'S expense remedy the default by implementing one or more of the following actions:

   a. Arrange for the CONTRACTOR, with consent of the OWNER, to perform and complete the Contract; or

   b. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or

   c. Obtain bids or negotiated proposals from qualified contractors acceptable to the OWNER for a contract for performance and completion of the Contract; arrange for a contract to be prepared for execution by the OWNER and the contractor selected with the OWNER'S concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the Bonds issued on the Contract; and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the penal sum of the bond. The term "balance of the contract price", as used in this paragraph, shall mean the total amount payable by OWNER to CONTRACTOR under the Contract and any amendments thereto, disbursed at the rate provided in the original contract, less the amount properly paid by OWNER to CONTRACTOR.

   d. With written consent of the OWNER, SURETY may waive its right to perform and complete, arrange for completion or obtain a new contractor and with reasonable promptness, investigate and determine the amount the SURETY is liable to the OWNER and tender payment therefor to the OWNER.

3. CONTRACTOR and SURETY agree that if in connection with the enforcement of this Bond, the OWNER is required to engage the services of an attorney, that reasonable attorney fees incurred by the OWNER, with or without suit, are in addition to the balance of the contract price.

4. No right of action shall accrue on this bond to or for the use of any person or corporation other than the OWNER named herein or the successors or assigns of the OWNER.

WITNESS

In witness whereof, this instrument is executed this the ____ day of _____, 20____.

INDIVIDUAL PRINCIPAL:

Company Name: _____

Signature: _____

Name and Title: _____

CORPORATE PRINCIPAL:

ATTEST: Corporate Name: _____

Signature: _ Signature: _

RETURN WITH BID

Name and Title: _____ Name and Title: _____

(Affix Corporate Seal)

SURETY:

ATTEST: Surety Name: _____

Signature: _ Signature: _

Name and Title: _____ Name and Title: _____

(Affix Seal) (Attach Power of Attorney)

OWNER ACCEPTANCE:

The OWNER approves the form of this Performance Bond.

ATTEST: Date: _____

Signature: _ Signature: _

Name and Title: _____ Name and Title: _____

(Affix Seal)

RETURN WITH BID

PAYMENT BOND	BOND NUMBER
PRINCIPAL *(Legal Name and Business Address)*	
SURETY *(Legal Name and Business Address)*	STATE OF INCORPORATION
PENAL SUM OF BOND *(Expressed in words and numerals)*	CONTRACT DATE

OBLIGATION

KNOW ALL PERSONS BY THESE PRESENTS, that the above named PRINCIPAL, hereinafter referred to and called CONTRACTOR, and the above named SURETY hereby bind themselves unto **City of Joplin, Missouri, 602 South Main Street, 4th Floor, Joplin, Missouri 64801,** as OBLIGEE, hereinafter referred to and called OWNER, in the penal sum stated above, in lawful money of the United States of America to be paid to OWNER. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

CONTRACTOR has entered into the written contract agreement identified hereinabove with the OWNER for the following project:

AIP PROJECT NO. 3-29-0037-061-2025

Base Bid: **Replace Gate 1 passenger boarding bridge & Remove Gates 1 & 2 passenger boarding bridges**

Alternate bid item No. 1: **Replace Gate 2 passenger boarding bridge**

which said contract and associated contract documents, including any present or future amendment thereto, is incorporated herein by reference and is hereinafter referred to as the Contract.

CONDITION

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if CONTRACTOR shall promptly make payment to all employees, persons, firms or corporations for all incurred indebtedness and just claims for labor, supplies, materials and services furnished for or used in connection with the performance of the Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect subject to the following additional conditions:

1. CONTRACTOR and SURETY indemnify and hold harmless the OWNER for all claims, demands, liens or suits that arise from performance of the Contract

2. SURETY, for value received, hereby stipulates and agrees that no change, extension of time, modification, omission, addition or change in or to the Contract, or the work performed thereunder or the specifications accompanying the same, shall in any way affect the SURETY'S obligation on this bond; and SURETY

RETURN WITH BID

hereby agrees to waive notice of any and all such extensions, modifications, omissions, alterations, and additions to the terms of the Contract, work or specifications.

3. No final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.
4. The amount of this bond shall be reduced by and to the extent of any payments made in good faith hereunder.
5. Amounts owed by the OWNER to the CONTRACTOR under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any Performance Bond. By the CONTRACTOR furnishing and the OWNER accepting this Bond, they agree that all funds earned by the CONTRACTOR in the performance of the Contract are dedicated to satisfying obligations of the CONTRACTOR and the SURETY under this Bond, subject to the OWNER'S priority to use the funds for the completion of the project.

WITNESS

In witness whereof, this instrument is executed this the ____ day of _____, 20____.

INDIVIDUAL PRINCIPAL:

Company Name: _____

Signature: _____

Name and Title: _____

CORPORATE PRINCIPAL:

ATTEST: Corporate Name: _____

Signature: _ Signature: _

Name and Title: _____ Name and Title: _____

(Affix Corporate Seal)

SURETY:

ATTEST: Surety Name: _____

RETURN WITH BID

Signature: _ Signature: _

Name and Title: _____ Name and Title: _____

(Affix Seal) (Attach Power of Attorney)

OWNER ACCEPTANCE:

The OWNER approves the form of this Payment Bond.

ATTEST: Date: _____

Signature: _ Signature: _

Name and Title: _____ Name and Title: _____

(Affix Seal)

RETURN WITH BID

FORM OF
CONTRACT AGREEMENT

City OF Joplin, MO

AIP Project No. **3-29-0037-053**

THIS AGREEMENT, made as of this _____ day of _____, 20_____, 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: _____
Address: _____
City/State/Zip Code: _____

WITNESSETH:

WHEREAS it is the intent of the Owner to make improvements at **Joplin Regional Airport** generally described as follows;

AIP PROJECT NO. 3-29-0037-061-2025

Base Bid: **Replace Gate 1 passenger boarding bridge & Remove Gates 1 & 2 passenger boarding bridges**

Alternate bid item No. 1: **Replace Gate 2 passenger boarding bridge**

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

RETURN WITH BID

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:

$_____ ($_____)

(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 **three hundred (300) calendar days (or 340 calendar days if Additive Alternate No 1 is awarded)** 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 **one thousand dollars ($1,000.00)** per day for each calendar day required in excess of the authorized contract time for each phase and **one thousand dollars ($1,000)** per day for each calendar day required in excess of the authorized total calendar days awarded for the project.

RETURN WITH BID

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;

RETURN WITH BID

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.
One Memorial Drive
Gateway Tower, Suite 500
St. Louis, 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.

RETURN WITH BID

OWNER	**CONTRACTOR**
Name: _____	Name: _____
Address: _____	Address: _____
_____	_____
By: _____	By: _____
Signature	*Signature*
_____	_____
Title of Representative	*Title of Representative*
ATTEST:	ATTEST
By: _____	By: _____
Signature	*Signature*
_____	_____
Title	*Title*

BUY AMERICAN CHECKLIST FORM

MUST BE FILLED OUT, BOX CHECKED, SIGNED AND RETURNED WITH BID

A1.1.1 Certification of Compliance with FAA Buy American Preference – Construction Projects

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with its proposal. The bidder or offeror must indicate how it intends to comply with 49 USC § 50101, BABA and other related Made in America Laws, U.S. statutes, guidance, and FAA policies, by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e., not both) by inserting a checkmark (✓) or the letter "X".

☒ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101, BABA and other related U.S. statutes, guidance, and policies of the FAA by:

a) Only installing iron, steel and manufactured products produced in the United States;

b) Only installing construction materials defined as; an article, material, or supply – other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber or drywall that have been manufactured in the United States.

c) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or

d) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

a) To provide to the Airport Sponsor or the FAA evidence that documents the source and origin of the iron, steel, and/or manufactured product.

b) To faithfully comply with providing U.S. domestic products.

c) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

d) Certify that all construction materials used in the project are manufactured in the U.S.

☐ The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

RETURN WITH BID

a) To the submit to the Airport Sponsor or FAA within 15 calendar days of being selected as the responsive bidder, a formal waiver request and required documentation that supports the type of waiver being requested.
b) That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the proposal.
c) To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
d) To furnish U.S. domestic product for any waiver request that the FAA rejects.
e) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 2 Waiver (Nonavailability) - The iron, steel, manufactured goods or construction materials or manufactured goods are not available in sufficient quantity or quality in the United States. The required documentation for the Nonavailability waiver is

a) Completed Content Percentage Worksheet and Final Assembly Questionnaire
b) Record of thorough market research, consideration where appropriate of qualifying alternate items, products, or materials including;
c) A description of the market research activities and methods used to identify domestically manufactured items capable of satisfying the requirement, including the timing of the research and conclusions reached on the availability of sources.

Type 3 Waiver – The cost of components and subcomponents produced in the United States is more than 60 percent of the cost of all components and subcomponents of the "facility/project." The required documentation for a Type 3 waiver is:

a) Completed Content Percentage Worksheet and Final Assembly Questionnaire including;
b) Listing of all manufactured products that are not comprised of 100 percent U.S. domestic content (excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).
c) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
d) Percentage of non-domestic component and subcomponent cost as compared to total "facility" component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

Type 4 Waiver (Unreasonable Costs) - Applying this provision for iron, steel, manufactured goods or construction materials would increase the cost of the overall project by more than 25 percent. The required documentation for this waiver is:

a) A completed Content Percentage Worksheet and Final Assembly Questionnaire from
b) At minimum two comparable equal bids and/or offers;
c) Receipt or record that demonstrates that supplier scouting called for in Executive Order 14005, indicates that no domestic source exists for the project and/or component;
d) Completed waiver applications for each comparable bid and/or offer.

RETURN

RETURN WITH BID

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

07/09/2025	Nathan Bibb
Date	Signature
Wright Construction Services, Inc.	Vice-President
Company Name	Title

RETURN WITH BID

A1.1.2 Certification of Compliance with FAA Buy American Preference – Equipment/Building Projects

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101, and other Made in America Laws, U.S. statutes, guidance, and FAA policies by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter "X".

☒ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101, BABA and other related U.S. statutes, guidance, and policies of the FAA by:

a) Only installing steel and manufactured products produced in the United States;
b) Only installing construction materials defined as: an article, material, or supply – other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber or drywall that have been manufactured in the United States.
c) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
d) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

a) To provide to the Airport Sponsor or FAA evidence that documents the source and origin of the steel and manufactured product.
b) To faithfully comply with providing U.S. domestic product.
c) To furnish U.S. domestic product for any waiver request that the FAA rejects.
d) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

☐ The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for a Type 3 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

a) To submit to the Airport Sponsor or FAA within 15 calendar days of being selected as the responsive bidder, a formal waiver request and required documentation that supports the type of waiver being requested.
b) That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the proposal.
c) To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.

RETURN WITH BI

d) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 2 Waiver (Nonavailability) - The iron, steel, manufactured goods or construction materials are not available in sufficient quantity or quality in the United States. The required documentation for the Nonavailability waiver is:

a) Completed Content Percentage Worksheet and Final Assembly Questionnaire

b) Record of thorough market research, consideration where appropriate of qualifying alternate items, products, or materials including;

c) A description of the market research activities and methods used to identify domestically manufactured items capable of satisfying the requirement, including the timing of the research and conclusions reached on the availability of sources.

Type 3 Waiver – The cost of the item components and subcomponents produced in the United States is more that 60 percent of the cost of all components and subcomponents of the "item". The required documentation for a Type 3 waiver is:

a) Completed Content Percentage Worksheet and Final Assembly Questionnaire including;
b) Listing of all product components and subcomponents that are not comprised of 100 percent U.S. domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108 (products of unknown origin must be considered as non-domestic products in their entirety).
c) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
d) Percentage of non-domestic component and subcomponent cost as compared to total "item" component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

Type 4 Waiver (Unreasonable Costs) - Applying this provision for iron, steel, manufactured goods or construction materials, would increase the cost of the overall project by more than 25 percent. The required documentation for this waiver is:

a) Completed Content Percentage Worksheet and Final Assembly Questionnaire from
b) At minimum two comparable equal bidders and/or offerors;
c) Receipt or record that demonstrates that supplier scouting called for in Executive Order 14005, indicates that no domestic source exists for the project and/or component;
d) Completed waiver applications for each comparable bid and/or offer.

RETURN WI

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

07/09/2025	Nathan Bibb
Date	Signature
Wright Construction Services, Inc.	Vice-President
Company Name	Title

RETURN WITH BID

ADDENDUM FORM SUBMITTALWITH BID

The bidder shall submit confirmation they have the distributed addenda and that the addenda is part of the bid package.

Attach addendum forms to the back of the bid proposal package

RETURN WITH BID

ADDENDUM NUMBER ONE (1)
AIP PROJECT NO. 3-29-0037-061-2025

DATE: June 24, 2025
Joplin Regional Airport
Joplin, Missouri

Authored By: Crawford, Murphy, Tilly, Inc.
One Memorial Drive, Suite 500
Saint Louis, Missouri 63102



To: All Plan holders and Potential Bidders

Subject: **Addendum Number One (1) to the Issued for Bid package for:**

Passenger Boarding Bridge Upgrade Project. AIP No. 3-29-0037-061-2025

Base Bid: Replace Gate 1 Passenger Boarding Bridge
& Remove Gates 1 & 2 Passenger Boarding Bridges

Alternate Bid Item No. 1: Replace Gate 2 Passenger Boarding Bridge

This addendum forms a part of the bidding documents and modifies the original Issued for Bid (IFB) package distributed to all bidders, dated June 1, 2025, consisting of Contract Plans and Proposal, Contract Documents and Specifications. Receipt of this addendum must be acknowledged by signing the Addendum Receipt Acknowledgement Form (See Page 2) and including the form with the Bid Proposal Package submitted to the city by the offeror before the listed bid opening date and time.

FAILURE TO INCLUDE THE ADDENDUM RECEIPT ACKNOWLEDGEMENT FORM IN THE BID PROPOSAL PACKAGE MAY SUBJECT THE BIDDER TO DISQUALIFICATION.

MODIFICATION TO THE ISSUED FOR BID PACKAGE:

Revisions:

Bid Submittal Due date:

Bid Proposal Packages are due Wednesday, July 9, 2025, at the City of Joplin City Hall, 4th Floor, 602 S. Main Street, Joplin, MO 64801 before 11:30 AM prevailing central time

Work Hours:

Throughout the Issued for Bid package documents, revise all references to allowed working hours to be between 6:00 AM and 11:59 PM prevailing local time.

End Addendum No. 1 Text

Include This Page in the Bid Proposal Package

ADDENDUM RECEIPT ACKNOWLEDGEMENT FORM

Each bidder shall acknowledge receipt of ***Addendum No. 1*** for the project by including this one-page form in the Bid Proposal Package:

AIP Project No. 3-29-0037-061-2025

Passenger Boarding Bridge Upgrade Project

Base Bid: Replace Gate 1 Passenger Boarding Bridge
& Remove Gates 1 & 2 Passenger Boarding Bridges

Alternate Bid Item No. 1: Replace Gate 2 Passenger Boarding Bridge

by their signature affixed hereto and attaching the Addendum Receipt Acknowledgement Form to the Bid Proposal Package.

CERTIFICATION BY BIDDER

SIGNATURE _____ Nathan Bibb

TITLE Vice President

COMPANY Wright Construction Services, Inc.

DATE 07/09/2025

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2025-123 – Construction Agreement with Springfield Striping and Sealing for Parking Lot Sealing 2025

MEETING DATE
September 2, 2025

ORIGINATING DEPARTMENT
Public Works – Engineering

ATTACHMENTS
CB2025-123 Ordinance; Bid Summary, Construction Agreement, Location Maps

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

SUMMARY
This Council Bill approves a construction agreement with Springfield Striping & Sealing in the amount of One Hundred Twenty Thousand Nine Hundred Eighty-Six and 18/100 Dollars ($120,986.18) for the Parking Lot Sealing 2025 project.

BACKGROUND
Preventative maintenance is key to pavement longevity. Part of this preventative maintenance strategy is the sealing of lower use asphaltic pavements such as parking lots. City staff annually evaluates the condition of the City parking lots to determine which areas need to be sealed. The sealing process recommended will prevent further loss of volatiles and aggregate in the existing asphalt while protecting it from oxidizing. The lots studied this year were structurally sound, just in need of a seal course.

City staff prepared bid documents and followed the City's procurement policy for advertising. Two companies submitted bids (see attached Bid Summary), that were opened on August 25, 2025. Springfield Striping & Sealing was the low bidder, and their bid was below the Engineer's estimate. Construction inspection services will be provided by city staff.

FUNDING SOURCE
This is included in the FY 2025 Budget in the Transportation Sales Tax Fund.

RECOMMENDATION
Staff recommends adoption of this Council Bill on an Emergency basis; being an ordinance relating to a public improvement, it is an emergency within the meaning of Section 2.12(6) of the HOME RULE CHARTER of the City of Joplin, and as such, this Ordinance shall become effective immediately upon its passage. Furthermore, adoption of this Council Bill on an emergency basis allows the contractor to complete work within the construction season.

COUNCIL BILL NO. 2025-123 ORDINANCE NO

AN ORDINANCE approving the City of Joplin to enter into a construction agreement with Springfield Striping & Sealing in the amount of One Hundred Twenty Thousand Nine Hundred Eighty-Six and 18/100 Dollars ($120,986.18) for the Parking Lot Sealing 2025 project and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

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

Section 1. That the construction agreement between the City of Joplin and Springfield Striping & Sealing in the amount of One Hundred Twenty Thousand Nine Hundred Eighty-Six and 18/100 Dollars ($120,986.18) for the Parking Lot Sealing 2025 project, 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 exhibits, in writing by the Director of Public Works, and his certification to that effect to the Director of Finance, the contractor shall be paid out of the Transportation Sales Tax Fund.

Section 4. That the City hereby declares that this Ordinance dealing with a public improvement, is an emergency within the meaning of Section 2.12(6) of the HOME RULE CHARTER of the City of Joplin, Missouri, and as such, this Ordinance shall become effective immediately upon its passage. Furthermore, adoption of this Council Bill on an emergency basis allows the contractor to complete work within the construction season.

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

_____, 2025 by a _____ vote.

_____

ATTEST: Keenan T. Cortez, Mayor

_____

Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

Council Bill 2025-123

I hereby certify that a sufficient amount is available in the Transportation Sales Tax Account 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 SPRINGFIELD STRIPING AND SEALING

CITY		**ENGINEER**	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: Springfield Striping & Sealing Address: 3809 E. Energy Place Springfield, MO 65803	
Attention: Dakota Rusk		Attention: Jon Schlup	
Department: Public Works - Engineering		Phone: 417-831-5114	Fax:
Phone: 417.624.0820 ext: 1598	Fax: 417.624.4620	Project: Parking Lot Sealing 2025	

THIS AGREEMENT made and entered into this ____ (please leave blank until all signatures are acquired) 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:

Parking Lot Sealing 2025

The City and Contractor agree to the following:

1. Manner and Time for Completion. The Contractor will furnish all supervision, labor, tools, equipment, materials and supplies necessary to perform, and to perform said work at Contractor's own expense in accordance with the contract documents and any applicable City ordinances and state and federal laws by October 31, 2025, with a notice to proceed that shall be issued by the Director of Public Works within 30 days after the date of this contract.

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

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

City of Joplin against all hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City of Joplin. Regardless of such approval, it shall be the responsibility of the contractor to always maintain adequate insurance coverage during the term of the Contract. Failure of the Contractor to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability in general or under the Contract Documents.

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

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

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

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

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

Employer's Liability..... $1,000,000.00

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

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

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

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

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

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

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

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

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

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

4. Performance, Labor, and Materials Payment Bond. Contractor shall furnish a Performance Bond and a Labor and Materials Payment Bond with surety approved by the City and on the forms approved by the City, each bond shall be in the amount of One Hundred Twenty Thousand Nine Hundred Eighty-Six and 18/100 Dollars ($120,986.18) conditioned upon the full and faithful performance of all major terms and conditions of this contract and payment of all labor and material suppliers. It is further mutually agreed between the parties hereto that if at any time after the execution of this agreement and the surety bond(s) hereto attached for its faithful performance and payment of labor and material suppliers, the City shall deem the surety or sureties upon such bond(s) to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the work, the Contractor shall, at its expense, within five (5) days after the receipt of notice from the City to do so, furnish an additional bond or bonds, in such form and amount, and with such surety or sureties as shall be satisfactory to the City. In such event no further payment to the Contractor shall be deemed to be due under this contract until such new or additional security for the faithful performance of the work and the payment of labor and material suppliers shall be furnished in a manner and form satisfactory to the City. The corporate surety on any performance or payment bond must be licensed by the State of Missouri and if the required bond exceeds $25,000.00 must be listed in United States Treasury Circular 570.

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

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

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

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

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

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

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

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

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

8. Liquidated Damages. Time of completion of work by the Contractor is of the essence. Should Contractor, or in the case of default, the surety, fail to complete the work within the time specified in the contract, or within such extra time as may be allowed in accordance with City of Joplin Standard Specifications, Division 0000, General Requirements and Provisions, Section 0400.19, (http://mo-joplin.civicplus.com/DocumentCenter/View/3460) Contractor (or surety) shall be liable to the City in the amount of $500 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 Twenty Thousand Nine Hundred Eighty-Six and 18/100 Dollars ($120,986.18), said amount being subject to any approved addenda or change order.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CERTIFICATE OF DIRECTOR OF FINANCE

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

_____
Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____
Peter Edwards, City Attorney

CONTRACTOR:

By: _____

Printed Name: _____

Title: _____

CITY OF JOPLIN, MISSOURI

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

CONTRACTOR'S BOND NO.

FOR CITY CONTRACTS
PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS: That

SPRINGFIELD STRIPING & SEALING

a Corporation, hereinafter called Principal, and

_____
(Name of Surety)

_____
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

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

hereinafter called OWNER, in the total aggregate penal sum of One Hundred Twenty Thousand Nine Hundred Eighty-Six and 18/100 Dollars ($120,986.18) 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:

(Parking Lot Sealing 2025)

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

SPRINGFIELD STRIPING & SEALING

a Corporation, hereinafter called Principal, and

_____
(Name of Surety)

_____
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

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

hereinafter called OWNER, and unto all persons, firms, and corporations who or which may furnish labor, or who furnish materials to perform as described under the contract and to their successors and assigns in the total aggregate penal sum of One Hundred Twenty Thousand Nine Hundred Eighty-Six and 18/100 Dollars ($120,986.18) 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:

(Parking Lot Sealing 2025)

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

_____
Peter Edwards, City Attorney

By _____
Printed Name/Title

ATTEST: (SEAL)

_____
Secretary

_____
Surety

Approved this _____ day of

_____, 20_____.

By _____
Signature

_____
Leslie Haase, Director of Finance

By _____
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.

BID TABULATION

PROJECT: Parking Lot Sealing 2025

DATE OF BID OPENING: August 25, 2025

CONTRACTOR	BID
Emery Sapp and Sons	**$190,585.60**
Springfield Striping and Sealing	**$120,986.18**
Engineer's Estimate	**$142,017.20**

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2025-132 – authorizing an agreement by and between the City of Joplin and Crawford, Murphy & Tilly, Inc. (CMT) for construction management services for the Passenger Boarding Bridge (PBB) replacement project for Gates 1 and 2 at the Joplin Regional Airport and amending the budget.

MEETING DATE
September 2, 2025

ORIGINATING DEPT
Public Works - Airport

ATTACHMENTS
Council Bill 2025-132; Consulting Agreement

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

SUMMARY
This Council Bill approves an agreement by and between the City of Joplin and Crawford, Murphy and Tilly, Inc. (CMT) in the not to exceed amount of Sixty-Five Thousand One Hundred Fifty-Seven and 36/100 Dollars ($65,157.36) for construction management services for the Passenger Boarding Bridge (PBB) replacement project for Gates 1 and 2 at the Joplin Regional Airport.

BACKGROUND
The Airport currently has a Consulting Agreement with CMT. As part of this agreement, they are to submit the costs for and perform any construction management for projects that arise during that time.

This project involves procurement and installation of two new passenger boarding bridges (PBB) at the Joplin Regional Airport, Joplin, MO. The awarded contractor will furnish the boarding bridge components and assemble the units on site. The project scope of work includes interfacing & attaching the new boarding bridges to the airport terminal building exterior wall.

Total costs for Construction Management services for the replacement of the existing passenger boarding bridges amount to $65,157.36. This cost will be covered 95/5 federal to local share, which results in the federal share of $61,899.49 and a local share of $3,257.87.

FUNDING SOURCE
FAA IIJA Airport Terminal Funding Grant No. 3-29-0037-060 (Gate 2 PBB), IIJA AIG Funding Grant No. 3-29-0037-061 (Gate 1 PBB), AIP Program Entitlement Fund Grant No. 3-29-0037-62 (Gate 1 PBB), IIJA AIG Funding Grant No. 3-29-0037-063 (Gate 2 PBB) and containing a Budget Amendment

RECOMMENDATION

Staff recommends approval of Council Bill 2025-132, agreement with Crawford, Murphy and Tilly, Inc. (CMT) for the Passenger Boarding Bridge (PBB) replacement project for Gates 1 and 2 at the Joplin Regional Airport in the amount of Sixty-Five Thousand One Hundred Fifty-Seven and 36/100 Dollars ($65,157.36) on an emergency basis, in that said ordinance provides for public improvements and is considered to be an emergency per section 2.12(6) of the HOME RULE CHARTER of the City of Joplin, Missouri, and as such, this ordinance shall become effective immediately upon its passage. Furthermore, approval of this council bill will allow the project to meet Federal Grant deadlines and is therefore an emergency.

COUNCIL BILL NO. 2025-132 **ORDINANCE NO.**

AN ORDINANCE approving the City of Joplin to enter into an agreement with Crawford, Murphy & Tilly, Inc. (CMT) in the not to exceed amount of Sixty-Five Thousand One Hundred Fifty-Seven and 36/100 Dollars ($65,157.36) for construction management services for the Passenger Boarding Bridge (PBB) replacement project for Gates 1 and 2 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; amending the Annual Budget of the City of Joplin for the Fiscal Year 2024-2025 as adopted by Ordinance 2024-151 on October 21, 2024; and containing an emergency clause.

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

Section 1. That the agreement by and between the City of Joplin and Crawford, Murphy & Tilly, Inc., for construction management services in the not to exceed the amount of Sixty-Five Thousand One Hundred Fifty-Seven and 36/100 Dollars ($65,157.36); 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, Inc.

Section 3. That upon the final approval and acceptance of the consultant's work under said contract, in substantial conformance with the attached agreement, in writing to the Director of Public Works and his certification to the effect to the Director of Finance, the consultant shall be paid from the Airport Fund of FY 2025 and is being partially funded through the FAA ATP, AIP, and AIG Grants.

Section 4. That fiscal year 2024-2025 budgeted appropriations as adopted by Ordinance 2024-151 be amended by increasing revenue by the total amount of Sixty-One Thousand Eight Hundred Ninety-Nine Dollars and No Cents ($61,899.00) and by increasing appropriations by the total amount of Sixty-Five Thousand One Hundred Fifty-Seven Dollars and No Cents ($65,157.00).

Section 5. That the Director of Finance is hereby directed to make all necessary entries on the City records to show the increase in appropriations.

Section 6. That the City hereby declares that this Ordinance dealing with a public improvement is an emergency within meaning of Section 2.12(6) of the HOME RULE CHARTER of the City of Joplin, Missouri, and as such, this Ordinance shall become effective immediately upon its passage. Specifically, this council bill needs to be approved to ensure the agreement can be fully executed within the required FAA Grant timelines.

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

_____, 2025 by a _____ vote.

_____
Keenan T. Cortez, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

Airport Name:	Joplin Regional Airport
Project No.:	3-29-0037-061
County:	Jasper

AVIATION PROJECT CONSULTANT SUPPLEMENTAL AGREEMENT NO. 1 (SA1)
CONSTRUCTION PHASE SERVICES

THIS SUPPLEMENTAL AGREEMENT NO. 1 for Construction Services is entered into by the City of Joplin, Missouri (hereinafter, "Sponsor") and Crawford Murphy and Tilly inc. (CMT) (hereinafter, "Consultant").

WITNESSETH:

WHEREAS, the Sponsor and the Consultant entered into an Agreement on February 27, 2025, 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 17 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 9 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 payable included in Section 9 of the Original Agreement shall remain the same as in the original agreement.

(D) For and in consideration of the Construction Phase Administration Services rendered by Consultant, Owner shall pay Consultant direct salaries, overhead, direct expenses, and subconsultant fees as specified in Section (9) of the Original Agreement plus a fixed fee of **$8,262.18** for a total not to exceed amount of **$65,157.36.**

(E) 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 consecutive calendar days for the performance of these (construction administration phase) additional services. The total time to be added to Exhibit VI for completion of the material procurement and installation of the new PBB at JLN shall be an additional 340 consecutive calendar days after the Notice to Proceed (NTP) is issued to the Passenger Boarding Bridge (PBB) manufacturer and the associated company performing the installation activity. The NTP will be issued after the contract agreement between the city of Joplin, MO and the Contracting team awarded the work (bids opened on July 10, 2025), is executed.

The projected completion date shown on Exhibit VI is now revised to 340 days after the Notice to Proceed (NTP) is issued for the PBB to start material procurement - which includes time for performance of all remaining services in the Original Agreement and the services in Supplemental Agreement No. 1 including all construction management items such as final pay application, record drawings and final closeout report.

(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:

(C)

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

(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): No subconsultants for the CA Phase Services.

FIRM NAME	COMPLETE ADDRESS	NATURE OF SERVICES

(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.

(7) The original agreement (for design and bidding services), executed on February 27, 2025, is attached.

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_____

Title_____

SPONSOR – City of Joplin

By_____

Title_____

ATTEST:

By_____

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 agreement for construction phase services.

    b. Prepare the construction and bond forms during construction.

    c. Prepare a conformed set of construction plans and project manual for distribution and use during the construction phase.

    d. Provide a sealed, signed and dated copy of the quality control plan, sometimes referred to as a Construction Observation Program (COP), prior to the pre-construction conference.

    e. Attend and conduct an on-site pre-construction conference. Minutes of the conference will be prepared and distributed to all attendees.

2. Provide construction administration services as described as follows but also see Exhibit V for a detailed breakdown of the anticipated scope of work including estimated hours to perform each task.

    a. Review of the Contractor SPCD in response to the CSPP requirements presented in the bidding documents.

    b. Weekly conference calls, preparing minutes and distribution.

    c. Review of the Contractor submitted, shop drawings and material certification submittals as provided by the Contractor.

    c. Review of the Contractor submitted material certification to verify compliance with the Buy American provisions of the FAA specification.

    d. Provide construction observation services, including the following:

        i. Prepare weekly report recording the construction activity of that week and to document prosecution and progress of the project.

        ii. Do a weekly call with the construction team and airport

    e. Oversee performance of material(s) testing as required by the MoDOT specification for concrete and as required for the installation of the passenger boarding bridge. (PBB).

    f. Respond to field issues throughout the duration of the project such as responding to RFI's.

    g. Provide consultation services for issues that develop during the construction phase of the project.

h. Prepare Contractor's progress estimates and Sponsor's request for reimbursement of funds if requested.

i. Prepare pay applications and change orders and supplemental agreements necessary for construction of the project.

j. Perform construction correspondence services to assist the sponsor with the federal grant compliance & requirements. Correspondence is typically email.

k. Coordinate material testing and record the results electronically.

l. Develop Punchlist of items to correct and distribute & follow up.

m. Process certified payroll

n. Coordinate with surveyor for layout of the work and interface with plan requirements for the CSPP, barricade placement and location of the rotunda foundations.

o. Attend and conduct an on-site final inspection 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 Closeout Report as required by the COP including testing.

c. Prepare and finalize change orders and payout including retainage.

d. Provide FAA and sponsor a copy of all closeout documents as required for project final acceptance.

CONSTRUCTION ADMINISTRATION SERVICES SUMMARY PAGE

EXHIBIT IV - SUMMARY

DERIVATION OF CONSULTANT PROJECT COSTS

JOPLIN REGIONAL AIRPORT

JOPLIN, MISSOURI

PASSENGER BOARDING BRIDGE PROJECT CONSTRUCTION MANAGEMENT AGREEMENT

SUMMARY OF COSTS

July 15, 2025

	Fee	Hours
Construction Management		
CMT	$65,157.36	362
Total	**$65,157.36**	**362**

DERIVATION OF CONSULTANT PROJECT COSTS (CONSTRUCTION)

`

-

EXHIBIT V - SA1

ENGINEERING CONSTRUCTION SERVICES-COST BREAKDOWN

EXHIBIT IV - DERIVATION REBID SERVICES

DERIVATION OF CONSULTANT PROJECT COSTS

JOPLIN REGIONAL AIRPORT
JOPLIN, MISSOURI
PASSENGER BOARDING BRIDGE PROJECT CONSTRUCTION MANAGEMENT AGREEMENT
AND REBID SERVICES
July 15, 2025

1 DIRECT SALARY COSTS:

TITLE	HOURS	RATE/HOUR	COST ($)
Principal	0	$100.77	$0.00
Senior Project Engineer	0	80.71	$0.00
Project Manager	122	65.22	$7,956.84
Senior Engineer	196	55.61	$10,899.56
Engineer	44	37.96	$1,670.24
Senior Planner	0	58.09	$0.00
Planner	0	36.45	$0.00
Registered Land Surveyor	0	53.46	$0.00
Senior Technician	0	50.48	$0.00
Technician	0	38.94	$0.00
Project Administrative Asst.	0	29.96	$0.00
	362		

Total Direct Salary Costs = $20,526.64

2 LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:

Percentage of Direct Salary Costs @ 168.34 % = $34,554.55

3 SUBTOTAL:

Items 1 and 2 = $55,081.19

4 PROFIT:

15 % of Item 3 Subtotal = $8,262.18

Subtotal $63,343.36

5 OUT-OF-POCKET EXPENSES:

a. Mileage	1,740	Miles @	$0.70	/ Mile =	$1,218.00
b. Meals	3	Days @	$52.00	/ Day =	$156.00
c. Motel	3	Nights @	$130.00	/ Night=	$390.00
d. Printing and Shipping				=	$50.00

Total Out-of-Pocket Expenses = $1,814.00

6 SUBCONTRACT COSTS:

=
=
=
TOTAL SUBCONTRACT COSTS = $0.00

7 MAXIMUM TOTAL FEE:

Items 1, 2, 3, 4, 5 and 6 = **$65,157.36**

Exhibit V

JOPLIN REGIONAL AIRPORT
JOPLIN, MISSOURI

BASIC AND SPECIAL SERVICES
PASSENGER BOARDING BRIDGE PROJECT CONSTRUCTION MANAGEMENT AGREEMENT
AND REBID SERVICES
July 15, 2025

Classification: Gross Hourly Rate:	Principal $310.97	Senior Project Engineer $249.06	Project Manager $201.26	Senior Engineer $171.61	Engineer $117.14	Senior Planner $179.26	Planner $112.48	Registered Land Surveyor $164.97	Senior Technician $155.78	Technician $120.17	Clerk/ Secretary $92.45	Other Costs
CONSTRUCTION MANAGEMENT SERVICES												
1. Preliminary Engineering TASK 01												
Define CM scope of services			2	4								
Prepare and coordinate construction contracts for the City & the Contractor. Including Bonds and other contract requirements			2	2								
Attend Pre-Construction Meeting			12									
Prepare and distribute pre-construction meeting minutes					4							
Review and follow up of the Contractors SPCD in reference to the CSPP.			2	2								
Total hours - Task 1 = 30	0		18	8	4	0	0	0	0	0	0	
Subtotal = $ 5,464.16	$ -	$ -	$ 3,622.73	$ 1,372.86	$ 468.56	$ -	$ -	$ -	$ -	$ -	$ -	
2. Provide Construction Administration TASK 02												
Weekly conference calls with Contractor & Airport 1 Project Manager (PM) @ 1 meeting per week (estimate 12 weeks) @ 2 hours per meeting including recording and distribution of minutes			12									
Review shop drawings and material certification submittals as submitted by the Contractor. Verification of Buy American Certification on submittals			24	48								
Review & Respond to Requests for Information (RFI's)			12	8	6							
Consultation services as required to address concerns that develop during the construction phase of the project			12	12								
Finalize Contractor's progress estimates and finalize pay applications for the city				4	4							
Prepare change orders and supplemental agreements necessary for construction of the project				4	4							
Construction Correspondance & email			12									
Coordinate materials(s) testing (field and laboratory) as required by the COP. Assemble and coordinate materials testing reports				2	2							
Process certfied payroll every two weeks (estimate 6)					2							
Coordinate with surveyor				2								

Classification: Gross Hourly Rate:		Principal $310.97	Senior Project Engineer $249.06	Project Manager $201.26	Senior Engineer $171.61	Engineer $117.14	Senior Planner $179.26	Planner $112.48	Registered Land Surveyor $164.97	Senior Technician $155.78	Technician $120.17	Clerk/ Secretary $92.45	Other Costs
Punch list inspection & travel					12								
Misc Coordination Admin & In-House Meeting				2	2	2							
Final construction report				8	20	20							
Preparation & travel for final inspection meeting: 1 Project Manager (PM), @ 1 visit, 12 hours per visit, and write up and final verification				12	8								
Total hours - Task 2 =	256	0	0	94	122	40	0	0	0	0	0	0	(1,2,3,4,5)
Subtotal =	$45,128.48	$0.00	$0.00	$18,918.73	$20,936.11	$4,685.65	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$588.00
3. Provide Construction Observation Services (TASK 03)													
Site visit by civil, electrical engineer @ architect only Estimate 2 visits and travel					30								
Total hours - Task 3 =	30	0	0	0	30	0	0	0	0	0	0	0	(1,2,3,4,5)
Subtotal =	$6,374.22	$0.00	$0.00	$0.00	$5,148.22	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,226.00
4. Project Closeout & Record Drawings (TASK 04)													
Prepare and finalize final change order and payout				2	4								
Prepare and submit to the Sponsor and FAA record drawings and electronic files				4	24								
Provide FAA with all required closeout documents as required for project acceptance				4	8								
Total hours - Task 4 =	46	0	0	10	36	0	0	0	0	0	0	0	
Subtotal =	$8,190.50	$0.00	$0.00	$2,012.63	$6,177.87	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
TOTAL HOURS =	**362**	**-**	**-**	**122**	**196**	**44**	**-**	**-**	**-**	**-**	**-**	**-**	
TOTAL COST =	**$ 65,157.36**	**$ -**	**$ -**	**$ 24,554.09**	**$ 33,635.06**	**$ 5,154.21**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 1,814.00**
												ck $	65,157.36

(1) Mileage, Motel and Meals
(2) Equipment, Materials and Supplies
(3) Computer Services
(4) Vendor Services
(5) Printing and Shipping

Exhibit V

ORIGINAL DESIGN PHASE
SERVICES AGREEMENT

Airport: Joplin Regional Airport
Federal Project No.: 3-29-0037-xxx
BIL Project No.: 3-29-0037-xxx

Airport Name: Joplin Regional Airport
Project No.: 3-29-0037-xxx
County: Jasper

AVIATION PROJECT CONSULTANT AGREEMENT (FEDERAL ASSISTANCE)
(Revision 04/11/2018)

THIS AGREEMENT is entered into by Crawford Murphy and Tilly, Inc. (hereinafter the "Consultant"), and the City of Joplin, Missouri, (hereinafter the "Sponsor").

WITNESSETH:

WHEREAS, the Sponsor has selected the Consultant to perform professional services to accomplish a project at the Joplin Regional Airport; and

WHEREAS, the Federal Aviation Administration (FAA) is not a party to this Agreement, MoDOT and/or FAA land acquisition, environmental, planning, design and construction criteria and other requirements will be utilized unless specifically approved otherwise by the FAA; and

WHEREAS, the Sponsor intends to accomplish a project at the Joplin Regional Airport as listed in Exhibit I of this Agreement, entitled "Project Description", which is attached hereto and made a part of this Agreement.

NOW, THEREFORE, in consideration of the payments to be made and the covenants set forth in this Agreement to be performed by the Sponsor, the Consultant hereby agrees that it shall faithfully perform the professional services called for by this Agreement in the manner and under the conditions described in this Agreement.

(1) DEFINITIONS: The following definitions apply to these terms, as used in this Agreement:

(A) "SPONSOR" means the owner of the airport referenced above.

(B) "SPONSOR'S REPRESENTATIVE" means the person or persons designated in Section (23)(A) of this agreement by the Sponsor to represent the Sponsor in negotiations, communications, and various other contract administration dealings with the Consultant.

(C) Not Used.

(D) "CONSULTANT" means the firm providing professional services to

the Sponsor as a party to this Agreement.

(E) "CONSULTANT'S REPRESENTATIVE" means the person or persons designated in Section (23)(B) of this agreement by the Consultant to represent that firm in negotiations, communications, and various other contract administration dealings with the Sponsor.

(F) "DELIVERABLES" means all drawings and documents prepared in performance of this Agreement, to be delivered to and become the property of the Sponsor pursuant to the terms and conditions set out in Section (12) of this Agreement.

(G) "DISADVANTAGED BUSINESS ENTERPRISE (DBE)" means an entity owned and controlled by a socially and economically disadvantaged individual as defined in 49 Code of Federal Regulations (CFR) Part 26, which is certified as a DBE firm in Missouri by MoDOT. Appropriate businesses owned and controlled by women are included in this definition.

(H) "FAA" means the Federal Aviation Administration within the United States Department of Transportation (USDOT), headquartered at Washington, D.C., which acts through its authorized representatives.

(I) "INTELLECTUAL PROPERTY" consists of copyrights, patents, and any other form of intellectual property rights covering any data bases, software, inventions, training manuals, systems design or other proprietary information in any form or medium.

(J) "SUBCONSULTANT" means any individual, partnership, corporation, or joint venture to which the Consultant, with the written consent of the Sponsor, subcontracts any part of the professional services under this Agreement but shall not include those entities which supply only materials or supplies to the Consultant.

(K) "SUSPEND" the services means that the services as contemplated herein shall be stopped on a temporary basis. This stoppage will continue until the Sponsor either decides to terminate the project or reactivate the services under the conditions then existing.

(L) "TERMINATE", in the context of this Agreement, means the cessation or quitting of this Agreement based upon the action or inaction of the Consultant, or the unilateral cancellation of this Agreement by the Sponsor.

(M) "USDOT" means the United States Department of Transportation, headquartered at Washington, D.C., which acts through its authorized representatives.

(N) "SERVICES" includes all professional engineering and related services and the furnishing of all equipment, supplies, and materials in conjunction with

such services as are required to achieve the broad purposes and general objectives of this Agreement.

(2) SCOPE OF SERVICES:

(A) The services covered by this Agreement shall include furnishing the professional, technical, and other personnel and the equipment, material and all other things necessary to accomplish the proposed project detailed in Exhibit I of this Agreement.

(B) The specific services to be provided by the Consultant are set forth in Exhibit II of this Agreement, entitled "Scope of Services," which is attached hereto and made a part of this Agreement.

(3) ADDITIONAL SERVICES: The Sponsor reserves the right to direct additional services not described in Exhibit II as changed or unforeseen conditions may require. Such direction by the Sponsor shall not be a breach of this Agreement. In this event, a Supplemental Agreement will be negotiated and executed prior to the Consultant performing the additional or changed services, or incurring any additional cost for those additional services. Any changes in the maximum compensation and fee, or time and schedule of completion, will be covered in the Supplemental Agreement. Supplemental Agreements must be approved by the FAA to ensure additional funding is available.

(4) INFORMATION AND SERVICES PROVIDED BY THE SPONSOR:

(A) At no cost to the Consultant and in a timely manner, the Sponsor will provide available information of record which is pertinent to this project to the Consultant upon request. In addition, the Sponsor will provide the Consultant with the specific items or services set forth in Exhibit III of this Agreement, entitled "Services Provided by the Sponsor", which is attached hereto and made a part of this Agreement. The Consultant shall be entitled to rely upon the accuracy and completeness of such information, and the Consultant may use such information in performing services under this Agreement.

(B) The Consultant shall review the information provided by the Sponsor and will as expeditiously as possible advise the Sponsor of any of that information which the Consultant believes is inaccurate or inadequate or would otherwise have an effect on its design or any of its other activities under this Agreement. In such case, the Consultant shall provide new or verified data or information as necessary to meet the standards required under this Agreement. Any additional work required of the Consultant as the result of inaccurate or inadequate information provided by the Sponsor will be addressed per the provisions of Section (3) of this Agreement. The Consultant shall not be liable for any errors, omissions, or deficiencies resulting from inaccurate or inadequate information furnished by the Sponsor which inaccuracies or inadequacies are not detected by the Consultant, unless the errors should have been

detected by the Consultant through reasonable diligence.

(5) RESPONSIBILITY OF THE CONSULTANT:

(A) The Consultant shall comply with applicable local, state and federal laws and regulations governing these services, as published and in effect on the date of this Agreement. The Consultant shall provide the services in accordance with the criteria and requirements established and adopted by the Sponsor; and if none are expressly established in this Agreement, published manuals and policies of the FAA which shall be furnished by the Sponsor upon request; and, absent the foregoing, manuals and policies of the FAA, as published and in effect on the date of this Agreement.

(B) Without limiting the foregoing, land acquisition, environmental, planning, design and construction criteria will be in accordance with the information set out in Exhibit II of this Agreement.

(C) The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of designs, drawings, specifications, and other services furnished under this Agreement. At any time during construction of the Sponsor project associated with this Agreement or during any phase of work performed by others on said project that is based upon data, plans, designs, or specifications provided by the Consultant, the Consultant shall prepare any data, plans, designs, or specifications needed to correct any negligent acts, errors, or omissions of the Consultant or anyone for whom it is legally responsible in failing to comply with the foregoing standard. The services necessary to correct such negligent acts, errors, or omissions shall be performed without additional compensation, even though final payment may have been received by the Consultant. The Consultant shall provide such services as expeditiously as is consistent with professional performance. Acceptance of the services will not relieve the Consultant of the responsibility to correct such negligent acts, errors, or omissions.

(D) Completed design reports, plans and specifications, plans and specifications submitted for review by permit authorities, and plans and specifications issued for construction shall be signed, sealed, and dated by a Professional Engineer registered in the State of Missouri. Incomplete or preliminary plans or other documents, when submitted for review by others, shall not be sealed, but the name of the responsible engineer, along with the engineer's Missouri registration number, shall be indicated on the design report, plans and specifications or included in the transmittal document. In addition, the phrase "Preliminary - Not for Construction," or similar language, shall be placed on the incomplete or preliminary plan(s) in an obvious location where it can readily be found, easily read, and not obscured by other markings, as a disclosure to others that the design report, plans and specifications are incomplete or preliminary. When the design report, plans and specifications are completed, the phrase "Preliminary - Not for Construction" or similar language shall be removed and the design report, plans and specifications shall thereupon be sealed.

(E) The Consultant shall cooperate fully with the Sponsor's activities on adjacent projects as may be directed by the Sponsor. This shall include attendance at meetings, discussions, and hearings as requested by the Sponsor. The minimum number and location of meetings shall be defined in Exhibit II.

(F) In the event any lawsuit or court proceeding of any kind is brought against the Sponsor, arising out of or relating to the Consultant's activities or services performed under this Agreement or any project of construction undertaken employing the deliverables provided by the Consultant in performing this Agreement, the Consultant shall have the affirmative duty to assist the Sponsor in preparing the Sponsor's defense, including, but not limited to, production of documents, trials, depositions, or court testimony. Any assistance given to the Sponsor by the Consultant will be compensated at an amount or rate negotiated between the Sponsor and the Consultant as will be identified in a separate agreement between the Sponsor and the Consultant. To the extent the assistance given to the Sponsor by the Consultant was necessary for the Sponsor to defend claims and liability due to the Consultant's negligent acts, errors, or omissions, the compensation paid by the Sponsor to the Consultant will be reimbursed to the Sponsor.

(6) NO SOLICITATION WARRANTY: The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Sponsor will have the right to terminate this Agreement without liability, or at its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee, plus costs of collection including reasonable attorney's fees.

(7) DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS:

(A) DBE Goal: The following DBE goal has been established for this Agreement. The dollar value of services and related equipment, supplies, and materials used in furtherance thereof which is credited toward this goal will be based on the amount actually paid to DBE firms. The goal for the percentage of services to be awarded to DBE firms is 0% of the total Agreement dollar value.

(B) Eligibility of DBE's: Only those firms currently certified as DBE's by MoDOT, City of St. Louis/Lambert Airport Authority, Metro, City of Kansas City, and Kansas City Area Transportation Authority are eligible to participate as DBEs on this contract. A list of these firms is available on MoDOT's Office of External Civil Rights webpage at the following address under the MRCC DBE Directory:

http://www.modot.org/business/contractor_resources/External_Civil_Rights/DBE_progra

m.htm

(C) Consultant's Certification Regarding DBE Participation: The Consultant's signature on this Agreement constitutes the execution of all DBE certifications which are a part of this Agreement. The Consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the Sponsor deems appropriate, which may include, but is not limited to: withholding monthly progress payments; assessing sanctions; liquidated damages; and/or disqualifying the Consultant from future bidding as non-responsible.

1. Policy: It is the policy of the USDOT and the Sponsor that businesses owned by socially and economically disadvantaged individuals (DBEs) as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds. Thus, the requirements of 49 CFR Part 26 apply to this Agreement.

2. Obligation of the Consultant to DBEs: The Consultant agrees to assure that DBEs have the maximum opportunity to participate in the performance of this Agreement and any subconsultant agreement financed in whole or in part with federal funds. In this regard the Consultant shall take all necessary and reasonable steps to assure that DBEs have the maximum opportunity to compete for and perform services. The Consultant shall not discriminate on the basis of race, color, religion, creed, disability, sex, age, or national origin in the performance of this Agreement or in the award of any subsequent subconsultant agreement. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT assisted agreements and contracts. Failure by the Consultant to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy, as the recipient deems appropriate.

3. Geographic Area for Solicitation of DBEs: The Consultant shall seek DBEs in the same geographic area in which the solicitation for other Subconsultants is made. If the Consultant cannot meet the DBE goal using DBEs from that geographic area, the Consultant shall, as a part of the effort to meet the goal, expand the search to a reasonably wider geographic area.

4. Determination of Participation Toward Meeting the DBE Goal: DBE participation shall be counted toward meeting the goal as follows:

A. Once a firm is determined to be a certified DBE, the total dollar value of the subconsultant agreement awarded to that DBE is counted toward the DBE goal set forth above.

B. The Consultant may count toward the DBE goal a portion of the total dollar value of a subconsultant agreement with a joint venture eligible under the DBE standards equal to the percentage of the ownership and control of the DBE partner in the joint venture.

C. The Consultant may count toward the DBE goal expenditures to DBEs who perform a commercially useful function in the completion of services required in this Agreement. A DBE is considered to perform a commercially useful function when the DBE is responsible for the execution of a distinct element of the services specified in the Agreement and the carrying out of those responsibilities by actually performing, managing and supervising the services involved and providing the desired product.

D. A Consultant may count toward the DBE goal its expenditures to DBE firms consisting of fees or commissions charged for providing a bona fide service, such as professional, technical, consultant, or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for the performance of this Agreement, provided that the fee or commission is determined by the Sponsor to be reasonable and not excessive as compared with fees customarily allowed for similar services.

E. The Consultant is encouraged to use the services of banks owned and controlled by socially and economically disadvantaged individuals.

5. Replacement of DBE Subconsultants: The Consultant shall make good faith efforts to replace a DBE Subconsultant who is unable to perform satisfactorily with another DBE Subconsultant. Replacement firms must be approved by the Sponsor and FAA.

6. Verification of DBE Participation: Prior to the release of the retained percentage by the Sponsor, the Consultant shall file a list with the Sponsor showing the DBEs used and the services performed. The list shall show the actual dollar amount paid to each DBE that is applicable to the percentage participation established in this Agreement. Failure on the part of the Consultant to achieve the DBE participation specified in this Agreement may result in sanctions being imposed on the Sponsor for noncompliance with 49 CFR Part 26. If the total DBE participation is less than the goal amount stated by the Sponsor, the Sponsor may sustain damages, the exact extent of which would be difficult or impossible to ascertain. Therefore, in order to liquidate such damages, the monetary difference between the amount of the DBE goal dollar amount and the amount actually paid to the DBEs for performing a commercially useful function will be deducted from the Consultant's payments as liquidated damages. If this Agreement is awarded with less than the goal amount stated above by the Sponsor, that lesser amount shall become the goal amount and shall be used to determine liquidated damages. No such deduction will be made when, for reasons beyond the control of the Consultant, the DBE goal amount is not met.

7. Documentation of Good Faith Efforts to Meet the DBE Goal: The Agreement goal established by the Sponsor is stated above in Subsection (7)(A). The Consultant must document the good faith efforts it made to achieve that DBE goal, if the agreed percentage specified in Subsection (7)(C)(8) below is less than the percentage stated in Subsection (7)(A). Good faith efforts to meet this DBE goal amount may include such items as, but are not limited to, the following:

A. Attended a meeting scheduled by the Sponsor to inform DBEs of contracting or consulting opportunities.

B. Advertised in general circulation trade association and socially and economically disadvantaged business directed media concerning DBE subcontracting opportunities.

C. Provided written notices to a reasonable number of specific DBEs that their interest in a subconsultant agreement is solicited in sufficient time to allow the DBEs to participate effectively.

D. Followed up on initial solicitations of interest by contacting DBEs to determine with certainty whether the DBEs were interested in subconsulting work for this Agreement.

E. Selected portions of the services to be performed by DBEs in order to increase the likelihood of meeting the DBE goal (including, where appropriate, breaking down subconsultant agreements into economically feasible units to facilitate DBE participation).

F. Provided interested DBEs with adequate information about plans, specifications and requirements of this Agreement.

G. Negotiated in good faith with interested DBEs, and did not reject DBEs as unqualified without sound reasons based on a thorough investigation of their capabilities.

H. Made efforts to assist interested DBEs in obtaining any bonding, lines of credit or insurance required by the Sponsor or by the Consultant.

I. Made effective use of the services of available disadvantaged business organizations, minority contractors' groups, disadvantaged business assistance offices, and other organizations that provide assistance in the recruitment and placement of DBE firms.

8. DBE Participation Obtained by Consultant: The Consultant has obtained DBE participation and agrees to use DBE firms to complete at least 0% of the total services to be performed under this Agreement, by dollar value. All DBE firms

which the Consultant intends to use, including DBE firm participation above and beyond the goal established in Subsection (7)(A), and the type and dollar value of the services each DBE will perform, is as follows:

(A) DBE NAME AND ADDRESS	(B) TYPE OF DBE SERVICE	(C) DOLLAR VALUE OF DBE SUB-CONTRA	(D) PERCENT APPLICA BLE TO DBE GOAL	(E) DOLLAR AMOUNT APPLICAB LE TO DBE GOAL	(F) PERCENT OF TOTAL CONTRACT (C / TOTAL CONTRACT
TOTAL DBE PARTICIPATION				$0.00	0%

9. Good Faith Efforts to Obtain DBE Participation: If the Consultant's agreed DBE goal amount as specified in Subsection (7)(C)(8) is less than the Sponsor's DBE goal given in Subsection (7)(A), then the Consultant certifies good faith efforts were taken by Consultant in an attempt to obtain the level of DBE participation set by the Sponsor in Subsection (7)(A). Documentation of the Consultant's good faith efforts is to be submitted with this Agreement to the Sponsor and a copy submitted to the FAA.

(8) SUBCONSULTANTS:

(A) The Consultant agrees that except for those firms and for those services listed below, there shall be no transfer of engineering services performed under this Agreement without the written consent of the Sponsor. Subletting, assignment, or transfer of the services or any part thereof to any other corporation, partnership, or individual is expressly prohibited. Any violation of this clause will be deemed cause for termination of this Agreement.

EXCEPTIONS (Subconsultant information):

List all Subconsultant(s) to be used for any piece of work outlined in this agreement, excluding DBE Firms listed in the DBE Participation Subsection (7)(C)(8), DBE Participation Obtained by Consultant, in this agreement. If none, write "N/A" in the first row of the first column.

FIRM NAME	COMPLETE ADDRESS	NATURE OF SERVICES	SUBCONTRACT AMOUNT
Alliiance	400 Clifton Avenue Minneapolis, MN 55403	Passenger Boarding Bridge Planning	$ 21,840.00

(B) The Consultant agrees and shall require the selected Subconsultants to maintain books, documents, papers, accounting records, and other evidence pertaining to direct costs and expenses incurred under the Agreement and to make such materials available at their offices at reasonable times during the Agreement period and for three (3) years from the date of final payment under the Agreement for inspection by the Sponsor or any of its authorized representatives (or any authorized representative of the federal government), and copies thereof shall be furnished.

(C) Unless waived or modified by the Sponsor, the Consultant agrees to require, and shall provide evidence to the Sponsor, that those Subconsultants shall maintain commercial general liability, automobile liability, professional liability and worker's compensation and employer's liability insurance, or alternatively, a comparable umbrella insurance policy submitted to and approved by the FAA, for not less than the period of services under such subconsultant agreements, and in an amount equal to the Sponsor's sovereign immunity caps as stated in section 537.600 RSMo and subsequently adjusted by the Missouri Department of Insurance. If the statutory limit of liability for a type of liability specified in this section is repealed or does not exist, the minimum coverage shall not be less than the following amounts:

1. Commercial General Liability: $500,000.00 per person up to $3,000,000.00 per occurrence;

2. Automobile Liability: $500,000.00 per person up to $3,000,000.00 per occurrence;

3. Worker's Compensation in accordance with the statutory limits; and Employer's Liability: $1,000,000.00; and

4. Professional Liability: $1,000,000.00, each claim and in the annual aggregate.

(D) The subletting of the services will in no way relieve the Consultant of its primary responsibility for the quality and performance of the services to be performed hereunder, and the Consultant shall assume full liability for the services performed by its Subconsultants.

(E) The payment for the services of any Subconsultants will be reimbursed at cost by the Sponsor in accordance with the submitted invoices for such services, as set forth in Section (9), entitled "Fees and Payments".

(F) The Consultant agrees to furnish a list of any MoDOT-approved DBE Subconsultants under this Agreement upon the request of the Sponsor or the FAA. Further, the Consultant agrees to report to the Sponsor on a monthly basis the actual payments made by the Consultant to such DBE Subconsultants.

(G) The Consultant agrees that any agreement between the Consultant and any Subconsultant shall be an actual cost plus fixed fee agreement if the amount of the agreement between the Consultant and Subconsultant exceeds Twenty-Five Thousand Dollars ($25,000). Subconsultant agreements for amounts of $25,000 or less may be lump sum or actual cost plus fixed fee as directed by the Sponsor.

(9) FEES AND PAYMENTS:

(A) The Consultant shall not proceed with the services described herein until the Consultant receives written authorization in the form of a Notice to Proceed from the Sponsor.

(B) The amount to be paid to the Consultant by the Sponsor as full remuneration for the performance of all services called for in this Agreement will be on the following basis, except that the lump sum fee for labor, overhead and profit plus other costs will not exceed a maximum amount payable of **$97,810.88,** which is shown in Exhibit IV, "Derivation of Consultant Project Costs", and Exhibit V, "Engineering Basic and Special Services-Cost Breakdown" attached hereto and made a part of this Agreement. Payment under the provisions of this Agreement is limited to those costs incurred in accordance with generally accepted accounting principles to the extent they are considered necessary to the execution of the item of service.

(C) The Consultant's fee shall include the hourly salary of each associate and employee, salary-related expenses, general overhead, and direct non-salary costs as allowed by 48 CFR Part 31, the Federal Acquisition Regulations (FAR), and 23 CFR 172, Procurement, Management, and Administration of Engineering and Design Related Services. The hourly salary of each associate and employee is defined as the actual productive salaries expended to perform the services. The other billable costs for the project are defined as follows:

1. Salary-related expenses are additions to payroll cost for holidays, sick leave, vacation, group insurance, worker's compensation insurance, social security taxes (FICA), unemployment insurance, disability taxes, retirement benefits, and other related items.

2. General overhead cost additions are for administrative salaries (including non-productive salaries of associates and employees), equipment rental and maintenance, office rent and utilities, office maintenance, office supplies, insurance, taxes, professional development expenses, legal and audit fees, professional dues and licenses, use of electronic computer for accounting, and other related items.

3. Direct non-salary costs incurred in fulfilling the terms of this

Agreement, such as but not limited to travel and subsistence, subcontract services, reproductions, computer charges, materials and supplies, and other related items, will be charged at actual cost without any override or additives.

4. The additions to productive salaries for Items in Subsections (9)(C) 1 and 2 will be established based on the latest audit.

5. The Consultant shall provide a detailed man hour/cost breakdown for each phase of the project indicating each job classification with base wage rates and the number of hours associated with each phase. The breakdown shall include work activities and be in sufficient detail to reflect the level of effort involved. This information shall be attached hereto and made a part of this Agreement as Exhibit V "Engineering Basic and Special Services -Cost Breakdown".

6. The Consultant shall provide a detailed breakdown of all Subconsultant fees, including overhead and profit, when requested by the Sponsor and/or the FAA. Once the cumulative amount to be paid to a Subconsultant by the Consultant, as full remuneration for the performance of services, as called for in this Agreement and any supplemental agreements hereafter, equals or exceeds Twenty-Five Thousand Dollars ($25,000), submittal of a separate Exhibit IV, "Derivation of Consultant Project Costs" and Exhibit V, "Engineering Basic and Special Services-Cost Breakdown", prepared to solely reflect the Subconsultant's fees shall be attached hereto and made a part of this Agreement, subject to the process described in Section (3) of this Agreement. These Exhibits prepared to reflect the Subconsultant's fees shall be labeled Exhibit IV-A and Exhibit V-A, respectively.

7. The Consultant shall provide a detailed breakdown of all travel expense, living expense, reproduction expense, and any other expense that may be incurred throughout the project. These expenses must be project specific and not covered in or by an overhead rate.

8. The property and equipment used on this project such as automotive vehicles, survey equipment, office equipment, etc., shall be owned, rented, or leased by the Consultant, and charges will be made to the project for the use of such property at the rate established by company policies and practices. Approval of the Sponsor and the FAA will be required prior to acquisition of reimbursable special equipment.

9. The Consultant agrees to pay each Subconsultant under this Agreement for satisfactory performance of its contract no later than 15 days from the Consultant's receipt of each payment the Consultant receives from the Sponsor. The Consultant agrees further to return retainage payments to each Subconsultant within 15 days after the Subconsultant's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Sponsor. This clause applies to both DBE and non-DBE Subconsultants.

(D) The Consultant shall submit an invoice for services rendered to the Sponsor not more than once every month. A progress summary indicating the current status of the services shall be submitted along with each invoice. Upon receipt of the invoice and progress summary, the Sponsor will, as soon as practical, but not later than 30 days from receipt, pay the Consultant for the services rendered, including the proportion of the fixed fee earned as reflected by the estimate of the portion of the services completed as shown by the progress summary, less partial payments previously made. A late payment charge of one and one half percent (1.5%) per month shall be assessed for those invoiced amounts not paid, through no fault of the Consultant, within 30 days after the Sponsor 's receipt of the Consultant's invoice. The Sponsor will not be liable for the late payment charge on any invoice which requests payment for costs which exceed the proportion of the maximum amount payable earned as reflected by the estimate of the portion of the services completed, as shown by the progress summary. The payment, other than the fixed fee, will be subject to final audit of actual expenses incurred during the period of the Agreement.

(E) The Sponsor may hold a percentage of the amount earned by the Consultant, not to exceed two percent (2%), until 100% of services as required by Section (2), "Scope of Services," of this Agreement are completed and have been received and approved by the Sponsor and the FAA. The payment will be subject to final audit of actual expenses during the period of the Agreement. Upon completion and acceptance of all services required by Section (2), "Scope of Services," the two percent (2%) retainage will be paid to the Consultant. As an alternative to withholding two percent (2%) retainage as set forth above, the Sponsor may accept a letter of credit or the establishment of an escrow account in the amount of said retainage and upon such other terms and conditions as may be acceptable to the Sponsor and the Consultant. If a letter of credit or escrow account is not acceptable to the Sponsor, then the percent retainage will control.

(10) PERIOD OF SERVICE:

(A) The services, and if more than one, then each phase thereof, shall be completed in accordance with the schedule contained in Exhibit VI, "Performance Schedule," attached hereto and made a part of this Agreement. The Consultant and the Sponsor will be required to meet this schedule.

(B) The Consultant and Sponsor will be required to meet the schedules in this Agreement. The Sponsor will grant time extensions for delays due to unforeseeable causes beyond the control of and without fault or negligence of the Consultant and no claim for damage shall be made by either party. Requests for extensions of time shall be made in writing by the Consultant before that phase of work is scheduled to be completed, stating fully the events giving rise to the request and justification for the time extension requested. The anticipated date of completion of the work, including review time, is stated in Exhibit VI of this Agreement. An extension of time shall be the sole allowable compensation for any such delays, except as otherwise

provided in Section (3) for additional/changed work and differing/unforeseen conditions. Any extensions or additional costs shall be subject to FAA approval.

(C) As used in this provision, the term "delays due to unforeseeable causes" include but are not limited to the following:

1. War or acts of war, declared or undeclared;

2. Flooding, earthquake, or other major natural disaster preventing the Consultant from performing necessary services at the project site, or in the Consultant's offices, at the time such services must be performed;

3. The discovery on the project of differing site conditions, hazardous substances, or other conditions which, in the sole judgment of the Sponsor, justifies a suspension of the services or necessitates modifications of the project design or plans by the Consultant;

4. Court proceedings;

5. Changes in services or extra services.

(11) TERMINATION OF AGREEMENT – 2 CFR § 200 Appendix II(B):

(A) Termination for Convenience:

1. The Sponsor may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of the Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Sponsor, the Consultant must immediately discontinue all services affected.

2. Upon termination of the Agreement, the Consultant must deliver to the Sponsor all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Consultant under this Agreement, whether complete or partially complete.

3. The Sponsor agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

4. The Sponsor further agrees to hold the Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

(B) Termination for Default:

1. Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

2. The terminating party must provide the breaching party seven days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

3. Termination by the Sponsor:

a. The Sponsor may terminate this Agreement, in whole or in part, for the failure of the Consultant to:

i. Perform the services within the time specified in this Agreement or by Sponsor-approved extension;

ii. Make adequate progress so as to endanger satisfactory performance of the Project; or

iii. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

b. Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Sponsor all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Consultant under this Agreement, whether complete or partially complete.

c. The Sponsor agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

d. The Sponsor further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

e. If, after finalization of the termination action, the Sponsor determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Sponsor issued the termination for

the convenience of the Sponsor.

4. Termination by Consultant:

a. The Consultant may terminate this Agreement in whole or in part, if the Sponsor:

i. Defaults on its obligations under this Agreement;

ii. Fails to make payment to the Consultant in accordance with the terms of this Agreement; or

iii. Suspends the Project for more than one hundred eighty (180) days due to reasons beyond the control of the Consultant.

b. Upon receipt of a notice of termination from the Consultant, the Sponsor agrees to cooperate with the Consultant for the purpose of terminating the Agreement or a portion thereof, by mutual consent. If the Sponsor and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Sponsor's breach of the Agreement.

c. In the event of termination due to Sponsor breach, the Consultant is entitled to invoice the Sponsor and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. The Sponsor agrees to hold the Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

(12) OWNERSHIP OF DRAWINGS AND DOCUMENTS:

(A) All drawings and documents prepared in performance of this Agreement shall be delivered to and become the property of the Sponsor upon suspension, abandonment, cancellation, termination, or completion of the Consultant's services hereunder; provided, however,

1. The Consultant shall have the right to their future use with written permission of the Sponsor;

2. The Consultant shall retain its rights in its standard drawing details, designs, specifications, CADD files, databases, computer software, and any other proprietary property; and

3. The Consultant shall retain its rights to intellectual property

developed, utilized, or modified in the performance of the services subject to the following:

A. Copyrights. Sponsor, as the contracting agency, reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Governmental purposes:

I. The copyright in any works developed under this Agreement, or under a subgrant or contract under this Agreement; and

II. Any rights of copyright to which Sponsor, its Consultant or Subconsultant purchases ownership with payments provided by this Agreement.

B. Patents. Rights to inventions made under this Agreement shall be determined in accordance with 37 CFR Part 401. The standard patent rights clause at 37 CFR § 401.14, as modified below, is hereby incorporated by reference.

I. The terms "to be performed by a small business firm or domestic nonprofit organization" shall be deleted from paragraph (g)(1) of the clause;

II. Paragraphs(g)(2) and (g)(3) of the clause shall be deleted; and

III. Subsection (I) of the clause, entitled "communication" shall read as follows: "(I) Communication. All notifications required by this clause shall be submitted to the Sponsor ".

IV. The following terms in 37 CFR 401.14 shall for the purpose of this Agreement have the following meaning:

Contractor - Consultant

Government and Federal Agency - Sponsor

Subcontractor - Subconsultant

4. Basic survey notes, design computations, and other data prepared under this Agreement shall be made available for use by the Sponsor without further compensation and without restriction or limitation on their use.

(B) Electronically Produced Documents:

1. Electronically produced documents will be submitted to the

Sponsor, and the FAA in data files compatible with MicroStation V8i (specify CADD version) and Adobe PDF. The Consultant makes no warranty as to the compatibility of the data files beyond the above specified release or version of the stated software.

2. Because data stored on electronic media can deteriorate undetected or be modified without the Consultant's knowledge, the electronic data files submitted to the Sponsor will have an acceptance period of 60 calendar days after receipt by the Sponsor. If during that period the Sponsor finds any errors or omissions in the files, the Consultant will correct the errors or omissions as a part of this Agreement. However, any changes requested by the Sponsor during the 60 calendar day acceptance period that constitute Additional Services under Section (3) shall be compensated in accordance with the terms of the Agreement. The Consultant will not be responsible for maintaining copies of the submitted electronic data files after the acceptance period.

3. Any changes requested after the acceptance period will be considered additional services for which the Consultant shall be reimbursed at the hourly rates established herein plus the cost of materials.

4. The data on the electronic media shall not be considered the Consultant's instrument of service. Only the submitted hard copy documents with the Consultant Engineer's seal on them will be considered the instrument of service. The Consultant's nameplate shall be removed from all electronic media provided to the Sponsor.

(C) The Sponsor may incorporate any portion of the deliverables into a project other than that for which they were performed, without further compensation to the Consultant; provided however, that (1) such deliverables shall thereupon be deemed to be the work product of the Sponsor, and the Sponsor shall use same at its sole risk and expense; and (2) the Sponsor shall remove the Consultant's name, seal, endorsement, and all other indices of authorship from the deliverables.

(13) DECISIONS UNDER THIS AGREEMENT AND DISPUTES:

(A) The Sponsor will determine the acceptability of the drawings, specifications, and estimates and all other deliverables to be furnished, and will decide the questions that may arise relative to the proper performance of this Agreement. The determination of acceptable deliverables may occur following final payment, and as late as during the construction of the project which decisions shall be conclusive, binding and incontestable, if not arbitrary, capricious or the result of fraud.

(B) The Sponsor will decide all questions which may arise as to the quality, quantity, and acceptability of services performed by Consultant and as to the rate of progress of the services; all questions which may arise as to the interpretation of the plans and specifications; all questions as to the acceptable fulfillment of the Agreement on the part of the Consultant; the proper compensation for performance or

breach of the Agreement; and all claims of any character whatsoever in connection with or growing out of the services of the Consultant, whether claims under this Agreement or otherwise. The Sponsor's decisions shall be conclusive, binding and incontestable if not arbitrary, capricious or the result of fraud.

(C) If the Consultant has a claim for payment against the Sponsor which in any way arises out of the provisions of this Agreement or the performance or non-performance hereunder, written notice of such claim must be made within sixty (60) days of the Consultant's receipt of payment for the retained percentage. Notwithstanding Section (23) of this Agreement, the notice of claim shall be personally delivered or sent by certified mail to the Sponsor. The notice of claim shall contain an itemized statement showing completely and fully the items and amounts forming the basis of the claim and the factual and legal basis of the claim.

(D) Any claim for payment or an item of any such claim not included in the notice of claim and itemized statement, or any such claim not filed within the time provided by this provision shall be forever waived, and shall neither constitute the basis of nor be included in any legal action, counterclaim, set-off, or arbitration against the Sponsor.

(E) The claims procedure in Subsections (13)(C) and (D) does not apply to any claims of the Sponsor against the Consultant. Further, any claims of the Sponsor against the Consultant under this Agreement are not waived or estopped by the claims procedure in Subsections (13)(C) and (D).

(F) Not withstanding Subsections (13)(A) through (E) above, in the event of any material dispute hereunder, both parties agree to pursue, diligently and in good faith, a mutually acceptable resolution.

(14) SUCCESSORS AND ASSIGNS: The Sponsor and the Consultant agree that this Agreement and all agreements entered into under the provisions of this Agreement shall be binding upon the parties hereto and their successors and assigns.

(15) INDEMNIFICATION RESPONSIBILITY:

(A) The Consultant agrees to save harmless the Sponsor and the FAA from all liability, losses, damages, and judgments for bodily injury, including death and property damage to the extent due to the Consultant's negligent acts, errors, or omissions in the services performed or to be performed under this Agreement, including those negligent acts, errors, or omissions of the Consultant's employees, agents, and Subconsultants.

(B) The Consultant shall be responsible for the direct damages incurred by the Sponsor as result of the negligent acts, errors, or omissions of the Consultant or anyone for whom the Consultant is legally responsible, and for any losses or costs to repair or remedy construction as a result of such negligent acts, errors or

omissions; provided, however, the Consultant shall not be liable to the Sponsor for such losses, costs, repairs and/or remedies which constitute betterment of or an addition of value to the construction or the project.

(C) Neither the Sponsor's review, approval or acceptance of or payment for any services required under this Agreement, nor the termination of this Agreement prior to its completion, will be construed to operate as a waiver of any right under this Agreement or any cause of action arising out of the performance of this Agreement. This indemnification responsibility survives the completion of this Agreement, as well as the construction of the project at some later date, and remains as long as the construction contractor may file or has pending a claim or lawsuit against the Sponsor on this project arising out of the Consultant's services hereunder.

(16) INSURANCE:

(A) The Consultant shall maintain commercial general liability, automobile liability, and worker's compensation and employer's liability insurance in full force and effect to protect the Consultant from claims under Worker's Compensation Acts, claims for damages for personal injury or death, and for damages to property from the negligent acts, errors, or omissions of the Consultant and its employees, agents, and Subconsultants in the performance of the services covered by this Agreement, including, without limitation, risks insured against in commercial general liability policies.

(B) The Consultant shall also maintain professional liability insurance to protect the Consultant against the negligent acts, errors, or omissions of the Consultant and those for whom it is legally responsible, arising out of the performance of professional services under this Agreement.

(C) The Consultant's insurance coverages shall be for not less than the following limits of liability:

1. Commercial General Liability: $500,000.00 per person up to $3,000,000.00 per occurrence;

2. Automobile Liability: $500,000.00 per person up to $3,000,000.00 per occurrence;

3. Worker's Compensation in accordance with the statutory limits; and Employer's Liability: $1,000,000.00; and

4. Professional ("Errors and Omissions") Liability: $1,000,000.00, each claim and in the annual aggregate.

(D) In lieu of the minimum coverage stated in Subsections (16)(C)(1) and (C)(2) above, the Consultant may obtain insurance at all times in an amount equal to the Sponsor's sovereign immunity caps as stated in section 537.600 RSMo and

subsequently adjusted by the Missouri Department of Insurance. If the statutory limit of liability for a type of liability specified in this section is repealed or does not exist, the Consultant shall obtain insurance with the minimum coverage stated in Subsections (16)(C)(1) and (C)(2) above.

(E) The Consultant shall, upon request at any time, provide the Sponsor with certificates of insurance evidencing the Consultant's commercial general or professional liability ("Errors and Omissions") policies and evidencing that they and all other required insurance is in effect, as to the services under this Agreement.

(F) Any insurance policy required as specified in Section (16) shall be written by a company which is incorporated in the United States of America or is based in the United States of America. Each insurance policy must be issued by a company authorized to issue such insurance in the State of Missouri.

(17) CONSTRUCTION PHASE OF THE PROJECT:

(A) This Agreement does not include construction phase services. Review of shop drawings and other construction phase services can be added by Supplemental Agreement after design has been completed and the construction contract period has been determined.

(B) Because the Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over the construction contractor(s)' methods of determining prices, or over competitive bidding or market conditions, any of the Consultant's opinions of probable project costs and/or construction cost, if provided for herein, are to be made on the basis of the Consultant's experience and qualifications and represent the Consultant's best judgment as an experienced and qualified design professional, familiar with the construction industry, but the Consultant cannot and does not guarantee that proposals, bids, or actual total project costs and/or construction costs will not vary from opinions of probable costs prepared by the Consultant.

(C) The Consultant shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the construction work, since these are solely the construction contractor(s)' responsibility under the construction contract(s). The Consultant shall not be responsible for the construction contractor(s)' schedules or failure to carry out the construction work in accordance with the construction contract(s). The Consultant shall not have control over or charge of acts of omissions of the construction contractor(s), or any of its or their subcontractors, agents, or employees, or of any other persons performing portions of the construction work.

(18) NONDISCRIMINATION ASSURANCE: During the performance of this Agreement, the Consultant, for itself, its assignees, and successors in interest

Airport: Joplin Regional Airport
Federal Project No.: 3-29-0037-xxx
BIL Project No.: 3-29-0037-xxx

(hereinafter referred to as the "Consultant") agrees as follows:

(A) Compliance With Regulations: The Consultant will comply with the "Title VI List of Pertinent Nondiscrimination Acts and Authorities", as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement. In addition, the Consultant shall comply with all state statutes related to nondiscrimination.

(B) Nondiscrimination: The Consultant, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of Subconsultants, including procurements of materials and leases of equipment. The Consultant will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

(C) Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential Subconsultant or supplier will be notified by the Consultant of the Consultant's obligations under this Agreement and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

(D) Information and Reports: The Consultant will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the FAA to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish the information, the Consultant will so certify to the Sponsor or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.

(E) Sanctions for Noncompliance: In the event of a Consultant's noncompliance with the nondiscrimination provisions of this Agreement, the Sponsor will impose such contract sanctions as the FAA may determine to be appropriate, including, but not limited to:

1. Withholding payments to the Consultant under this Agreement until the Consultant complies; and/or

2. Cancelling, terminating, or suspending this Agreement, in whole or in part.

(F) Incorporation of Provisions: The Consultant will include these nondiscrimination provisions in every subcontract, including procurements of materials

and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Consultant will take action with respect to any subcontract or procurement as the Sponsor or the FAA may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, that if the Consultant becomes involved in, or is threatened with litigation by a Subconsultant or supplier because of such direction, the Consultant may request the Sponsor or the United States to enter into such litigation to protect the interests of the Sponsor or United States.

(H) Title VI List of Pertinent Nondiscrimination Acts and Authorities: During the performance of this Agreement, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "Consultant") agrees to comply with the following nondiscrimination statutes and authorities, including, but not limited to:

1. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);

2. 49 CFR Part 21 (Non-Discrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);

3. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

4. Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR Part 27;

5. The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);

6. Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);

7. The Civil Rights Restoration Act of 1987 (PL 100-209) (Broadened the scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

8. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain

testing entities (42 USC §§ 12131-12189) as implemented by U.S. Department of Transportation regulations at 49 CFR Parts 37 and 38;

9. The FAA's nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); and

12. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681 *et seq.*).

(19) APPROVAL: This Agreement is made and entered into subject to the approval of the FAA.

(20) AVIATION FEDERAL AND STATE CLAUSES:

(A) Civil Rights – 49 USC § 47123: The Consultant agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the Consultant and any subconsultants from the solicitation period through the completion of the Agreement. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

(B) Trade Restriction Certification – 49 U.S.C. § 50104, 49 CFR Part 30:

1. By execution of this Agreement, the Consultant certifies that with respect to this Agreement, the Consultant:

A. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);

B. has not knowingly entered into any contract or

subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and

C. has not entered into any subcontract for any product to be used on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

2. This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

3. The Consultant must provide immediate written notice to the Sponsor if the Consultant learns that its certification or that of a subconsultant was erroneous when submitted or has become erroneous by reason of changed circumstances. The Consultant must require subconsultants provide immediate written notice to the Consultant if at any time it learns that its certification was erroneous by reason of changed circumstances.

4. Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a Consultant or subconsultant:

A. who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or

B. whose subconsultants are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or

C. who incorporates in the public works project any product of a foreign country on such USTR list.

5. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a Consultant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

6. The Consultant agrees that it will incorporate this provision for certification without modification in all lower tier subcontracts. The Consultant may rely on the certification of a prospective subconsultant that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Consultant has knowledge that the certification is erroneous.

7. This certification is a material representation of fact upon which reliance was placed when entering into this Agreement. If it is later determined that the Consultant or subconsultant knowingly rendered an erroneous certification, the FAA may direct through the Sponsor cancellation of the Agreement for default at no cost to the Sponsor, MoDOT or the FAA.

(C) Eligible Employees - Executive Order 07-13:

1. The Consultant shall comply with all the provisions of Executive Order 07-13, issued by the Honorable Matt Blunt, Governor of Missouri, on the sixth (6th) day of March, 2007. This Executive Order, which promulgates the State of Missouri's position to not tolerate persons who contract with the state engaging in or supporting illegal activities of employing individuals who are not eligible to work in the United States, is incorporated herein by reference and made a part of this Agreement. By signing this Agreement, the Consultant hereby certifies that any employee of the Consultant assigned to perform services under this Agreement is eligible and authorized to work in the United States in compliance with federal law. In the event the Consultant fails to comply with the provisions of Executive Order 07-13, or in the event the Sponsor has reasonable cause to believe that the Consultant has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the Sponsor reserves the right to impose such contract sanctions as it may determine to be appropriate, including but not limited to contract cancellation, termination or suspension in whole or in part or both.

2. The Consultant shall include the above-provision concerning said Executive Order within every subcontract. The Consultant shall take such action with respect to any subcontract as the Sponsor may direct as a means of enforcing such provisions, including sanctions for noncompliance.

(D) Texting While Driving – Executive Order 13513, DOT Order 3902.10:

1. In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

2. In support of this initiative, the Sponsor encourages the Consultant to promote policies and initiatives for its employees and other work

personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Consultant must include the substance of this clause in all sub-tier contracts exceeding Three Thousand Five Hundred Dollars ($3,500) and involve driving a motor vehicle in performance of work activities associated with the project.

(E) Veteran's Preference – 49 USC § 47112(c): In the employment of labor (except in executive, administrative, and supervisory positions), the Consultant and all subconsultants must give preference to covered veterans as defined within Title 49 U.S.C. § 47112. Covered veterans include Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. § 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

(F) Federal Fair Labor Standards Act (Federal Minimum Wage) – 29 USC § 201, et seq.: All contracts and subcontracts that result from this Agreement incorporate by reference the provisions of 29 CFR Part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers. The Consultant has full responsibility to monitor compliance to the above-referenced statute and regulation. The Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

(G) Occupational Safety and Health Act of 1970 – 20 CFR Part 1910: All contracts and subcontracts that result from this Agreement incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The Consultant must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Consultant retains full responsibility to monitor its compliance and its subconsultants' compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The Consultant must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

(H) Energy Conservation Requirements – 2 CFR § 200, Appendix II(H): The Consultant and any subconsultants agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201 *et seq.*).

(I) Debarment and Suspension (Non-Procurement) – 2 CFR Part 180 (Subpart C), 2 CFR Part 1200, DOT Order 4200.5 DOT Suspension & Debarment Procedures & Ineligibility:

1. By executing this Agreement, the Consultant certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this Agreement.

2. The Consultant, by administering each lower tier subconsultant agreement that exceeds $25,000 as a "covered transaction", must verify each lower tier Subconsultant participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The Consultant will accomplish this by:

A. Checking the System for Award Management at website: https://www.sam.gov.

B. Collecting a certification statement similar to the statement in Subsection (20)(I)1.

C. Inserting a clause or condition in the covered transaction with the lower tier Subcontractor.

3. If the Sponsor or the FAA later determines that a lower tier participant failed to disclose to a higher tier that it was excluded or disqualified at the time it entered the covered transaction, the Sponsor or the FAA may pursue any available remedy, including suspension or debarment of the non-compliant participant.

(J) Lobbying and Influencing Federal Employees – 31 U.S.C. § 1352, 2 CFR § 200, Appendix II(J), 49 CFR Part 20, Appendix A:

1. The Consultant certifies by execution of this Agreement, to the best of its knowledge and belief, that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Consultant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Consultant shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with

its instructions.

C. The Consultant shall require that the language of this Subsection (20)(F) be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisitive for making or entering into this transaction imposed by Section 1352, Title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than Ten Thousand Dollars ($10,000) and not more than One Hundred Thousand Dollars ($100,000) for each such failure.

(K) Contract Workhours and Safety Standards Act Requirements – 2 CFR § 200 Appendix II (E)):

1. Overtime Requirements: No contractor or subcontractor contracting for any part of the Agreement work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in Subsection (20)(K)1. above, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the Sponsor and/or the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in Subsection (20)(K)1. above, in the sum of Ten Dollars ($10) for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in Subsection (20)(K)1. above.

3. Withholding for Unpaid Wages and Liquidated Damages: The FAA or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such

sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in Subsection (20)(K)2. above.

4. Subcontractors: The contractor or subcontractor shall insert in any subcontracts the clauses set forth in this Subsection (20) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this Subsection (20).

(L) Breach of Contract Terms Sanctions - 2 CFR §200 Appendix II(A): Any violation or breach of the terms of this Agreement on the part of the Consultant or any Subconsultant may result in the suspension or termination of this Agreement or such other action that may be necessary to enforce the rights of the parties of this Agreement. The Sponsor will provide the Consultant written notice that describes the nature of the breach and corrective actions the Consultant must undertake in order to avoid termination of this Agreement. The Sponsor reserves the right to withhold payments to the Consultant until such time the Consultant corrects the breach or the Sponsor elects to terminate this Agreement. The Sponsor's notice will identify a specific date by which the Consultant must correct the breach. The Sponsor may proceed with termination of this Agreement if the Consultant fails to correct the breach by deadline indicated in the Sponsor's notice. The duties and obligations imposed by the Agreement and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

(M) Clean Air and Water Pollution Control – 2 CFR 200 § 200, Appendix II(G): The Consultant agrees:

1. To comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. § 1251-1387); and

2. To report any violation to the Sponsor immediately upon discovery. The Sponsor assumes responsibility for notifying the Environmental Protection Agency and the FAA.

(N) Seismic Safety – 49 CFR Part 41: In the performance of design services, the Consultant agrees to furnish a building design and associated construction specification that conforms to a building code standard that provides a level of seismic safety substantially equivalent to standards as established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their building code after the current version of the International Building Code meet the NEHRP equivalency level for seismic safety. At the conclusion of the design services, the Consultant agrees to furnish the Sponsor a "certification of compliance" that attests conformance of the building design and the construction specifications with the seismic standards of NEHRP or an equivalent building code.

(O) Rights to Inventions – 2 CFR §200 Appendix II(F), 37 CFR §401. Not Used.

(P) Certification of Consultant Regarding Tax Delinquency and Felony Convictions: The Consultant certifies that it is not a corporation that:

1. Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; or

2. Was convicted of a criminal violation under any Federal law within the preceding twenty-four (24) months.

(21) ACTIONS: No action may be brought by either party hereto concerning any matter, thing, or dispute arising out of or relating to the terms, performance, non-performance, or otherwise of this Agreement except in the Circuit Court of Warren County, Missouri. The parties agree that this Agreement is entered into at Joplin, Missouri and substantial elements of its performance will take place or be delivered at Joplin Regional Airport, Missouri, by reason of which the Consultant consents to venue of any action against it in Warren County, Missouri. The Consultant shall cause this provision to be incorporated into all of its agreements with, and to be binding upon, all Subconsultants of the Consultant in the performance of this Agreement.

(22) AUDIT OF RECORDS: For purpose of an audit, the Consultant shall maintain all those records relating to direct costs and expenses incurred under this Agreement, including but not limited to invoices, payrolls, bills, receipts, etc. These records must be available at all reasonable times to the Sponsor, the FAA, and the Comptroller General of the United States or their designees and representatives, at the Consultant's offices, at no charge, during the Agreement period and any extension thereof, and for the three (3) year period following the date of final payment made under this Agreement. If the Sponsor has notice of a potential claim against the Consultant and/or the Sponsor based on the Consultant's services under this Agreement, the Consultant, upon written request of the Sponsor, shall retain and preserve its records until the Sponsor has advised the Consultant in writing that the disputed claim is resolved.

(23) NOTICE TO THE PARTIES: All notices or communications required by this Agreement shall be made in writing and shall be effective upon receipt by the Sponsor or the Consultant at their respective addresses of record. Letters or other documents which are prepared in 8.5 x 11 inch format may be delivered by telefax, provided that an original is received at the same address as that to which that telefax message was sent, within three (3) business days of the telefax transmission. Either party may change its address of record by written notice to the other party.

(A) Notice to the Sponsor: Notices to the Sponsor shall be addressed and delivered to the following Sponsor's representative, who is hereby designated by the Sponsor as its primary authorized representative for administration, interpretation, review, and enforcement of this Agreement and the services of the Consultant hereunder:

NAME AND TITLE OF SPONSOR'S	Allison Zahner		
SPONSOR'S NAME	City of Joplin, MO		
SPONSOR'S ADDRESS	602 S. Main Street, Joplin, MO 64801		
PHONE	(417) 623-0262	FAX	
E-MAIL ADDRESS	azahner@joplinmo.org		

The Sponsor reserves the right to substitute another person for the individual named at any time, and to designate one or more other representatives to have authority to act upon its behalf generally or in limited capacities, as the Sponsor may now or hereafter deem appropriate. Such substitution or designations shall be made by the Sponsor in a written notice to the Consultant.

(B) Notice to the Consultant: Notices to Consultant shall be addressed and delivered to Consultant's representative, as follows:

NAME AND TITLE OF CONSULTANT'S REPRESENTATIVE	Dave Nauman, P.E.		
CONSULTANT'S NAME	Crawford Murphy and Tilly, Inc.		
CONSULTANT'S ADDRESS	One S. Memorial Drive, Suite 500 St Louis, MO 63102		
PHONE	(314) 436-5500	FAX	(314) 436-0723
E-MAIL ADDRESS	dnauman@cmtengr.com		

The Consultant reserves the right to substitute another person for the individual named at any time, and to designate one or more other representatives to have authority to act

upon its behalf generally or in limited capacities, as the Consultant may now or hereafter deem appropriate. Such substitutions or designations shall be made by the Consultant's president or chief executive officer in a written notice to the Sponsor.

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

(25) CONFIDENTIALITY: The Consultant agrees that the Consultant's services under this Agreement are a confidential matter between the Consultant and the Sponsor. The Consultant shall not disclose any aspect of the Consultant's services under this Agreement to any other person, corporation, governmental entity, or news media, excepting only to Consultant's lawyers, accountants, insurers, and such employees, Subconsultants, and agents as may be necessary to allow them to perform services for the Consultant in the furtherance of this Agreement, without the prior approval of the Sponsor; provided, however, that any confidentiality and non-disclosure requirements set out herein shall not apply to any of the Consultant's services or to any information which (1) is already in the public domain or is already in the Consultant's possession at the time the Consultant performs the services or comes into possession of the information; (2) is received from a third party without any confidentiality obligations; or (3) is required to be disclosed by governmental or judicial order. Any disclosure pursuant to a request to the Sponsor under Chapter 610, RSMo, shall not constitute a breach of this Agreement. The content and extent of any authorized disclosure shall be coordinated fully with and under the direction of the Sponsor, in advance.

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

(27) SEVERABILITY AND SURVIVAL:

(A) Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the Sponsor and the Consultant.

(B) All express representations, indemnifications, or limitations of liability made or given in this Agreement will survive the completion of all services by the Consultant under this Agreement or the termination of this Agreement for any reason.

(28) PAYMENT BOND: In the event that any subconsultants are used to supply at least fifty thousand dollars ($50,000) worth of materials and/or labor not within the scope of environmental assessment services or licensed professional services as defined by chapter 327, RSMo, the Consultant shall require any such subconsultants to provide laborers and materialmen with adequate bond security. Payment bonds shall

be executed by any such subconsultants with the subconsultant as principal and a surety company authorized to do business in the State of Missouri as surety, and any agent executing the same on behalf of a subconsultant or surety company must attach a current Power of Attorney setting forth sufficient execution authority. Said payment bonds must be acceptable to the Sponsor to cover all materials used, all labor performed, and all insurance premiums necessary to comply with Section 107.170, RSMo, and must be provided to the Sponsor prior to the performance of such subconsultant services under this Agreement.

(29) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of the Sponsor and the Consultant.

(30) ATTACHMENTS: The following Exhibits and other documents are attached to and made a part of this Agreement:

(A) Exhibit I: Project Description.

(B) Exhibit II: Scope of Services.

(C) Exhibit IIA: Current FAA Advisory Circulars, Standards, Guidance and Engineering Briefs

(D) Exhibit III: Services Provided by the Sponsor.

(E) Exhibit IV: Summary & Derivation of Consultant Project Costs.

(F) Exhibit V: Engineering Basic and Special Services – Manhour Cost Breakdown.

(G) Exhibit VI: Performance Schedule

(H) Exhibit VII Project Sketch

(I) Exhibit VIII Federal Contract Provisions for A/E Agreements

(31) SUBCONSULTANT AGREEMENTS

(J) Exhibit IX Alliiance Proposal

Airport: Joplin Regional Airport
Federal Project No.: 3-29-0037-xxx
BIL Project No.: 3-29-0037-xxx

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement, executed by their respective proper officials, on the date last written below.

Executed by the **Consultant** the 12th day of February, 2025.

Executed by the **Sponsor** the 27th day of February, 2025.

Consultant: CRAWFORD MURPHY & TILLY INC.

By: _____
Signature

Title: SR. Vice President

Sponsor: City of Joplin

By: Daniel John
Signature

Title: Director of Public Works

ATTEST:

By: _____
Signature

Title: Vice President

ATTEST:

By: Leslie Haase
Signature

Title: FINANCE DIRECTOR

Airport: Joplin Regional Airport
Federal Project No.: 3-29-0037-xxx
BIL Project No.: 3-29-0037-xxx

EXHIBIT I

PROJECT DESCRIPTION

Design & Bidding Professional Services

Perform Design & Bidding Phase Services for the proposed project named:

Passenger Boarding Bridge (PBB) Replacement Project for Gates 1 and 2.

at the Joplin Regional Airport (JLN)

BIL No. 3-29-0037-XXX (2024)
AIP No. 3-29-0037-XXX (2024)

-

Airport: Joplin Regional Airport
Federal Project No.: 3-29-0037-xxx
BIL Project No.: 3-29-0037-xxx

EXHIBIT II

SCOPE OF SERVICES

The Consultant, in consideration of the payment on the part of the Sponsor, agrees to perform the engineering services enumerated as follows:

The Consultant will perform project design and produce conceptual, preliminary, and final plans, construction documents/technical specifications for bidding, and engineer's opinion of probable equipment costs. The Consultant will assist the Sponsor with the preparation of any addenda during the bidding process and will attend the prebid meeting virtually or in Joplin at the Airports discretion.

All services will be performed in accordance with all applicable federal, state and local laws, ordinances, regulations and codes, together with good engineering practice and applicable FAA advisory circulars (AC's), standards, guidance and/or agency orders, engineering briefs current at the time of execution of this Agreement including but not limited to those listed on attached EXHIBIT IIA.

This Agreement is limited to design and bidding phase services and does not include construction phase services. Review of shop drawings and other construction phase services can be added by Supplemental Agreement after design has been completed and the construction contract period has been determined.

The Consultant shall not proceed with services herein until a notice-to-proceed is received from the Sponsor unless otherwise requested by the Sponsor.

The following is a detailed description of the specific services that are required by this Agreement.

See Attachment A – General Scope of Design and Bidding Phase Services, following pages.

ATTACHMENT A

GENERAL SCOPE OF DESIGN AND BIDDING PHASE SERVICES

REPLACE PASSENGER BOARDING BRIDGES
PROJECT NO. TBD

December 23, 2024

JOPLIN REGIONAL AIRPORT

GENERAL

The following Scope of Work has been prepared to address the project outlined in the BIL ATP project information and application, at Joplin Regional Airport (JLN). The BIL ATP funds will be supplemented with BIL AIG funds to provide for 2 new passenger boarding bridges at the Joplin Regional Airport. Crawford, Murphy and Tilly, Inc. (hereinafter referred to as the CONSULTANT) shall provide preliminary design services, develop contract documents and provide bid assistance for the Replace Passenger Boarding Bridges project at JLN. A project sketch of the proposed work area is attached.

The CONSULTANT's scope of work is generally structured to correspond to three project phases as follows:

1. Preliminary Phase
2. Design Phase
3. Bidding Phase

Work shall be designed in substantial conformance with current FAA regulations and design criteria.

SCOPE OF SERVICES

The CONSULTANT shall perform the following scope of services detailed as follows:

Preliminary Phase

A. Quality Assurance Plan and Quality Control Reviews

A Quality Assurance Plan (QAP) will be developed that will act as the program guidance for the CONSULTANT's implementation of the project scope. The purpose of the QAP is to prevent errors and the need for re-work, provide for the continuous improvement of CMT's design process, provide quality services, and facilitate client satisfaction. The QAP includes

a description of the project team, a written project plan, a quality control plan, a post project evaluation plan, project checklists, project forms, and a proposed project schedule.

The CONSULTANT will also complete internal quality control reviews of the various deliverables before their submission to JLN. CMT staff members not assigned to the project shall complete the reviews. Effort for QC reviews is included for each deliverable to be submitted to JLN.

B. Project Kickoff Meeting

An on-site project kickoff meeting will occur with JLN representatives, project stakeholders, and the CONSULTANT. During this meeting items to discuss include, but are not limited to,

1. General project scope,
2. Project team responsibilities.
3. Critical schedule milestones,
4. Preliminary construction phasing, including temporary gate closures and contingency aircraft loading intentions while work is ongoing.
5. Operational procedures for airfield access during design phase services.
6. Scheduling survey crew for site surveys.

This meeting may also include planning and coordination with other active airfield projects and other projects currently in the planning/design phases.

A site visit by project team members is assumed.

The CONSULTANT shall prepare meeting minutes and distribute them to all meeting attendees within 3 business days of the meeting conclusion.

C. Record Information Review

The CONSULTANT shall review all available data (reports, original drawings, cost estimates, etc.) pertaining to existing conditions of the site and on-going construction projects that will have an impact on the proposed improvements as much as they are available to view. JLN will provide these historical documents to the CONSULTANT.

D. Preliminary Design Report with Options

The CONSULTANT shall develop a design report that examines options for PBB replacement.

1) Develop concept alternatives considering capabilities at each of the existing passenger boarding bridges to be replaced.

2) Up to two options will be prepared for the passenger boarding bridge replacement plan which will include PBB location, fixed tunnel sections, serviceable aircraft fleet mix, minimum and maximum operational capabilities, and aircraft parking positions.

3) Provide planning level documentation considering future terminal building expansion to minimize potential "throw away" construction.

4) Using the MPU fleet mix, document the range of aircraft to be accommodated at the PBB Replacement Gates

5) Confirm the preferable bid document set up as follows:

   a) Develop bidding documents that will support the duel grant funding that will support this project BIL ATP (for the first bridge) and BIL AIG (for the second bridge).
   b) Develop pay items that will accurately separate these project costs elements.

6) The design report will analyze PBB Replacement Gate layouts, considering the following items:

   a) Accommodating terminal expansion as shown in the Master Plan as much as possible. Evaluate two or three different passenger loading bridge layout scenarios.
   b) New lead-in lines, a fixed tunnel connected to the building, determining optimal rotunda placement considering future build out, and a movable boarding bridge component.
   c) Adjust/relocate lead-in lines at adjacent non-replaced PBB gates while not affecting the overall PBB operational range.

7) Develop evaluation matrix, diagrams, and summary narrative for the above evaluation.

Up to two layout options will be analyzed and estimates of probable cost developed. A comparison and recommendation will be made of the two options for consideration by JLN. This deliverable will be in the format of a report with key details and base sheets included as follows:

1) Approximate construction limits
2) Demolition plan
3) New Passenger Board Bridge (PBB) layout plan and rotunda placement.
4) Preliminary Construction Safety and Phasing Plan (CSPP) that includes contractor project access, material storage plan and critical point submittal for air space analysis
5) Discussion on interface between new fixed boarding bridge section and building

6) Discussion regarding power and HVAC accommodations to be included in the new PBB construction
7) Pavement marking modifications
8) Preliminary Cost Estimates

E. Design Report Review Meeting

The CONSULTANT shall coordinate with JLN to schedule an in-person meeting with JLN staff to review and discuss the preliminary design. Deliverables shall be submitted to JLN no fewer than 5 business days prior to the scheduled meeting. The review meeting allows JLN staff and the CONSULTANT to discuss any questions or concerns regarding information presented in the plans. Specifically, the discussion should focus around the CSPP, obtaining airport stakeholder support for the proposed plan and confirmation of the project's direction. The CONSULTANT shall prepare meeting minutes and distribute them to all attendees within 3 business days.

2. Design Phase

Final cost estimate, plans and PBB specification will be a performance type specification including manufacturer design of the reinforced concrete structural foundation for the rotunda, and electrical and mechanical components & improvements to provide a full operational PBB unit(s).

The CONSULTANT shall prepare the following 80% complete design documents for review by the Airport and FAA.

1. 80% complete plans
2. 80% complete specifications
3. 80% complete cost estimate
4. 80% complete estimate of construction duration
5. 80% complete Construction Safety Phasing Plan (CSPP)

A. Design Development Review Meeting

The CONSULTANT shall coordinate with JLN to schedule an in-person meeting with JLN staff to review and discuss the eighty percent (80%) design submittal. Deliverables shall be submitted to JLN no fewer than 5 business days prior to the scheduled meeting. The CONSULTANT shall prepare meeting minutes and distribute them to all attendees within 3 business days.

B. Final Plans and Specifications (100%).

The CONSULTANT shall prepare the following final items for use in project bidding.

1. Final plans
2. Final specifications

3. Final estimate of construction duration
4. Final bid schedule (pay items and quantities)
5. Final Construction Safety Phasing Plan (CSPP)

C. Airspace Analysis for Construction.

The CONSULTANT shall prepare the Points of Interest (POI) and Construction Safety and Phasing Plan (CSPP) as required to meet project construction deadlines. Additionally, the CONSULTANT shall prepare FAA Form 7460 for the construction phase of the work. JLN will submit these three documents to the FAA for airspace analysis. All airspacing documents shall be completed and ready to submit to the FAA no fewer than 60 days prior to the anticipated bid opening date.

It should be noted that, based on the accelerated project timeline, it is assumed that consensus and concurrence on the CSPP and overall phasing plan will be reached at the 80% review level.

3. Bidding Phase

The CONSULTANT shall complete the following tasks to assist JLN through the bidding phase of the project:

A. Coordinate and attend one pre-bid meeting and support JLN as they present the project to potential contractors.
B. Respond to contractor questions and develop addenda as needed.
C. Maintain up-to-date set of drawings and specifications incorporating addendum (consolidated set). Prior to Notice to Proceed to the contractor, provide one full size set of plans and revised set of electronic files.
D. Assist JLN in analyzing submitted bids.
E. Provide a bid award recommendation to JLN.

Airport: Joplin Regional Airport
Federal Project No.: 3-29-0037-xxx
BIL Project No.: 3-29-0037-xxx

EXHIBIT IIA

FAA Advisory Circulars Required for Use in AIP Funded Projects

Updated April 18, 2019

The most current versions of these ACs and any associated changes at can be found on the FAA website as follows:

http://www.faa.gov/airports/resources/advisory_circulars/ and
https://www.faa.gov/regulations_policies/advisory_circulars/.

The version of the advisory circular effective at the Notice to Proceed date of this project shall apply to the design and bidding phases of this project.

NUMBER	TITLE
70/7460-1L Change 2	Obstruction Marking and Lighting
150/5000-9A	Announcement of Availability Report No. DOT/FAA/PP/92-5, Guidelines for the Sound Insulation of Residences Exposed to Aircraft Operations
150/5000-17	Critical Aircraft and Regular Use Determination
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B Changes 1-2	Airport Master Plans
150/5070-7 Change 1	The Airport System Planning Process
150/5100-13B	Development of State Standards for Non Primary Airports
150/5100-17, Changes 1-7	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5200-28F	Notices to Airmen (NOTAMS) for Airport Operations
150/5200-30D Change 1	Airport Field Condition Assessments and Winter Operations Safety
150/5200-31C Changes 1-2	Airport Emergency Plan
150/5210-5D	Painting, Marking and Lighting of Vehicles Used on an Airport

150/5210-7D	Aircraft Rescue and Fire Fighting Communications
150/5210-13C	Airport Water Rescue Plans and Equipment
150/5210-14B	Airport Rescue Fire Fighting Equipment, Tools and Clothing
150/5210-15A	Airport Rescue and Firefighting Station Building Design
150/5210-18A	Systems for Interactive Training of Airport Personnel
150/5210-19A	Driver's Enhanced Vision System (DEVs)
150/5220-10E	Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles
150/5220-16E Change 1	Automated Weather Observing Systems (AWOS) for Non-Federal Applications
150/5220-17B	Aircraft Rescue and Fire Fighting (ARFF) Training Facilities
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150/5220-20A	Airport Show and Ice Control Equipment
150/5220-21C	Aircraft Boarding Equipment
150/5220-22B	Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns
150/5220-23	Frangible Connections
150/5220-24	Foreign Object Debris Detection Equipment
150/5220-25	Airport Avian Radar Systems
150/5220-26 Changes 1-2	Airport Ground Vehicle Automatic Dependent Surveillance – Broadcast (ADS-B) Out Squitter Equipment
150/5300-13A Change 1	Airport Design
150/5300-14C	Design of Aircraft Deicing Facilities
150/5300-15A	Use of Value Engineering for Engineering and Design of Airport Grant Projects
150/5300-16A	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17C Change 1	Standards for Using Remote Sensing Technologies in Airport Surveys

150/5300-18B Change 1	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards
105/5320-5D	Airport Drainage Design
150/5320-6F	Airport Pavement Design and Evaluation
150/5320-12C Changes 1-8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-15A	Management of Airport Industrial Waste
150/5320-17A	Airfield Pavement Surface Evaluation and Rating Manuals
150/5235-4B	Runway Length Requirements for Airport Design
150/5335-5C	Standardized Method of Reporting Airport Pavement Strength-PCN
150/5340-1L	Standards for Airport Markings
150/5340-5D	Segmented Circle Airport Marker System
150/5340-18F	Standards for Airport Sign Systems
150/5340-26C	Maintenance of Airport Visual Aid Facilities
150/5340-30J	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L-821, Panels for the Control of Airport Lighting
150/5345-5B	Circuit Selector Switch
150/5345-7F	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10H	Specification for Constant Current Regulators and Regulator Monitors
150/5345-12F	Specification for Airport and Heliport Beacons
150/5345-13B	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26D	FAA Specification for L-823 Plug and Receptacle, Cable Connectors
150/5345-27E	Specification for Wind Cone Assemblies
150/5345-28G	Precision Approach Path Indicator (PAPI) Systems
150/5345-39D	Specification for L-853, Runway and Taxiway Retroreflective Markers
150/5345-42H	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories

150/5345-43J	Specification for Obstruction Lighting Equipment
150/5345-44K	Specification for Runway and Taxiway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures
150/5345-46E	Specification for Runway and Taxiway Light Fixtures
150/5345-47C	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
150/5345-49D	Specification L-854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights
150/5345-51B	Specification for Discharge-Type Flasher Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVGI)
150/5345-53D	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems
150/5345-55A	Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-12F	Airport Signing & Graphics
150/5360-13A	Airport Terminal Planning
150/5360-14A	Access to Airports by Individuals with Disabilities
150/5370-2G	Operational Safety on Airports During Construction
150/5370-10H	Standard Specifications for Construction of Airports
150/5370-11B	Use of Nondestructive Testing in the Evaluation of Airport Pavements
150-5370-12B	Quality Management for Federally Funded Airport Construction Projects
150/5370-13A	Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5370-15B	Airside Applications for Artificial Turf
150/5370-16	Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements
150/5370-17	Airside Use of Heated Pavement Systems

150/5390-2C	Heliport Design
150/5395-1B	Seaplane Bases
150/5380-6C	Guidelines and Procedures for Maintenance of Airport Pavements
150/5380-7B	Airport Pavement Management Program
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness

Airport: Joplin Regional Airport
Federal Project No.: 3-29-0037-xxx
BIL Project No.: 3-29-0037-xxx

EXHIBIT III

SERVICES PROVIDED BY THE SPONSOR

The Sponsor, as a part of this Agreement, shall provide the following:

1. Assist the Consultant in arranging to enter upon public and private property as required for the Contractor to perform his services.

2. Obtain approvals and permits from all governmental entities having jurisdiction over the project and such approvals and consents from others as may be necessary for completion of the project.

3. Notify consultant whenever the Sponsor observes or knows of any development that affects the scope or timing of the project construction.

4. Provide copies of existing plans, standard drawings, bid item numbers, reports or other data the Sponsor may have on file with regard to this project.

5. Issue airport badges for AOA access.

6. Issue Notice to Airmen (NOTAM's) through the applicable FAA Flight Service Station.

7. Designate airport contact persons in addition to Airport Manager

8. Place and pay for project advertisement in local media as required by federal rules.

9. Manage and perform the bid opening and conduct site visits for bidders.

Airport: Joplin Regional Airport
Federal Project No.: 3-29-0037-xxx
BIL Project No.: 3-29-0037-xxx

EXHIBIT IV

SUMMARY

&

DERIVATION OF CONSULTANT PROJECT COSTS

EXHIBIT V

ENGINEERING BASIC AND SPECIAL SERVICES-COST BREAKDOWN

EXHIBIT IV

DERIVATION OF CONSULTANT PROJECT COSTS

JOPLIN REGIONAL AIRPORT

JOPLIN, MISSOURI

PBB REPLACEMENT GATES 1 & 2

SUMMARY OF COSTS

11/272024

	Fee	Hours
Design and Bidding Services	$97,810.88	508
Total	**$97,810.88**	**508**

EXHIBIT IV

DERIVATION OF CONSULTANT PROJECT COSTS

JOPLIN REGIONAL AIRPORT
JOPLIN, MISSOURI
PBB REPLACEMENT GATES 1 & 2

11/272024

1 **DIRECT SALARY COSTS:**

TITLE	HOURS	RATE/HOUR	COST ($)
Principal	0	$107.43	$0.00
Project Manager II	18	82.16	$1,478.88
Project Manager I	136	65.72	$8,937.92
Senior Engineer I	0	50.45	$0.00
Engineer I	154	38.59	$5,942.86
Senior Planner I	28	49.98	$1,399.44
Planner I	0	38.82	$0.00
Land Surveyor	16	56.28	$900.48
Senior Technician I	0	49.14	$0.00
Technician I	142	32.49	$4,613.58
Admin./Accounting Assistant.	14	26.03	$364.42
	508		

Total Direct Salary Costs = $23,637.58

2 **LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:**

Percentage of Direct Salary Costs @ 170.76 % = $40,363.53

3 **SUBTOTAL:**

Items 1 and 2 = $64,001.11

4 **PROFIT:**

15 % of Item 3 Subtotal = $9,600.17

Subtotal $73,601.28

5 **OUT-OF-POCKET EXPENSES:**

a. Mileage	2320	Miles @	$0.655	/ Mile =	$1,519.60
b. Meals	5	Days @	$45.00	/ Day =	$225.00
c. Motel	5	Nights @	$125.00	/ Night=	$625.00
d. Flights	0	Flights @	$1,000.00	/Flight =	$0.00

Total Out-of-Pocket Expenses = $2,369.60

6 **SUBCONTRACT COSTS:**

a. Alliance	=	$21,840.00
b.	=	
c.	=	

= $21,840.00

7 **MAXIMUM TOTAL FEE:**

Items 1, 2, 3, 4, 5 and 6 = $97,810.88 Lump Sum

Exhibit V

JOPLIN REGIONAL AIRPORT
JOPLIN, MISSOURI

BASIC AND SPECIAL SERVICES
PBB REPLACEMENT GATES 1 & 2

11/272024

Classification: Gross Hourly Rate:		Principal $334.51	Project Manager II $255.82	Project Manager I $204.63	Senior Engineer I $157.09	Engineer I $120.16	Senior Planner I $155.62	Planner I $120.88	Land Surveyor $175.24	Senior Technician I $153.01	Technician I $101.17	Administrative Accounting Assistant $81.05	Other Costs
A. DESIGN SERVICES													
1. Preliminary Phase													
A. Quality Assurance / Quality Control			4										
B. Project Kickoff Meeting				8		8							
C. Record Information Review						4							
D. Topographic Survey									16		16		
E. Preliminary Design Report			8	16		24	28				16	2	
F. Design Report Review Meeting				16								2	
2. Design Phase													
Preliminary Plans & Specifications			2	24		40					60	4	
Preliminary Cost Estimate			2	4		12							
Preliminary Construction Schedule				2		2							
Preliminary CSPP				4		8							
A. Design Development Review Meeting				16									
B. Final Plans and Specifications, Cost Estimate, Schedule, CSPP			2	24		40					40	2	
C. Airspace Analysis				4		4					4		
3. Bidding Phase													
A. Pre-bid Meeting - Virtual				8								2	
B. Answer questions, prepare addenda				4		8					2		
C. Prepare conformed plans and specs				2		2					4	2	
D. Bid analysis				2		2							
E. Award recommendation				2									
Total hours =	508	0	18	136	0	154	28	0	16	0	142	14	(1,2,3,4,5)
Total =	$97,810.88	$0.00	$4,604.85	$27,830.36	$0.00	$18,504.52	$4,357.49	$0.00	$2,803.86	$0.00	$14,365.49	$1,134.71	$24,209.60
TOTAL =		**$97,810.88**											

(1) Mileage, Motel and Meals
(2) Equipment, Materials and Supplies
(3) Computer Services
(4) Vendor Services
(5) Printing and Shipping

Exhibit V-1

Airport: Joplin Regional Airport
Federal Project No.: 3-29-0037-0XX (2023)
BIL Project No.: 3-29-0037-xxx

EXHIBIT VI

PERFORMANCE SCHEDULE

The Consultant agrees to proceed with services immediately upon receipt of written Notice to Proceed (NTP) by the Sponsor and to employ such personnel as required to complete the scope of services in accordance with the following time schedule:

Based on an anticipated Notice-to-Proceed date of January 1, 2025, the project will be completed in accordance with the below schedule. NOTE: This schedule makes several assumptions that are critical to project completion, including the following:

1. Outside review times are 2 weeks for the design report and for the 80% review.
2. Review meetings will be held as scheduled and issues resolved at those meetings.
3. Advertisement can occur immediately after completion of 100% Design.

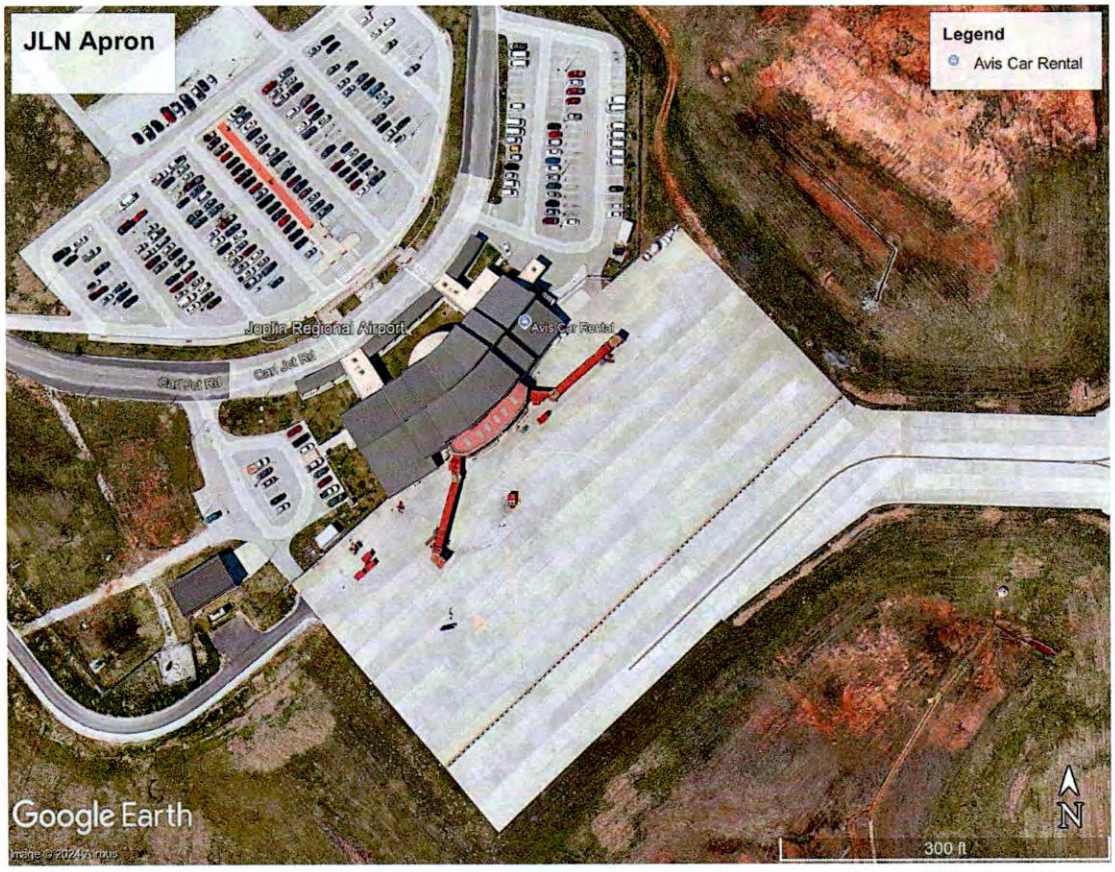
Milestone	Interval	Date
Consultant NTP	N/A	Dec 16
Preliminary Phase Meeting with Client Alliance Study Surveys On Site Visit CMT Design Report,	4-6 weeks	Feb 1
Design Report Review	2 weeks	Feb 15
75% Design	4 weeks	Mar 15
SGF 75% Design Review	2 weeks	April 1
100% Design	3 weeks	April 21
Project out for bid	3 weeks	May 15
Bid Opening	N/A	June 15
Contractor NTP	4 weeks	July 15
PBB Manufacture	31 weeks	Feb 15, 26
PBB Install	8 weeks	April 12, 26

Airport: Joplin Regional Airport
Federal Project No.: 3-29-0037-0XX (2023)
BIL Project No.: 3-29-0037-xxx

EXHIBIT VII

PROJECT SKETCH

The Consultant agrees to proceed with services immediately upon receipt of written Notice to Proceed (NTP) by the Sponsor and to employ such personnel as required to complete the scope of services in accordance with the following time schedule:



Airport: Joplin Regional Airport
Federal Project No.: 3-29-0037-0XX (2023)
BIL Project No.: 3-29-0037-xxx

EXHIBIT VIII

FEDERAL CONTRACT PROVISIONS FOR A/E AGREEMENTS

FEDERAL CONTRACT PROVISIONS FOR A/E AGREEMENTS

ALL REFERENCES MADE HEREIN TO "CONTRACTOR", "PRIME CONTRACTOR", "BIDDER", "OFFEROR", AND "APPLICANT" SHALL PERTAIN TO THE ARCHITECT/ENGINEER (A/E).

ALL REFERENCES MADE HEREIN TO "SUBCONTRACTOR", "SUB-TIER CONTRACTOR" OR "LOWER TIER CONTRACTOR" SHALL PERTAIN TO ANY SUBCONSULTANT UNDER CONTRACT WITH THE A/E.

ALL REFERENCES MADE HEREIN TO "SPONSOR" AND "OWNER" SHALL PERTAIN TO THE STATE, CITY, AIRPORT AUTHORITY OR OTHER PUBLIC ENTITY EXECUTING CONTRACTS WITH THE A/E.

PROVISIONS APPLICABLE TO ALL CONTRACTS

ACCESS TO RECORDS AND REPORTS 3

CIVIL RIGHTS – GENERAL 3

CIVIL RIGHTS – TITLE VI ASSURANCES 3

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT 6

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE) 6

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970 6

RIGHT TO INVENTIONS 6

SEISMIC SAFETY 7

TAX DELINQUENCY AND FELONY CONVICTIONS 7

TRADE RESTRICTION CERTIFICATION 7

VETERAN'S PREFERENCE 8

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING $10,000

DISTRACTED DRIVING 9

EQUAL EMPLOYMENT OPPORTUNITY (EEO) 9

PROHIBITION OF SEGREGATED FACILITIES 10

TERMINATION OF CONTRACT 11

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING $25,000

DEBARMENT AND SUSPENSION 12

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING $100,000

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS 13
LOBBYING AND INFLUENCING FEDERAL EMPLOYEES 14

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING $150,000

CLEAN AIR AND WATER POLLUTION CONTROL 15

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING $250,000

BREACH OF CONTRACT TERMS 15
DISADVANTAGED BUSINESS ENTERPRISE 15

PROVISIONS APPLICABLE TO ALL CONTRACTS

ACCESS TO RECORDS AND REPORTS

Reference: 2 CFR § 200.334
2 CFR § 200.337
FAA Order 5100.38

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Owner, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

CIVIL RIGHTS – GENERAL

Reference: 49 USC § 47123

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

CIVIL RIGHTS – TITLE VI ASSURANCES

Reference: 49 USC § 47123
FAA Order 1400.11

Title VI Solicitation Notice

The Sponsor, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);

- 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

Nondiscrimination Requirements / Title VI Clauses for Compliance

Compliance with Nondiscrimination Requirements:

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be

amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

    a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or

    b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Reference: 2 CFR § 200, Appendix II(K)
2 CFR § 200.216

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)].

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

Reference: 29 USC § 201, et seq
2 CFR § 200.430

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, et seq, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

Reference: 20 CFR Part 1910

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

RIGHT TO INVENTIONS

Reference: 2 CFR Part 200, Appendix II(F)
37 CFR Part 401

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within 37 CFR § 401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental, or research work.

SEISMIC SAFETY

Reference: 49 CFR Part 41

In the performance of design services, the Consultant agrees to furnish a building design and associated construction specification that conform to a building code standard that provides a level of seismic safety substantially equivalent to standards as established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their building code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety. At the conclusion of the design services, the Consultant agrees to furnish the Owner a "certification of compliance" that attests conformance of the building design and the construction specifications with the seismic standards of NEHRP or an equivalent building code.

TAX DELINQUENCY AND FELONY CONVICTIONS

Reference: Section 8113 of the Consolidated Appropriations Act, 2022 (Public Law 117-103) and similar provisions in subsequent appropriations acts
DOT Order 4200.6 – Appropriations Act Requirements for Procurement and Non-Procurement Regarding Tax Delinquency and Felony Convictions

The Contractor certifies:

1) It is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

2) It is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months. A felony conviction is a conviction within the preceding twenty four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 USC § 3559.

The Contractor agrees to incorporate the above certification in all lower tier subcontracts.

TRADE RESTRICTION CERTIFICATION

Reference: 49 USC § 50104
49 CFR Part 30

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror:

1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);

2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and

3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC § 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR § 30.17, no contract shall be awarded to an Offeror or subcontractor:

1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or

2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or

3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

VETERAN'S PREFERENCE

Reference: 49 USC § 47112(c)

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC § 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING $10,000

DISTRACTED DRIVING

Reference: Executive Order 13513
DOT Order 3902.10

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding $10,000 that involve driving a motor vehicle in performance of work activities associated with the project.

EQUAL EMPLOYMENT OPPORTUNITY (EEO)

Reference: 2 CFR Part 200, Appendix II(C)
41 CFR § 60-1.4
41 CFR § 60-4.3
Executive Order 11246

Equal Opportunity Clause

During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in

response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under this section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: *Provided,* however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

PROHIBITION OF SEGREGATED FACILITIES

Reference: 2 CFR Part 200, Appendix II(C)
41 CFR Part 60-1

(a) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Employment Opportunity clause in this contract.

(b) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact

segregated on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Employment Opportunity clause of this contract.

TERMINATION OF CONTRACT

Reference: 2 CFR Part 200, Appendix II(B)
FAA Advisory Circular 150/5370-10, Section 80-09

Termination for Convenience (Professional Services)

The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Contractor must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

Termination for Cause (Professional Services)

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party seven (7) days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

a) **Termination by Owner:** The Owner may terminate this Agreement for cause in whole or in part, for the failure of the Consultant to:

1. Perform the services within the time specified in this contract or by Owner approved extension;
2. Make adequate progress so as to endanger satisfactory performance of the Project; or
3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant

must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Owner determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

b) **Termination by Consultant:** The Consultant may terminate this Agreement for cause in whole or in part, if the Owner:

1. Defaults on its obligations under this Agreement;
2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
3. Suspends the project for more than one hundred eighty (180) days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.

In the event of termination due to Owner breach, the Consultant is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING $25,000

DEBARMENT AND SUSPENSION

Reference: 2 CFR Part 180 (Subpart B)
2 CFR Part 200, Appendix II(H)
2 CFR Part 1200
DOT Order 4200.5
Executive Orders 12549 and 12689

Certification of Offeror/Bidder Regarding Debarment

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

Certification of Lower Tier Contractors Regarding Debarment

The successful bidder, by administering each lower tier subcontract that exceeds $25,000 as a "covered transaction", must confirm each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally-assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: http://www.sam.gov.
2. Collecting a certification statement similar to the Certification of Offeror /Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING $100,000

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

Reference: 2 CFR Part 200, Appendix II(E)
2 CFR § 5.5(b)
40 USC § 3702
40 USC § 3704

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of $29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any

such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.

4. Subcontractors.

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

Reference: 31 USC § 1352 – Byrd Anti-Lobbying Amendment
2 CFR Part 200, Appendix II(I)
49 CFR Part 20, Appendix A

Certification Regarding Lobbying

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING $150,000

CLEAN AIR AND WATER POLLUTION CONTROL

References: 2 CFR Part 200, Appendix II(G)
42 USC § 7401, et seq
33 USC § 1251, et seq

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC §§ 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

The Contractor must include this requirement in all subcontracts that exceed $150,000.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING $250,000

BREACH OF CONTRACT TERMS

Reference: 2 CFR § 200 Appendix II(A)

Any violation or breach of terms of this contract on the part of the Contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide Contractor written notice that describes the nature of the breach and corrective actions the Contractor must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the Contractor must correct the breach. Owner may proceed with termination of the contract if the Contractor fails to correct the breach by the deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

DISADVANTAGED BUSINESS ENTERPRISE

Reference: 49 CFR Part 26

Solicitation Language (Solicitations that include a Contract Goal)

*Bid Information Submitted as a matter of **responsiveness**:*

The Owner's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR § 26.53.

As a condition of responsiveness, the Bidder or Offeror must submit the following information with its proposal on the forms provided herein:

1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;

2) A description of the work that each DBE firm will perform;

3) The dollar amount of the participation of each DBE firm listed under (1);

4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal;

5) Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor's commitment; and

6) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26. The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.

*Bid Information submitted as a matter of bidder **responsibility**:*

The Owner's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR § 26.53.

As a condition of responsibility, every Bidder or Offeror must submit the following information on the forms provided herein within five days after bid opening.

1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;

2) A description of the work that each DBE firm will perform;

3) The dollar amount of the participation of each DBE firm listed under (1);

4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal;

5) Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor's commitment; and

6) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26. The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.

Solicitation Language (Race/Gender Neutral Means)

The requirements of 49 CFR part 26 apply to this contract. It is the policy of the Owner to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

Prime Contracts (Contracts Covered by a DBE Program)

Contract Assurance (49 CFR § 26.13)

The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may

result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

1) Withholding monthly progress payments;
2) Assessing sanctions;
3) Liquidated damages; and/or
4) Disqualifying the Contractor from future bidding as non-responsible.

Prompt Payment (49 CFR § 26.29)

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) calendar days from the receipt of each payment the prime contractor receives from Owner. The prime contractor agrees further to return retainage payments to each subcontractor within thirty (30) calendar days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Owner. This clause applies to both DBE and non-DBE subcontractors.

Termination of DBE Subcontracts (49 CFR § 26.53(f))

The prime contractor must not terminate a DBE subcontractor listed in response to the above *Solicitation Language (Solicitations that include a Contract Goal)* section (or an approved substitute DBE firm) without prior written consent of Owner. This includes, but is not limited to, instances in which the prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

The prime contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains written consent from the Owner. Unless the Owner's consent is provided, the prime contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

The Owner may provide such written consent only if the Owner agrees, for reasons stated in the concurrence document, that the prime contractor has good cause to terminate the DBE firm. For purposes of this paragraph, good cause includes the circumstances listed in 49 CFR §26.53.

Before transmitting to the Owner its request to terminate and/or substitute a DBE subcontractor, the prime contractor must give notice in writing to the DBE subcontractor, with a copy to the Owner, of its intent to request to terminate and/or substitute, and the reason for the request.

The prime contractor must give the DBE five days to respond to the prime contractor's notice and advise the Owner and the contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why the Owner should not approve the prime contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), the Owner may provide a response period shorter than five days.

In addition to post-award terminations, the provisions of this section apply to preaward deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.

This Page Intentionally Left Blank

Airport: Joplin Regional Airport
Federal Project No.: 3-29-0037-0XX (2023)
BIL Project No.: 3-29-0037-xxx

EXHIBIT IX

SUBCONSULTANT AGREEMENTS

The Consultant agrees to proceed with services immediately upon receipt of written Notice to Proceed (NTP) by the Sponsor and to employ such personnel as required to complete the scope of services in accordance with the following time schedule:

ALLiiANCE

November 15, 2024

400 Clifton Avenue
Minneapolis, MN 55403
612.874.4100
alliiance.com

Neil Ralston, Senior Aviation Project Manager
Crawford, Murphy & Tilly
1627 Main St Suite 600
Kansas City, MO 64108

Via Email: nralston@cmtengr.com

RE: **PASSENGER BOARDING BRIDGE REPLACEMENT PLANNING, REV 0**
Joplin Regional Airport
Joplin, MO

Dear Mr. Ralston,

We appreciate the opportunity to continue our partnership with CMT and the Joplin Regional Airport (JLN) by providing a planning services proposal to assist with the airport's passenger boarding bridge (PBB) replacement project.

PROJECT UNDERSTANDING

We understand that the airport has recently received notification that they have been awarded funding as part of the Bipartisan Infrastructure Law (BIL) administered by the Federal Aviation Administration (FAA). The airport will receive approximately $1.7 million in funding to replace one of the airport's aging passenger boarding bridges.

While the funding will be used for the replacement of one of the two passenger boarding bridges at the airport, CMT would like to include an 'add alternate' for the replacement of the second passenger boarding bridge.

The existing passenger boarding bridges were relocated from Springfield-Branson National Airport (SGF) following the completion of SGF's new terminal building in 2009. The original date of manufacture for the bridges is unclear. It is unclear if the existing installation and structure at the rotunda is a manufacturer approved detail or if it was uniquely developed site-specific installation for JLN.

Electronic drawings made available for Alliiance's previous work with CMT at the airport do not appear to represent the as-built existing conditions in terms of the location and orientation of the passenger boarding bridges. It is understood that CMT will include survey scope to better understand the existing conditions.

For the purposes of this document, the term "Alliiance" and associated logotype abbreviates the legal name "Architectural Alliance, Inc."

SCOPE OF WORK

Alliiance will provide planning level documentation to help establish the location and performance criteria for the replacement passenger boarding bridges. Where possible, planning should do it's best to accommodate future terminal building expansions identified in the airports recently completed masterplan update to minimize potential "throw away" construction.

The planning level documentation will not include any formal Alliiance authored construction documents. Documentation will be limited to conceptual planning diagrams, matrices, and summary narratives to support the basis of design and procurement documentation.

Detailed design and engineering for the bridge replacement will be provided by the successful contractor. Detailed design may include at minimum structural engineering for bridge and fixed tunnel walkway foundations and development of details where the bridges or fixed tunnel walkways interface with the existing building.

This proposal does not include construction administration. If necessary, a separate scope and fee proposal may be developed for construction administration in the future.

Primary elements of the scope of work are detailed below:

Project Management

Provide general project management and administration throughout the preliminary, design, and bidding phases.

Concept Alternatives & Documentation

The concept alternatives & documentation phase will include the documentation of the existing location and capabilities at each of the existing passenger boarding bridges to be replaced.

Up to two options will be prepared for the passenger boarding bridge replacement which will include PBB location, fixed tunnel sections, serviceable aircraft fleet mix, minimum and maximum operational capabilities, and aircraft parking positions.

If modifications to the interface with the existing building are proposed, concept level plans will be developed to show potential modifications to the location of

interior elements such as access doors, furniture, boarding counters, and backwalls. Detailed construction documentation is not part of the scope of work.

Bidding Support

Provide assistance throughout the bidding and negotiation process. The services include: responding to bidder questions, issuance of addenda, clarifications/changes to documents, etc.

DURATION

The scope and fee proposal assumes an overall duration of three months including one month of bidding.

FEE SUMMARY

We propose to provide the services described in detail above on a lump-sum basis as follows and detailed in the attached spreadsheets.

Project Management	$3,310.00
Concept Alternatives & Documentation	$16,670.00
Bidding	$1,860.00
TOTAL FEE	**$21,840.00**

Reimbursable expenses will be invoiced at cost and are estimated not to exceed $500. No travel for on-site meetings or review of existing conditions is included in this fee proposal.

Please review and let us know if you have any further questions or suggestions.

We are excited by this opportunity to work with the Joplin Regional Airport in partnership with CMT. Feel free to contact me with any comments or questions at 320.761.0371 (mobile).

Sincerely,

Ben Johnson, Assoc. AIA, LEED AP
Principal

Copies to: Eric Peterson, Principal, Alliiance
Shane Wirth, Senior Associate, Alliiance
Ty Sander, Senior Vice President, CMT
Esteban Aguirre, Senior Aviation Planner, CMT

Attachments:

1. 2024.11.15 JLN PBB Replacement Fee Backup – Alliiance.pdf

JOPLIN REGIONAL AIRPORT
PASSENGER BOARDING BRIDGE REPLACEMENT PLANNING
ALLIIANCE

Summary by Task	Labor	Expenses	TOTAL
PROJECT MANAGEMENT	$3,310	$0	**$3,310**
CONCEPT ALTERNATIVES & DOCUMENTATION	$16,320	$350	**$16,670**
BIDDING SUPPORT	$1,710	$150	**$1,860**
TOTALS	$21,340	$500	**$21,840**

Labor Summary	Total Hours	PRINCIPAL-IN-CHARGE	PM / TERMINAL DESIGNER	SENIOR AVIATION PLANNER	ADMIN
	92	2	16	66	8

PROJECT MANAGEMENT	Total Hours	PRINCIPAL-IN-CHARGE $290.00	PM / TERMINAL DESIGNER $240.00	SENIOR AVIATION PLANNER $240.00	ADMIN $135.00	Total Cost per Item
General Project Administration	16	2	8		6	$3,310
	-					$0
	-					$0
	-					$0
	-					$0
	-					$0
	-					$0
Estimated Total Labor	16	2	8	0	6	
Total Labor This Phase		$580.00	$1,920.00	$0.00	$810.00	$3,310
Expenses						
Mileage, Travel & Other Reimbursable Expenses						$0
TOTAL EXPENSES THIS PHASE						$0

CONCEPT ALTERNATIVES & DOCUMENTATION	Total Hours	PRINCIPAL-IN-CHARGE $290.00	PM / TERMINAL DESIGNER $240.00	SENIOR AVIATION PLANNER $240.00	ADMIN $135.00	Total Cost per Item
Existing Conditions	12		2	10		$2,880
Conceptual Alternatives	22		2	20		$5,280
Preferred Alternative	34		2	32		$8,160
	-					$0
	-					$0
	-					$0
	-					$0
Estimated Total Labor	68	0	6	62	0	
Total Labor This Phase		$0.00	$1,440.00	$14,880.00	$0.00	$16,320
Expenses						
Mileage, Travel & Other Reimbursable Expenses						$350
TOTAL EXPENSES THIS PHASE						$350

BIDDING SUPPORT	Total Hours	PRINCIPAL-IN-CHARGE $290.00	PM / TERMINAL DESIGNER $240.00	SENIOR AVIATION PLANNER $240.00	ADMIN $135.00	Total Cost per Item
General Bidding Support	8		2	4	2	$1,710
	-					$0
	-					$0
	-					$0
	-					$0
	-					$0
	-					$0
Estimated Total Labor	8	0	2	4	2	
Total Labor This Phase		$0.00	$480.00	$960.00	$270.00	$1,710
Expenses						
Mileage, Travel & Other Reimbursable Expenses						$150
TOTAL EXPENSES THIS PHASE						$150

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2025-531 – Approving the updated Fire Salary Administration Plan for Classified positions to comply with the recently passed HB567 revised minimum wage to include public employers

MEETING DATE
September 2, 2025

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2025-531 Ordinance; Exhibit "D"- Fire Salary Administration Plan for Classified positions

REVIEWED BY
Department Head: Leslie Haase; Human Resources Director: Michelle Ducre; City Attorney: Peter Edwards; City Manager: Nick Edwards

SUMMARY
This Council Bill approves an updated Fire Salary Administration Plan for Classified positions by complying with HB567 pursuant to RSMo. 290.500 through 290.502 making the minimum wage of $13.75 applicable to public employers effective August 28, 2025.

BACKGROUND
The Governor of the State of Missouri recently signed HB567, which states pursuant to RSMo. 290.500 through 290.502, public employers will be subject to Missouri's minimum wage law. Beginning August 28, 2025, public employers in the state will be required to pay non-exempt employees a minimum of $13.75 per hour, and starting January 1, 2026, $15.00 per hour. Prior to the passage of HB567, public employers were exempted from Missouri's minimum wage law and were only required to follow the federal minimum wage law.

Since 2019, the City of Joplin has prioritized and focused on improving wages for recruiting and retention purposes, to remain competitive and to keep up with the State's minimum wage, even though it didn't formally apply to the City. During this time period, public safety wages have increased an average of 45%, while general employee wages have increased an average of 32%. Additionally, during this time period, the City entered into separate Collective Bargaining Agreements with the Police Department and the Fire Department, which established their respective pay plans and the guaranteed step increase for the 5-year contract term.

The City also granted a 2% COLA on November 1, 2023, which increased the starting pay for all four Salary Administration Pay Plans in an effort to remain competitive and keep pace with the State's minimum wage. Despite these efforts, there is one Grade that includes one position on the

Fire Pay Plan that starts below the newly required $13.75 per hour. Currently, Grade F2 which is for the Firefighter/EMT position has a starting wage of $12.6099.

There are 18 Firefighter/EMT's below the $13.75 per hour rate. In order to bring these employees to the new minimum wage, this Council Bill approves a new pay plan for the Fire Department that removes Steps 1-3 of Grade F2. The starting wage for Firefighter/EMT will now be $13.7791, which is $40,125.00 per year. Effective August 28, 2025, these 18 impacted employees will move to Step 4 of this new Fire Pay Plan. The annual increase for the employees impacted is approximately $40,000.00. The cost for the remainder of the fiscal year is about $6,700.00. This is split between the general fund and the public safety sales tax fund, based upon the allocation of these particular employees. Due to the two-month cost, no budget amendment is required. The effective date of August 28, 2025 is included in the paycheck on September 12, 2025.

As a result of this unfunded mandate from the State, the immediate short-term solution does create some compression in the Firefighter/EMT position. Also, due to the recent notification of this change and the immediate effective date, City staff is still working on the short-term solution for the January 1, 2026 minimum wage amount. We anticipate this solution will be presented to Council during the budget work sessions. Additionally, a long-term solution is currently being developed.

FUNDING SOURCE

There is sufficient funding in the Fire Department General Fund and Public Safety Sales Tax Fund to implement this State mandate.

RECOMMENDATION

Staff recommends approval of this council bill on an emergency basis in order to comply with HB567 by the pay date of September 12, 2025, which is the pay period that includes August 28, 2025.

COUNCIL BILL NO. 2025-531 ORDINANCE NO.

AN ORDINANCE adopting an updated fire department step pay plan by reference the Fire Salary Administration Plan; establishing the annual salary of certain Classified positions for Fiscal Year 2024-2025; and, containing an emergency clause.

WHEREAS, the City Council of the City of Joplin, Missouri, last adopted a new fire pay plan by Ordinance Number 2023-159 on October 16, 2023; and,

WHEREAS, Missouri HB567 revised the required minimum wage of $13.75 per hour to include public employers; and,

WHEREAS, the starting pay for a Firefighter/EMT position on the current fire pay plan is $12.6099 per hour; and,

WHEREAS, the City must comply with RSMo. 290.500 through 290.502, which requires an update to the fire pay plan; and,

WHEREAS, pursuant to Section 5.10 of the Home Rule Charter of the City of Joplin, Missouri, the Council, by Ordinance, must prescribe the compensation of all officers and employees of the City in the Classified service of the City.

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

Section 1. That the attached Fire Step Pay Plan be and the same is hereby adopted as the Salary Administration Plan for certain Classified positions of the City of Joplin as contained in said Plan effective on August 28, 2025, a copy of which is on file in the Office of the City Clerk.

Section 2. That the annual salary of certain Classified positions for Fiscal Year 2024-2025, shall be in accordance with Exhibit "D" attached hereto and incorporated herein.

Section 3. That additional compensation to members of the Classified service shall be based upon length of service and paid in accordance with the Longevity Pay Plan currently in effect.

Section 4. That this ordinance is declared by the City Council to be an emergency within this meaning of Section 2.12 (4), of the Home Rule Charter of the City of Joplin, Missouri, in order to comply with the recently passed HB567 pursuant to RSMo. 290.500 through 290.502, which increases minimum wage effective August 28, 2025 and as such shall become effective immediately upon its passage.

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

_____ day of _____, 2025.

_____
Keenan T. Cortez, Sr., Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
EXHIBIT "D"-SALARY ADMINISTRATION PLAN
FIRE BARGAINING UNIT
EFFECTIVE AUGUST 28, 2025

Grade	Position	Step 1 (hrly/annual)	Step 2 (hrly/annual)	Step 3 (hrly/annual)	Step 4 (hrly/annual)	Step 5 (hrly/annual)	Step 6 (hrly/annual)	Step 7 (hrly/annual)	Step 8 (hrly/annual)	Step 9 (hrly/annual)	Step 10 (hrly/annual)	Step 11 (hrly/annual)	Step 12 (hrly/annual)	Step 13 (hrly/annual)	Step 14 (hrly/annual)	Step 15 (hrly/annual)
1A	Firefighter Trainee	$ 16.3200 $ 33,946	$ 16.8090 $ 34,964													
F2	Firefighter/EMT				$ 13.7791 $ 40,125	$ 14.1924 $ 41,328	$ 14.6184 $ 42,569	$ 15.0569 $ 43,846	$ 15.5084 $ 45,161	$ 15.9739 $ 46,516	$ 16.4531 $ 47,911	$ 16.9466 $ 49,349	$ 17.4549 $ 50,829	$ 17.9786 $ 52,354	$ 18.5180 $ 53,924	$ 19.0735 $ 55,542
F4	Fire Driver/Engineer	$ 14.1949 $ 41,336	$ 14.6208 $ 42,576	$ 15.0594 $ 43,853	$ 15.5112 $ 45,169	$ 15.9764 $ 46,523	$ 16.4559 $ 47,920	$ 16.9494 $ 49,357	$ 17.4580 $ 50,838	$ 17.9817 $ 52,363	$ 18.5211 $ 53,934	$ 19.0766 $ 55,551	$ 19.6490 $ 57,218	$ 20.2385 $ 58,935	$ 20.8455 $ 60,702	$ 21.4711 $ 62,524
10A	Deputy Fire Marshal	$ 24.029 $ 49,980	$ 24.750 $ 51,479	$ 25.492 $ 53,024	$ 26.257 $ 54,615	$ 27.045 $ 56,253	$ 27.856 $ 57,940	$ 28.692 $ 59,679	$ 29.552 $ 61,469	$ 30.439 $ 63,313	$ 31.352 $ 65,213	$ 32.293 $ 67,169	$ 33.262 $ 69,184	$ 34.259 $ 71,259	$ 35.287 $ 73,397	$ 36.346 $ 75,599
F10	Fire Captain	$ 17.1635 $ 49,980	$ 17.6784 $ 51,479	$ 18.2087 $ 53,024	$ 18.7551 $ 54,615	$ 19.3177 $ 56,253	$ 19.8970 $ 57,940	$ 20.4942 $ 59,679	$ 21.1090 $ 61,469	$ 21.7423 $ 63,313	$ 22.3945 $ 65,213	$ 23.0663 $ 67,169	$ 23.7581 $ 69,184	$ 24.4709 $ 71,259	$ 25.2051 $ 73,397	$ 25.9613 $ 75,599
F20	Battalion Chief	$ 28.957	$ 29.826	$ 30.720	$ 31.642	$ 32.592	$ 33.569	$ 34.576	$ 35.613	$ 36.682	$ 37.783	$ 38.916	$ 40.084	$ 41.287	$ 42.525	$ 43.801
20A	Fire Marshal	$ 60,231	$ 62,038	$ 63,899	$ 65,817	$ 67,790	$ 69,824	$ 71,919	$ 74,076	$ 76,299	$ 78,588	$ 80,945	$ 83,374	$ 85,875	$ 88,451	$ 91,105
20A	Fire Training Chief	$ 20.6837 $ 60,231	$ 21.3044 $ 62,038	$ 21.9433 $ 63,899	$ 22.6018 $ 65,817	$ 23.2796 $ 67,790	$ 23.9781 $ 69,824	$ 24.6975 $ 71,919	$ 25.4384 $ 74,076	$ 26.2016 $ 76,299	$ 26.9876 $ 78,588	$ 27.7971 $ 80,945	$ 28.6311 $ 83,374	$ 29.4900 $ 85,875	$ 30.3748 $ 88,451	$ 31.2858 $ 91,104

Addendum 5, June 20, 2025

BURNS McDONNELL

CITY OF JOPLIN

Recycling Education and Outreach Plan

Joplin REO Project

PROJECT NO. 177797

REVISION 0

JUNE 20, 2025

Contents

1.0 Recycling Education and Outreach Plan Overview 1-1
1.1 Goals & Objectives 1-1
1.2 How to Read this Plan 1-1

2.0 Current State of Recycling and Yard Waste Diversion 2-1
2.1 Generation and Diversion Rates 2-1
2.2 Available Recycling Methods 2-1
2.2.1 Curbside Recycling 2-2
2.2.2 Drop Off Recycling 2-2
2.2.3 Tree and Brush Drop Off 2-3
2.2.4 Compost Facility 2-4
2.3 Population Demographics 2-4
2.4 City's Current State of Recycling Education and Outreach 2-5

3.0 Formative Research 3-1
3.1 Best Management Practices for Recycling Education and Outreach 3-1
3.1.1 Methods of Effective Recycling Education 3-1
3.1.2 Messaging 3-3
3.1.3 Methods and Messaging Key Findings 3-3
3.2 Case Studies 3-4
3.2.1 Case Study Communities 3-4
3.2.2 Case Study Findings 3-5

4.0 Community Input 4-8
4.1 Community Survey 4-8
4.1.1 Recycling Participation 4-8
4.1.2 Key Challenges and Opportunities to Recycling 4-8
4.1.3 Methods of Communication 4-9
4.1.4 Survey Analysis 4-10
4.2 Open House 4-11
4.2.1 Open House Analysis 4-11
4.3 Focus Group 4-11
4.3.1 Focus Group Analysis 4-12
4.4 Community Events 4-12
4.5 Hauler Interviews 4-12
4.6 Key Findings 4-13

5.0 Audience Identification 5-1
5.1 Type of Generator 5-1

5.2 Level of Awareness of Audiences 5-1
5.3 Targeted Audience 5-2

6.0 Key Messaging 6-1
6.1 Core Message 6-1
6.2 Support Messages 6-1
6.3 Tone and Style 6-2

7.0 Communication Strategy 7-1
7.1 Owned Media 7-1
7.2 Earned Media 7-1
7.2.1 Shared Media Opportunities 7-2
7.2.2 On-the-Ground Tactics 7-2
7.2.3 Partnerships and Stakeholders 7-2
7.3 Paid Media 7-3

8.0 Creative and Content Plan 8-1
8.1 Branding 8-1
8.2 Content Types 8-1
8.3 Accessibility Considerations 8-3
8.4 Content Calendar and Platform Specific Plans 8-3
8.4.1 Content Calendar 8-3
8.4.2 Platform Specific Plans 8-3

9.0 Budget 9-1

10.0 Schedule 10-1

11.0 Monitoring, Evaluation and Reporting 1
11.1 Performance Indicators 1
11.2 Reach, Engagement and Website Traffic 1
11.2.1 Awareness and Engagement Metrics 1
11.3 Reporting 3

APPENDIX A – COMMUNITY SURVEY RESULTS
APPENDIX B – CITY OF JOPLIN BRAND GUIDE

Figures

Figure 2-1: Residential MSW Generation, 2023 2-1
Figure 2-2: Available Drop Off Locations 2-2
Figure 2-3: Recycling Center Material Composition (Tons), 2023 2-3
Figure 3-1: Cart Tag Example 3-2

Figure 3-2: Waste Wizard Website Integration Example 3-6

Tables

Table 1-1: REO Plan Overview 1-1
Table 2-1: Recycling Center Accepted Materials 2-2
Table 3-1: Regional Case Study Characteristics 3-5
Table 4-1: Participation in Curbside Recycling Survey Results 4-8
Table 4-2: Challenges to Recycling Survey Results 4-9
Table 4-3: Opportunities to Increase Recycling Survey Results 4-9
Table 4-4: Trusted Communication Sources Survey Results 4-10
Table 4-5: Recycling Center Participation by Age Survey Results 4-10
Table 4-6: Communication Preferences by Age Survey Results 4-11

1.0 Recycling Education and Outreach Plan Overview

The City of Joplin (City) was awarded a Recycling Education and Outreach grant from the U.S. Environmental Protection Agency (EPA) to support efforts that increase public awareness and participation in recycling through targeted education, outreach and community engagement. Since receiving the grant, the City has launched a focused initiative to identify the barriers to recycling in the Joplin region. This report aims to present the findings from that research and outline this strategic Recycling Education and Outreach Plan (REO Plan) to implement a program designed to boost recycling rates across the community.

1.1 Goals & Objectives

The REO Plan is designed to educate and empower the City and surrounding communities to adopt best practices in recycling through strategic outreach and engagement. By encouraging shifts in local perceptions and behaviors, the REO Plan seeks to make recycling a normalized routine and valued part of daily life, ultimately increasing participation and improving recycling outcomes across the region.

To achieve this vision, the REO Plan is guided by key objectives:

- Inform the public about residential or community recycling programs.
- Provide information about the recycled materials that are accepted as part of a residential or community recycling program that provides for the separate collection of residential solid waste from recycled material.
- Increase collection rates and decrease contamination in residential and community recycling programs.

1.2 How to Read this Plan

This REO Plan is organized into 11 sections, including this section, and appendices. Sections of the REO Plan are listed in Table 1-1.

Table 1-1: REO Plan Overview

Section	Title	Description
1.0	Recycling Education and Outreach Overview	Describes the overview, goals and objectives that guide the REO Plan.
2.0	Current State of Recycling and Yard Waste Diversion	Describes the state of recycling and yard waste, including generation, disposal, diversion rates and demographics.
3.0	Formative Research	Summarizes research and insights that informed the REO Plan, including best practices and case studies.
4.0	Community Input	Presents community engagement activities and results that identified local recycling behaviors, barriers and motivators through events and outreach.
5.0	Audience Identification	Identifies audience characteristics based on research and community input results.
6.0	Key Messaging	Outlines the development of key messaging to promote recycling.

7.0	Communication Strategy	Describes the communication strategy for sharing recycling messages, using research and input to engage and motivate diverse audiences.
8.0	Creative and Content Plan	Describes the creative and content plan to build awareness and engagement, emphasizing branding, accessibility and platform-specific strategies.
9.0	Budget	Describes a breakdown of financial resources needed to implement the REO Plan, aligning costs with outreach goals.
10.0	Schedule	Outlines the activities and timeline for implementation of the REO Plan.
11.0	Monitoring, Evaluation and Reporting	Outlines the framework for tracking, evaluating and reporting REO Plan efforts to aid data-driven improvements.
A	Community Survey Results	Summarizes key findings from community surveys that informed the REO Plan, highlight public attitudes, behaviors and priorities around recycling.
B	City of Joplin Brand Guide	Outlines branding standards to help with consistent, recognizable and effective communication across all REO Plan materials.

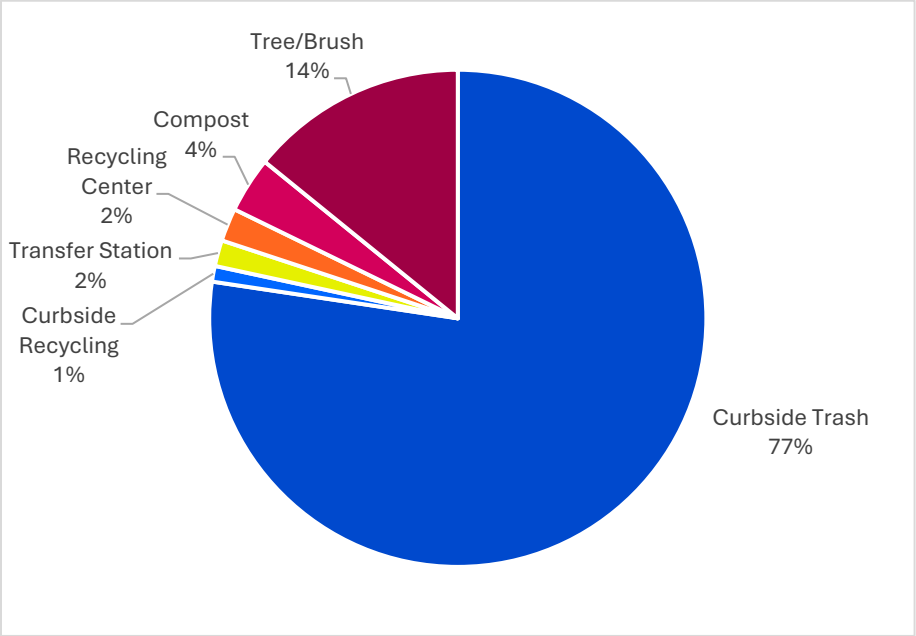
2.0 Current State of Recycling and Yard Waste Diversion

To effectively plan for the City's future materials management and education and outreach efforts, it is important to understand the current state of the recycling and yard waste diversion. This section describes the City's current material generation, including material disposed of and recycled or diverted and population demographics.

2.1 Generation and Diversion Rates

In 2023, City residents generated a total of approximately 24,700 tons of material. Of that material, 21 percent was diverted through recycling and composting efforts, and the remaining 79 percent was disposed of in the landfill (through curbside trash and the transfer station). The composition of residential municipal solid waste (MSW) generation in the City is shown in Figure 2-1.

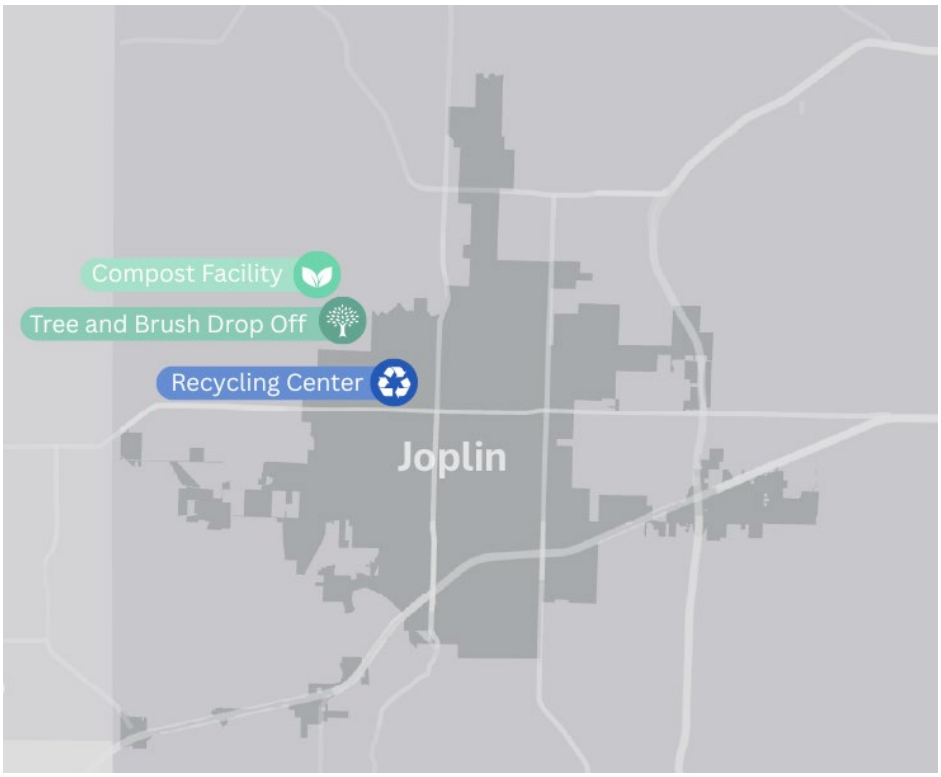
Figure 2-1: Residential MSW Generation, 2023



2.2 Available Recycling Methods

The City currently offers several options for the diversion of materials, including curbside recycling service to single-family residents, drop off recycling, tree and brush drop off, leaf drop off, and curbside leaf collection. Figure 2-2 shows the available drop-off facilities offered by the City.

Figure 2-2: Available Drop Off Locations



2.2.1 Curbside Recycling

The City currently contracts with Republic Services for residential curbside trash collection at a fixed rate for single-family residents. In addition to trash service, residents have the option to opt-in to curbside collection of recyclables for an additional monthly fee of $4.77. This service provides every-other-week collection of recyclables at the curb. Around 10 percent of residents subscribe to this add-on recycling service. This participation rate has remained steady for the past 5 years.

2.2.2 Drop Off Recycling

The City operates a community drop off Recycling Center located on 1310 West A Street which accepts recyclable materials from residents of McDonald, Newton, Jasper, Barton, and Vernon Counties. The Recycling Center accepts recyclables from participating residents at no cost, apart from a select few material types accepted for a small fee. Table 2-1 details accepted materials at the Recycling Center.

Table 2-1: Recycling Center Accepted Materials

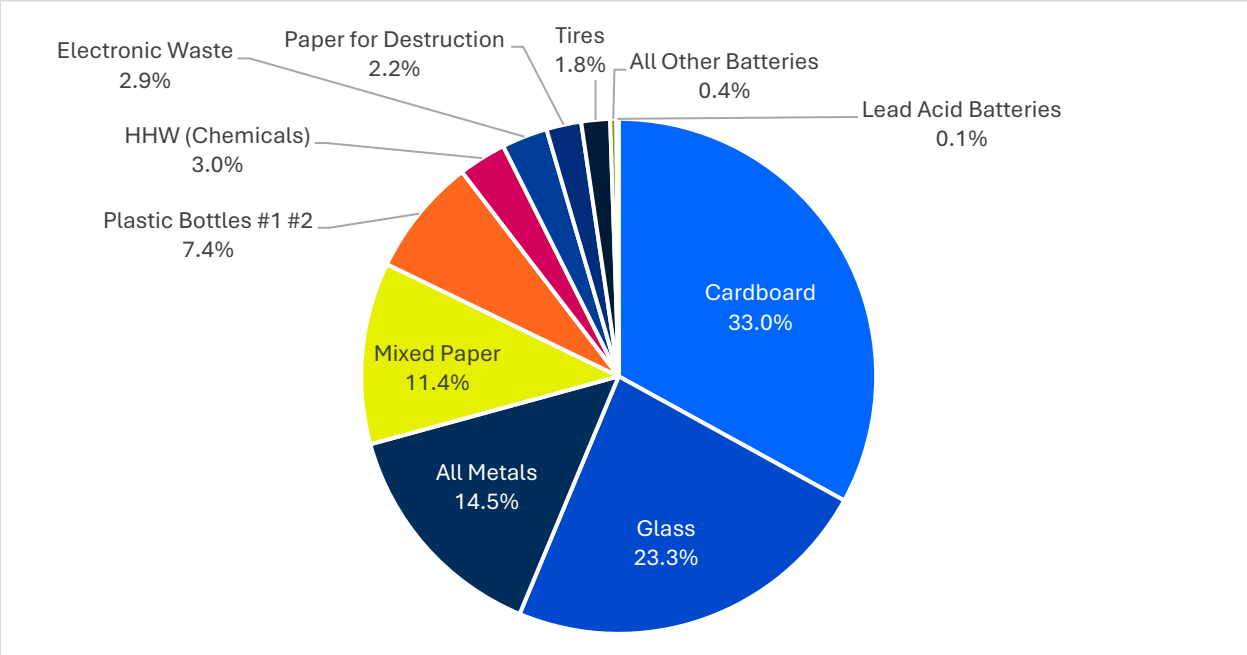
Cardboard	Steel	TVs[1]
Fiberboard	Tin	Monitors[1]
Newspaper	Nickel	Keyboards
White Paper	Printer Cartridges	Home Audio Equipment
Magazines	Cooking Oil	Stereos
Phone Books	Batteries	Speakers

Paper-Back Books	Rechargeable Batteries	Sound Bars
Plastic #1	Automotive Batteries	Electric Heaters
Plastic #2	Computers	Coffee Makers
Glass	Laptops	Appliances
Metal	iPads	Compressors
Aluminum	Tablets	Cords
Brass	Printers	Motor Oil[2]
Copper	Cell Phones	Old Gasoline[2]

1. *$10 fee to dispose.*
2. *Material must be in a pourable, leak-proof container. 3-gallon limit. Additional restrictions may apply.*

The Recycling Center accepted approximately 530 tons of material in 2023. Of that total tonnage, cardboard, glass, metals, mixed paper, and plastic bottles made up the majority of the Recycling Center's composition. Figure 2-3 presents the composition of material received at the Recycling Center in 2023. The Recycling Center does not track customer counts.

Figure 2-3: Recycling Center Material Composition (Tons), 2023



2.2.3 Tree and Brush Drop Off

The City operates a Tree and Brush Drop Off site located at 1702 Schifferdecker Avenue which is open monthly on the third Saturday and the preceding Friday of every month. The drop off site accepts tree limbs and trimmings from trees and shrubs at no cost to residents. Certain items are not accepted at this location, including railroad ties, treated wood or lumber, construction debris, metal or household items, leaves or grass clippings, tires, and appliances. In 2023, the site received around 3,500 tons of material.

2.2.4 Compost Facility

The City operates the Compost Facility, located on Eddy Lane, which accepts unbagged grass clippings and leaves from residents. Tree limbs and brush are not accepted at this facility. The City also provides a residential leaf pick-up program for three months out of the year, generally October through December. The Compost Facility is open year-round for drop-offs at no charge and compost is available for residents to pick up. In 2023, the facility received 895 tons of material.

2.3 Population Demographics

Demographic and socioeconomic indicators provide valuable insights for developing effective access and outreach strategies in this Plan. The following criteria were analyzed for this Plan: low income, limited English, persons with disability, and less than high school education. These criteria were evaluated based on data from U.S. Census block groups to inform equitable planning and engagement efforts.

The population of The City is approximately 52,000 living in around 21,200 households. The City has an unusually high percentage of renter-occupied households at 43 percent[1]. This high rental population creates challenges with education and outreach due to higher turnover rates than owner-occupied households.

Low Income. Low income means individuals whose household income is less than or equal to twice the federal poverty level. A significant portion of central Joplin is considered low income at 44 percent. Low-income residents are likely to be cost-sensitive to additional fees for services such as curbside recycling, which can influence their willingness or ability to participate in services such as curbside recycling.

Limited English. Limited English means the percent of households in which no one aged 14 and over speaks English 'very well' or speaks English only. In eastern Joplin, a small area – representing approximately one percent of the population- falls within the 95th to 100th percentile range for this indicator at the state level. While providing translated material, such as Spanish-language resources, is important, it may not be a primary need.

Persons with Disabilities. Persons with disabilities include the percentage of people with at least one of the following six types of disabilities: hearing, vision, cognitive, ambulatory, self-care, or independent living. Most people with disabilities reside in the central and western areas of the City. Approximately 19 percent of the City is considered to have some sort of disability, which exceeds state and national averages. This is an important consideration when planning community events or encouraging public participation, as accessibility and accommodations may influence engagement.

Less than High School Education. Less than high school education refers to individuals aged 25 and over with less than high school degree. Approximately 10 percent of City residents have less than a high school education, which is almost on par with state and national averages. While this indicator may not stand out statistically, it remains relevant when considering communication methods and outreach materials. Using clear, concise language with minimal technical jargon in all materials will help ensure that information is easily understood by all City residents.

[1] EPA Mapping Tool

2.4 City's Current State of Recycling Education and Outreach

Responsibilities for recycling public education and outreach fall under the City's Solid Waste Division within the Public Works Department. The City's messaging is focused on promoting participation in City programs and special events. General environmental services information is available on the City's website and Facebook page and periodically in the City's newsletter. The newsletter is not issued on a regular schedule, and environmental content is not consistently included. Additionally, the City occasionally hosts a table at the monthly "Third Thursday" community event—typically held from March through October—to promote recycling programs and engage directly with residents. The City responds to requests for presentations and tours of the Recycling Center, typically receiving a handful of such requests each year. The target audience for the City's outreach efforts include single-family and multifamily homes, with a focus on delivering specific event-related information rather than general recycling education and outreach.

In 2024, the City launched a new Marketing & Communications Department to support all departments in developing communication strategies and producing public-facing content. Since its formation, the department has introduced video content, a monthly public email newsletter, and is currently developing a redesigned City website that will include a dedicated recycling page. These new tools present expanded opportunities for consistent, engaging public information about recycling.

3.0 Formative Research

Research and insights were gathered from best management practices and relevant case studies to inform the planning process and shape the City's approach to recycling education and outreach.

3.1 Best Management Practices for Recycling Education and Outreach

The Recycling Partnership is one of the leading organizations in the country on evidence-based recycling education and outreach, and their data was researched for the development of this REO Plan. Best management practices according to the Recycling Partnership for recycling education and outreach include the following:

- Providing frequent visuals of what can and cannot be recycled at home.
- Tailoring messaging and levels of information for different types of recyclers.
- Activating positive feelings to increase trust and enthusiasm for recycling.
- Guiding people on how to correctly interpret packaging and product labels.

Details of methods and messaging best management practices are described in the following sections.

3.1.1 Methods of Effective Recycling Education

Crafting effective messaging is essential to educating and motivating community members to recycle. The research summarized below explores best management practices for message content, tone and language, highlighting what effectively inspires action and builds lasting recycling habits.

Provide recycling bins. Supplying residents with recycling bins significantly increases the likelihood of participation, proving to be more effective than any other single method. Granite Falls, Minnesota gave everyone in their town a larger recycling bin which resulted in an 89% increase in tonnage[2]. The City's current contract with Republic Services does not include recycling carts for all residents.

Use cart tagging. Cart tagging offers a direct and cost-effective way to communicate with active recyclers, reinforcing proper recycling habits by placing informative tags on resident's trash or recycling carts to provide information. Cart tagging is typically utilized to inform participating households of what is acceptable in the recycling carts but could also be utilized to inform non-participating households of the option to sign up for recycling. In a study conducted in Reynoldsburg, Ohio when cart tags were used, 65% of respondents recalled seeing the mailers and there was up to a 51% increase in tonnage depending on the message utilized [2]. An example of the cart tags from the study in Reynoldsburg is displayed in Figure 3-1.

[2] The Recycling Partnership's Center for Sustainable Behavior and Impact Report: Small Town America's Part in Boosting U.S. Recycling Rates

Figure 3-1: Cart Tag Example



Produce and distribute ample educational materials. Provide residents with access to clear, concise and consistent messaging empowers residents to recycle correctly and confidently[3]. When educational messages are communicated clearly and repeated consistently 77% of people report being satisfied with their recycling service[6].

Organize and structure messaging. Repetition is a powerful tool in shaping recycling behavior. Reinforcing the same message over time builds trust, awareness and long-term habits. When repeated communications are used 59% of people believe their recyclables are made into new things and 67% believe that recycling is a high priority in daily life.[4].

Engage in direct communication. Face-to-face communication fosters trust and allows for more personalized engagement with the community. When people receive face-to-face communications, especially when paired with print materials, people are 7.3x more likely to recycle[5].

Reinforce messages through multiple trusted sources. Repeated messaging from various trusted sources reinforces key recycling behaviors and helps establish long term habits[6]. Incorporating recycling education into classroom curriculum and early education is especially important in terms of building foundational habits. According to a survey conducted, when respondents received recycling information from three sources, they were 3.8x more likely to recycle. For each additional source the likelihood of recycling continues to increase[5].

[3] State of Wisconsin's Legislative Audit Bureau: Best Practices for Local Recycling Programs
[4] The Recycling Partnership's Center for Sustainable Behavior and Impact Report: How to Address the Intention-Action Gap in Recycling
[5] Information and the Decision to Recycle: Results from a Survey of U.S. Households, Journal of Environmental Planning and Management
[6] The Recycling Partnership's Center for Sustainable Behavior and Impact Report: 2022 Recycling Confidence Index

3.1.2 Messaging

Crafting effective messaging is a critical component in educating and encouraging community members to recycle. The research below evaluated best management practices about effective messages to use, tones to employ and language to capitalize on.

Use empathetic and emotional tones. Messages that incorporate empathetic or emotional tones foster a deeper connection with the audience and encourage more meaningful engagement. In Reynoldsburg, Ohio using cart tags with empathetic messaging had a 51% increase in tonnage. Similarly, emotional messaging resulted in a 38% increase in tonnage[1].

Build trust before delivering messages. Establishing trust helps recycling messages be received with a sense of openness and credibility[3]. A study by The Recycling Partnership found that 47% of respondents do not believe their recyclables are always or usually made into new things. They also found that when there is transparency in the recycling system people are more likely to participate[4]. Demonstrating where items recycled in Joplin go and what types of new products they become will be key to building trust.

Incorporate motivating language. According to a research study on best management practices in Wisconsin, language such as *easy, natural resources, smart, natural, future, benefits, conscientious, simple, convenient* and *responsible* makes recycling messaging more relatable and persuasive[4]. Due to the nature of this language, it helps motivate people to participate in recycling by making their actions feel positive.

Appeal to personal motivations. People recycle for various personal reasons ranging from protecting the environment, saving landfill space, conserving natural resources, creating cleaner neighborhoods and evoking feelings of pride and contribution which reinforces positive recycling behaviors[4]. Messaging that taps into these motivations makes public campaigns feel more personal and impactful.

Position recycling as a social norm. Framing recycling as a widely accepted community behavior encourages widespread adoption by aligning the behavior with community values and expectations[4]. Psychological studies show that people are 75% likely to conform to a social norm at least once. When recycling is seen as a community standard, individuals are more likely to participate to align with group expectations[7]. Aligning messaging and partnerships will be important to help create a community environment that promotes recycling.

Use graphics over texts. Visual resources rather than text resources increase visual appeal and improve message retention[8]. According to the National Institute of Health, visual explanations are believed to be more effective due to the more direct method of communication[9].

3.1.3 Methods and Messaging Key Findings

Creating a successful recycling education program requires more than just information. It demands thoughtful design that considers how people access, understand and connect with recycling practices. Research highlights three foundational pillars that drive participation and long-term behavior change. Each

[7] Studies of Independence and Conformity: A Minority of One Against a Unanimous Majority (Asch, S. E. 1956)
[8] State of Washington Department of Ecology: Recycling Contamination Reduction Best Management Practices & Resources Companion Guide
[9] Creating Visual Explanations Improves Learning (National Institute of Health National Library of Medicine, Bobek, Tversky)

plays an important role in shaping how communities interact with recycling systems and adopt sustainable habits.

Accessibility. Making recycling easy plays a foundational role in encouraging recycling behavior. When recycling behavior is made easy and convenient, participation rates rise significantly. One of the most effective strategies is providing residents with recycling bins, especially larger or more user-friendly bins. When physical barriers are removed and tools are readily available, individuals are far more likely to engage in recycling practices.

Consistency. Repeated messaging and education are critical for building trust and reinforcing habits over time. Organized, structured communication that is delivered through various channels such as print materials, signage and digital platforms helps residents understand what is recyclable and why it matters. Clear, concise and repeated messages reduce confusion and foster a sense of reliability in the system.

Direct engagement. Engaging with community members enhances the effectiveness of recycling education by making it more personal and impactful. Face-to-face communication, such as door-to-door outreach or community events builds trust and allows for tailored conversations that address specific concerns or misconceptions. This approach not only informs but also empowers residents, creating stronger connection between individuals and their role in the recycling system.

3.2 Case Studies

Public recycling education and outreach efforts from eight regional communities were evaluated: Carthage, Columbia, Neosho, Rolla, Springfield, and Webb City, MO and Olathe, and Pittsburg, KS. Among these, Columbia, Olathe, and Springfield stood out as having the most robust education and outreach programs and therefore were selected as case studies to learn more from their recycling education and outreach strategies. Each of the cities selected for case studies has a significantly larger population than Joplin. Interviews were conducted and included discussion about their mobile apps, K-12 education programs and curriculums, digital marking, and messaging efforts.

3.2.1 Case Study Communities

Services in all three communities are delivered differently. The City of Columbia provides municipal curbside service for all residents but requires residents to redeem vouchers for special recycling bags to participate in recycling. Columbia deploys a moderate level of education and outreach and has moderate participation in the program. The City of Olathe provides municipal recycling service to all residents in carts. They deploy a low level of education and outreach but experience a high level of participation in the recycling program. The City of Springfield offers curbside services on the open market with voluntary participation in recycling for a fee. They have a very robust education and outreach program but a low participation rate. Case study community education and outreach programs are described in more detail in the following sections. Table 3-1 below is a summary of the characteristics of the regional case studies.

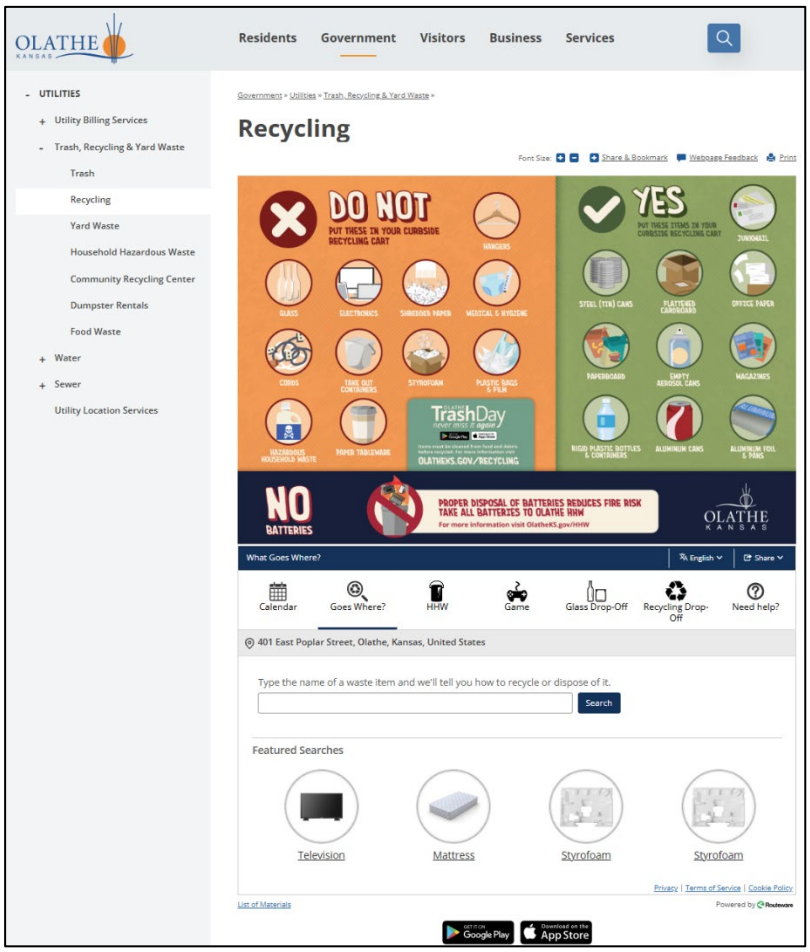
Table 3-1: Regional Case Study Characteristics

Municipality	Level of Service	Dedicated Recycling Education and Outreach Staff	Qualitative Level of Engagement with the Public	Qualitative Participation in Curbside Recycling
Columbia, Missouri	Residents receive vouchers for free recycling bags 2X/year and can request additional vouchers through the City's vendor	No, but a volunteer program specialist is available to assist with education and outreach efforts	Medium	Medium
Olathe, Kansas	Residents are provided with a 95-gallon recycling cart and can request additional carts for free	No, but a communication & marketing specialist is available to assist with education and outreach efforts	Low	High
Springfield, Missouri	Residents have optional curbside recycling with an associated fee	Yes, they have an education and outreach coordinator	High	Low

3.2.2 Case Study Findings

Website Content. All three case study city websites utilize a third-party website tool called Waste Wizard and find it to be a beneficial tool. Its most basic feature includes notifying residents of their curbside recycling and trash pick-up days (including any delays). It is a software tool that allows residents to search for proper disposal methods, access recycling drop-off information, and engage with interactive features, such as multi-level waste sorting games. It can be integrated into either a city website or an existing trash/recycling app, making it easily accessible to the public. A key feature worth highlighting is its ability to access statistics on searched materials, frequency of the tool's usage, and game participation. Recommendations from these communities include keeping the list of recycling items and drop-off locations current and reviewing monthly bills carefully to avoid any potential disputes. A visual of the integrated Waste Wizard tool is in Figure 3-1.

Figure 3-2: Waste Wizard Website Integration Example



Digital Marketing. All three case study communities utilize multiple platforms for digital marketing, which allows for better distribution of information, especially when promoting recycling events or other updates. Cities could further the reach of the community through paid engagement (i.e. social media advertisements). Case study communities noted that although they use multiple platforms, they had the most engagement on Facebook. It was also learned that social media platforms are often managed through a central communications team but developed by recycling coordinators. Creating short, concise, and even trend-based educational videos to engage younger audiences was recommended.

K-12 Education Programs. All three case study communities have some form of interaction in K-12. Benefits include an educated population and recycling, and student behavior influence at home. It was noted that having at least one person working within a school district facilitates any information sharing. The best time of year to engage schools is in the fall since it is typically when students begin their school year and more consistency can be established. The month of May would be the least convenient, as end-of-year preparations are undergoing during this time. Higher demand for education and outreach is typically in April because of Earth Day activities. One community noted that they conduct activities that meet state science standards to get the most out of their engagement. Recycling curriculum that is aligned with Missouri curriculum standards is currently being developed by the City of Springfield and could be leveraged by the City of Joplin. . Focusing on recycling terminology, hands-on activities, and visual learning can make learning

most effective. Presentations and activities should be available and easy to request. It should be considered that teachers need support with recycling kits for classroom activities, making resources easy to use and share with other teachers. There are grant-funded activities that enable teachers to request and receive paid training to support online instructors leading recycling education sessions in their classrooms.

Priority Education and Outreach Efforts. Communities were asked where they would spend two million dollars for education and outreach for it to be most effective. One recommendation was to transition from manual curbside pickup to recycling roll carts, which would include brief messaging on what to recycle via stickers and reinforced by graphics on collection trucks, all while ensuring communication is clear and consistent. It was also suggested to assign staff with communication, education, or similar backgrounds if they are focusing on K-12 outreach as it facilitates interactions. Additionally, merchandise should be thoughtfully designed to avoid becoming waste itself. Whenever possible, items should be made from recycled materials, such as notepads made from recycled paper, to reinforce the recycling message. Adequate staffing at drop-off facilities was also emphasized to support public engagement. Finally, developing a user-friendly app featuring Waste Wizard software would provide residents with easy access to recycling information, helping to streamline and enhance participation.

4.0 Community Input

Community input is essential for identifying local behaviors, barriers and drivers related to recycling in the City and the surrounding areas. For the development of this REO Plan, a series of events and outreach activities were conducted including a community survey, public open house, focus group, tabling at a community event, and hauler interviews. These activities and results provided valuable insights.

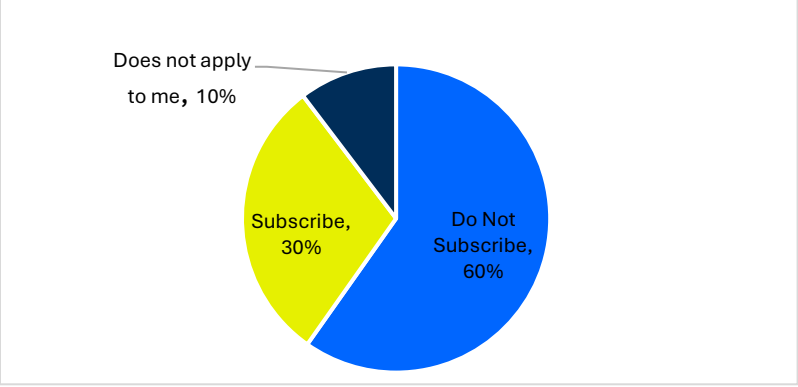
4.1 Community Survey

A virtual community survey was conducted to gather insights from residents of the City and region. The survey was open from April 14 to May 19, 2025, and was promoted through a wide range of outreach efforts. These efforts included social media posts, news segments, newsletters, Third Thursday, a focus group and a public open house. When the survey closed it received 241 responses. Among respondents, 77% were residents of Joplin and 85% lived in single-family homes, while 15% lived in multifamily housing or other arrangements. The survey also reflected an even distribution across age groups and household sizes (ranging from single person to five or more residents). The full list of survey questions and detailed results can be found in Appendix A, while a summary and analysis of key findings are presented below.

4.1.1 Recycling Participation

Most respondents reported not participating in recycling with 70% indicating they did not subscribe to the service, or it did not apply. Furthermore, 39% were unaware that curbside recycling was an available option. Similarly, when asked about using the City's recycling drop-off center 39% said they had never visited and 28% did not know the service existed. The results of the survey questions are in Appendix A, Figure 4-1 showcases the survey responses to participation in curbside recycling.

Table 4-1: Participation in Curbside Recycling Survey Results



4.1.2 Key Challenges and Opportunities to Recycling

Survey responses revealed several key challenges that prevent recycling participation, with a general lack of knowledge emerging as a major barrier. Twenty-seven percent of respondents reported that they find recycling too confusing, while 39% were unaware that a curbside recycling program exists. The cost of the subscription was also identified as another obstacle, with 38% of respondents citing it as a barrier to participating in the programs. Survey responses also highlighted several promising opportunities to increase recycling participation. A strong majority, 77% of respondents, believe that recycling is important and makes

a difference. However, there is a clear desire for greater transparency. Additionally, 21% shared that they do not believe items get recycled. Common barriers to participation identified through the survey are summarized in Table 4-2: Challenges to Recycling.

Table 4-2: Challenges to Recycling Survey Results

Challenges	Disagree	Neutral	Agree
Recycling is confusing. I do not know what can and cannot be recycled.	37%	36%	27%
I did not know curbside recycling was available for a fee.	44%	17%	39%
I did not know about the recycling drop off center.	58%	13%	28%
The cost of curbside recycling prevents me from participating ($4.77/month).	25%	38%	38%
The location of the community Recycling Center is inconvenient.	44%	41%	15%
I do not have enough time to get to the community Recycling Center.	34%	41%	25%
Recycling is not important.	77%	13%	10%
Recycling just ends up in the trash and does not actually get recycled.	49%	30%	21%
It does not make a difference if I recycle or not.	71%	15%	13%

Seventy-eight percent of respondents indicated that seeing proof that recyclables do not end up in the landfill would encourage them to recycle more. Similarly, 74% said they would be more likely to participate if they could see what their recyclables are turned into. Cost of the subscription was another key factor, with 70% of respondents stating that they would be more likely to recycle if the program was free or more affordable. Insights into potential strategies and motivators for improving recycling participation are summarized in Table 4-3: Opportunities to Increase Recycling.

Table 4-3: Opportunities to Increase Recycling Survey Results

Opportunities	Unlikely	Neutral	Likely
Seeing helpful guides or information for what can/cannot be recycled.	7%	23%	70%
City-provided curbside recycling service for free or a reduced rate.	6%	22%	72%
Communication that describes curbside recycling options.	8%	27%	65%
Communication that describes recycling drop-off locations.	5%	31%	64%
Seeing what my recycling is turned into.	6%	20%	74%
Seeing that recycling does NOT end up in the landfill.	5%	18%	78%

4.1.3 Methods of Communication

Survey responses revealed that preferred communication methods were consistent across both recyclers and non-recyclers, suggesting that current outreach strategies may not be significantly influencing recycling behavior. Sixty percent of respondents identified websites or email as their preferred way to receive information. Social media, particularly Instagram and Facebook, were favored by younger and middle-aged groups, while traditional mail remained more popular among older respondents. Television was the least preferred communication method overall.

Results were analyzed by both recycling subscribers and non-subscribers. Overall, both have strong trust in all sources, however, subscribers are more trustful of all entities. Non-subscribers trust the City by 10

percent more than they trust their service provider, indicating that promotional material would be more effective coming from the City. Views on preferred and trusted methods of communication for recycling information are trusted methods of communication for recycling information are summarized in Table 4-4: Trusted Communication Sources.

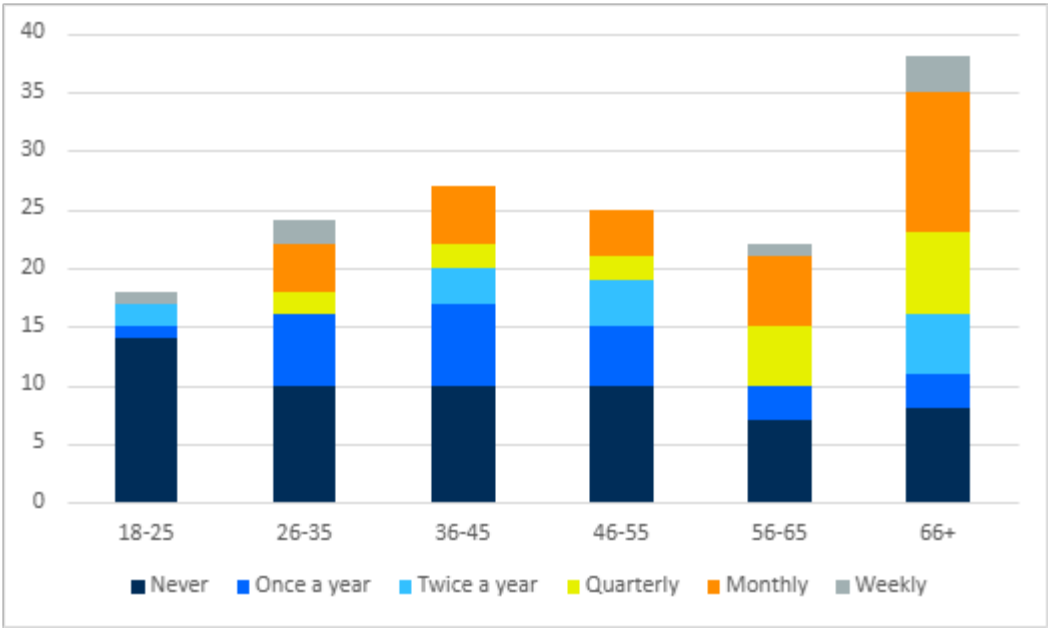
Table 4-4: Trusted Communication Sources Survey Results

	Trust	
Source	**Subscribers**	**Non-subscribers**
City of Joplin	80%	57%
Trash / Recycling Provider	80%	47%
Neighborhood or Community Groups	62%	47%
School (Child's school or university)	69%	50%
Environmental Advocacy Group	70%	53%
News Outlets	52%	43%
Friends	62%	53%
Family	59%	57%

4.1.4 Survey Analysis

The community survey revealed both significant barriers and promising opportunities for improving recycling participation in the City. These insights suggest that improving awareness, reducing confusion, increasing transparency and addressing cost concerns could significantly enhance community recycling engagement. Participation in curbside recycling varied by age group, as illustrated in Table 4-5: Recycling Center Participation by Age, with Recycling Center participation showing a drastic increase as people get older. Communication preferences also varied by age, highlighting the need for tailored outreach strategies based on the target demographic, as shown in Table 4-6: Communication Preferences by Age.

Table 4-5: Recycling Center Participation by Age Survey Results



Communication preferences varied but there were clear trends within age groups. Ages 18-35 were abundantly clear that mail is not the best way to reach out to this age group. The clear answer for the 36+ age groups was that social media is not the best way to reach this age group. Across the board, there was interest in television, community and online methods of outreach.

Table 4-6: Communication Preferences by Age Survey Results

Age Group	18-25	26-35	36-45	46-55	56-65	66+
Television	51%	35%	38%	45%	38%	54%
Online	60%	51%	61%	62%	52%	58%
Social Media	61%	54%	33%	27%	31%	16%
Mail	28%	32%	53%	38%	49%	60%
Community	57%	61%	54%	44%	43%	31%

4.2 Open House

The City hosted an open house at the Joplin Public Library on May 6, 2025, to engage residents in the ongoing recycling initiative. The event was attended by 15 community members and garnered attention from two local television stations. The event provided an opportunity for the City to share updates on recycling efforts and gather direct input from attendees. Participants were encouraged to ask questions, share concerns and offer ideas to help shape the future of recycling in the City and the surrounding region. This in-person engagement fostered meaningful dialogue and added valuable community perspectives to the planning process.

4.2.1 Open House Analysis

The feedback gathered during the open house closely reflected the insights from the community survey. One of the key takeaways was the importance of repeated and accessible outreach. Attendees emphasized the need for recycling information to be available through multiple trusted sources, making it easier for residents to stay informed. Another major theme was the desire for increased recycling education in schools. Participants noted that introducing recycling habits at a young age could influence households through the information children bring home. Finally, attendees expressed a strong need for clearer guidance on what materials are accepted for recycling. Many found the process confusing and said they wanted to participate but often didn't know what was recyclable. They recommended clear, visible signage on recycling bins to help eliminate uncertainty and encourage proper recycling practices.

4.3 Focus Group

The City hosted a focus group at the Wildcat Glades Nature Group on May 7, 2025, to gain deeper insight into attitudes of environmentally focused people in the area towards recycling and identify opportunities for improvement. Thirteen individuals attended, including active members and volunteers from Wildcat Glades, a representative from the Missouri Department of Conservation and students from Kansas City University Medical School (Farber-McIntire Campus in Joplin, MO). The event provided a platform for these participants to share their perspectives on recycling in the City and the surrounding area.

4.3.1 Focus Group Analysis

The feedback gathered from the focus group offered valuable insight into how environmentally conscious residents in the City and the surrounding areas believe recycling efforts can be improved. One of the primary points of discussion was to expand communication channels. Participants emphasized the need for recycling information to come from a variety of trusted sources. A unique suggestion involved partnering with local realtors to include recycling information in welcome packets for new homeowners. Another key recommendation was the development of a consistent, recognizable recycling brand for the City. This would help residents easily identify recycling bins and trust that the information they receive is official and accurate. Finally, the group stressed the importance of increasing access to recycling in public spaces, multifamily housing and commercial areas. Suggestions included adding recycling dumpsters or integrating recycling bins into public trash receptacles. Participants believed that normalizing recycling in shared spaces would help reinforce the habit in resident's personal lives.

4.4 Community Events

A booth was hosted at two 'Third Thursday' events on Joplin's Main Street, held on April 17 and May 15, 2025. Third Thursday is a monthly community celebration held from March through October, where local businesses and organizations set up booths along Main Street to engage with the public. These events provided a valuable opportunity to connect with residents who might not otherwise engage with the recycling survey. During the April event, the City collected 78 survey responses and 43 more were gathered in May. Conversations with attendees revealed that many community members were unaware of the full range of recycling services available. However, most expressed enthusiasm upon learning about local recycling services available. A key takeaway from these interactions was that while interest in recycling is high, many people remain skeptical that their recyclables are being processed and reused.

4.5 Hauler Interviews

Interviews were requested from Republic Services and GFL which both operate in the City. GFL provides commercial trash collection but does not provide any recycling services. Republic Services is the City's residential recycling and solid waste provider and provides commercial collection and was interviewed on May 20, 2025. Several key takeaways were identified as follows.

- The current process for new customer sign-ups creates barriers to participation due to the back-and-forth required between the City and provider. The City may consider streamlining this process by having residents call the City directly to sign up for recycling service to improve the onboarding experience.
- Republic Services has limited promotional material that is available for the City's use specific to the City. They do not currently provide recycling information to new recycling customers when the cart is delivered or promote service availability. Republic has resources on their website for City's to utilize in promoting recycling at https://recyclingsimplified.com/municipal-resources/.
- All recycling collected in the City is delivered to Midwest Fibre and then transferred to a materials recovery facility (MRF) in Springfield, MO, with final commodities distributed to markets across the country. Of note Republic Services is opening a new plastics polymer facility in Indianapolis that will take all mixed plastics from operations around the Country.

4.6 Key Findings

Community input from the survey, open house, focus group, and community events was consistent and revealed that lack of awareness, confusion and skepticism, and subscription cost are major obstacles to participation. The results also indicated that the community has the desire to recycle and believes it is the right thing to do. The two key areas of focus that emerged are the following:

1. Build trust that recycling gets recycled.
2. Increase awareness of recycling and yard waste programs.

Effective communication involves utilizing a variety of methods with the City being one of the most trusted sources. More direct and personal communication such as direct mail, door hangers, and one-on-one conversations at community events are more likely to affect behavior change. The most preferred methods of communication include the City's website, social media, and online sources.

5.0 Audience Identification

Identifying and understanding a responsive audience is essential for designing effective recycling education and outreach strategies. This section describes the types of generators, various levels of awareness of those audiences and the targeted audience for this REO Plan.

5.1 Type of Generator

Each generator type produces distinct waste streams and requires tailored outreach strategies. Below outlines the primary generator categories examined through the study.

Single-Family Residential. The single-family residential generator includes material generated by single-family households. These are typically defined as detached or semi-detached dwellings occupied by one household unit. These generators are serviced through curbside collection.

Multifamily Residential. A multifamily residential generator includes material generated from residential properties designed to multiple families in separate units. The number of families these properties house can vary by jurisdiction. Multifamily generators typically are serviced through shared dumpsters or carts by a commercial provider arranged by the property.

Commercial. A commercial generator includes material generated from non-residential establishments engaged in business, retail, wholesale, service, food service, office, or institutional activities. Waste is commonly collected through dumpsters or roll-off containers and service levels are tailored to the business' needs.

5.2 Level of Awareness of Audiences

The Recycling Partnership identified multiple groups of recyclers based on their behaviors and beliefs. A summary of these groups and their willingness to participate in recycling are summarized as follows.

Committed recyclers (already recycling). This group is already actively participating in recycling efforts. They are willing to go out of their way to recycle and often encourage others to do the same. Committed recyclers typically express pride in their local programs and consistently advocate for broader, statewide recycling solutions.[10] This group can be effective ambassadors for the City's recycling programs.

Survey data indicates that committed recyclers are primarily represented by residents aged 56 and older. They perceive recycling as meaningful and impactful, which motivates them to make the extra effort to participate. While this age group reported few barriers, 18% were unaware that curbside recycling is available for a fee, suggesting a need for clearer communication. In terms of outreach, they prefer receiving information through websites or mail and are generally less responsive to social media platforms.

Willing recyclers when convenient (target audience). These individuals recycle when it is easy, accessible and clearly explained. They generally recognize the benefits of recycling but are unlikely to overcome any barriers or confusion on their own. Their participation is often driven by a sense of obligation or convenience

[10] The Recycling Partnership's Center for Sustainable Behavior and Impact: 2022 Foundational Audience Segmentation Research

rather than strong personal conviction.[10] This group is the target audience for engaging and changing behavior in the City.

Primarily individuals between 35 and 55 represent the City's most promising target audience for increased recycling participation. This group is generally open to recycling but only engages when it is convenient and easily explained. Their preferred communication methods include online platforms and community-based outreach, making them more responsive to digital and event driven engagement. While they face similar barriers to committed recyclers, such as confusion about accepted materials or lack of awareness about available services, this group has not yet overcome them. With the right support, clear instructions and accessible options, they are most likely to shift toward consistent recycling behavior.

Conflicted and overwhelmed recyclers (unlikely to recycle). This group does not recycle and shows little to no willingness to start. They often question the effectiveness or legitimacy of recycling programs, believing the materials are not truly recycled or that the effort is not worthwhile. Promotional efforts are unlikely to influence their behavior.[10] This group is a secondary target audience for engaging and building trust that recycling gets recycled and to change behaviors over time.

Survey results indicate that this audience is represented by age 34 and under. They are not opposed to recycling but often lack the time, resources or awareness needed to participate consistently. This age group primarily relies on social media and peer networks for information. Although they generally believe recycling is important, 70% were unaware that curbside recycling was even an option and 23% cited cost as a barrier. While not the City's primary target audience, this group represents a future opportunity if outreach is tailored to their lifestyle, communication preferences and financial constraints.

5.3 Targeted Audience

The target audience group is those willing recyclers who participate when it is convenient and clearly explained. Survey results support the following demographic targets.

Single-family Residential Age 35 and Older. The targeted audience for increasing participation in curbside recycling and other diversion programs is ages 35 and older. Middle aged and older represent most current subscribers. Younger audiences are less likely to subscribe likely due to living in either a rental property, multifamily property, or limited income.

Multifamily Residential Age 25 and Older. The targeted audience for increasing participation in the recycling drop off program is ages 25 and older. The Recycling Center is currently most frequented by participants in retirement age but there is a strong participation across all other ages. Younger audiences are less likely to participate.

Commercial. No community outreach was performed with this generator type; however, commercial generators comprise a significant portion of the waste generated in the community. This audience should be targeted with information about options for available recycling services.

Youth. Youth education is a critical component to building a future of trusting recyclers. This audience should receive education in schools with a means of bringing the information to the home.

6.0 Key Messaging

The key messaging in this REO Plan was developed through a combination of best management practices, community feedback and input from City staff. It reflects a shared vision: Joplin is a community where residents and businesses believe in the value of recycling and actively participate in waste diversion to support a cleaner, healthier environment. The messaging and tone outlined below are crafted to help achieve that vision, using clear, consistent and emotionally resonant communication that motivates action and builds long-term trust in the City's recycling program.

6.1 Core Message

"Recycling is easy and makes a difference." This two-part core message is grounded in best management practices and supported by survey data, which highlight two key barriers: many people believe recycling is difficult and others doubt that materials are recycled. By increasing awareness of local recycling services, participation is expected to rise as people realize how accessible the process is. For those who are already aware but remain skeptical, building trust is essential. Clear communication about what happens to recyclables can foster confidence, not just in the recycling system, but in the department's commitment to transparency and sustainability.

6.2 Support Messages

Support messages guide communications that encourage specific recycling behavior. The support messages are designed to meet people where they are at, whether it is someone new to recycling or unsure about what happens once their recyclables are on the truck. By focusing on convenience, trust and community impact the messages help residents and businesses feel confident in their actions and connected to a larger purpose.

"Curbside recycling is easy." Recycling at home should feel simple, and with the City's curbside program, it is. Just sort the recyclables, place them in the bin and set it out on collection day. No extra steps, no confusion. This city service is designed to make it easy for you to do your part. When recycling feels effortless, more people participate and together, the community makes a bigger impact.

"Drop-off recycling fits your schedule." Life gets busy, that's why the City offers convenient drop-off locations, so anyone can recycle whenever it works for them. The recycling centers are here to help; clear signage and easy access make it simple to keep recycling part of a routine no matter the schedule.

"Businesses can recycle cardboard too." Recycling isn't just for households; businesses play a large role too. If businesses use a lot of cardboard, collection providers offer a recycling service that is easy to use and built to support commercial needs. By participating, businesses can not only reduce waste but also show customers and employees they care about the community and the environment.

"Compost yard and brush." Yard trimmings and brush don't belong in the trash; they belong in a better place. The City's composting program makes it easy to turn organic waste into something useful. Using the City's compost program to reduce waste and support healthier soil, it is a simple way to care for the planet.

"Recycle. Reuse. Reduce. RETHINK!" Recycling isn't just about sorting materials, it's about rethinking everyday choices. From packaging to products, every decision made can help reduce waste and conserve

resources. The City's recycling program makes it easy to give materials a second life. It starts with a simple mindset shift, and a commitment to do better, every day.

"Recycling really gets recycled." It's understandable to wonder what happens after recycling is placed in the bin. The truth is, recyclables are collected, sorted and turned into new products through Joplin's trusted recycling program. Showing what happens behind the scenes builds confidence that the community's efforts matter. Recycling works, and everyone's participation makes a real difference. To further this message, media development should include a partnership with Republic Services to showcase the materials recovery facility (MRF) and highlight the types of new products that recycled materials are transformed into.

6.3 Tone and Style

The tone and style of the core message and its supporting messages are intentionally emotional, empathetic and empowering. Using approachable language and emotionally resonant themes helps connect with people's values and everyday experiences. Words like "easy" or "simple" reduce perceived barriers and encourage action by making recycling feel manageable and routine. Phrases like "city program" or "Joplin's recycling program" build trust and credibility by reinforcing that these services are official, reliable and part of a broader community effort. An empathetic tone acknowledges common frustrations or doubts while offering clear, reassuring solutions. This style not only informs but also motivates, helping residents feel confident that their actions matter and that they're supported by a trustworthy system.

7.0 Communication Strategy

The communication strategy outlines how the City can effectively share its recycling message with the community, helping residents not only understand the services available but also feel motivated and confident to participate. Grounded in the core message, as well as community input and research, this strategy uses a mix of strategies to reach diverse audiences.

7.1 Owned Media

Owned media plays a vital role in delivering consistent, trusted messaging about recycling. These platforms are already established, accessible and familiar to residents. Using these channels strategically, the City can reach a wide audience that can work to build a strong foundation for building awareness, encouraging participation and fostering long-term trust in the City's recycling programs.

Website. Update the City's recycling website to help users quickly find the information they need. Prioritize high interest content, such as curbside recycling details and recycling center information at the top of the page moves the most used services front and center. Update broken links with accurate, easy-to-understand resources. Clearly highlight recycling as a core city service. The City is in the process of a website redesign project which is estimated to launch in May 2026.

Consider the integration of the Waste Wizard tool. Waste Wizard allows residents to look up how to properly dispose of items, receive reminders for curbside pickup and stay informed about service delays.

City newsletters. Include a dedicated recycling section on a recurring basis in the City's community email newsletter to increase awareness and participation. Share personal stories of actual community members who participate in the City's recycling and yard waste programs. Survey results show that City residents overwhelmingly trust the City as a reliable source of information.

Social media channels. Share clear, engaging and visually appealing posts through the City's main social media accounts to connect with residents where they already spend time online. Social media is a powerful tool for reaching residents, especially those who may not regularly engage with the City's website or newsletters. Survey data shows that Facebook and Instagram are the preferred platforms for the target audience, making them ideal channels for recycling outreach. These posts can highlight curbside services, drop-off locations, recycling tips and success stories, reinforcing the idea that recycling is easy, effective and supported by the city. Social media also allows for two-way communication, helping build trust and community engagement around recycling efforts.

7.2 Earned Media

Earned media provides a trusted, community-centered way to share the City's recycling message through news coverage, public service announcements and partnerships with local media outlets. These channels offer credibility and broad reach, helping build public trust and reinforce transparency.

Press releases and media outreach. Leverage the City's established media relationships to share recycling updates through trusted, community-wide channels. Press releases and media coverage help amplify key messages, promote upcoming events and highlight program milestones, such as the installation of new equipment or the signing of a new recycling contract.

Public service announcements (PSAs). Develop a PSA to share recycling information with a broad audience. PSAs can be aired across many platforms including TV, social media, and radio.

7.2.1 Shared Media Opportunities

Leverage other trusted voices in the community to expand the reach of the recycling message. Collaborative posts on platforms like Facebook or Instagram, with elected officials, local influencers, media outlets and other respected organizations can help engage audiences who may not follow the City's official channels.

7.2.2 On-the-Ground Tactics

Face-to-face and community-based outreach remains one of the most effective ways to build trust, answer questions and encourage participation in recycling programs. On-the-ground tactics allow the City to meet residents where they are. These personal, visible efforts reinforce the message that recycling is easy, accessible and supported by the City.

Flyers. Develop a flyer to raise awareness about recycling services. Distribute the flier in community centers, libraries, schools, or events with accessible information that residents can take with them. Use QR codes on all print media. Flyers are especially useful when paired with clear visuals and concise text, they provide residents with information they need to recycle confidently.

Welcome folders. Create a City welcome folder to introduce new residents to local recycling services. This folder can include brochures from various city departments, with a dedicated insert for recycling information, such as service options, schedules and guidelines. Designed to be distributed by realtors or at city offices, the folder provides a convenient, concise resource for newcomers.

Town halls. Offering an opportunity for direct engagement between City staff and the community, town halls are a useful tool for spreading correct information and building trust in the community. These forums allow residents to ask questions, express concerns and learn more about how recycling works in the City. By creating a space for open dialogue, town halls help build trust and transparency.

Community events. Participating in local events, such as festivals, farmers markets or neighborhood block parties, allows the City to connect with residents in a relaxed, informal setting. Setting up a booth or interactive display focused on sharing recycling information can encourage educational conversations. These events are ideal for distributing educational materials, demonstrating tools like Waste Wizard and helping people sign up for services on the spot.

7.2.3 Partnerships and Stakeholders

Building strong partnerships is essential to expanding the reach and impact of the City's recycling education and outreach efforts. Trusted community stakeholders, such as schools, business organizations and local interest groups, can help amplify the City's message and connect with audiences that may be harder to reach through traditional channels.

Schools. Schools are a natural partner in promoting recycling education. By engaging students, teachers and families, the City can help instill lifelong recycling habits and build awareness from an early age. Classroom presentations, recycling challenges and student-led initiatives can make learning about recycling fun and impactful. Schools also serve as trusted messengers to parents and caregivers, extending the reach of the City's message into households across the City.

Chamber of commerce. The Joplin Area Chamber of Commerce is a key ally in reaching the business community. Through this partnership, the City can promote commercial recycling services, share best management practices and encourage local businesses to participate in sustainability efforts. Hosting joint events, sharing information through Chamber newsletters and recognizing businesses that lead in recycling can help normalize and celebrate environmental responsibility in the commercial sector. This collaboration supports waste diversion goals while also strengthening the connection between economic development and environmental stewardship.

Interest groups. Local interest groups such as Minnie Hackney Community Service Center, Wildcat Glades Nature Group and the Southwest Center for Educational Excellence are deeply rooted in the community and passionate about education, equity and the environment. These organizations offer valuable platforms for outreach, education and collaboration. Whether through co-hosted events, educational workshops or shared media campaigns, these groups can help tailor recycling messages to specific audiences, so they are inclusive, culturally relevant and community driven.

7.3 Paid Media

Paid media allows the City to strategically amplify its recycling message across high-visibility platforms. By investing in targeted advertising, both digital and traditional, the City can reach residents who may not be actively engaged through other channels. While all the tools below are being considered, not all media channels are recommended equally, as their effectiveness may vary depending on audience, reach and cost efficiency.

Print media. Develop a series of mailed media such as postcards for direct communication with target audiences. Mailers should be repeated a minimum of three times. These postcards can promote curbside recycling sign-ups, drop-off locations, and show where recyclables go after they get recycled to build trust.

Digital media. Invest in boosting digital advertisements through platforms like Google, Instagram, and Facebook and other digital ad placements to deliver tailored messages to residents based on location, interests and online behavior. These ads can promote curbside recycling sign-ups, drop-off locations, and show where recyclables go after they get recycled to build trust.

Television. Develop a well-produced television PSA that highlights the impact of recycling, showcase local success stories or demonstrate how easy it is to participate in City programs.

Radio. Develop a PSA with local radio stations to deliver short, engaging messages that promote recycling services and build trust that recyclables get recycled. Radio also allows for repetition, which helps reinforce key messages and build awareness over time. These PSAs can be paired with advertisements for additional reiteration.

8.0 Creative and Content Plan

A well-crafted creative and content plan is essential for building awareness, driving participation and fostering long-term engagement with the City's recycling program. This section outlines the strategic use of branding, content types, accessibility considerations and platform-specific approaches to ensure messaging is clear, consistent and inclusive.

8.1 Branding

The City has a branding guideline that should be the foundation of the development of a City recycling education brand. The following guidelines outline logo design, color usage, font usage and visuals work together to create a compelling and consistent brand presence. The City's brand guide is provided in Appendix B.

Logo. Develop a specific logo for the City recycling education brand that is distinct within the City's brand guide. The City has a history of creating logo variations to represent various departments while maintaining consistency with the overall brand.

The proposed brand is "Joplin Recycles" and may be rendered in a single brand color to distinguish it. To visually communicate the theme of recycling and environmental responsibility, the design could incorporate the chasing arrows symbol and potentially nature imagery, such as a leaf.

Colors. Adhere to the City's established brand color guidelines. Consistency in color usage helps residents quickly associate recycling communications with official City messaging. It is recommended that Cunnigham Green serve as the primary color for all recycling-related branding. This vibrant, recognizable color can be used with other approved supporting colors from the City's brand palette to create a cohesive and visually appealing identity.

Fonts. The City's brand guidelines designate specific options of typeface for all branded and design materials. To maintain consistency and reinforce the legitimacy of the recycling program as a city-led initiative, it is recommended to continue selecting one typeface and using it across all recycling-related content.

Visuals. Utilize visuals in communicating the community-centered and environmentally conscious values of City's recycling program. Foster a sense of familiarity and trust with imagery captured around the Joplin area. The local context helps residents feel more connected to the initiative and reinforces its relevance in their daily lives. Recommended visuals include residents signing up for recycling services, community members visiting the Recycling Center, individuals recycling at public bins and neighborhood scenes with recycling and trash bins placed curbside. These types of images offer a relatable and positive representation of recycling, encouraging broader participation and engagement.

8.2 Content Types

To effectively engage the community and promote participation in the City's recycling program, a diverse range of content types should be utilized. Each format offers unique strengths in reaching different audiences and delivering key messages.

Videos. Short-form videos are an engaging and accessible way to share recycling information with the public, especially across social media and digital advertising platforms. This content is ideal for breaking down complex topics into easy-to-understand visual narratives that resonate with a broad audience. Recommended video topics include a look at what happens to items after they are recycled and a look at how easy and impactful it is to recycle at home. These videos should be concise, visually appealing and aligned with the City's branding to maintain consistency and credibility.

Stories. Social media stories are a versatile and evergreen content format that can be easily updated and repurposed across multiple platforms. Their short, engaging nature makes them ideal for delivering quick bursts of information, promoting interaction, and driving traffic to key resources. Stories can be used for: sharing event notifications or reminders, providing a direct link to sign up for recycling services or highlight quick recycling tips or updates. This format is especially effective on social media where it can be reused regularly to maintain visibility and engagement.

Flyers. Flyers are a cost-effective and highly visible way to share key recycling information with the community. Designed for quick readability, they can be distributed at public events, posted in community centers or included in utility mailings. They can also be shared with realtors and included in "new homeowner" packets provided by the City to ensure new residents are informed from the start. Include a QR code directly to the City's recycling webpage. Potential topics could be upcoming recycling events, recycling instructions, benefits of recycling for the community or contact information and links to sign-up. To maximize the impact, they should be visually appealing with ample images, concise messaging and clear calls to action.

Direct mail. Direct mail postcards are a tangible and targeted communication tool that can effectively reach households with key recycling messages. Their physical presence makes them ideal for reinforcing awareness, prompting action and building trust through repeated exposure. This format is especially effective when mailed multiple times to ensure visibility, reinforce messaging and encourage participation across different segments of the community.

Giveaways. Giveaways serve as informative resources that can provide detailed guidance on recycling practices. These materials are well-suited for distribution at schools, community meetings or recycling centers. Giveaways should be functional and maintain sustainability in both materials and functions. Consider items such as magnets, stickers, and reusable grocery bags.

Toolkits. Develop and distribute a toolkit for distributing to teachers to be used in classrooms and a toolkit for businesses. Toolkits tailored for schools and businesses empower local organizations to become active partners in promoting recycling.

Cart labels. Cart labels are a practical communication tool that delivers recycling guidance where decisions are made. These labels, designed to as durable stickers adhered directly to Republic recycling bins, clearly communicate what materials are acceptable and unacceptable for recycling. Their placement ensures residents receive timely, visible reminders that support correct recycling habits. The City should collaborate closely with Republic Services in this effort as the stickers will be applied to their bins and should follow their guidelines.

8.3 Accessibility Considerations

Making all recycling-related content accessible to every member of the community is a critical component of an inclusive communication strategy. In accordance with the American with Disabilities Act (ADA), accessibility must be integrated into every content type to remove barriers and aid equitable access to information.

Demographic research confirms that English is the only language needed for recycling materials, while best management practice research shows that using visual aids and plain language makes the materials effective across all education levels.

Visual content. This type of content includes videos and printed materials and should include high-contrast color schemes, legible font sizes and alternative text for images. Videos should feature closed captions and audio descriptions to support individuals with hearing or visual impairments. Printed materials should be designed with readability in mind, avoiding dense text or complex layouts.

Digital content. Follow web accessibility standards to maintain compatibility with digital content. This includes using descriptive link text, proper heading structures and accessible file formats. Whenever possible, prioritize presenting content in HTML format rather than PDFs, as HTML is more easily read by screen readers and supports a more inclusive experience.

Language. Offer materials written in clear, plain language explanations can help anyone understand the content that is distributed.

8.4 Content Calendar and Platform Specific Plans

This section outlines a comprehensive creative and content plan that uses research, best management practices, and community input to engage the community.

8.4.1 Content Calendar

Develop a structured content calendar for maintaining consistency, maximizing engagement, and ensuring timely delivery of key messages throughout the recycling campaign. By planning with the content, the City can strategically align messaging with community events, seasonal themes, and program milestones. This streamlines content creation while allowing for flexibility in adapting to real-time feedback or emerging opportunities.

8.4.2 Platform Specific Plans

Each communication platform offers unique strengths and requires tailored strategies to effectively reach and engage its audience. Customize content formats and tone for each platform the City to make recycling messages more accessible and impactful. Below are example media platforms, but utilize the City's platforms and any additional platforms the City administers. Unique accounts for recycling education and outreach information is not recommended, rather, using the existing City accounts.

Facebook. Facebook is a key platform for community engagement, event promotion and sharing longer-form content. It was identified as one of the most frequently used platforms by survey respondents, making it a valuable channel for outreach. The most effective content includes adapting printed flyers into digital formats, sharing informative videos and posting stories that highlight local efforts. Using local photos and tagging community partners can significantly boost visibility and trust. Posts that encourage interactions are

especially beneficial for building community momentum. The City will use the main City Hall Facebook account for all recycling-related content to keep messaging centralized and accessible. This does require careful planning to prevent recycling posts becoming overwhelming.

Instagram. Instagram is ideal for visual storytelling and delivering quick, easy to understand content. It was also among the most used platforms by survey respondents, making it ideal for a broad audience. Stories, reels and carousel posts are particularly effective for engagement. This platform offers a strong opportunity to reinforce brand identity through consistent use of the branding color and to enhance accessibility by including alternative text and captions. The City does not currently have an Instagram account but may add one in the future.

YouTube. YouTube is an ideal platform for hosting educational and evergreen video content. It supports longer-form storytelling, making it perfect for "how-to" videos, PSAs and behind-the-scenes tours of recycling facilities. To maximize viewer retention, videos should be kept under two minutes and include subtitles for accessibility. These videos can also be repurposed across other platforms to extend their reach.

City Website. The City website serves as the central hub for all official recycling information. It is the most reliable and accessible location for evergreen content, including sign-up instructions, program details and downloadable resources. To make the website user-friendly the content should be presented in a clear, straightforward format. The main content should be focused on signing up for curbside, how to engage with drop-off recycling and toolkits for schools and businesses.

9.0 Budget

The budget outlines a suggested distribution of available resources across the various media platforms based on the findings of the community engagement. A marketing partner will be sought and their expertise may further adjust and refine the recommended marketing budget during the proposal process and after the vendor is selected.

Media	Proposed Budget
Production of video PSAs and media buys TV, website, and digital marketing.	$175,000
Production of radio PSA and radio media buys.	$25,000
Newspaper advertisements.	$5,000
Digital media production and marketing including social media calendar development, content creation, boosts and promotion buys. Includes direct to resident engagement such as text messaging.	$500,000
Print materials and handouts: stickers, magnets, reusable grocery bags fliers, postcards, direct mail and postage, door hangers. It can be used for distribution at events, schools, new residents' folders and libraries.	$800,000
Website development and Waste Wizard application.	$45,000

10.0 Schedule

The schedule for the implementation of this REO Plan is to start immediately with all financial resources expended no later than March of 2027. The preference is to complete a significant portion of efforts in the first 12 months. The schedule is based on the City's grant funding timeframe. The materials created for the REO Plan implementation should be evergreen such as fliers, PSAs, reusable grocery bags, and videos so that the City may continue to use this collateral beyond the grant funding period.

11.0 Monitoring, Evaluation and Reporting

Monitoring, evaluation and reporting are critical components of the REO Plan to helps maintain that all efforts are data-driven, transparent and continuously improving. This section outlines the framework for assessing the effectiveness of outreach strategies, measuring public engagement and tracking behavioral change over time.

11.1 Performance Indicators

Performance indicators are essential tools for evaluating the effectiveness of the REO Plan. They provide measurable data that helps assess how well the program is achieving its goals in terms of public awareness, engagement and behavior change. Key performance indicators include impact in curbside recycling sign-ups and the tonnage of materials collected at the recycling center. By tracking a combination of digital engagement metrics, survey responses and action-based outcomes, the City can gain a comprehensive understanding of the program's reach and impact.

Republic recycling data. Track data from Republic Services on a monthly basis to evaluate the measure of curbside recycling behavior within the community. This includes curbside recycling sign-ups and diversion quantities. These figures are critical for evaluating the impact of the REO Plan.

City of Joplin recycling data. Track the data at City recycling drop-off locations including the Recycling Center, Compost Facility, and Tree and Brush Drop Off and at special collection events. Track participation in customer counts as well as material quantities.

11.2 Reach, Engagement and Website Traffic

Monitor how well the program reaches its intended audiences and how those audiences are engaging with the content. This section outlines the approach for engagement metrics.

11.2.1 Awareness and Engagement Metrics

These metrics reflect how many people are exposed to the campaign and how they interact with its content. While these metrics do not confirm behavior change, they are critical for understanding interest and awareness.

Website. Track website analytics, such as page views and time spent on pages, provide valuable insights into public interest and information-seeking behavior. As a central hub for campaign content, the website serves as a strong indicator of reach and engagement, especially when traffic is analyzed following outreach efforts. Website tracking tools are essential for understanding how users interact with online content. Metrics such as page views, session duration, bounce rates and referral sources help evaluate the effectiveness of outreach efforts and identify which topics or pages generate the most interest. These insights guide future content development and campaign timing.

Email newsletters. Track open rates and click-through data from email newsletters to measure engagement. Comparing these metrics to subsequent website traffic helps assess both the effectiveness of the newsletter and the level of interest in the recycling program among targeted demographics.

Social media channels. Monitor impressions, shares and comments on social media platforms to provide real-time feedback on public engagement. Tracking website traffic following social media posts helps evaluate the effectiveness of content and timing. Meta Advertisements Manager is used to monitor the performance of paid campaigns across Facebook and Instagram. It offers real-time data on impressions, reach, click-through rates and conversions. This tool helps assess the effectiveness of targeted messaging and allows for adjustments to improve campaign outcomes.

Press releases. Measure the impact of press releases by media pickup and publication reach. While audience estimates can vary, correlating media coverage with website traffic spikes offers a reliable indicator of reach and public interest.

Public Service Announcements. Track PSA airtime frequency and estimated audience reach provided by the media outlets. Website traffic during and after PSA campaigns can help determine their effectiveness in driving public engagement.

Flyers/Handouts. Reach for printed materials can be measured through QR code scans, direct URL visits or how many were sent out or handed out. The QR code and direct URL visits provide tangible data on how many people are engaged with the content and sought more information.

Welcome Packets. Track distribution of new homeowner welcome packets.

Direct mail. Track the distribution and response rates of direct mail metrics through QR code scans or sign-ups and delivery volume.

Recycling bin stickers. Track the number of stickers distributed, areas covered and any changes in contamination rates.

Giveaway reusable grocery bags. Track the number of bags distributed, or handed out at community events, these can become a memorable touchpoint that supports long-term behavior change.

Town Halls. Track attendance, participant demographics and feedback during town halls offers insights into community engagement. Monitoring follow-up actions, such as sign-ups or inquiries, helps assess the event's impact on outreach goals.

Digital Advertisements. Digital advertisements are evaluated through impressions and conversion rates. Tools like Google Analytics and Meta Ads Manager provide detailed data on how many viewers acted, such as visiting the website or signing up for updates.

Google Analytics provides detailed data on website performance, including user demographics, traffic sources and behavior flow. It enables the team to track how visitors arrive at the site, what actions they take and how long they stay. This tool is particularly useful for measuring the impact of digital campaigns and identifying trends in public engagement over time.

Radio Advertisements. Radio advertisement performance is assessed using station-provided audience data and airtime logs. Monitoring website traffic during ad campaigns helps determine listener engagement and message resonance.

Television. Television reach can be evaluated using Nielson ratings or station-provided data. As with other media, tracking website traffic during and after ad campaigns provides a strong indicator of public response.

Nielson ratings provide standardized data on television viewership, offering insights into the reach and frequency of PSAs and advertisements. These metrics help determine the potential audience size and effectiveness of TV-based outreach efforts, especially when paired with website traffic data during campaign periods.

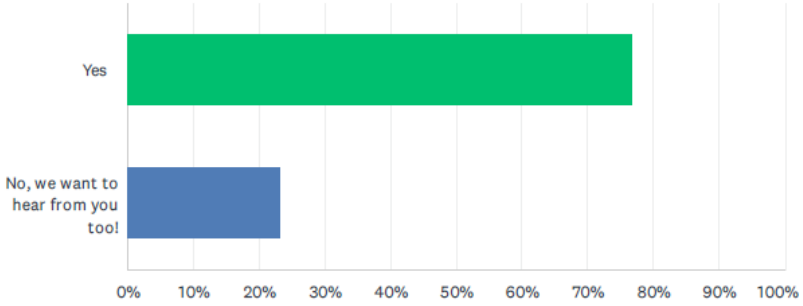
11.3 Reporting

The Public Works Department, in collaboration with the Communications and Public Engagement team, will lead the reporting process. These departments will be responsible for collecting and analyzing data from various sources, including digital platforms, community events and partner organizations. Findings will be shared with internal stakeholders

Appendix A – Community Survey Results

Q1 Are you a resident of the City of Joplin?

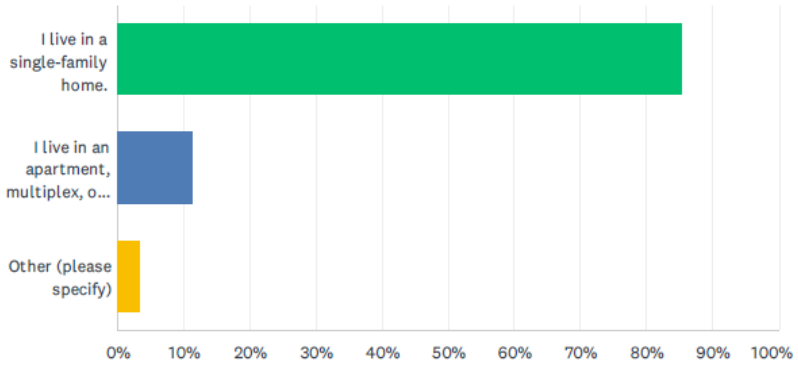
Answered: 240 Skipped: 1



ANSWER CHOICES	RESPONSES	
Yes	76.67%	184
No, we want to hear from you too!	23.33%	56
TOTAL		240

Q2 What type of housing describes where you live?

Answered: 241 Skipped: 0

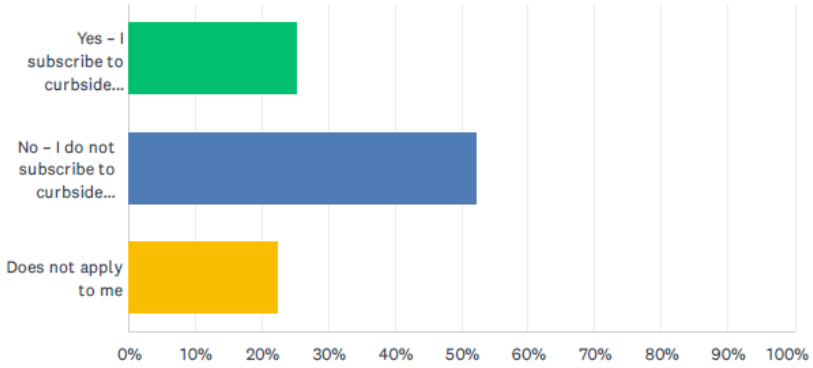


ANSWER CHOICES	RESPONSES	
I live in a single-family home.	85.48%	206
I live in an apartment, multiplex, or mobile home complex.	11.20%	27
Other (please specify)	3.32%	8
TOTAL		241

#	OTHER (PLEASE SPECIFY)	DATE
1	Sober living	5/15/2025 8:06 PM
2	Homeless	5/15/2025 7:39 PM
3	Motel	5/15/2025 6:38 PM
4	With my mom	4/17/2025 7:54 PM
5	P	4/17/2025 7:23 PM
6	2story	4/17/2025 7:08 PM
7	Duplex	4/17/2025 6:23 PM
8	Sober living	4/17/2025 6:16 PM

Q3 Do you currently subscribe to the curbside collection of recyclables for an additional $4.77/month?

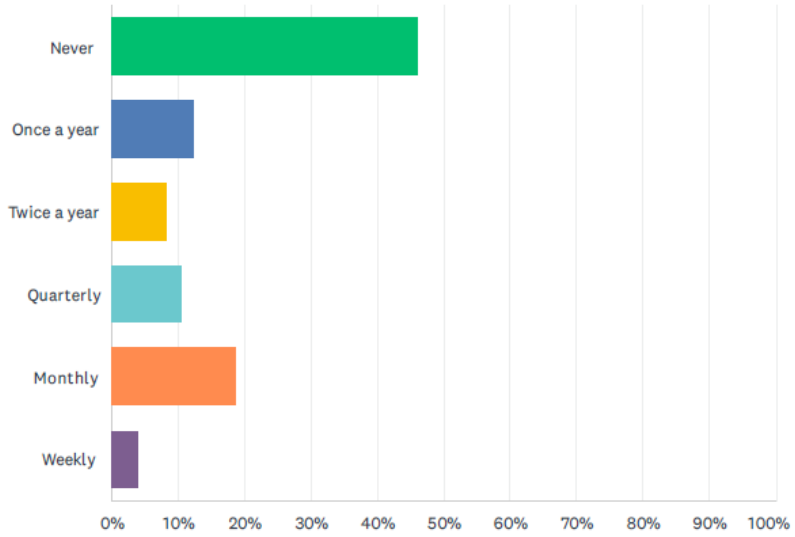
Answered: 241 Skipped: 0



ANSWER CHOICES	RESPONSES	
Yes – I subscribe to curbside recycling	25.31%	61
No – I do not subscribe to curbside recycling	52.28%	126
Does not apply to me	22.41%	54
TOTAL		241

Q4 Have you ever visited the City's Recycling Center and Household Hazardous Waste Drop Off (located at 1310 West A Street) and how often do you visit?

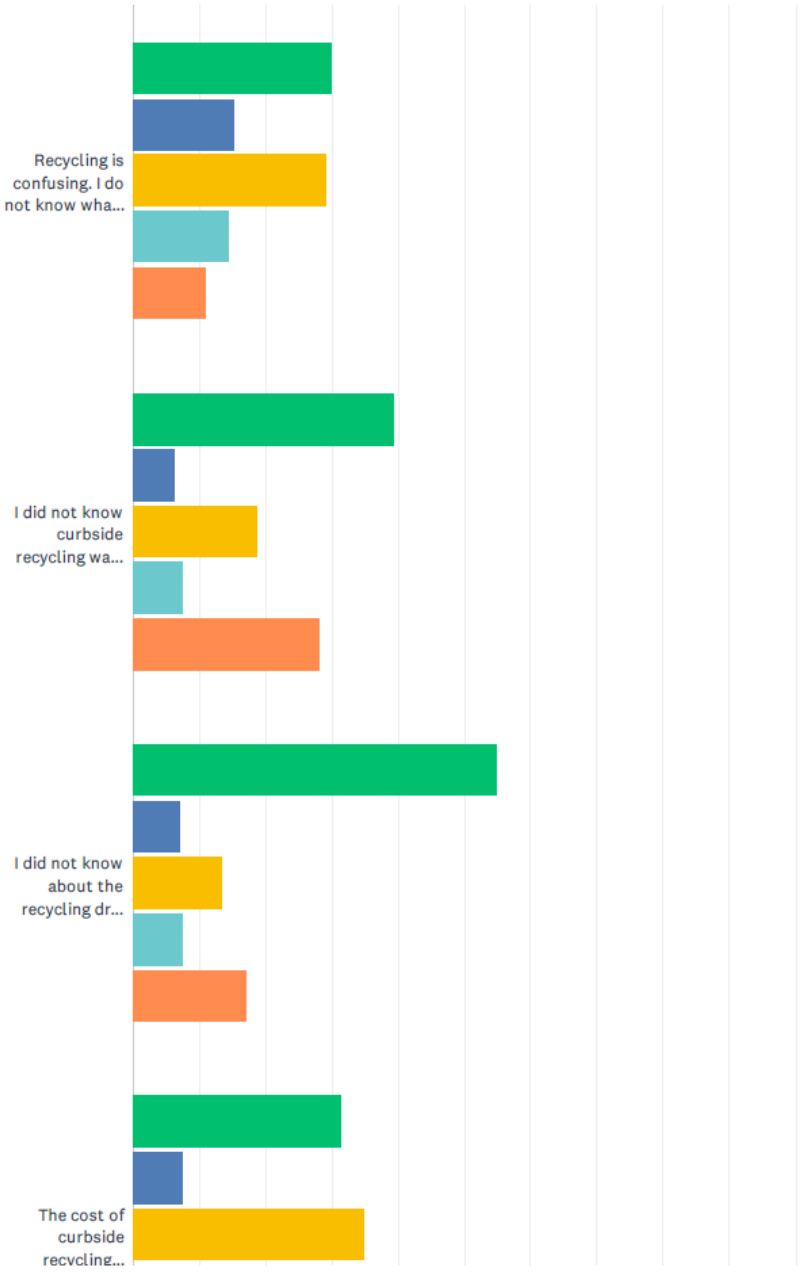
Answered: 241 Skipped: 0

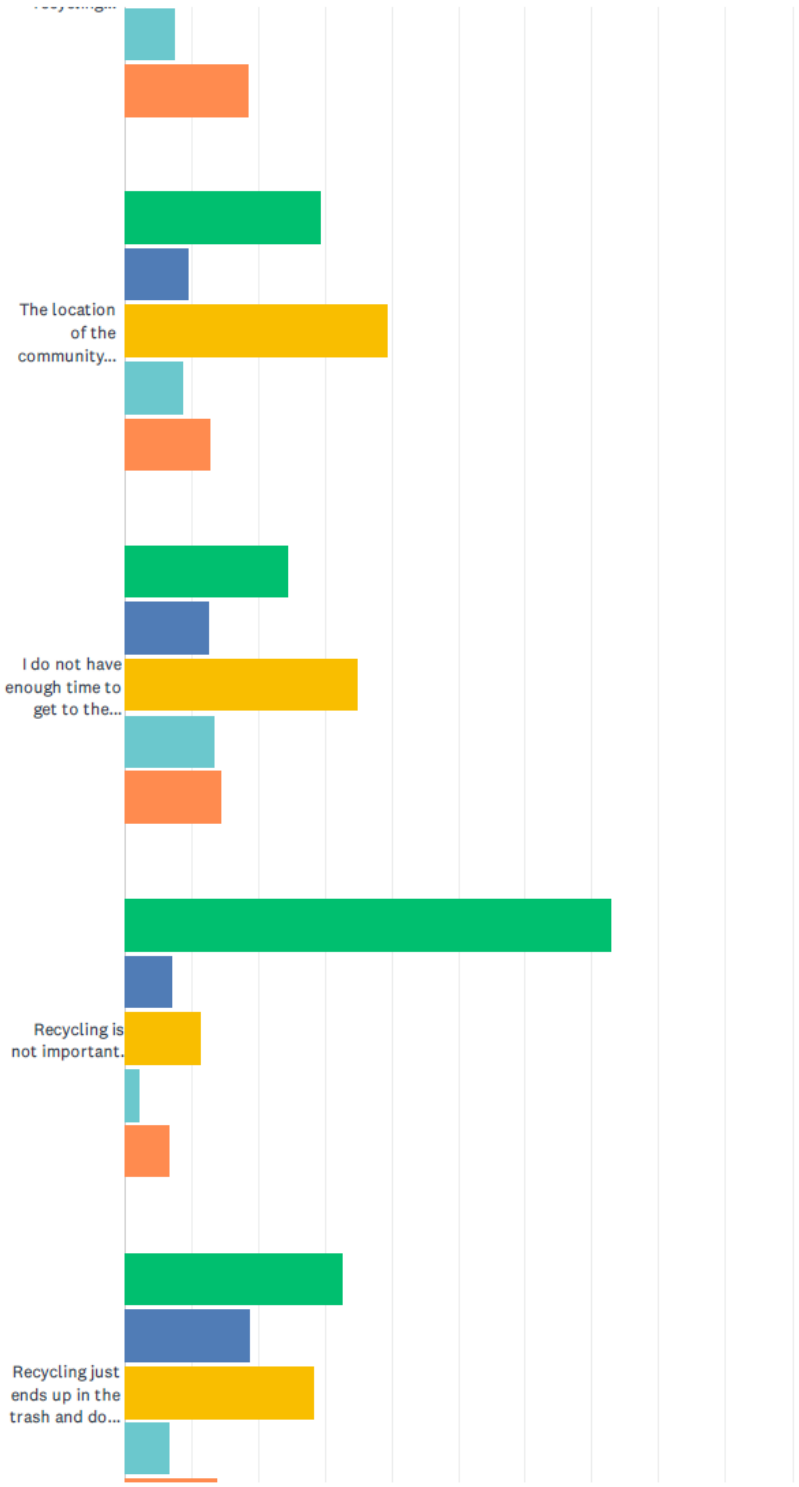


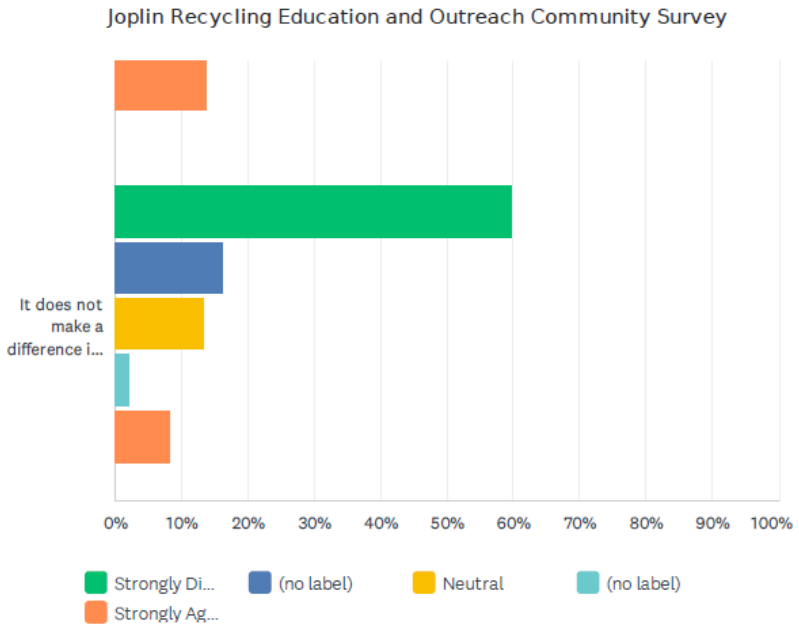
ANSWER CHOICES	RESPONSES	
Never	46.06%	111
Once a year	12.45%	30
Twice a year	8.30%	20
Quarterly	10.37%	25
Monthly	18.67%	45
Weekly	4.15%	10
TOTAL		241

Q5 There are many perceived challenges to participating in recycling. Please rank how much you agree with the following statements:

Answered: 231 Skipped: 10




The location of the community...
I do not have enough time to get to the...
Recycling is not important.
Recycling just ends up in the trash and do...



	STRONGLY DISAGREE	(NO LABEL)	NEUTRAL	(NO LABEL)	STRONGLY AGREE	TOTAL	WEIGHTED AVERAGE
Recycling is confusing. I do not know what can and cannot be recycled.	30.13% 69	15.28% 35	29.26% 67	14.41% 33	10.92% 25	229	2.61
I did not know curbside recycling was available for a fee.	39.47% 90	6.14% 14	18.86% 43	7.46% 17	28.07% 64	228	2.79
I did not know about the recycling drop off center.	55.02% 126	6.99% 16	13.54% 31	7.42% 17	17.03% 39	229	2.24
The cost of curbside recycling prevents me from participating ($4.77/month).	31.42% 71	7.52% 17	34.96% 79	7.52% 17	18.58% 42	226	2.74
The location of the community Recycling Center is inconvenient.	29.39% 67	9.65% 22	39.47% 90	8.77% 20	12.72% 29	228	2.66
I do not have enough time to get to the community Recycling Center.	24.45% 56	12.66% 29	34.93% 80	13.54% 31	14.41% 33	229	2.81
Recycling is not important.	72.93% 167	6.99% 16	11.35% 26	2.18% 5	6.55% 15	229	1.62
Recycling just ends up in the trash and does not actually get recycled.	32.61% 75	18.70% 43	28.26% 65	6.52% 15	13.91% 32	230	2.50
It does not make a difference if I recycle or not.	59.83% 137	16.16% 37	13.54% 31	2.18% 5	8.30% 19	229	1.83

Q6 Are there any other challenges to participating in recycling that you want to share?

Answered: 96 Skipped: 145

#	RESPONSES	DATE
1	Only five parking spaces.	5/19/2025 12:06 AM
2	I was not aware that recycling was availible in the community for a fee, i wish i was better educated on the services and what is recyclable. There is a lack of education of those within the community.	5/15/2025 7:23 PM
3	Convenience, incentives, city budget, availability, etc. I would LOVE to know more about this and what can be done to make it more easily accessible to the community	5/15/2025 7:23 PM
4	Nope	5/15/2025 7:18 PM
5	Na	5/15/2025 7:12 PM
6	N/A	5/15/2025 6:59 PM
7	No	5/15/2025 6:41 PM
8	No	5/15/2025 6:39 PM
9	No	5/15/2025 6:37 PM
10	Living in the county	5/15/2025 6:15 PM
11	No	5/15/2025 6:06 PM
12	Na	5/15/2025 6:01 PM
13	No	5/15/2025 5:45 PM
14	Recycling the right things	5/15/2025 5:40 PM
15	NA	5/15/2025 5:30 PM
16	Na	5/15/2025 4:53 PM
17	Utilities are high in cost now and I don't want a bigger trash bill. I do not want mandatory recycling either.	5/8/2025 5:25 PM
18	Not enough recycling cans at public events or on street corners downtown, etc.	5/8/2025 11:54 AM
19	It isn't easy to do. We need more locations and better education	5/7/2025 5:37 PM
20	Do not like two separate days. No challenge just lazy.	5/7/2025 3:17 PM
21	Just getting my family onboard to rinse and place items in the bin. It would be nice to have some marketing/promotional data to show them that things do not "just go in the trash anyway" and how a small thing like us recycling curbside can make a difference.	5/7/2025 11:16 AM
22	It bothers me that I can't curbside recycle glass, and I've also been told that most of the plastic I do recycle is thrown away. I would like to see recycling explained and curbside recycling included for everyone. When I used to live just outside of city limits on Riverside Drive, I had neighbors who would burn their trash, including plastic. That's so dangerous for the environment, and I would hope if Recycling was included with the trash pick up, perhaps they would stop.	5/7/2025 8:50 AM
23	I at one time participated in the curbside recycling,I was so limited to what went in the cart. First, they picked up weekly, then it was switched to bi-weekly for the same price. Okay I dealt with it. However, if something prevented them from picking up the recycle on the second week, they did NOT make accommodations to come back until next scheduled pickup. When I cancelled my curbside was when I hadn't had my recycle picked up for over a month. And I	5/7/2025 8:04 AM

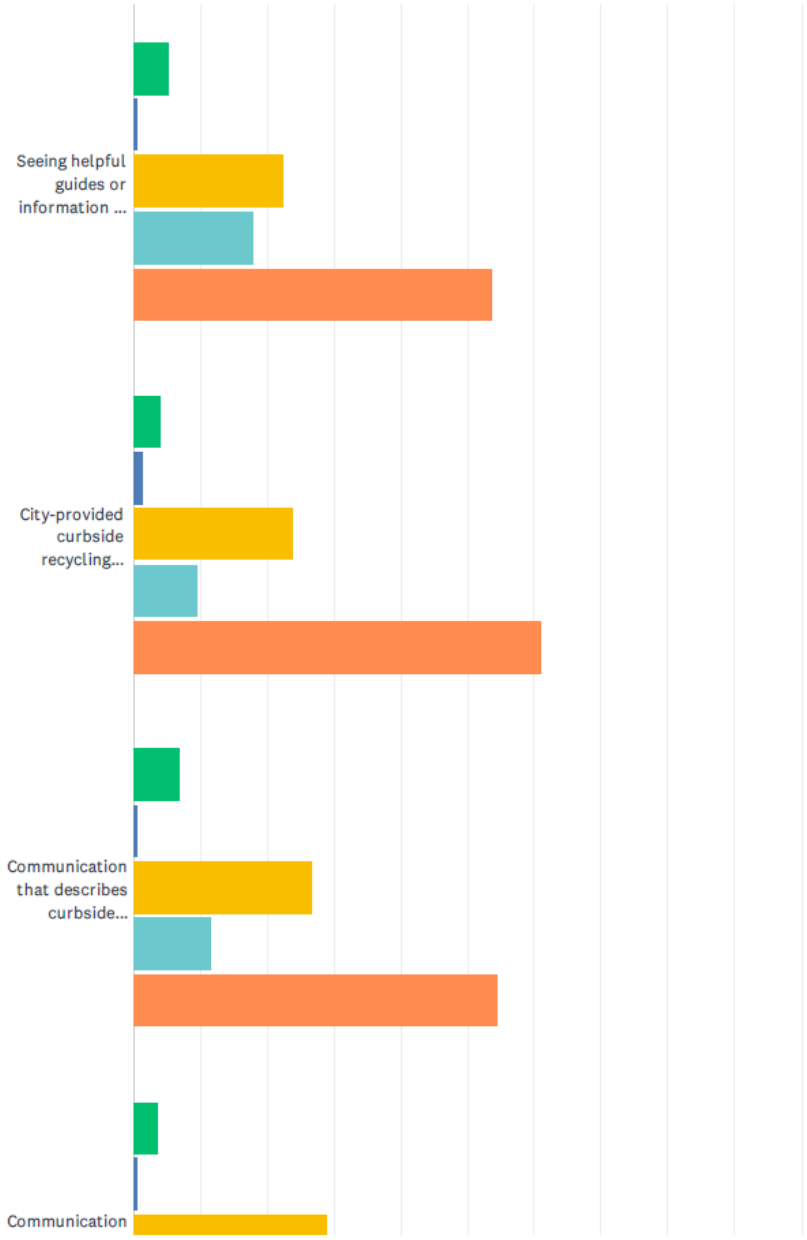
	understand weather can cause issues, but when I called and asked for someone to please come pick up my recycle, I was told no. My can was overflowed and I was putting what I could actually recycle into the normal trash. I wasn't not credited for the whole month they didn't pick up. Then when I called between the city and Republic to cancel the recycle, one of them finally said they would get it cancelled. Then to find out I went months paying for a service I wasn't receiving. Did I get a credit on my bill, NO. I was told I called the wrong office to cancel. Bullshit. I will NEVER pay for curbside again. I never got accommodated for what was stolen from me. I'd use someone else for my trash pickup too but then it leaves me with a separate bill still to the city for sewer. Not a happy resident of almost 20 years here in Joplin in regards to the fiasco that is recycling, trash and sewer bills.	
24	I would like curbside recycling to be picked every week instead of every other week. Our bin gets too full of recycling, so by the 2nd week, we are putting things in the trash.	5/7/2025 7:50 AM
25	We understand that glass cannot be recycled curbside. We produce lots of glass for recycling.	5/6/2025 11:20 PM
26	I wasn't able to attend but returning to a weekly pick up for recycling in North Heights would encourage more people to recycle more. From what I've been told, other neighborhoods still have weekly pickup. Having to remember to put out the recycling every other week on a day separate from trash pickup makes it appear that the city/Republic are trying to drive numbers down to discontinue service all together. Also, reaching out to existing customers and letting them know about recycling options would be a start. A tremendous number of people in the North Heights Neighborhood Group were unaware that recycling was an option.	5/6/2025 7:38 PM
27	I had no clue about the curbside recycling option	5/6/2025 5:15 PM
28	I wasn't aware of the different product offered to recycle	5/6/2025 5:05 PM
29	Knowing the location of Recycling places for what is being recycled.	5/6/2025 5:02 PM
30	The hours of the center limit me from getting there sometimes.	5/6/2025 4:31 PM
31	I wish there were services for those who live just outside the city limits.	5/6/2025 2:17 PM
32	Not being able to recycle glass curbside. And, would like to see an extended number of plastics eligible for recycling curbside.	5/6/2025 12:01 AM
33	Limited hors at the recycling center, limited location, cost of curbside pickup and limitations on what they will even take all lead to limited recycling in my household. However, we do work to reduce an reuse, which are more impotant than recycling.	5/5/2025 11:09 PM
34	I wish we could recycle glass for curbside pickup but I understand the problems with breakage. I wish it were easier to have large items picked up. I wish the Recycling Center had regular hours -- 9-5 daily and at least 4 hours on Saturday.	5/5/2025 9:33 PM
35	people don't care enough about their environment and won't put in the effort to protect it.....there are no excuses except laziness	5/5/2025 9:22 PM
36	We need better trash and recycling services.	5/5/2025 7:46 PM
37	Curbside pickup every other week is not enough. We are constantly stockpiling recycling materials waiting for the next pickup (and some end up in the trash because of space). The correct week is easy to lose track of, too.	5/5/2025 6:24 PM
38	No	5/5/2025 6:20 PM
39	I don't live in Joplin, so my challenge is borrowing a truck to get all my recycling there in one trip.	5/5/2025 6:06 PM
40	The center is not large enough and I often have to wait outside. The hours are not always easy for me. I miss the area with free hangers and books.	5/5/2025 5:12 PM
41	Styrofoam can't recycle. Glass we bring monthly to the recycling center. Plastic bags need to be brought to Walmart. So curbside doesn't take care of everything.	5/5/2025 5:09 PM
42	1. It would be more convenient if recycling and trash pickup were on the same schedule. 2. I wish there was a way to recycle glass at the curbside.	5/5/2025 5:02 PM
43	Glass is the only challenge otherwise I could recycle everything curbside	5/5/2025 4:50 PM
44	I would like it weekly.	5/5/2025 4:38 PM

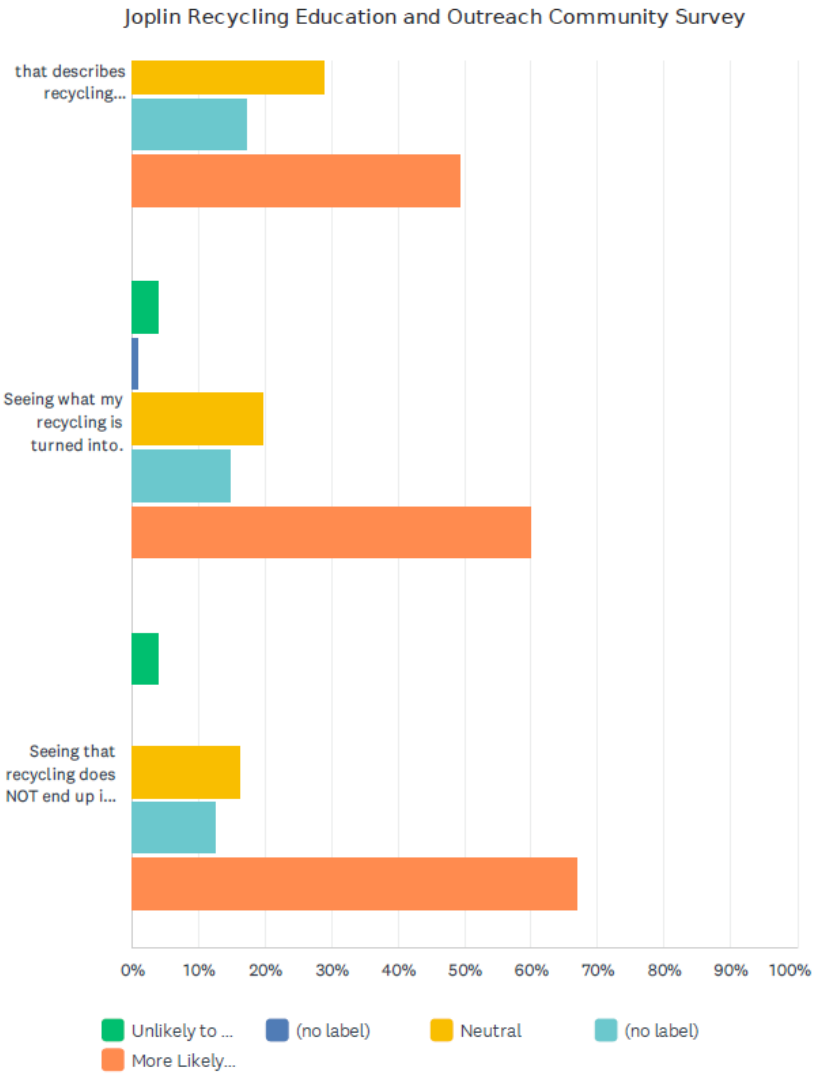
45	We need the cooperation of corporations packaging our products to make recycling work.	5/5/2025 1:44 PM
46	I was informed that there has been information that was made public in the Joplin area that the curbside recycling collections were being sent to landfill instead of being recycled.. I am considering stopping my recycling as it is a financial drain if its not recycled. As revenue is generated from recycling... why are those of us who recycle paying a fee? It seems more equitable for those who DO NOT recycle to be charged for NOT RECYCLING. City recycling center is inconvenient and hours are not user friendly.	5/5/2025 9:40 AM
47	More public awareness. Would like to recycle styrofoam	5/5/2025 8:56 AM
48	Wish there was a center in south joplin.	5/4/2025 8:41 PM
49	I'd love a smaller bin to recycle glass.	5/4/2025 4:35 PM
50	No … but if each household held out the recyclables for one month they would be surprised.. I live alone now put out a fraction of the trash I used to .. seems like everything comes in plastic and it adds up fast I make a trip to recycle every 3 weeks	5/2/2025 11:05 PM
51	I think it would be easier if the answers to these questions were yes or no. The Strongly Disagree or Agree was confusing	5/2/2025 10:05 PM
52	It would be nice to have at least one more recycling center to service other parts of town, or maybe offer recycling drop-offs with multi-section cartons - something similar to the DAV drop-offs - around town.	5/2/2025 12:26 PM
53	If I didn't have to pay for curbside pickup, I would recycle.	5/1/2025 3:32 PM
54	Plastic containers such as laundry detergent/softner jugs be recycled?	5/1/2025 2:20 PM
55	Joplin needs business recycling	5/1/2025 10:24 AM
56	If my recyclables had meaningful economic value, I would be paid for them, not required to pay to recycle them. Especially when we consider that my time in sorting has economic value, post-consumer recycling is largely a waste of resources. Of course, the degree of waste varies by material, it's relatively economically efficient to recycle metal, and to a lesser extent, cardboard. The evidence on recycling things like plastic and organic materials is that it uses more energy, water, carbon emissions, etc. than it saves. Recycling is bad for city budgets and the environment. For people who care about their environmental footprint, consuming less in the first place is a better choice.	5/1/2025 9:26 AM
57	Wish I could put glass in my recycling bin	5/1/2025 9:21 AM
58	Curbside recycling should be free.	5/1/2025 8:50 AM
59	I do pay for curbside Recycling, but it bothers me that I cannot recycle glass curbside, And I've also been told that much of the plastic I recycle is thrown out.	5/1/2025 6:17 AM
60	Physical disability. I can't haul recycling items to be recycled, either curbside or to the center. I have a polycart for trash but nothing to put the recycling items into and then have them taken for me. Whereas the trash goes out in small trash bags into the cart that stays at the curb since I can't move it	5/1/2025 1:07 AM
61	As long as I can put all recyclables in the same can at my residence- I am happy and proud to do so.	4/30/2025 10:20 PM
62	The recycling center is too small. I am nervous backing out of one of the handful of spaces because the setup allows too many people to be walking to collection bins behind me.	4/30/2025 9:26 PM
63	Ease of signing up for recycling curbside services, having to call is the biggest reason I have not subscribed and why I go to the physical recycling center	4/30/2025 9:07 PM
64	We participated in curbside recycling. However, the Republic drivers for recycling destroyed part of our rock wall and no one is willing to take responsibility for the damage. It disgusting that this irresponsible subcontractor has damaged our wall.	4/30/2025 8:31 PM
65	For things I cannot recycle curbside, specifically/mainly glass, my main barrier to getting it to the recycling center regularly is the odd and varied hours of the center. I do it anyway, as recycling is very important to me, but I imagine this is a barrier to others and results in recyclables being thrown away instead.	4/30/2025 8:27 PM

66	Wished it were weekly.	4/30/2025 7:37 PM
67	I wish Joplin collected other recyclable materials through curbside pickup (namely glass)	4/30/2025 7:26 PM
68	I do miss having weekly pickup. Our bin fills up so fast. I know at least for a while you offered a second bin for free, but I don't have space for another bin.	4/30/2025 7:23 PM
69	Remembering which week is mine.	4/30/2025 6:38 PM
70	Currently, recycling only gets picked up 2 times a month. It needs to go back to being weekly.	4/30/2025 6:34 PM
71	No, it seems to work.	4/30/2025 6:11 PM
72	It would help if people knew how much the recycling center saves from going to the landfill.	4/30/2025 5:33 PM
73	What do do with coated cartons/paper. They say they are recyclable but they actually are not accepted here.	4/30/2025 5:31 PM
74	The reason we go to the local facility with our recycling is because the curbside pickup does not include glass. Since we recycle glass we load up our car and make a drop-off every 2 - 3 weeks. It would be awesome to see more local businesses include a bin for recycling next to the regular trash cans. Maybe it would encourage others to do the same at home.	4/30/2025 5:29 PM
75	Used to have the recyc barrel till the cost went up and pickups were cut in half. Could never remember which was the "on" week. So went back to schlepping to the Recyc center...tho the hours need expansion.	4/30/2025 5:23 PM
76	cost time Curbside would be more convenient, time makes it difficult, already pay to much for just trash pickup.	4/19/2025 8:53 PM
77	Joplin businesses (bars) need a way to recycle glass curbside. Maybe a volunteer partnership w/ our senior center or sentinels Volunteers might go around pick it up (glass) and take it to the recycling center.	4/18/2025 12:24 AM
78	No	4/17/2025 7:53 PM
79	No	4/17/2025 7:48 PM
80	time Just the time it takes to sort	4/17/2025 7:35 PM
81	knowledge Sometimes not having the right perspective on knowing how to recycle	4/17/2025 7:35 PM
82	cost The cost and convenience, in other states it's free. In upstate NY trash cost abs recycling is free.	4/17/2025 7:26 PM
83	N/a	4/17/2025 7:18 PM
84	NA	4/17/2025 7:17 PM
85	N/a	4/17/2025 7:16 PM
86	No	4/17/2025 7:11 PM
87	location If I live outside of city limits can I still participate	4/17/2025 6:57 PM
88	Republic is amazing!	4/17/2025 6:50 PM
89	No	4/17/2025 6:39 PM
90	Nope	4/17/2025 6:39 PM
91	No	4/17/2025 6:39 PM
92	None	4/17/2025 6:31 PM
93	N/A	4/17/2025 6:24 PM
94	NA	4/17/2025 6:03 PM
95	No	4/17/2025 6:01 PM
96	No	4/17/2025 5:40 PM

Q7 What are some opportunities to increase your participation in recycling? On a scale from 1 to 5, how likely are you to participate in recycling based on the following statements:

Answered: 224 Skipped: 17




Joplin Recycling Education and Outreach Community Survey
that describes recycling...
Seeing what my recycling is turned into.
Seeing that recycling does NOT end up i...
0%
10%
20%
30%
40%
50%
60%
70%
80%
90%
100%
Unlikely to ...
(no label)
Neutral
(no label)
More Likely...

	UNLIKELY TO RECYCLE	(NO LABEL)	NEUTRAL	(NO LABEL)	MORE LIKELY TO RECYCLE	TOTAL	WEIGHTED AVERAGE
Seeing helpful guides or information for what can/cannot be recycled.	5.38% 12	0.45% 1	22.42% 50	17.94% 40	53.81% 120	223	4.14
City-provided curbside recycling service for free or a reduced rate.	4.13% 9	1.38% 3	23.85% 52	9.63% 21	61.01% 133	218	4.22
Communication that describes curbside recycling options.	6.88% 15	0.46% 1	26.61% 58	11.47% 25	54.59% 119	218	4.06
Communication that describes recycling drop-off locations.	3.64% 8	0.45% 1	29.09% 64	17.27% 38	49.55% 109	220	4.09
Seeing what my recycling is turned into.	4.07% 9	0.90% 2	19.91% 44	14.93% 33	60.18% 133	221	4.26
Seeing that recycling does NOT end up in the landfill.	4.07% 9	0.00% 0	16.29% 36	12.67% 28	66.97% 148	221	4.38

Q8 Are there other opportunities that would help increase your participation in recycling?

Answered: 53 Skipped: 188

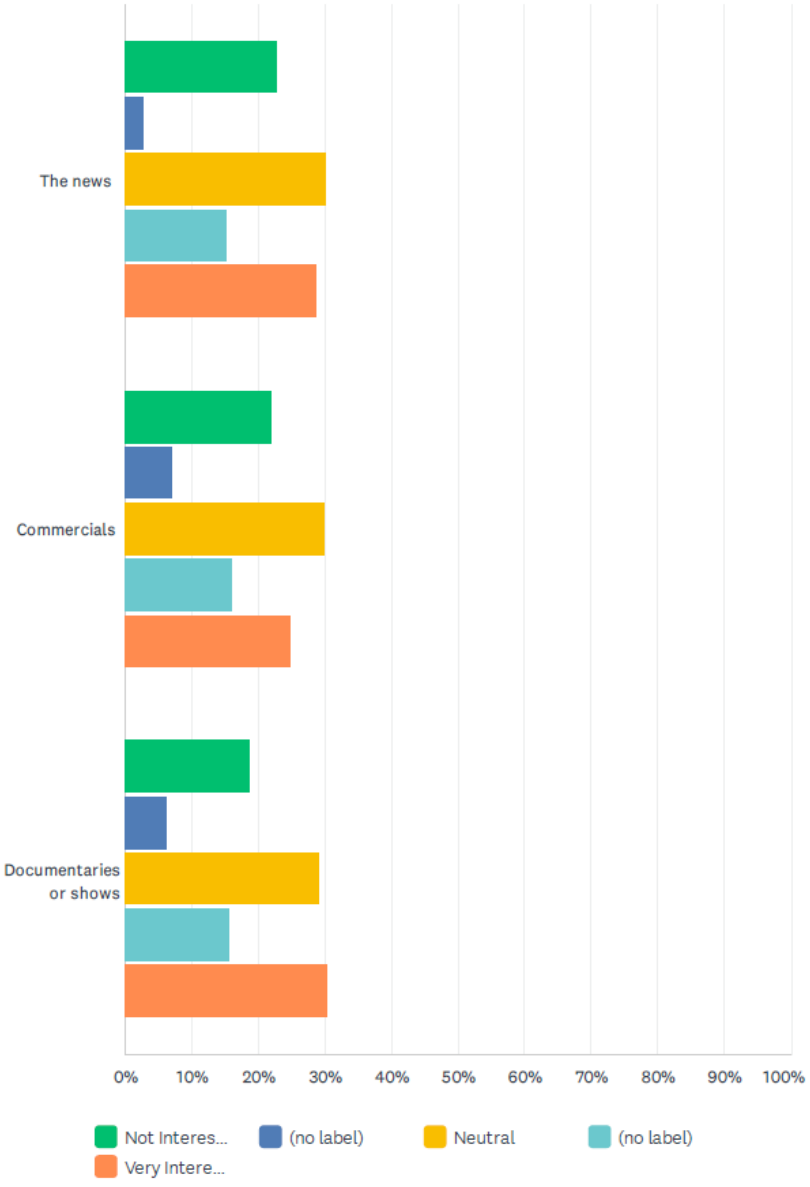
#	RESPONSES	DATE
1	Finding ways to communicate how these things are possible via social media, and allowing things to be easier spread by word of mouth.	5/15/2025 7:28 PM
2	Understanding the logistics of making it more convenitently accessible in Joplin	5/15/2025 7:28 PM
3	Nope	5/15/2025 7:18 PM
4	No	5/15/2025 6:40 PM
5	No	5/15/2025 6:06 PM
6	Na	5/15/2025 6:01 PM
7	No	5/15/2025 5:46 PM
8	Nope	5/15/2025 5:41 PM
9	None.	5/8/2025 5:26 PM
10	More recycling in our city events and locations.	5/7/2025 5:41 PM
11	In other areas of the country, recycling is mandatory and everyone has recycling bins. I think we should do that here.	5/7/2025 8:51 AM
12	If it was truly free pickup, sure I'd set it out. If y'all are going to up my rate for it or cut the cost, still don't think I want to pay people for another service I'm gonna get the shaft on and watch all the recycle just go into the normal trash anyways. They provided guides before and half the things I had to recycle could t even go into the recycling but I could drive it to my local facility. Not happening when I already pay for recycle. They should be accepting Walmart sacks and glass as well in the recycle bin at my curb. I shouldn't have to drive it somewhere else in addition to my curbside recycle. Defeats my whole point of having CURBSIDE RECYCLING	5/7/2025 8:11 AM
13	We already recycle regularly. It would be nice if more items were recyclable (more plastic items especially).	5/6/2025 11:27 PM
14	Thanks for the opportunity to express my opinion	5/6/2025 5:20 PM
15	Most everyone I know would take the time to recycle if it were curbside and you got a discount on your wastewater bill.	5/6/2025 12:23 PM
16	The city can't provide curbside recycling for free. They will tact the cost onto our already outrageously high bill. A move which I strongly oppose. Instead, we should focus on reducing and reusing. Recycling should only be undertaken once we have exhausted the first two steps.	5/5/2025 11:14 PM
17	My neighborhood (Oak Pointe) has few recyclers and there is a TON of trash generated. Don't know why more don't recycle. I think a lot of it is just lack of concern, in general, don't want to be bothered, easier to just throw everything away. It isn't cost. My neighbors could easily afford the small monthly fee.	5/5/2025 9:36 PM
18	our family has recycled for years and know it is important	5/5/2025 9:22 PM
19	Weekly curbside service.	5/5/2025 6:25 PM
20	No	5/5/2025 6:21 PM
21	No. We have been recycling for 25 years, ever since you started it for the city.	5/5/2025 5:12 PM
22	I need to know who may use the Joplin recycle center	5/5/2025 1:46 PM
23	a community recycling center in South Joplin	5/5/2025 9:41 AM

24	Availability of curbside glass recycling.	5/4/2025 4:36 PM
25	no comment at this time	5/2/2025 10:06 PM
26	We already recycle regularly, but the above options - especially seeing how the city uses recycling - are steps in the right direction.	5/2/2025 12:27 PM
27	I feel that recycling shouldn't be charged since we are already paying for trash pickup to which that is the same thing except it's being recycled.	5/1/2025 3:36 PM
28	sidewalk recycling options	5/1/2025 10:25 AM
29	Seeing that my recycling has economic value sufficient to justify paying me for it. If it doesn't, then it's an exercise in therapeutic good intentions, and futility. Caveats granted for large items that the city at takes for free, which save me some garbage costs. Please look up John Tierney's work on the topic. Even Greenpeace has published studies on the limits of recycling. NYC is throwing away $340 Million a year on a recycling program that enriches special interests and does nothing for the planet. Let's not go down that path.	5/1/2025 9:36 AM
30	Print items that can be recycled on lid of bin.. have seen this other cities. Use recycling to make fuel for running city or businesses	5/1/2025 9:24 AM
31	I love the way the Recycling Center used to operate when Joan was leading it. There was a place to recycle books and other items that people in the community could leave if they didn't want or take if they did. That was a great community builder, and a good way to pass on What you no longer needed.	5/1/2025 6:19 AM
32	No - I already participate in the curbside recycling which is much more convenient than taking to a drop-off site that I would not participate in.	4/30/2025 10:26 PM
33	I would like to see reliable subcontractors work with the city	4/30/2025 8:34 PM
34	Knowing the costs of the recycling program and if they are offset by profits form selling some recycled materials.	4/30/2025 5:35 PM
35	Having the recycling center take plastic bags/soft plastic.	4/30/2025 5:33 PM
36	I already participate and encourage others as well. I think more people should know that they can recycle plastic bags at any Walmart in the entrance by the carts (there is a receptacle for them to be dropped off).	4/30/2025 5:33 PM
37	Pretty sure some of the items sent for recyc do NOT actually get there.	4/30/2025 5:24 PM
38	Perhaps adding work from local artists using recyclables would add a vibrant appeal to the recycling center. Maybe cycling those pieces through displays downtown and in our parks would increase a sense of culture and community.	4/26/2025 11:56 AM
39	options I participate a lot, might have better participation. Miss the bag recycling bin there.	4/19/2025 8:57 PM
40	education Not for me and my family. We already try to reduce, reuse and recycle. Maybe we need more public education on not littering and recycling.	4/18/2025 12:29 AM
41	Yes	4/17/2025 7:54 PM
42	No	4/17/2025 7:48 PM
43	Nope	4/17/2025 7:36 PM
44	education Knowing the location in the city I live in	4/17/2025 7:36 PM
45	NA	4/17/2025 7:19 PM
46	N/A	4/17/2025 7:18 PM
47	No	4/17/2025 7:11 PM
48	No	4/17/2025 6:40 PM
49	events More events	4/17/2025 6:39 PM
50	Not that I can think of	4/17/2025 6:32 PM

51	N/A	4/17/2025 6:25 PM
52	NA	4/17/2025 6:04 PM
53	No	4/17/2025 5:40 PM

Q9 Television

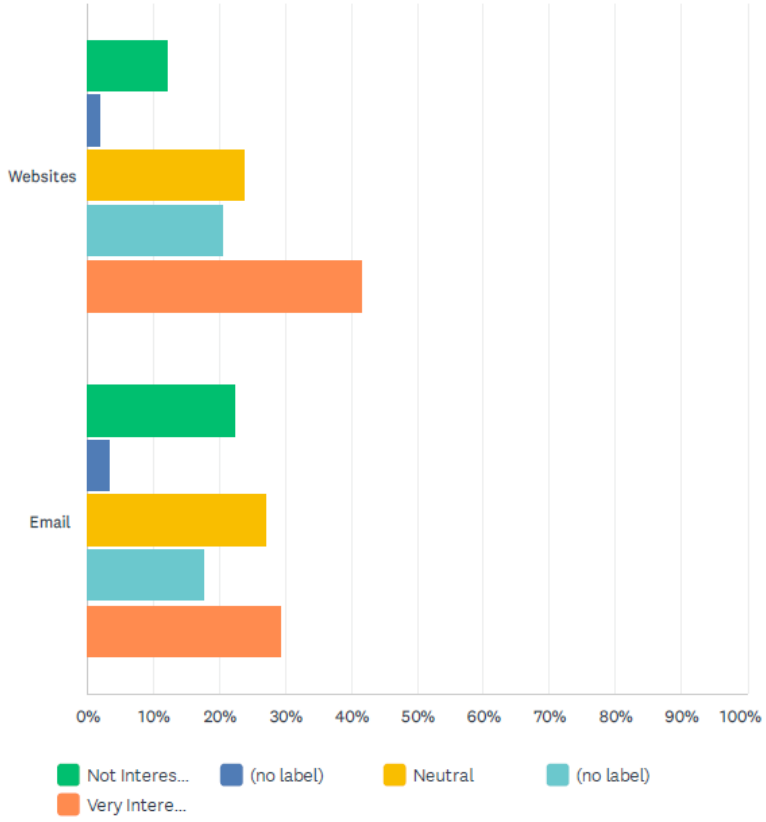
Answered: 217 Skipped: 24



	NOT INTERESTED	(NO LABEL)	NEUTRAL	(NO LABEL)	VERY INTERESTED	TOTAL	WEIGHTED AVERAGE
The news	22.79% 49	2.79% 6	30.23% 65	15.35% 33	28.84% 62	215	3.25
Commercials	22.07% 47	7.04% 15	30.05% 64	15.96% 34	24.88% 53	213	3.15
Documentaries or shows	18.78% 40	6.10% 13	29.11% 62	15.49% 33	30.52% 65	213	3.33

Q10 Online

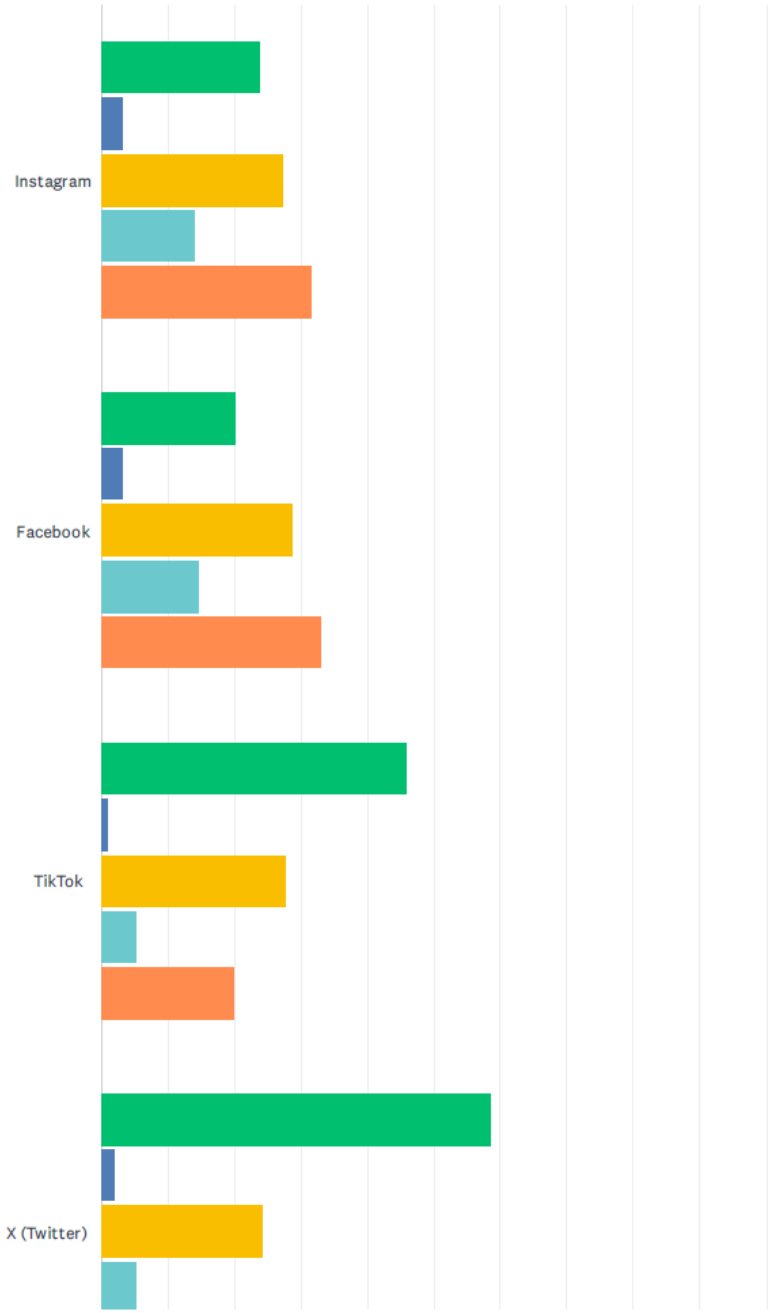
Answered: 215 Skipped: 26

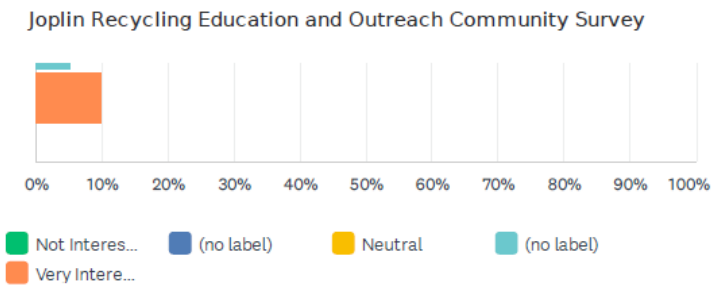


	NOT INTERESTED	(NO LABEL)	NEUTRAL	(NO LABEL)	VERY INTERESTED	TOTAL	WEIGHTED AVERAGE
Websites	12.15% 26	1.87% 4	23.83% 51	20.56% 44	41.59% 89	214	3.78
Email	22.38% 47	3.33% 7	27.14% 57	17.62% 37	29.52% 62	210	3.29

Q11 Social Media

Answered: 215 Skipped: 26

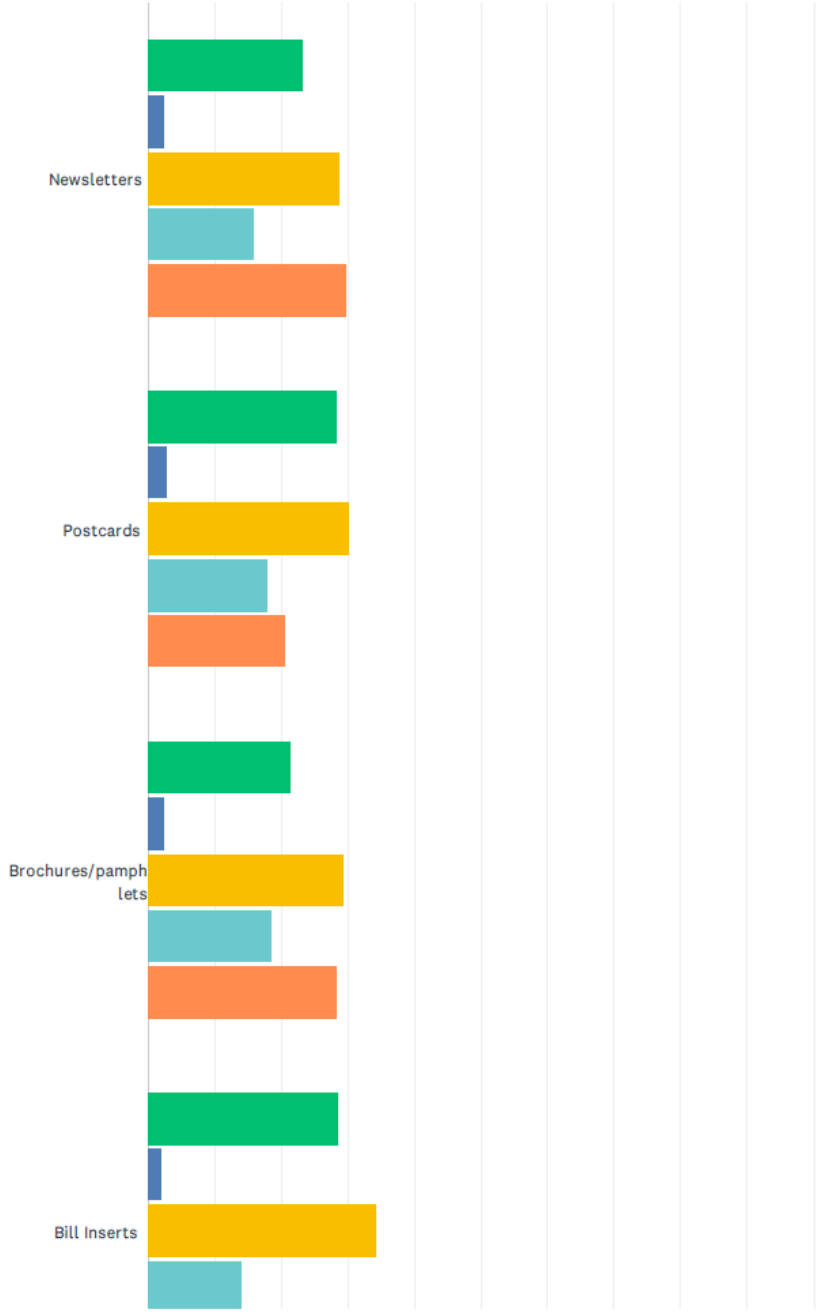


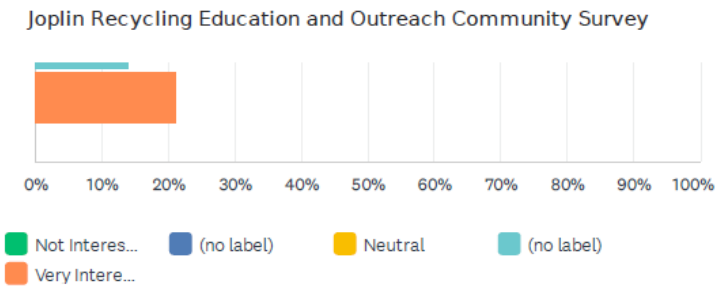


	NOT INTERESTED	(NO LABEL)	NEUTRAL	(NO LABEL)	VERY INTERESTED	TOTAL	WEIGHTED AVERAGE
Instagram	23.94% 51	3.29% 7	27.23% 58	14.08% 30	31.46% 67	213	3.26
Facebook	20.28% 43	3.30% 7	28.77% 61	14.62% 31	33.02% 70	212	3.37
TikTok	45.93% 96	0.96% 2	27.75% 58	5.26% 11	20.10% 42	209	2.53
X (Twitter)	58.57% 123	1.90% 4	24.29% 51	5.24% 11	10.00% 21	210	2.06

Q12 Mail

Answered: 216 Skipped: 25

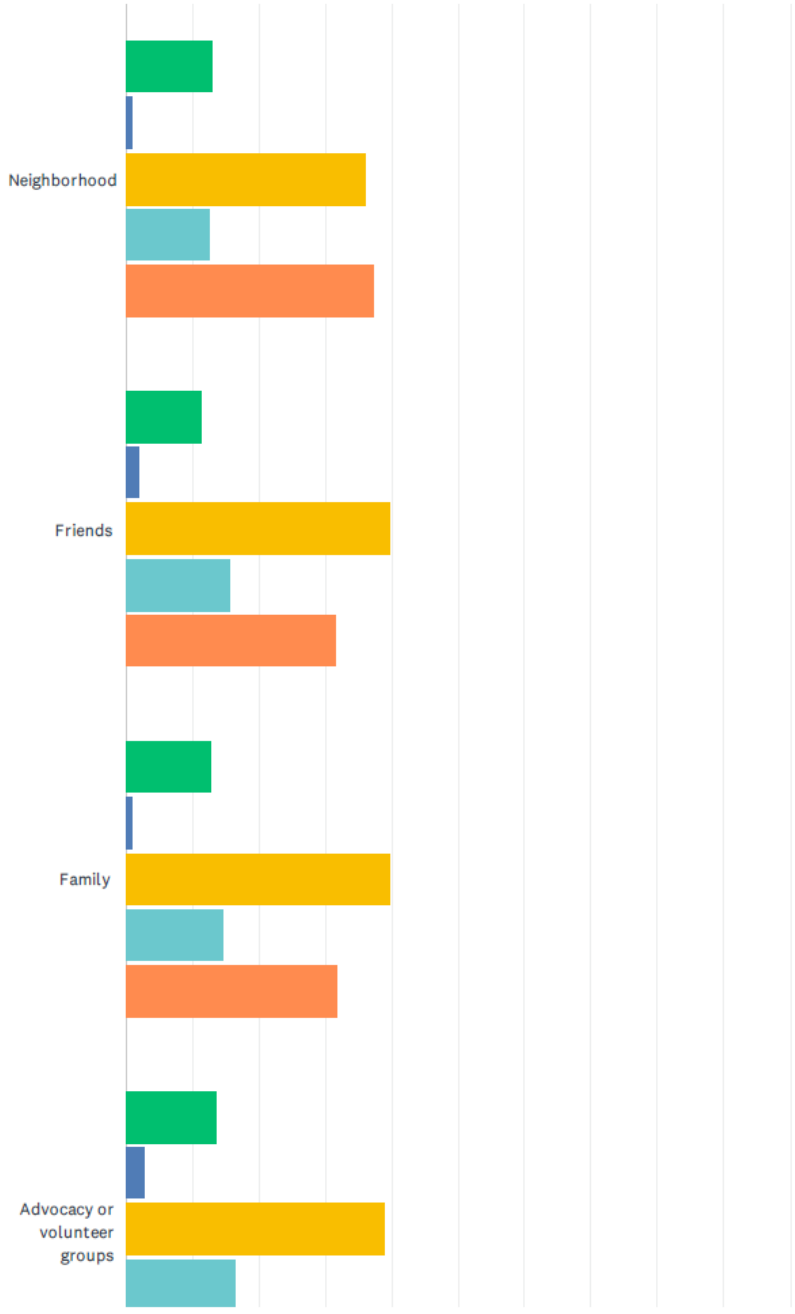


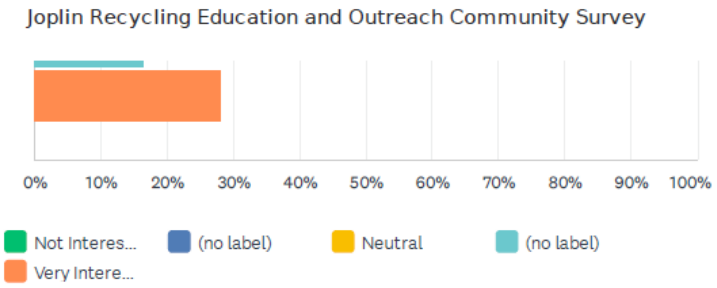


	NOT INTERESTED	(NO LABEL)	NEUTRAL	(NO LABEL)	VERY INTERESTED	TOTAL	WEIGHTED AVERAGE
Newsletters	23.26% 50	2.33% 5	28.84% 62	15.81% 34	29.77% 64	215	3.27
Postcards	28.44% 60	2.84% 6	30.33% 64	18.01% 38	20.38% 43	211	2.99
Brochures/pamphlets	21.33% 45	2.37% 5	29.38% 62	18.48% 39	28.44% 60	211	3.30
Bill Inserts	28.64% 61	1.88% 4	34.27% 73	14.08% 30	21.13% 45	213	2.97

Q13 Community

Answered: 215 Skipped: 26





	NOT INTERESTED	(NO LABEL)	NEUTRAL	(NO LABEL)	VERY INTERESTED	TOTAL	WEIGHTED AVERAGE
Neighborhood	13.08% 28	0.93% 2	35.98% 77	12.62% 27	37.38% 80	214	3.60
Friends	11.27% 24	1.88% 4	39.91% 85	15.49% 33	31.46% 67	213	3.54
Family	12.80% 27	0.95% 2	39.81% 84	14.69% 31	31.75% 67	211	3.52
Advocacy or volunteer groups	13.62% 29	2.82% 6	38.97% 83	16.43% 35	28.17% 60	213	3.43

Q14 Are there any other media sources that you would like to receive recycling information from?

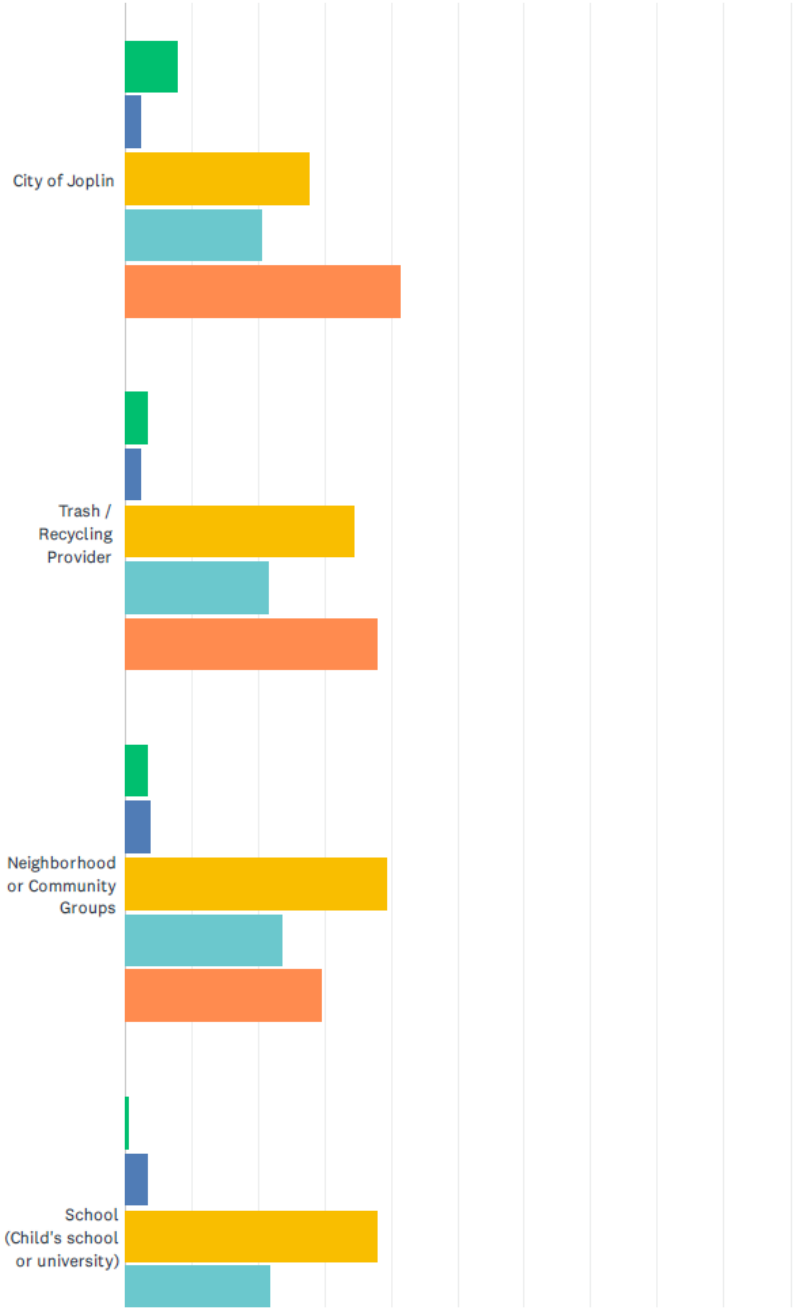
Answered: 37 Skipped: 204

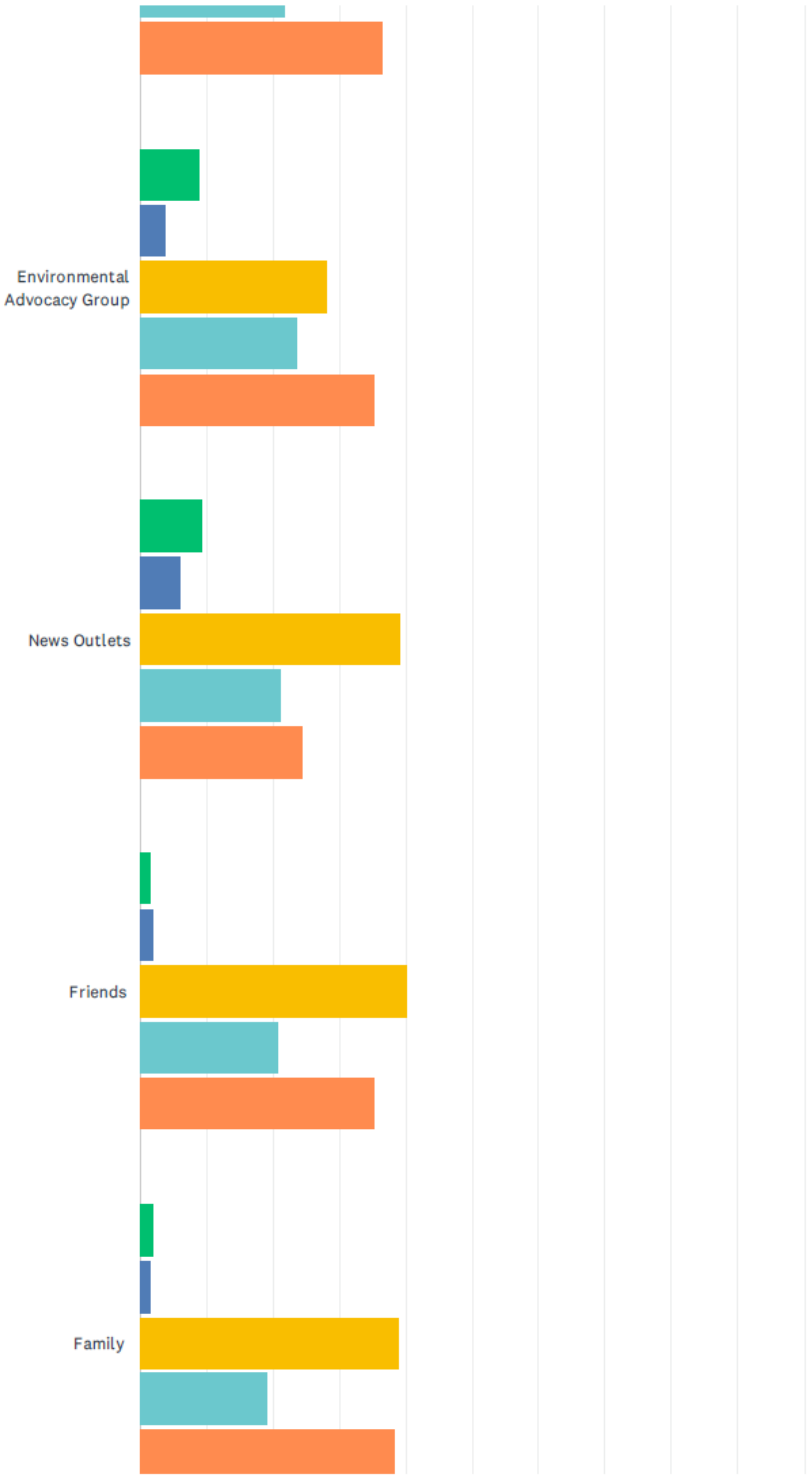
#	RESPONSES	DATE
1	Not that I can think of	5/15/2025 7:30 PM
2	Nope	5/15/2025 7:19 PM
3	Yes	5/15/2025 6:41 PM
4	No	5/15/2025 6:07 PM
5	Na	5/15/2025 6:02 PM
6	Church	5/8/2025 11:58 AM
7	Posters and info throughout the city with recycling stations.	5/7/2025 5:41 PM
8	Could be good to have a booth with information at community events - Third Thursday, parades, Pride, etc. Places were there are lots of people already visiting.	5/7/2025 11:18 AM
9	No	5/7/2025 8:11 AM
10	YouTube, truth social and Rumble.	5/6/2025 5:06 PM
11	Billboards? We really need a bottle drop in the area.	5/6/2025 2:19 PM
12	Efforts should be redirected to reduction and reuse.	5/5/2025 11:16 PM
13	already have enough information, thanks	5/5/2025 9:23 PM
14	No	5/5/2025 6:22 PM
15	If you could send out a postcard with the hours, days and website that would be helpful. Free is what will get people to do it but if the city pays where does that money come from?	5/5/2025 5:17 PM
16	Nothing should create more trash to promote recycling	5/5/2025 1:00 PM
17	none that I can think of	5/5/2025 9:43 AM
18	I really think this survey could have been better designed. By the time you get past the heading you forget what the question/options are	5/2/2025 10:08 PM
19	Maybe billboards or other signage at major traffic areas, think Walmart or the mall or churches, explaining where the recycling center is, the hours, and common items that can be accepted there?	5/2/2025 12:28 PM
20	I don't think advertising should be done to were it's going to be on more paper that is going to end up in the trash. Also anything kind of advertising that can be done on a low budget would be ideal.	5/1/2025 3:40 PM
21	No	5/1/2025 9:25 AM
22	Text	5/1/2025 6:37 AM
23	Can't think of any	4/30/2025 8:36 PM
24	N/a	4/30/2025 5:34 PM
25	Third Thursday and the Empire Market are great places to start! Including the recycling center in community events like parades or 5Ks would be good too. Maybe develop a logo for the recycling center would raise public awareness and recognition. Improved signage at the recycling center and signs to direct people to it would help too.	4/26/2025 12:01 PM
26	I'm going to suggest the lest expensive but most effective methods.	4/18/2025 12:33 AM

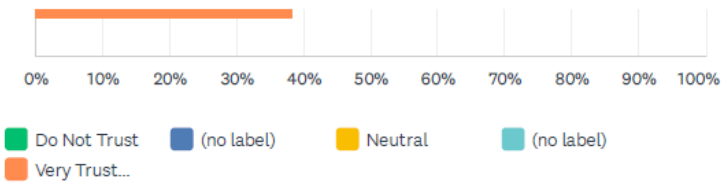
27	Nope	4/17/2025 7:54 PM
28	Vinyl package	4/17/2025 7:49 PM
29	Nope	4/17/2025 7:37 PM
30	Snapchat	4/17/2025 7:37 PM
31	N/A	4/17/2025 7:20 PM
32	NA	4/17/2025 7:20 PM
33	No	4/17/2025 7:12 PM
34	No	4/17/2025 6:41 PM
35	No	4/17/2025 6:40 PM
36	N/a	4/17/2025 6:25 PM
37	No	4/17/2025 5:41 PM

Q15 Media Sources

Answered: 206 Skipped: 35



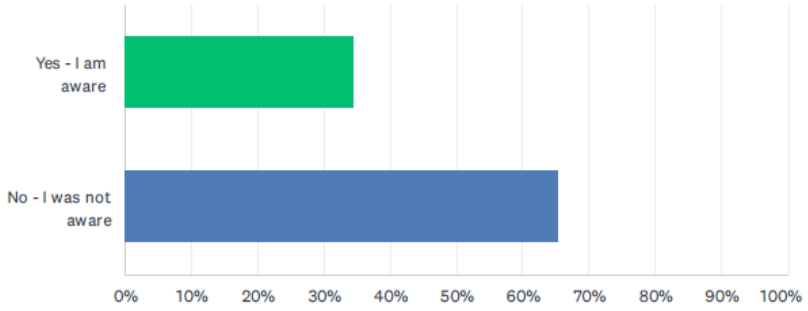

Environmental Advocacy Group
News Outlets
Friends
Family



	DO NOT TRUST	(NO LABEL)	NEUTRAL	(NO LABEL)	VERY TRUSTWORTHY	TOTAL	WEIGHTED AVERAGE
City of Joplin	7.80% 16	2.44% 5	27.80% 57	20.49% 42	41.46% 85	205	3.85
Trash / Recycling Provider	3.41% 7	2.44% 5	34.63% 71	21.46% 44	38.05% 78	205	3.88
Neighborhood or Community Groups	3.45% 7	3.94% 8	39.41% 80	23.65% 48	29.56% 60	203	3.72
School (Child's school or university)	0.49% 1	3.45% 7	37.93% 77	21.67% 44	36.45% 74	203	3.90
Environmental Advocacy Group	8.87% 18	3.94% 8	28.08% 57	23.65% 48	35.47% 72	203	3.73
News Outlets	9.31% 19	5.88% 12	39.22% 80	21.08% 43	24.51% 50	204	3.46
Friends	1.48% 3	1.97% 4	40.39% 82	20.69% 42	35.47% 72	203	3.87
Family	1.97% 4	1.48% 3	38.92% 79	19.21% 39	38.42% 78	203	3.91

Q16 The City operates a community Compost Facility (located at 3457 West Eddy Lane). Were you aware of this community yard waste drop off program?

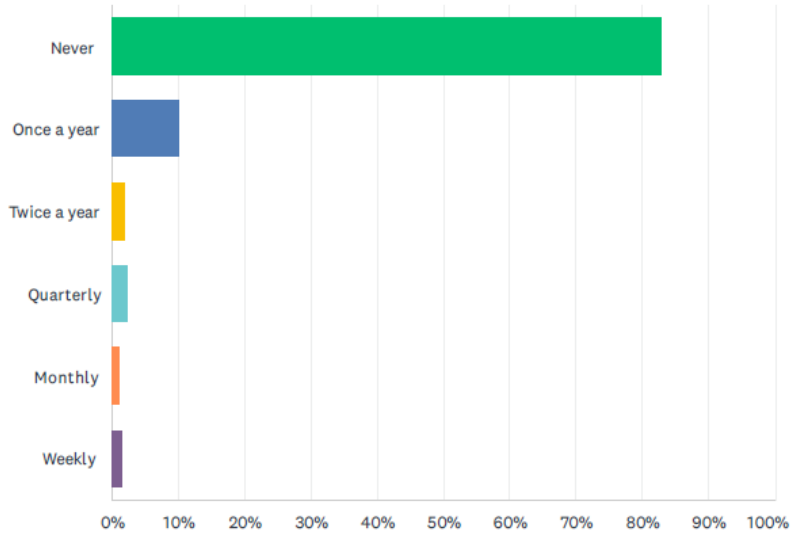
Answered: 205 Skipped: 36



ANSWER CHOICES	RESPONSES	
Yes - I am aware	34.63%	71
No - I was not aware	65.37%	134
TOTAL		205

Q17 How often to you visit the Compost Facility to drop off yard waste (leaves and grass clippings)?

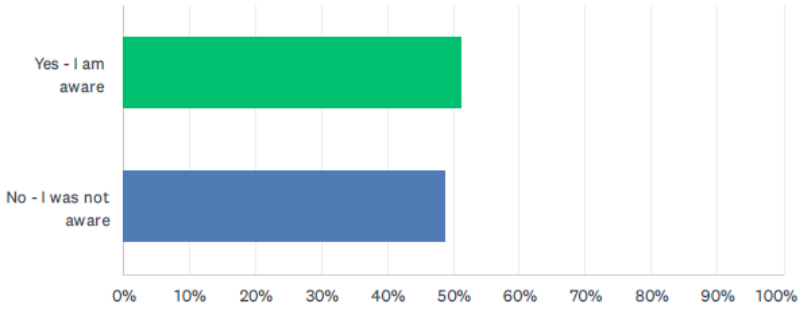
Answered: 205 Skipped: 36



ANSWER CHOICES	RESPONSES	
Never	82.93%	170
Once a year	10.24%	21
Twice a year	1.95%	4
Quarterly	2.44%	5
Monthly	0.98%	2
Weekly	1.46%	3
TOTAL		205

Q18 The City operates a community Tree and Brush Drop Off (located at 1702 N Schifferdecker Ave) only open on select Saturdays for residents only. Were you aware of this community yard waste drop off program?

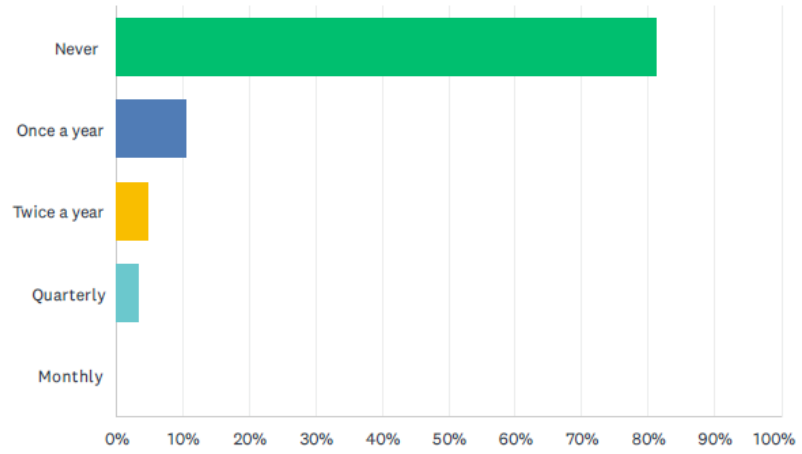
Answered: 205 Skipped: 36



ANSWER CHOICES	RESPONSES	
Yes - I am aware	51.22%	105
No - I was not aware	48.78%	100
TOTAL		205

Q19 How often do you visit the Tree and Brush Drop Off?

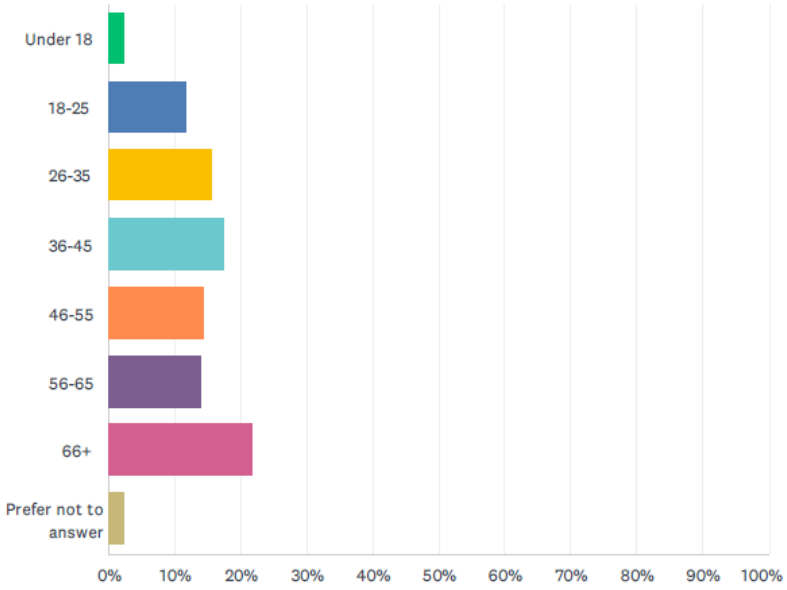
Answered: 203 Skipped: 38



ANSWER CHOICES	RESPONSES	
Never	81.28%	165
Once a year	10.34%	21
Twice a year	4.93%	10
Quarterly	3.45%	7
Monthly	0.00%	0
TOTAL		203

Q20 What is your age range

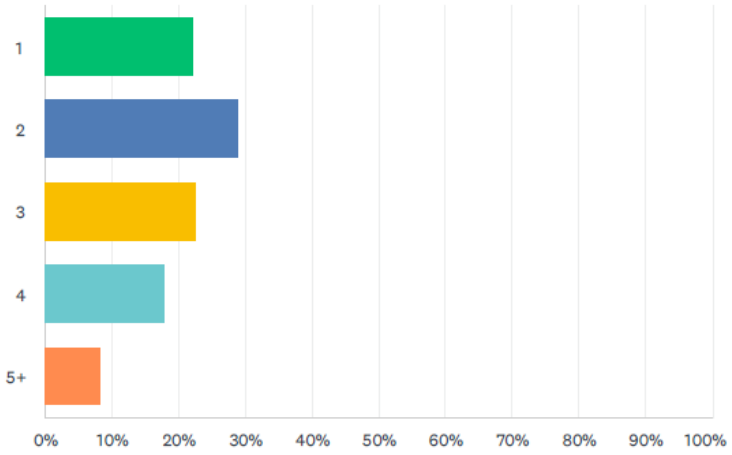
Answered: 206 Skipped: 35



ANSWER CHOICES	RESPONSES	
Under 18	2.43%	5
18-25	11.65%	24
26-35	15.53%	32
36-45	17.48%	36
46-55	14.56%	30
56-65	14.08%	29
66+	21.84%	45
Prefer not to answer	2.43%	5
TOTAL		206

Q21 How many people reside in your household?

Answered: 207 Skipped: 34



ANSWER CHOICES	RESPONSES	
1	22.22%	46
2	28.99%	60
3	22.71%	47
4	17.87%	37
5+	8.21%	17
TOTAL		207

Appendix B – City of Joplin Brand Guide

JOPLIN
MISSOURI

BRANDING GUIDE

City of Joplin Internal Guidelines

In order to bring unity to the City of Joplin, we have developed a set of guidelines to bring a cohesive look and brand to Joplin, Missouri. It is important to follow the guidelines set forth in this guide to maintain the integrity of the brand.

Approved by: Management Team | **Date:** November 30, 2021 | **Revised:** February 2, 2022



Please Note:

The details described within this City of Joplin Style Guide are supported by Resolution 2021-023 of the Joplin City Council, December 6, 2021. All previous City brand images are functionally obsolete and are not to be used for any purpose outside of historic preservation/education. Any deviation or alterations from the content of this Guide must first be submitted to the City Clerk's office, for consideration by the City of Joplin Branding committee. Use of the City's Brand and/or City Seal by any non-City of Joplin organization or agency is forbidden without the express written consent of the City of Joplin. Such requests must be sent to: City of Joplin, City Clerk, 602 S. Main Street, Joplin, Missouri 64801.



TO EMPLOYEES

This style guide was created to make sure every message from our city is presented in unity. Joplin has a rich history of resiliency — a quality born of its self-reliant, hard-working yet gracious and welcoming citizens. We all have the responsibility to consistently display an accurate representation of these values.

Every message we present should contain our proper logos, fonts, and colors. In doing so, we help grow our sense of community and a better awareness and greater trust for our institutions of government. A brand, and a city, is more than logos and letters, buildings and borders, roads and bridges — Our new Brandmarks represent all the people — past, present and future — who, by brick and mortar, pen and paper, built this city.

VISION

Joplin, built by generations of people with grit and determination, is a regional hub at the crossroads of America. Our diverse people and employers thrive because of our healthy lifestyles, exceptional neighborhoods, lifelong learning opportunities, and cultural & recreational amenities.

Our connected community benefits from world-class health care, reasonable cost-of-living, and economic opportunity for all.

Together we are ready for anything!

Ad Omnia Parata

NARRATIVE

Established in 1873, Joplin was born from zinc mining camps. To this day, Joplin is home to citizens unafraid of rolling up their sleeves and working hard for their neighbors, their city and the country at large.

Joplinites have seen their city through crises and cultural change year after year for over a century. They've built and rebuilt the city, passing down a legacy of resilience, self-reliance and grace from one generation to the next.

Immortalized in song and on more than a few postcards over the years, Joplin sits at the intersection of what was old Route 66 and Interstate 49. Of course I-44 has long since replaced Route 66 in Missouri. However, Joplin still sits at this crucial interstate crossroads, favored by family travelers and truckers alike. Joplin's history of being both a waypoint and a destination for commerce has made it an eclectic and dynamic place. This is why we believe the dynamic identity concept presented here is the most logical choice for the new Joplin brand.

The City of Joplin means something different to each of its citizens. Hope. Resilience. New beginnings. And much more.

At the same time, it represents the same thing to us all: Home.

CHARACTER AND MESSAGING/TONE

The character of a brand is what makes it relatable to its audience. We want our residents to feel a positive connection with our brand and see an accurate representation of themselves within it.

Our people, the citizens of Joplin, have always been hard-working, ready to lend a hand, and take pride in their hometown. Joplin, and the land on which it sits, has always afforded opportunity, drawing in people from all over to visit or to stay. Any messaging should be helpful, welcoming, and intent on furthering the city's growth.

DEFINITIONS

1. Type

1.1. The word "Joplin" as seen and described in this guide.

1.2. The word "Missouri" as seen and described in this guide.

2. Unique Elements

2.1. **Crossed Star:** a star with four diagonal points, each pointing in unique ordinal directions, and two line segments, each bisecting the star and extending beyond its borders in the cardinal directions.

3. Symbols

3.1. **J-con:** A "J" icon, with the Crossed Star element overlaid, in all color/non-color iterations.

3.2. **Legacy Symbols:** Certain departments and branches of the city may have legacy symbols or otherwise unique symbols approved to be used individually or as part of lockups (e.g. police badge)

4. Lock-up

4.1. A configuration of Type (1.), Unique Elements (2.) and/or Symbol (3.)

5. Brandmarks

The approved configurations of Type (1.), Unique Elements (2.) and/or Symbol (3.). The city of Joplin will have three distinct Brandmarks.

A.

B.

5.1. **The J-con lock-ups:** Either orientation layout (**A.** horizontal or **B.** vertical) of the J-con and the Joplin Missouri type.

5.2. **The unlocked J-con:** The J-con Symbol without any other brand elements aside from accompanying content (i.e. email signature info, business card info, titles, names, etc.)

5.3. **The unlocked Type:** The Joplin Missouri type without any other brand elements.

NOTE: Certain departments and branches of the city may have legacy symbols or otherwise unique symbols approved to be used as part of lockups (e.g. police badge)

DEFINITIONS CONT.

6. Dynamic Identity

A dynamic identity, also called a dynamic or living brand, is a visual identity composed of Brandmarks where one or more components is variable to some degree, and able to be influenced by external data or updated as needed or desired. The amount and nature of variation differs from one brand to another.

7. Dynamic Components

The Type (1.) or Symbol (3.) comprising a brand mark that is variable and the nature, scope and methodology of that variation.

8. Parent Brand

A parent brand is the main brand of an organization. In the case of the City of Joplin, this means the city as a whole.

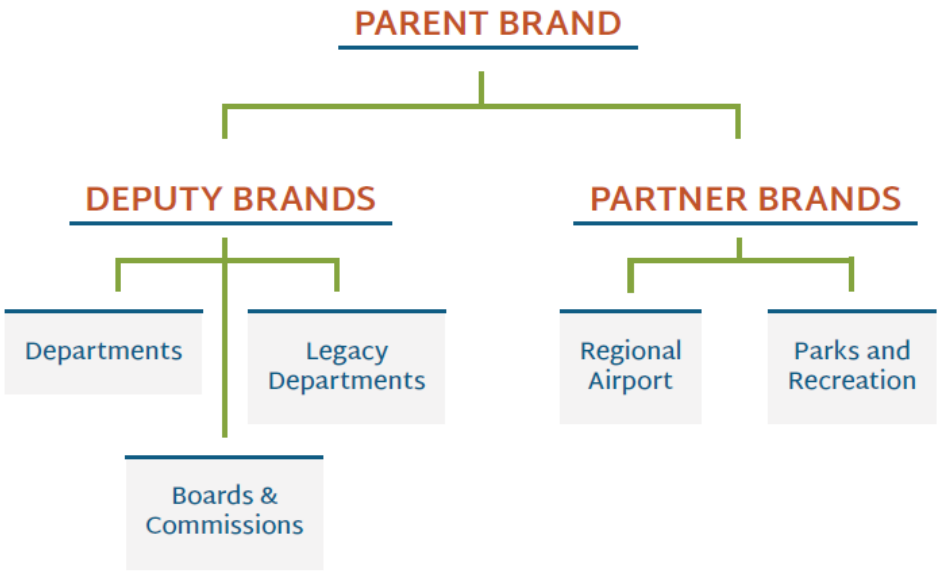
9. Deputy Brand

Deputy brands are Boards and Commissions and all other departments that are empowered by the parent brand.

10. Partner Brand

Partner brands are a sort of sub-brand that has its own personality different from the parent brand. In this instance, that is the city divisions that have their own, individual identities within the Joplin community.

Brand Hierarchy



Parent Brand

It is imperative that you use the following guidelines when using these brandmarks.

Incorrect usage could cause our logo to become public domain and we would then lose our exclusive rights to it.

Also, an incohesive use of our brand can cause a loss of trust in the information provided.

LOGO COLOR USAGE

J-con lockups

Full Color - Full color consists of the Type in Blue Lagoon and the J-con Symbol as pictured. For dynamic components, see the Dynamic Component(s) Section on page 4.



One Color - The logo may be represented in a single color using color palette colors, black, or white.

color palette:

Examples:



NOTE: If printing in black and white or from a black and white only printer, you must use the single color black logo.



Unlocked Type

One Color - The logo may only be represented in a single color using color palette colors, black, or white.

color palette:



NOTE: If printing in black and white or from a black and white only printer, you must use the single color black logo.



LOGO COLOR USAGE CONT.

Unlocked J-con

Full Color - See diagram to right. Color codes located on page 12.



One Color - The logo may be represented in a single color using color palette colors, black, or white.



NOTE: If printing in black and white or from a black and white only printer, you must use the single color black logo.



DYNAMIC COMPONENT(S):

J-con lockups

J-con patterns are dynamic. Patterns must be approved.

Examples:



Unlocked J-con

J-con patterns are dynamic. Patterns must be approved.

Examples:



Unlocked Type

There are no dynamic components for the Type. Please follow the Color Usages on page 12.

DEPARTMENTS

Deputy Brand departments do not have an individual brand but are empowered by the Parent Brand.

Brandmarks: Unlocked Type - without "Missouri"

Deputy Brand departments are represented with the Unlocked Type Brandmark without "Missouri", a thin horizontal Blue Lagoon line placed underneath the Parent logo. Located under the line is the department name in Blue Lagoon using Martel Sans font. The department name should be kept to two lines maximum and the width should not exceed the width of the Parent Logo. A template has been created to help with spacing and setup for the Deputy Brand departments.

Primary Color Palette: Blue Lagoon

These departments can use Blue Lagoon, black, or white. If using Black or White, all elements must be either Black or White.

Dynamic Component(s): None

Example Logos:

JOPLIN
PLANNING, DEVELOPMENT & NEIGHBORHOOD SERVICES

JOPLIN
FINANCE DEPARTMENT

JOPLIN
PUBLIC WORKS

BOARDS & COMMISSIONS

Our boards and commissions in Joplin play an important role in the community and represent the city in their different fields.

**Note: The Boards and Commissions have their own template to help with spacing, guidelines and setup.

Brandmarks: Unlocked Type - without "Missouri"

Boards and commissions' logos are part of the Deputy Brand. They are represented with the Unlocked Type Brandmark without "Missouri" but are separated from the other department Deputy Brands by:

- Placing a thin Blue Lagoon line to the right of the Unlocked Type Brandmark.
- Placing the Board or Commission name to the right of the line and centered to the Parent Brand logo with specifications being:
- Color as Blue Lagoon
- Font in Martel Sans
- Width no wider than 3/4 the width of the Parent Brand logo and Height not to exceed 3 lines or height of the Parent Brand logo

Primary Color Palette: Blue Lagoon

Dynamic Component(s): None

Example Logos:

JOPLIN | HISTORIC PRESERVATION COMMISSION

JOPLIN | BUILDING BOARD OF APPEALS

JOPLIN | CITY TREE BOARD

LEGACY DEPARTMENTS

The Police and Fire Department are empowered by the Parent Brand, with an additional Legacy Symbol that is unique to their respective departments and easily identifiable as emergency symbols to the public.

Joplin Police Department

Brandmarks: Badge lockup, Unlocked Badge

This department is represented with the Parent Brand Type without "Missouri", a thin horizontal line placed underneath the Type, and the department name (Police Department) under the line using Martel Sans font. The Legacy Symbol (Police Department Badge) is placed to the right of the Type.



Primary Color Palette: The Type, line, and Department Name are displayed in Regal Blue.

Dynamic Component(s): None

Joplin Fire Department

Brandmarks: Badge lockup, Unlocked Badge

This department is represented with the Parent Brand Type without "Missouri", a thin horizontal line placed underneath the Type, and the Department Name (Fire Department) under the line using Martel Sans font. The Legacy Symbol (Fire Department Badge) is placed to the right of the Type.



Primary Color Palette: The Type, line, and Department Name are displayed in Regal Blue.

Dynamic Component(s): None

Partner Brands

These are departments that have some individual identity, but are still empowered by the Parent Brand.

Parks & Recreation

Brandmarks: J-con lockups, Unlocked J-con

Primary Color Palette: The Type, Department Name, and bottom left and top right quadrant of the J-con are displayed in Wasabi or Blue Lagoon (see color palette on page 11). The line and top left and bottom right quadrant of the J-con are displayed in a lighter shade of the primary color that is approved for Parks and Recreation use only. Note: The Blue Lagoon department logo is for aquatics use only.

Dynamic Component(s): J-con patterns are dynamic. Patterns must be approved.



Joplin Airport

Brandmarks: Joplin lockup, JLN lockups

This department is represented with the Parent Brand Type without "Missouri", a thin horizontal line placed underneath the Type, and the department name (Regional Airport) using Martel Sans font. The airport has a unique symbol, which is displayed behind the Parent Brand Type.

NOTE: While the airport's unique symbol is effectively merged with the Parent Brand Type, ultimately it does not alter the shape or proportions of the Parent Brand Type. The use of white space between the Parent Brand Type and the unique symbol ensures the integrity of the Parent Brand Type.

This department may also be displayed using airport code JLN rather than the Joplin Type, with or without "Joplin Regional Airport" to the right of JLN.

Primary Color Palette: The Type, line, and Department Name are displayed in Regal Blue. The Symbol is displayed in Storm Dust and Rust.

Dynamic Component(s): The Airport has a unique symbol that is a supplement to and used in conjunction with the Parent Brand Type. However, as noted above, there is clear demarcation between the airport's unique symbol and the Parent Brand Type in order to ensure the shape, proportions, and general integrity of the Parent Brand Type.



UNACCEPTABLE LOGO USAGE

These are the correct logo uses:

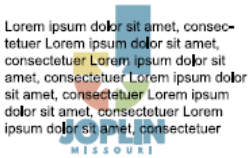
The following are modifications of the City of Joplin logo deemed unacceptable:



Do not change colors of the logo. Use only those specified in the logo color usage section of the Branding Guide.



Do not skew, stretch or distort the logo. When resizing you must maintain the same proportions.



Do not overlay text on the logo or change the logos opacity.



Do not allow graphics or copy to cover any part of a Joplin City logo.



Do not flip logo so that when reading, the logo ends up backwards or upside down.



Do not print or place logo on a background or image that makes the logo difficult to read.



Do not add, delete or change elements or fonts on the logo. This includes changing spacing of letters or lines of text.



Do not add outlines to the logo or recreate the logo. This logo cannot be recreated using a font. The Branding Committee can provide appropriate files.



Do not distress or add textured pattern to the logo.

MULTIPLE LOGO USAGE

When the City of Joplin brandmark needs to sit side by side another brand, the horizontal J-con Lockup should be used. Size, placement, and relevance should be considered.

Multiple Logo Example:



Singular Logo Example:



COLOR PALETTE

Our color palette is meant to help communication from each department stay on brand.

These colors were inspired by different murals throughout our beautiful city such as "The Butterfly Effect:"



Regal Blue

Hex	#123A54
RGB	18 58 84
CMYK	96 74 44 36
PMS	534

Blue Lagoon

Hex	#005B82
RGB	0 91 130
CMYK	96 62 29 10
PMS	634

Storm Dust

Hex	#5F5F5C
RGB	95 95 93
CMYK	61 53 55 25
PMS	417

Wasabi

Hex	#83A226
RGB	131 162 38
CMYK	55 20 100 2
PMS	4212

Buttered Rum

Hex	#D1B10E
RGB	209 177 14
CMYK	21 26 100 0
PMS	606

Rust

Hex	#BF500B
RGB	191 80 11
CMYK	19 79 100 8
PMS	718

FONTS

Martel Sans

Martel Sans is generally not in a standard font library, but can be downloaded for free.

Usages:

Deputy Brands (Department and Boards & Commission Logos) and Design Materials (brochures, newsletters, ads, postcards, business cards, etc)

Font Sample:

(Regular)
Aa Bb Cc Dd Ee Ff Gg Hh Ii Jj Kk Ll Mm Nn Oo Pp Qq Rr Ss Tt Uu Vv Ww Xx Yy Zz
1234567890

(Bold)
Aa Bb Cc Dd Ee Ff Gg Hh Ii Jj Kk Ll Mm Nn Oo Pp Qq Rr Ss Tt Uu Vv Ww Xx Yy Zz
1234567890

Tahoma

Tahoma is a widely-supported font across most platforms. You should be able to find Tahoma for all general uses.

Usages:

Email communications, word documents, agendas, etc.

Font Sample:

(Regular)
Aa Bb Cc Dd Ee Ff Gg Hh Ii Jj Kk Ll Mm Nn Oo Pp Qq Rr Ss Tt Uu Vv Ww Xx Yy Zz
1234567890

(Bold)
Aa Bb Cc Dd Ee Ff Gg Hh Ii Jj Kk Ll Mm Nn Oo Pp Qq Rr Ss Tt Uu Vv Ww Xx Yy Zz
1234567890

Reklame Script

Reklame Script is a special licensed font and is to be used as an accent in design materials.

Usages:

Approved design material purposes only.

Font Sample:

(Regular)
Aa Bb Cc Dd Ee Ff Gg Hh Ii Jj Kk Ll Mm Nn Oo Pp Qq Rr Ss Tt Uu Vv Ww Xx Yy Zz
1234567890

(Bold)
Aa Bb Cc Dd Ee Ff Gg Hh Ii Jj Kk Ll Mm Nn Oo Pp Qq Rr Ss Tt Uu Vv Ww Xx Yy Zz
1234567890

RECOMMENDED SPACING

To keep the brand looking clean, professional, and consistent, do not place any object within the "safe" space, designated by the height of the Buttered Rum (Yellow) space in the J-con. In the example below, the safe space is represented as "X".

Logo Spacing Example:



To accurately measure the safe space make sure your logo is the final size in your project. Zoom into J-con. Using a shape tool, draw a box that perfectly aligns with the height of the Buttered Rum section. Rotate your new box as needed to ensure spacing around the logo matches appropriately.

BUSINESS CARDS

Executive Style:

Front:



Back:



Primary:

Front:



Back:



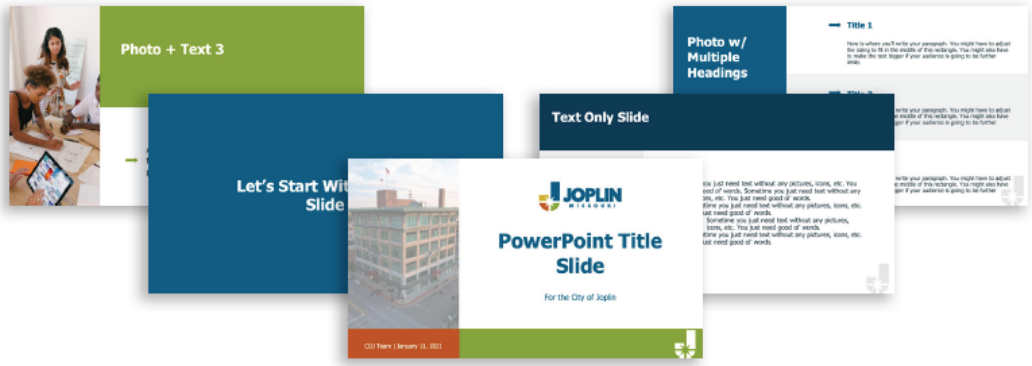
TEMPLATES

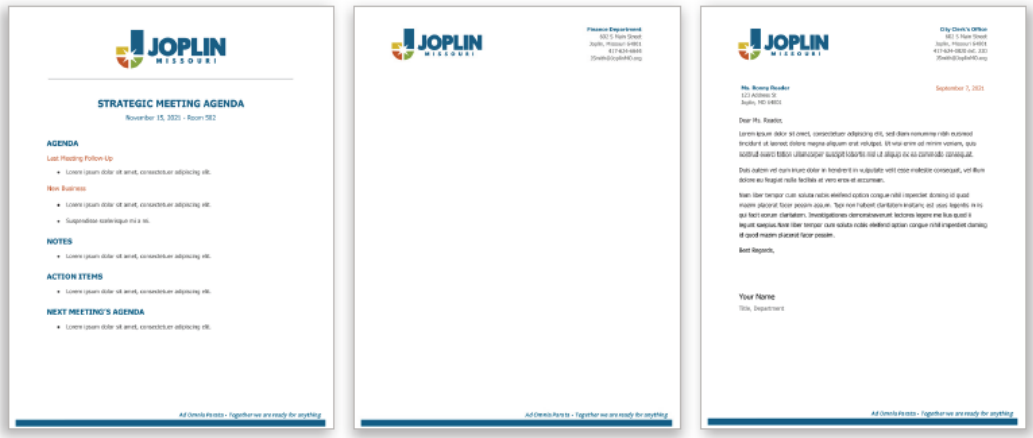
Presentations, letterhead, envelopes, etc

Branded templates have been created and are available in Microsoft PowerPoint, Word, and Excel. It is vital that you use these templates appropriately to help solidify the brand usage.

Employees can access these templates on the shared L: Drive (Everyone). Departments are encouraged to print envelopes externally. Other documents can be printed in-house, but extra care must be taken to match the colors on Page 12.

Examples:







EMAIL SIGNATURES

Email signature archetype designs are created using a combination of HTML and referenced (src), publicly available (hosted) images (used minimally to optimize deliverability) and will be created and approved in advance and by the Branding Committee to meet consistency and deliverability standards. Email signatures will be implemented and updated as needed by the web and email system admin and/or the Information Technology Department with appropriate knowledge of and access to the associated Microsoft Office 365 Exchange Admin Center.



JANE SMITH
EXECUTIVE DIRECTOR
CITY DEPARTMENT
602 S Main Street, Joplin, MO 64801
O: 417-876-5523 | C: 417-325-5678
JSmith@JoplinMo.org | JoplinMo.org

AD SPECIALTY ITEMS

Any items produced with the City of Joplin or your specific department's branding as means of advertising must have approval from the appropriate department prior to production. Due to the large number of possible promotional items you may encounter, this guide does not contain a list of all possible combinations. The appropriate department will work with you to maintain the integrity of the brand while allowing for creativity.

Examples:



APPAREL

Any apparel created with branding from the Parent, Partner or Deputy brands must have approval before production. Approved colors include full color, one color from the approved color palette, all black or all white. Contact the appropriate department for details on ordering apparel or purchasing your own City of Joplin branded clothing.

Example:



VEHICLE DECALS

Brand decals will be the Parent Brand or the Deputy Brand logo.

For trucks and equipment, the decal should be placed on both front doors. For vans and other larger vehicles, the decal should be placed in the middle of each side, as pictured.



AROUND JOMO

Dated building signage, directories, and public locators, as well as promotional materials used throughout the City of Joplin will require a branding up and should be accomplished at the next renovation or printing, and fully accomplished no later than the end of Fiscal Year 2024.







FAQ

Why is it important to follow the City of Joplin brand standards?

A: Following brand standards, including logo usage, color guidelines, department styles, and all that is provided within this guide, ensures we are presenting a consistent identity for our city.

Where can I download logos for the City of Joplin?

A: If you are an employee, you can access all of the City of Joplin logos on the L: "everyone" drive on a City of Joplin computer. If you are requesting the logo for another entity, please have them contact the City Clerk's Office to receive a copy of the brand guidelines.

Can our department name be used on the logo?

A: Each department is able to use the Parent Brand logo in conjunction with their department name. Most department logos have already been created and can be accessed on the L: "everyone" drive on a City of Joplin computer or by contacting the City Clerk's Office. Guidelines for department logo use are located in the Partner Brands and Deputy Brands sections of the Brand Style Guide.

May I revise the letterhead design?

A: Letterheads have already been pre-designed and must not be changed. There are two letterheads available: One with the addition of the City Seal to be used only for official documents.

What font can I use when typing emails, letters, or memos?

A: Please use the font Tahoma for emails, letters and memos.

Can I design my posters and fliers?

A: Yes, but all promotional materials need to be approved by the City Clerk's Office to ensure proper branding. If you are not a designer, you can contact the City Clerk's Office for assistance.

May I still use the old logo?

A: DO NOT use former logos or other outdated branding that is not contained within this branding guide. If you find items using a logo not approved by this guide, please contact the City Clerk's Office so we can have it corrected.

Are there any standards for signs that need to be made either for the interior or the exterior of the building?

A: Yes. Signs on City of Joplin buildings and property must be approved by the Director, Public Works or their designee. This ensures the signage codes the city uses, as well as branding guidelines, are adhered to.

Can we use the logo as a watermark for certain projects or on images?

A: If you question any use of the logo that is not easily described in the branding guide, please send the artwork to the City Clerk's Office for approval or clarification.



CONCLUSION

The City of Joplin logo is a registered trademark of the City of Joplin, MO and cannot be duplicated, disseminated, or appropriated by others without permission. Any and all use of the City of Joplin brand or our themes, whole or in-part, are prohibited until permission is given.

The City of Joplin reserves the right to withdraw prior approval if the guidelines contained within this document are violated.

We appreciate your cooperation in following this guide we have created in an effort to best represent our community and promote its best qualities in a unified manner.

Please Note:

The details described within this City of Joplin Style Guide are supported by Resolution 2021-023 of the Joplin City Council, December 6, 2021. All previous City brand images are obsolete and are not to be used. Any deviation or alterations from the content of this Guide must first be submitted to the City Clerk's office, for consideration by the City of Joplin Branding committee. Use of the City's Brand and/or City Seal by any non-City of Joplin organization or agency is forbidden without the express written consent of the City of Joplin. Such requests must be sent to: City of Joplin, City Clerk, 602 S. Main Street, Joplin, Missouri 64801.


BURNS
McDONNELL

262.650.9900
info@affirmagency.com
affirmagency.com
N28W23050 Roundy Drive
Suite 100
Pewaukee, WI 53072

Joplin Marketing 2025-RFP-20 Cost Estimate Request for Information

Introduction

Thank you for the opportunity to provide additional cost proposal clarifications for the City of Joplin's EPA-funded Recycle Education & Outreach campaign. AFFIRM is thrilled to be a finalist for this important initiative, and we appreciate your clear guidance for refining and standardizing cost breakdowns. We've carefully reviewed your request and are pleased to present our updated budget, which aligns with your outlined categories while continuing to reflect the value, transparency, and strategic impact that AFFIRM consistently delivers in our public sector work. We remain enthusiastic about helping Joplin achieve meaningful, measurable change through this campaign and hope this detailed response positions us as your "lowest and best" partner for success.

1. Agency fees for professional services (provide either a blended hourly rate and total estimated number of labor hours or provide a table showing the hourly rate for each team member and estimated total labor hours each will spend on the project) to include all project management, meetings, strategy, planning, development and creative direction. Plans, reports, and other activities performed by your agency to manage this project should be accounted for in this portion of the budget. Time spent by agency staff on PR and community engagement activities should also be included here.

1. Agency Fees for Professional Services

AFFIRM is pleased to offer the City of Joplin our discounted public sector blended hourly rate of **$135.00/hour** for all agency professional services related to the Marketing and Promotions Development for the Joplin Regional Recycling Outreach Program.

This fixed agency services amount of **$125,000** over the 20-month project duration includes:

- Project management and coordination
- Strategic planning and reporting
- Creative direction and campaign development
- Meetings, presentations, and client communications
- Public relations support
- Community engagement planning and execution

At the blended hourly rate, this equates to approximately **925 agency labor hours** over the course of the project. This structure enables us to efficiently deploy senior-level talent and support staff as needed, ensuring responsive, high-quality service while maximizing the campaign's media investment.

2. Separate budget for all creative production costs. Costs for copywriting, editing, revisions, graphic design, photography, video production, printing, purchase of swag, other hard costs etc. whether the costs will be in-house or paid to 3rd party subcontractors. We understand that we have not yet developed a campaign plan specifying how many materials or creative deliverables will be required or how extensive each may be, however, please provide a recommended amount of budget to set aside for such expenses in relation to the other expense categories. Please provide a blended hourly rate for creative production labor for your in-house team staff. You do not need to provide hourly rates for 3rd party creative & production contractors, but you may provide such rates if available.

2. Creative Production Costs

AFFIRM recommends a combined allocation of **$325,000** to cover all creative development, production, printing, and distribution costs for the Joplin Regional Recycling Outreach Program. This amount includes both in-house agency labor and third-party production and printing vendors as follows:

- **In-House Creative Services (Estimated: $125,000)**
  This includes AFFIRM's concept development, copywriting, graphic design, editing, revisions, layout, project coordination, and creative direction for the campaign's assets. These services will be billed at our discounted public sector **blended hourly rate of $135.00/hour**.

- **Third-Party Production and Printing (Estimated: $200,000)**
  This includes:

    - **Professional video and audio production** for television, streaming, digital, and radio ads (including filming, editing, music, onscreen & voice talent, and studio fees).

    - **Photography and illustration** as needed for campaign visuals.

    - **Printing of outreach materials**, including brochures, mailers, posters, signage, and community event collateral.

    - **Swag and promotional items** for community engagement and public events.

    - **Shipping and distribution costs** for printed materials and giveaways.

While final deliverables will be determined in collaboration with the City of Joplin once the campaign is underway, this budget ensures sufficient resources are reserved to meet production needs while maximizing cost-efficiency and quality.

3. Remaining budget for ad placements and campaign execution: to include broadcast TV & radio, digital ads, streaming, OTT, social media, print ad placements, direct mail, out-of-home and billboards, etc. Please include a brief draft proposal for how best to allocate these funds.

3. Remaining Budget for Ad Placements and Campaign Execution

To maximize the campaign's reach and impact across the Joplin region, AFFIRM recommends a strategic and balanced media mix that blends broad-reach traditional advertising with highly targeted digital efforts. This integrated approach ensures both wide public awareness and precise engagement with key audiences, including hard-to-reach and disadvantaged communities.

Our proposed allocation is based on best practices for public-sector outreach, our experience with similar recycling initiatives, and media cost realities in the Joplin market. The following table summarizes our recommended net investment by tactic, totaling $976,000:

Media Tactic	Budget (NET)	Rationale
Television (Broadcast + OTT)	$450,000	**Highest reach medium**; combines local broadcast with streaming platforms for precise audience targeting and messaging reinforcement.
Radio (Broadcast + Streaming)	$189,000	**Cost-effective audio strategy to build frequency and broad awareness** across demographics and listening habits.
Billboards / Out-of-Home	$121,000	High-visibility placements in **traffic corridors and targeted zip codes to reach commuters and underserved populations**.
Digital Advertising	$103,500	**Includes display, pre-roll video, YouTube and other formats using behavioral, demographic, and geographic targeting** for optimal ROI and trackable performance.
Paid Social Media	$45,000	**Facebook, Instagram, and other platforms** for targeted reach, community engagement, and direct calls-to-action.
Newspaper / Community Print	$22,500	**Reinforces messaging to older and print-reliant audiences** through community newspapers, inserts and potentially direct mail campaigns.
Contingency / Bonus Placements	$45,000	**Reserved for mid-campaign adjustments**, unexpected opportunities, or high-performance tactic amplification.

This flexible mix positions the City of Joplin to reach diverse populations, reinforce consistent messaging, and drive measurable behavior change around recycling.

4. Highlight any markup fees charged by your agency in addition to the pass-through of hard costs for production, ad placements, etc.

4. Media Commission and Markup Fees

AFFIRM is proud to offer a **reduced public sector media commission rate of just 10%**, significantly lower than the industry standard of 15% - 20%, for both **traditional and digital media placements**. This discount reflects our commitment to helping municipal clients like the City of Joplin maximize their media budgets and achieve greater campaign impact.

All third-party production and printing costs are passed through at **no additional markup**, ensuring complete transparency and cost efficiency for all non-media hard costs.

5. Travel costs to attend at least two (2) Joplin City Council meetings. The first at the time of contract award, and the final at close of the project to report final results of the campaign to council.

5. Travel Costs

AFFIRM will not charge the City of Joplin for travel expenses related to attending the two required City Council meetings. This includes airfare, hotel, meals, and transportation. We are committed to this project and believe in investing in strong client relationships and outcomes. While we will bill only for the time spent attending and

preparing for these meetings, we view the travel itself as a contribution toward the success of this important initiative.

Expected Value Added Placements and Supporting Documents

As an additional consideration, you may choose to provide an estimated dollar value of "value added placements" which you reasonably expect to be able to obtain to the benefit of the campaign, and we can consider this as an increase to the project budget but you will have to deliver this benefit and account for it in the campaign performance reporting. Such estimate must be based on past campaign performance, and you must cite at least three campaigns which exhibited such value added and how the value was obtained thanks to the efforts of your firm. If estimates are not well-explained and do not cite at least 3 prior examples, we will not consider the estimate to be realistic.

Expected Value-Added Placements and Supporting Documentation

One of AFFIRM's core strengths is maximizing the value of our clients' media budgets through **strategic negotiation of bonus placements and public service exposure.** Thanks to strong, long-standing relationships with top media vendors, we routinely secure added-value opportunities such as **no-charge TV and radio spots, bonus impressions, extended campaign durations, premium placement upgrades, and promotional integrations, at no additional cost to our clients.**

To demonstrate the credibility of our estimates, we offer three recent campaign examples where AFFIRM successfully secured significant added-value media placements:

Southwest Ohio Regional Transit Authority (SORTA/Metro) Fiscal Year 2024–2025 Results:

From June 1, 2024 to May 31, 2025, AFFIRM secured **$279,969 in added-value media exposure** across SORTA's campaigns, including *MetroNow!*, *Your Way to Go*, and *Rewards*.

Highlights by Channel:

- **WXIX-TV Traffic Sponsorship**
  Annual morning drive traffic sponsorship with FOX19 TV
  - Ordered Spots: 944
  - Ordered GRPs: 528
  - Ordered Impressions: 2,271,432
  - **Delivered Spots: 1,868**
  - **Delivered GRPs: 896**
  - **Delivered Impressions: 3,381,652**
  - **Bonus Spots: 924**
  - **Estimated Value of Bonus: $14,088**

- **University of Cincinnati Partnership**
  Included signage at men's football and basketball games, onsite display/activation/tabling events, web advertising and C-mail blasts to students and season ticket holders
  - **Added Value: Included in-game signage running at all UC women's volleyball and basketball games inside of Fifth Third Arena (approx. 15 home games). The SORTA Metro logo is also still on the back of the basket facing the student section.**

- **Public Radio Sponsorship**
  Annual underwriting partnership with WVXU and WGUC.
  - Ordered Spots: 988

- Ordered GRPs: 176.8
- Ordered Impressions: 3,645,200
- **Delivered Spots: 1,248**
- **Delivered GRPs: 2,184**
- **Delivered Impressions: 4,659,200**
- **Bonus Spots: 260**
- **Estimated Value of Bonus: $11,538**

- **Broadcast TV**
  TV advertising ran in Q1 2025
  - Ordered Spots: 6,426
  - Ordered GRPs: 2,092.3
  - **Delivered Spots: 6,452**
  - **Delivered GRPs: 2,646**
  - **Bonus Spots Delivered: 181**
  - **Estimated Value of Bonus Spots: $33,794**

- **Radio (General Market & Ethnic Stations)**
  Radio advertising ran throughout the fiscal year on both ethnic and top ranked Cincinnati stations.
  - Ordered Spots: 14,574
  - Ordered GRPs: 3,527
  - **Delivered Spots: 15,451**
  - **Delivered GRPs: 3,931**
  - **Bonus Spots Delivered: 4,912**
  - **Estimated Value of Bonus Spots: $136,772**

- **Digital/OTT/Streaming Media**
  Online advertising included online display, streaming audio, online video, OTT/CTV, digital out of home, iHeart streaming audio and podcasting.
  - Ordered Impressions: 21,285,223
  - **Delivered Impressions: 22,731,636**
  - **Bonus Impressions: 1,446,413**
  - **Estimated Value of Bonus: $14,867**

- **Out-of-Home (Digital Boards, UC Kiosks, Orange Barrel)**
  Outdoor advertising included UC kiosks, digital outdoor billboards and Orange Barrel media digital boards and kiosks across downtown Cincinnati
  - Overall Ordered Impressions: 70,303,399
  - **Overall Delivered Impressions: 82,821,559**
  - **Overall Bonus Impressions: 12,518,160**
  - **Estimated Value of Bonus Impressions: $61,879**

- **Print Advertising**
  Print advertising for SORTA included La Vanguardia Hoy, The Cincinnati Herald, and The News Record.
  - Publications ran online display ads as added value on top of our paid insertions totaling an **estimated 28,923 impressions valued at $6,000**

- **Email & Retargeting (MetroNow! Launch Campaign)**
  Three email marketing deployments ran in support of the new MetroNow! zone that launched in Pleasant Run and Forest Park, OH.
  - Emails Deployed: 600,000
  - Ordered Display and Social Retargeting Impressions: 716,751

- **Delivered Display and Social Retargeting Impressions: 787,180**
  - **Bonus Retargeting Impressions: 70,429**
  - **Estimated Value of Bonus Impressions: $1,031**

Wisconsin Department of Health Services 988 Suicide & Crisis Lifeline Media Summary Year 2

For year two of the Wisconsin Department of Health Services 988 Suicide & Crisis Lifeline media campaign's budget was $1,108,753 and **received the following added value totaling $306,961.41 equaling 28% of their paid schedul**e back in added value:

- A total of 3,975 bonus spots aired through September 2023 worth an estimated $167,925
- Adams Outdoor delivered 19,304 digital out of home bonus views worth an estimated $2,605.41
- Lamar advertising delivered out of home bonus impressions equivalent to $22,831 in additional media exposure
- The Fox6 digital buy included 5,020 impressions on top of our paid schedule worth $113,600

Henry Vilas Zoo 2024 Mid-Year Campaign Summary

The Henry Vilas Zoo's 2024 mid-year campaign's budget was $41,175.88 and received the following **added value totaling $8,761 equaling 21% of their paid schedule** back in added value:

- Radio buys received 296 bonus spots on top of the paid schedule worth an estimated $6,270
- An additional e-newsletter was negotiated with Madison Family on top of our paid schedule worth an estimated $266
- Digital ads also ran in six e-newsletters at no additional charge to increase awareness of the zoo. Estimated value of $1,375
- Online display ads on MadisonFamily.com delivered 86,598 additional impressions on top of our paid schedule at no additional charge! Estimated value of $850
- The digital out of home campaign delivered 538 additional impressions on top of our paid schedule at no charge.

Additional Examples

In addition to the detailed case studies provided above, AFFIRM has consistently delivered meaningful added value in a wide range of public-sector campaigns. Below are two more recent examples that demonstrate our continued success in generating bonus placements and extended exposure at no additional cost to our clients:

- Wisconsin Department of Transportation 2024 Drive Sober or Get Pulled Over Media Campaign Summary
- Dane County Regional Airport 2023 Travel Upgrade Media Summary

Our Added-Value Commitment to the City of Joplin

Based on consistent historical performance, AFFIRM conservatively estimates we will secure **20–25% in added-value media** for the City of Joplin's campaign. On a net paid media investment of **$976,000**, this equates to an **estimated $195,000–$244,000 in additional media exposure,** at no extra cost to the City.

These placements will be documented, reported, and tied directly to the campaign's core outreach goals. AFFIRM will advocate for:

- **No charge TV/radio spot bonus placements**
- **Free weather/news/traffic sponsorships**
- **Streaming audio or podcasting extensions**
- **Bonus cross-platform digital impressions**
- **Community activations at major events**, for example with media partners, venues, and universities
- **Cross-promotions,** contests, email features

- **Onsite activations, including free food and refreshments,** during major civic and sporting events

All added-value placements will reinforce the campaign's recycling education goals and **measurably increase reach and impact across Joplin's diverse audiences.**

Concluding Remarks

We are excited about the potential to support this important EPA-funded initiative and confident that our **extensive recycling marketing experience, efficient cost structure, and proven ability to deliver measurable value** will make us the ideal agency to help advance the City's recycling education and outreach goals. We look forward to the next steps and stand ready to begin.

ORIGINAL



JOPLIN, MISSOURI
REQUEST FOR PROPOSAL #2025-RFP-20
MARKETING AND PROMOTIONS DEVELOPMENT FOR JOPLIN REGIONAL RECYCLING OUTREACH PROGRAM
GRANT AWARD PROJECT OF ENVIRONMENTAL PROTECTION ADMINISTRATION (EPA)

SUBMISSION DATE: JULY 11, 2025

AFFIRM 40 YEARS

Submitted by:
AFFIRM
N28W23050 Roundy Drive, Suite 100
Pewaukee, WI 53072
affirmagency.com
Phone: 262-650-9900
info@affirmagency.com

Primary Contact:
Danny Mager
dmager@affirmagency.com
608-212-7840

PROPOSAL FOR THE CITY OF JOPLIN, MISSOURI
MARKETING AND PROMOTIONS DEVELOPMENT FOR JOPLIN REGIONAL RECYCLING OUTREACH PROGRAM, A GRANT AWARD PROJECT OF ENVIRONMENTAL PROTECTION ADMINISTRATION
REQUEST FOR PROPOSAL #2025-RFP-20

TABLE OF CONTENTS:

Cover Letter 2

1. Company Profile 3

2. Experience 15

3. Approach Strategy 26

4. References 31

5. Cost Proposal 33

6. Forms and Attachments 36

262.650.9900
info@affirmagency.com
affirmagency.com

N28W23050 Roundy Drive
Suite 100
Pewaukee, WI 53072

July 11, 2025

Tony Robyn, Assistant City Manager
City of Joplin – City Hall
602 S. Main Street, 2nd Floor
Joplin, MO 64801

Dear Tony,

AFFIRM is pleased to provide the following proposal to the City of Joplin for Request for Proposal #2025-RFP-20 for Marketing and Promotions Development for Joplin Recycling Outreach Program, a Grant Award Project of the Environmental Protection Administration. At AFFIRM, we specialize in developing behavior change campaigns that deliver measurable results. One of our most celebrated successes is the **RECYCLE FOR GOOD Campaign to Increase Recycling** in the City of Milwaukee, which we designed and executed for the city's Department of Public Works over a 10-year period and is still being used today. **This award-winning initiative exceeded its recycling increase goals among targeted inner-city audiences and gained national recognition as a model public education campaign.**

Therefore, we are excited to be able to offer the City of Joplin **the option of a unique, turnkey opportunity to leverage the proven success of the RECYCLE FOR GOOD Campaign**! With permission from the City of Milwaukee Department of Public Works, AFFIRM is ready to adapt and update this ready-made campaign to fit the needs of the greater Joplin area. **This means the city can bypass the time and expense of developing a campaign from scratch, redirecting significant savings in creative production costs into a more robust media buy.** As a result, your recycling education message will reach and resonate with more households and businesses across the region.

Should the City of Joplin choose not to utilize the turnkey RECYCLE FOR GOOD campaign, **AFFIRM is fully prepared to develop a brand-new creative recycling public education initiative tailored specifically to the needs of the Joplin area**. With 20 years of experience in behavior change marketing, including impactful campaigns for organizations like the Agency for Community Transit - St. Louis RideFinders, Southwest Ohio Regional Transit Authority, and the Suffolk County Water Authority LICAP Drinking Water Conservation campaign, **AFFIRM has a deep understanding of the audiences the City is trying to reach and the strategies that drive engagement.** We will put our expertise to work researching, developing, and implementing an innovative, results-driven campaign that meets and exceeds the City of Joplin's goals. Whether building a campaign from the ground up or adapting a proven solution, AFFIRM is committed to delivering measurable success. AFFIRM agrees to comply with the EPA grant conditions as set forth in the RFP. This proposal will remain in effect for at least 90 days from the submission date.

As the officer authorized to negotiate and agree to the contract, please address questions to:
Danny Mager, Owner/President, AFFIRM, Mobile: 608.212.7840, E-mail: dmager@affirmagency.com

We look forward to the opportunity to work with the City of Joplin on its recycling outreach program!

Sincerely,

Danny Mager, Owner/President - AFFIRM Agency

1. COMPANY PROFILE



Founded in 1985, our agency was known as Staples Marketing, LLC for 30 years. By rebranding as AFFIRM Agency in 2015, we ended any confusion with the office supply chain and can better relay our purpose:

> *To effectively communicate to people how they can make their lives better.*

We're proud of the legacy we built over the years and our mission remains consistent:

> *To help our clients achieve their most ambitious goals through advertising, marketing, and public relations efforts that enhance brand awareness, change behaviors, improve sales, and foster growth.*

AFFIRM is a full-service marketing communications agency that specializes in behavior change marketing campaigns. Among the strengths that differentiate us from other agencies are our **Core Values**. They are the foundation of our culture and serve as the philosophy for how we work with our clients, vendors, and ourselves:



***Always* RESPONSIVE**
Always putting clients first by responding quickly, proactively addressing needs, and anticipating solutions before they're needed.



***Persuasively* CREATIVE**
Creating innovative, award-winning ideas that captivate audiences, inspire action, and drive meaningful change.



***Extremely* RELIABLE**
Consistently delivering high-quality work on time, following through on every commitment, and being a trusted partner that clients can count on – no matter the challenge.



***Amazingly* RESOURCEFUL**
Turning challenges into opportunities with street-smart strategic solutions that deliver real results.



***Openly* COLLABORATIVE**
Working side by side with clients to understand their issues and industries, share insights, and develop the best marketing solutions together.



***Exceptionally* AGILE**
Adapting quickly to challenges and opportunities with strategic thinking, creative problem-solving, and a nimble approach that keeps clients, and ourselves, ahead of the curve.



***Absolutely* POSITIVE**

Bringing positive energy, optimism, and a solutions-focused mindset to every challenge, ensuring measurable success for our clients.



***Super* FUN**

Infusing creativity, enthusiasm, and a sense of humor into everything we do!

AFFIRM's primary office is located at N28W23050 Roundy Drive, Suite 100, Pewaukee, WI 53072. AFFIRM's team is comprised of 19 individuals, 12 of whom work primarily out of our suburban Milwaukee office and the other seven all working remotely. This year, we are celebrating AFFIRM Agency's 40th anniversary.

AFFIRM's in-house resources and capabilities allow us to judiciously manage budgets while supporting marketing initiatives, including:

Account Service	SEM & SEO
Brand Development	Social Media Management
Digital Design and Production	Strategic Marketing Plans
Graphic Design/Layout	Video Production
Market Research	Website Design and Hosting
Media Planning/Buying	…and more, all tailored to achieve results!

To successfully meet all the marketing and promotions development objectives for the City of Joplin, AFFIRM presents the following dedicated team that will do whatever is necessary to fulfill all the responsibilities and tasks assigned to it for the program. All members of the team are long-time agency staffers with extensive marketing experience and the general availability and capacity to take on the work for the duration of the contract. Please see the following concise resumes of the AFFIRM account team. AFFIRM will not need to hire additional staff to satisfy this engagement.



Personnel Assigned to the Joplin Regional Recycling Outreach Program

AFFIRM Agency Principal – President Danny Mager and Director of Account Services Amy Opad will lead the account service team as the project manager and primary contact for the City of Joplin under the contract. All members of the AFFIRM team assigned to the City of Joplin program work out of AFFIRM's headquarters in Pewaukee, WI.



Daniel Mager – Principal Officer/Project Executive, dmager@affirmagency.com

Danny brings more than **30 years of award-winning advertising experience**, specializing in **public sector behavior change marketing communications**. As President of AFFIRM, he oversees all account activities and has extensive experience managing public sector marketing campaigns, including St. Louis RideFinders, City of Milwaukee Department of Public Works, Southwest Ohio Regional Transit Authority, Suffolk County Water Authority, and the Wisconsin Department of Transportation. He is an award-winning advertising copywriter with over 25 years of copywriting experience.

A **strategic thinker and results-driven leader**, Danny has a deep understanding of **behavior change marketing and public awareness campaigns**, making him uniquely qualified to continue to guide the City of Joplin's marketing initiatives. He will lead the City of Joplin account team, ensuring that all **projects are delivered on schedule, within budget, and aligned with strategic objectives**.

Beyond his leadership role, Danny is an **expert copywriter and creative strategist**, developing compelling messaging that **drives awareness, engagement, and community support** for behavior change initiatives. His experience in **navigating complex awareness campaign challenges** will be invaluable in crafting effective, results-oriented campaign materials for the City of Joplin.

YEARS OF RELATED EXPERIENCE: 36

RELEVANT SKILLS

- Extensive print and electronic communication sales skills, including product start-up sales
- Experienced management team member, motivator, and trainer
- Excellent written and verbal communications skills
- Experienced public speaker
- Published writer, including scripts and television commercials
- Budget planning and implementation

WORK HISTORY

AFFIRM – Pewaukee, WI
Principal/Marketing Director

- Oversee all new business development and agency account management
- Implement all project budgeting and billing
- Represent agency in trade and professional organizations
- Project manager on major agency accounts
- Participate in creative process on all managed accounts

Start Renting, Inc. – Madison, WI
Vice President

- Co-founded company that publishes **START RENTING** Magazine and web site.
- Oversee all operations of offices in Madison, Milwaukee, and Appleton, Wisconsin
- Hire and train all sales and management staff
- Develop and implement annual budgets, including all revenue and expense projections for eight corporate divisions
- Write all marketing materials, including media kits and promotional pieces

Immedia Marketing Group, LLC – Madison, WI
Owner/Partner

- Conducted all operations of marketing company specializing in sales and marketing programs for the publication industry, as well as video production
- Sold out all advertising packages for statewide syndicated television programs

Madison Advertising & Publishing – Madison, WI
Senior Account Executive

- New business development and account management for firm specializing in advertising and marketing programs for the home furnishings industry
- Extensive ad copywriting and video script writing

EDUCATION

University of Wisconsin-Madison – Madison, WI Bachelor of Arts in History, 1987

The Lawrenceville School, Lawrenceville, New Jersey, 1983



Amy Opad – Director of Account Services/Project Manager, aopad@affirmagency.com

With over a decade of advertising and marketing experience, Amy is a **highly skilled account manager specializing in public sector behavior change marketing**. She serves as Account Manager on several of the agency's behavior change campaigns, including Long Island Commission for Aquifer Protection, St. Louis RideFinders, Suffolk County STOP-DWI, and Southwest Ohio Regional Transit Authority (SORTA). Her experience coordinating **multifaceted marketing initiatives** across these agencies makes her exceptionally qualified to manage the City of Joplin's recycling outreach program.

For the City of Joplin, Amy will work closely with **agency principal Danny Mager** and the **broader AFFIRM account team** to oversee **strategic planning, client communication, and day-to-day project management**. She will ensure **smooth workflow execution, clear communication, and on-time delivery** of all campaign elements while maintaining a **high level of responsiveness and collaboration** with the City of Joplin and its stakeholders.

YEARS OF RELATED EXPERIENCE: 16

ADDITIONAL

- Account management
- Social media
- Online marketing strategy
- Event planning
- Sales support marketing

WORK HISTORY

AFFIRM – Pewaukee, WI
Director of Account Services/Senior Account Executive/Project Manager

- Manage over 20 client accounts
- Draft and help implement marketing plans for clients
- Collaborate with client and account supervisor on preparing marketing recommendations and strategies for clients
- Develop and maintain marketing budgets for all clients
- Plan, manage, and execute client events

The Friends of Boerner Botanical Gardens – Milwaukee, WI
Manager, Marketing and Fund Development

- Create strong presence for FBBG locally through social and online media channels
- Developed Facebook page and press releases for distribution for events and fundraising initiatives. Construct weekly e-mail blasts to members
- Prepared 2013 marketing, development, and administrative budgets
- Developed a marketing and sales plan for organization's new product
- Supervise Administrative Coordinator in the submission of website updates, including event listings, sponsor listings, and promotions
- Serve as staff liaison on the Marketing Committee to execute and promote new memberships, sponsorships, and build local awareness

EDUCATION

University of Wisconsin-Madison – Madison, WI Bachelor of Science - Retailing and History, 2009



Ryan Quade – Creative Director, rquade@affirmagency.com

As Creative Director at AFFIRM, Ryan brings **over a decade of experience** in developing compelling, results-driven creative solutions for **public sector clients.** Since joining AFFIRM in **2013**, he has led **branding, advertising, and digital media campaigns** for clients including MTA/Long Island Rail Road, Central Indiana Regional Transportation Authority, Wisconsin Department of Health Services 988 Suicide and Crisis Lifeline campaign, and Wisconsin Department of Transportation. **He was also one of the lead designers on the City of Milwaukee RECYCLE FOR GOOD campaign.**

Ryan is highly **conceptual and strategy-driven,** always pushing creative boundaries to find **fresh, engaging ways** to communicate key transit messages. His leadership ensures that all **print, digital, outdoor, and video** materials align with **the City of Joplin's marketing goals and resonate with target audiences.**

For the City of Joplin, Ryan will oversee **creative development, execution, and project management** across all deliverables, ensuring a **consistent, high-quality visual identity** that strengthens public awareness and engagement.

YEARS OF RELATED EXPERIENCE: 17

ADDITIONAL

- Expert in software programs including Adobe Creative Suite (InDesign, Illustrator, Photoshop, Premiere Pro, Acrobat Professional, Dreamweaver) and Microsoft Office
- Extensive experience creating visual language and design systems across various media
- Able to direct and lead designers, developers, illustrators, copywriters, and photo/video shoots
- Communication + Inspiration: Confident and articulate verbal communication skills presenting to clients, pitching for new business and leadership of small teams
- Generates enthusiasm in others with a positive attitude and sense of humor

WORK HISTORY

AFFIRM – Pewaukee, WI

Creative Director/Art Director/Senior Designer

- Having worked in agency, freelance, and in-house settings, Ryan has had the opportunity to hone his skills in all forms of design for a myriad of companies and industries. Ryan thrives in a fast-paced creative environment where he can be part of a team that values the creative process and can be efficient in producing great work fast.
- Worked his way up through a variety of creative positions during his career, aiding him in team building, communication, and problem-solving.
- Extensive experience in creating visual language and design systems across various digital and print media. Able to direct and lead designers, motion designers, developers, illustrators, copywriters, photographers, and videographers
- Confident and articulate verbal communication skills in presenting to clients, pitching for new business and the leadership of small teams. Generates enthusiasm in others with optimism, a positive attitude, and sense of humor.

Ideas that Evoke - Madison, WI

Art Director

- Managed a creative team of 4 designers, 3 photographers, and 2 videographers.
- Lead creative strategy, direction, and oversight of large- and small-scale print, digital, and social campaigns.

Ryan Quade Creative – Madison, WI

Freelance Designer

- One man design shop specializing in branding, web, print, and interactive design for small and large businesses.

Creative Circle – Chicago, IL

Art Director + Designer

- On-site and off-site freelancer for variety of businesses and projects in Milwaukee and Bay Area markets

Tascet – Madison, WI

Senior Designer, Junior Designer

- Collaborated directly with creative director, design team, account managers, and clients to develop eye-catching, strategic work across all forms of design. Directs/and or executes all phases of creative work from concept through production.

EDUCATION

UW Stevens Point – Stevens Point, WI - BFA Graphic Design & Advertising, Minor in Business Administration



Katie Kadlcek – Associate Media Director, kkadlcek@affirmagency.com

Katie is an accomplished media professional with more than **20 years of strategic media planning and buying experience** for public sector clients nationwide, including in the markets for St. Louis, Columbia/Jefferson City, Springfield, and Kansas City, MO. Her deep expertise spans the **agency, client, and corporate sectors**, giving her valuable insight into complex media landscapes.

As AFFIRM's **Associate Media Director**, Katie has successfully developed and executed strategic media campaigns for multiple behavior change clients, employing rigorous research and leveraging strong partnerships with local and statewide media vendors. Her collaborative, results-driven approach ensures campaigns are both impactful and cost-effective, consistently achieving measurable outcomes for her clients.

For the City of Joplin, Katie will use her extensive background and industry relationships to create targeted, effective media plans, securing the most advantageous placements to **drive awareness, increase program involvement, and maximize collection rates** for the campaign.

YEARS OF RELATED EXPERIENCE: 22

ADDITIONAL

- Media professional with experience in local media plan development and placement for franchisees in a large retail franchise system.
- Experienced in the planning and implementation of all media tactics including broadcast/streaming TV and radio, print, out of home, and digital advertising.
- Planned and placed the local media for over 200 franchise locations in 48 states across the United States.
- Ability to build and maintain strong relationships with clients, co-workers, and third-party vendors.
- Proficient in media buying and media research software including MediaForce.
- Created brand standards and educational materials, enhancing client understanding of marketing and media practices.
- Experienced in coordinating national trade shows, overseeing logistics, preparation, and follow-up for key events.
- Collaborated on writing and production of radio and TV commercials.

WORK HISTORY

AFFIRM – Pewaukee, WI

Associate Media Director

- Develops strong media plans and oversees all media schedules to guarantee campaigns are executed as planned and budgets are fully utilized.
- Reviews and validates media invoices for all client campaigns and resolves any billing inconsistencies or discrepancies.
- Manages media vendor relationships.
- Collaborates with in-house creative and client-facing teams to create media recommendations that will fulfill client campaign goals and guarantee all campaign milestones are achieved on time.

Kohl's Department Stores – Menomonee Falls, WI

Media Strategy Lead

- Designed media plans, determining channel mix, flighting, tactical recommendations, and investment allocation to maximize campaign impact.
- Managed media milestones and led the development of quarterly and annual media strategies aligned with business goals and marketing objectives.
- Analyzed campaign performance and implemented refinements to enhance impact and ROI.
- Partnered with internal teams to track and optimize media investments using MMM data and other analytics.
- Collaborated with finance and channel partners to ensure budget accuracy and efficiency.
- Created performance recaps and reports, providing actionable insights to improve media efficiency and ROI.

Batteries Plus Bulbs, LLC – Hartland, WI

Media Manager / Media Planner Buyer / Marketing Manager / Marketing Specialist / Project Leader

- Research and understand client objectives and target demographics to develop strong media plans with strategic media tactics for new and existing franchisees.
- Directed a team of media professionals, overseeing workload, performance, and professional development.
- Collaborated with franchise owners and corporate teams (franchise development, store operations, event planning, creative, digital, and commercial sales) to design custom media plans tailored to business needs.
- Conducted market research and analysis to develop marketing strategies for new franchise locations.
- Developed comprehensive annual media plans and executed buys across all media tactics.
- Partnered with digital media, brand marketing, and creative to ensure media campaign deliverables were executed and trafficked correctly and on time.
- Negotiated vendor contracts, maintained media budgets, and ensured alignment with franchise objectives.
- Delivered campaign performance reports, securing added value and ensuring optimal media delivery.
- Managed vendor relationships, sourced new vendors, and worked to improve performance
- Scheduled make goods, negotiated under delivery and audited invoices for adherence to the buy guidelines.
- Conducted annual franchise survey to gain insight and understanding of how to improve media services.

EDUCATION

University of Phoenix – Brookfield, WI – Master of Arts in Organizational Management (MAOM)
Carroll University – Waukesha, WI - Bachelor of Science in Business – Marketing & Communication

ADDITIONAL

Proficient in: Microsoft Office Suite (Word, Excel, Power Point), Google Suite (Docs, Sheets, Slides), Asana, Strata, MediaForce Buying Software

- Collaborated on writing and production of radio and TV commercials
- Proficient in Microsoft Office Suite (Word, Excel, Power Point), Google Suite (Docs, Sheets, Slides), Asana, Strata, MediaForce Buying Software



Mark Skowron – Senior Digital Designer & Website Development,
mskowron@affirmagency.com

Mark brings specialized **digital expertise and technical proficiency** as AFFIRM's **front-end web developer and digital strategist.** He is responsible for creating and managing high-performing websites, implementing digital marketing programs, managing client email campaigns, and optimizing database systems.

Mark's recent projects include successful web design, development, and maintenance for high-profile clients such as the **Southwest Ohio Regional Transit Authority, Long Island Commission for Aquifer Protection, Wisconsin Department of Transportation, Long Island Rail Road, and Wisconsin Department of Health Services.**

For the City of Joplin, Mark will leverage his deep understanding of digital trends and technical skills to **design, program, and maintain effective, user-friendly digital platforms** and campaigns, ensuring optimal audience engagement and seamless online interactions aligned with Joplin's strategic objectives.

YEARS OF RELATED EXPERIENCE: 19

RELEVANT SKILLS

- Technical web development skills include HTML5, CSS3, PHP, JQuery, WordPress, App Design, Responsive Design, Bootstrap, Foundation, GIT, SVN, Visual Studio
- Extensive experience with design software applications including Photoshop, Illustrator, InDesign, Dreamweaver, Flash, Acrobat, and Animate
- Excellent written and verbal communications skills

WORK HISTORY

AFFIRM – Pewaukee, WI
Senior Digital Designer

- Design and develop all agency digital projects from websites to online advertisements and more
- Work with clients directly to understand their needs and perform research for successful digital projects
- Maintain and troubleshoot all client websites

Liturgical Publications. – New Berlin, WI
Senior Web Designer

- Led design team responsible for designing and developing large-scale client-facing web applications
- Developed UI/UX patterns and guidelines for all software
- Worked in HTML/CSS/JS/PHP to develop all front-end code for each application
- Worked with Agile-based development methodologies to manage regular code deployment and updates

Avicom Marketing – Waukesha, WI
Associate Web Designer / Graphic Designer

- Produced large-scale catalogs and other print items
- Provided design and development for client websites

EDUCATION

Waukesha County Technical College – Pewaukee, WI
AAS, Graphic Design, 2006
Continued education, Web Design and Development 2007-2009



Matt Froelich – Social Media Manager, mfroelich@affirmagency.com

Matt brings extensive expertise in **social media management, strategy development, and performance optimization**, helping transportation clients significantly expand their audience reach and engagement. At AFFIRM, Matt successfully develops and implements **paid social media advertising campaigns** that achieve measurable results, notably for behavior change clients including the **Wisconsin Department of Health Services, Southwest Ohio Regional Transit Authority, Dane County Regional Airport, and CommuteWise.**

His skillset includes **strategic campaign planning, content calendar creation, targeted paid media placements**, **and detailed analytics reporting** to continuously improve performance. Matt's ability to align social media strategies with client goals and effectively leverage platforms ensures robust audience growth and increased public awareness.

For the City of Joplin, Matt will apply his proven approach to **create impactful social media programs**, driving engagement, awareness, and positive community interaction across multiple digital platforms.

YEARS OF RELATED EXPERIENCE: 7

WORK HISTORY

AFFIRM Agency - Pewaukee, WI
Copywriter & Social Media Manager

- Writes social media, blog, website, and email copy for public and private sector clients including but not limited to Dane County Regional Airport, American Bolt, Borth Wilson, etc.
- Develops paid and organic social media strategies for clients by analyzing client challenges and desired goals/outcomes.
- Manages agency social media including Facebook, Instagram, LinkedIn, and TikTok.

MCFI - Milwaukee, WI
Communications & Design Coordinator

- Developed and presented comprehensive training resources for First Person Care Consultants IRIS case managers including detailed manuals, work instructions, workflow illustrations, and tip sheets.
- Created video content and informational flyers for use at networking events and transition for disabled adults.

BVK - Milwaukee, WI
Assistant Account Executive (PR & Social Media)

- Assisted with media relations for clients like James Hardie Building Products and Briggs & Stratton to earn coverage in high-reach publications including Builder Online, Buzzfeed, This Old House, etc.
- Worked with account leads and creative department to develop social media content calendars for a diverse portfolio of clients (i.e. Wyoming Office of Tourism, Moffitt Cancer Research Center, University of Louisville).
- Evaluated and reported on monthly performance of social media content and success of media relations tactics.

EDUCATION
Marquette University – Milwaukee, WI Bachelor of Arts - Public Relations, Minor in Marketing

2. EXPERIENCE



UNIQUE QUALIFICATIONS

It would be difficult to find a full-service advertising agency in the Midwest with the depth of recycling education, outreach, and behavior change marketing expertise than AFFIRM brings to the table. For over 20 years, we have proudly provided similar services to the following organizations:

We understand what motivates people and how to engage them with advertising and marketing strategies that change the way they look at recycling. At AFFIRM, we are *perfectly* suited to provide the range of services, breadth of thinking, and collective skill to develop and execute marketing and promotions campaigns that will help the City of Joplin reach its public information, support, and recycling collection objectives. Other agencies may provide some of these areas, but as a marketing firm that can provide them all with a behavior change marketing focus, *with AFFIRM, the City of Joplin gets the best of everything.* That's what truly sets us apart.

RELATED EXPERIENCE

AFFIRM has an extensive portfolio of memorable marketing and promotions efforts on behalf of clients similar in type and scope to the requirements of this RFP. Please see the following condensed list of current and recent clients:

1. City of Milwaukee Department of Public Works– RECYCLE FOR GOOD Campaign to Increase Recycling, tasks included Branding, Market Research, Marketing Plan, Logo Development, Creative Design, Direct Mail Campaign, Advertising Services, Collateral and Materials Development, Website Services

2. Agency for Community Transit – St. Louis RideFinders TDM Program, *tasks include* Market Research, Marketing Plans, Digital Design, Media Planning & Placement, Social Media, Events

3. Wisconsin Department of Health Services, Madison, WI – 988 Suicide & Crisis Lifeline Campaign – Marketing Planning, Media Buying, Video & Audio Production, Market Research, Brand Management, Graphic Design, Social Media Planning, Website Services, Public Relations, Event Planning

4. Wisconsin Department of Justice, Madison, WI - DOSE OF REALITY Opioid Abuse Prevention Campaign – Marketing & Advertising, Media Buying, Video & Audio Production, Market Research, Brand Management, Graphic Design, Social Media Planning, Website Services, Public Relations, Event Planning

5. Suffolk County STOP-DWI – Drunk Driving Enforcement Marketing, tasks include Media Buying, Digital and Graphic Design, Strategic Marketing Planning, Website Design, Mobile App Monitoring

6. Suffolk County Water Authority – LICAP Drinking Water Conservation Campaign, tasks include Media Buying, Digital and Graphic Design, Strategic Marketing Planning, Branding, Website Design

In addition to the examples given throughout this proposal, additional relevant work samples are available for review at: https://affirmagency.com/work/

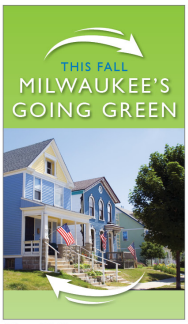
SIMILAR MARKETING AND PROMOTIONS SERVICES FOR BEHAVIOR CHANGE CLIENTS

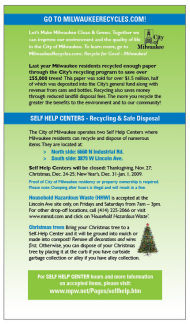
AFFIRM has more than 20 years of experience producing and implementing effective behavior change campaigns, including those targeting diverse audiences. Please see the following case studies representing some of this relevant experience for this RFP.

RECYCLE FOR GOOD! – Target City of Milwaukee households, including Milwaukee's African American and Hispanic populations, encouraging them to change their behavior in order to increase recycling.



Branding





Direct Mail

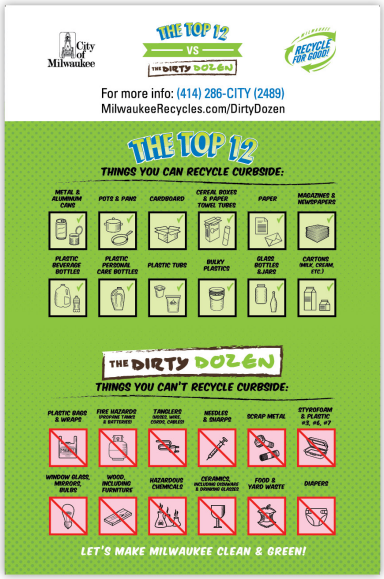


Print Ad



Vehicle Graphics



Magnet



Tabletop Display



Education Center Display Graphics









Online Ads

City of Milwaukee Department of Public Works – RECYCLE FOR GOOD Campaign to Increase Recycling

Client: City of Milwaukee Department of Public Works
Project: RECYCLE FOR GOOD Campaign to Increase Recycling
Time Period: 2007 - 2017
Contact: Rick Meyers, Sanitation Services Manager
Address: 841 North Broadway, Room 501, Milwaukee, WI 53202
Phone Number: 414-286-2332
Email: rick.meyers@milwaukee.gov

1) PLANNING, DESIGN AND DEVELOPMENT OF A CREATIVE RECYCLING EDUCATION AND OUTREACH CAMPAIGN:

To increase recycling among single family to four-unit households within a defined Special Emphasis Area that includes Milwaukee's inner city and near south side, as well as to increase citywide awareness of recyclable items and the City's single-stream recycling program, the City issued an RFP for a comprehensive three-year recycling education and outreach campaign.

In a competitive bidding process, AFFIRM was awarded the contract after submitting a comprehensive grass roots marketing plan that included upfront focus group research to **discover the barriers that exist when it comes to getting people to recycle.**

RESEARCH

AFFIRM conducted **extensive research** prior to commencing the RECYCLE FOR GOOD campaign, including conducting focus groups of city recyclers and a follow-up phone survey to verify results. Utilizing a discussion guide developed by the AFFIRM team and approved by the City of Milwaukee Department of Public Works, the **agency conducted five focus groups to gather information and get resident feedback on the reasons why they do or do not recycle, problems they incur with recycling, assess message influencers and identify messages that resonate with low, medium and high recyclers.**

Among the key recycling research findings and major themes were the following:

- Low recyclers, though they tend not to recycle newspapers, plastics and other items, are more likely than medium to high recyclers to recycle aluminum cans and materials where they can collect immediate cash incentives. **To that end, low recyclers appear to be more motivated by "what's in it for me?"**
- Medium to high recyclers don't usually recycle for cash incentives but are more interested in the broader picture—**the environment, concern for neighborhood cleanliness and "doing the right thing."**
- **All recyclers appear to need more information about what is recyclable**. Most recyclers indicated tthey would like information about the bigger picture, i.e., what happens if they don't recycle (the impact)?
- There was a subtle difference with City of Milwaukee participants outside the defined Special Emphasis Area (OSEA) and inside the Special Emphasis Area (SEA) in that **African-American and Hispanic residents inside the SEA tended to recycle aluminum cans (for cash incentives) and OSEA participants tended not to,** or if they did, they did so for a neighbor or the "can man" that comes through their neighborhood. For example, when asked, medium to high recyclers (OSEA) indicated no one took aluminum cans to scrap yards for cash.
- **Medium to high recyclers are more likely to be influenced by neighbors than low recyclers**. Most medium to high recyclers notice that their neighbors recycle and indicated their neighbors would notice if they stopped recycling.
- Some low, medium and high recyclers indicated that they **could be influenced by people such as city officials and family members to recycle more.**
- There appears to be dissatisfaction about recycling pick-up service throughout the City of Milwaukee, however, this appears even more so among residents using the 95-gallon carts. They are unsure of their pick-up dates. **Recyclers who used the 95-gallon cart indicated they would probably recycle more if they knew when the items would be picked up**.
- Almost every group indicated that some type of "reward" or "incentive" would be a good way to get residents to recycle more. In addition, **they also indicated that an advertising campaign or marketing initiative would be helpful with increasing recycling levels because it would keep the issue top-of-mind. Residents also indicated that community-wide, or neighborhood specific campaigns might be helpful.**

2) HOW THE RECYCLING FOR GOOD CAMPAIGN MET THE CHALLENGE OF DEVELOPING AN EFFECTIVE RECYCLING EDUCATION AND OUTREACH EFFORT DESIGNED TO MODIFY BEHAVIOR

Utilizing the findings of the research, we developed a campaign theme and brandmark, RECYCLE FOR GOOD! that encompassed a great call-to-action as well as resonated with audiences that see recycling as doing their part to improve the environment in the city.

We then put together a marketing plan that included such innovative approaches as branded display wraps for City recycling trucks, targeted direct mail to city residents featuring a refrigerator magnet showing what items can and can't be recycled, targeted neighborhood outreach campaigns (pledges) and a web site dedicated to the campaign, MilwaukeeRecycles.com

3) HOW RECYCLE FOR GOOD REACHED TARGET AUDIENCES

As part of the RECYCLE FOR GOOD! campaign, AFFIRM executed a detailed media schedule that included radio stations, print publications, and geo-targeted online ads with high penetration within the City of Milwaukee since that was the audience we were most interested in reaching, including the use of African American and Hispanic targeted media.

4) DELIVERABLES AND RESOURCES AFFIRM PRODUCED AND PROVIDED FOR RECYCLE FOR GOOD:

- Television Commercials (English)
- Radio Commercials (English, Spanish, Urban Audience)
- Print Ads
- MilwaukeeRecycles.com Campaign Web Site
- On-line Ads
- Print Collateral
- Public Relations and Event Planning
- Marketing Outreach to Hard-to-Reach Populations
- Premium giveaway items such as refrigerator magnets

5) RECYCLE FOR GOOD CAMPAIGN EFFECTIVENESS

RECYCLE FOR GOOD Campaign to Increase Recycling in the City of Milwaukee Results and Achievements:

- In the third year of the campaign, citywide the Department of Public Works collected 22,837 tons of residential recyclables, **an increase of 2.5% over the previous year or 3.5% on a pounds per household basis**. This was the second consecutive annual increase in household recyclables, a feat previously not accomplished in Milwaukee in more than 10 years. **Strong educational efforts** and program improvements have gone hand in hand to produce results.
- Higher recovery of recyclables & improved customer satisfaction continues to be led by the seasonally offered **guaranteed schedule and increased collection frequency**.
- **Recycled tons from this period were 6.3% higher and over 10% higher on a pounds per household basis** versus the same months two years earlier when collections were unscheduled and occurred roughly once per month.
- Pickup day inquiries and complaints of missed collections decreased by 96% and 40%, respectively, versus the same months two years earlier.
- Two years into the initial planned three-year campaign, residents' participation in the household recycling program **avoided approximately $839,000 in landfill disposal costs** and **earned over $1.8 million in revenue** from the sale of recyclables. Overall, the City of Milwaukee realized a savings of $71 per ton of materials recycled instead of sent to a landfill, nearly double the savings from the year prior to the campaign of $38 per ton.

- Conversion to a single stream, or Single-Sort, collection system was achieved in the fall of the third campaign year. **An extensive multimedia education campaign was launched to educate residents on the new Single-Sort program** and additional materials accepted for recycling.
- City of Milwaukee's RECYCLE FOR GOOD recycling education and outreach efforts received statewide recognition when **DPW was awarded by the Associated Recyclers of Wisconsin (AROW) for "Outstanding Achievement in Education"**. This award is presented to a group or individual that has excelled in environmental education, specifically related to solid waste and recycling.
- Recycled pounds per household **increased by 30%** in a targeted inner-city area, meeting a *Recycle For Good* campaign goal

According to Rick Meyers, City of Milwaukee Sanitation Services Manager, "We see the increase in all other recyclable materials as indicative of greater awareness and increased participation overall. **For that we can give credit to our *Recycle for Good* campaign.** If you consider newspaper an outlier because of what is happening to that industry, and instead just measure the tonnage from all other materials (8,959 tons versus 9,894 tons), the result was a 10.4% increase in the first full year of the campaign."

PLEASE NOTE: Rick Meyers, City of Milwaukee Sanitation Services Manager, has given AFFIRM permission to offer the RECYCLE FOR GOOD campaign as an OPTION to use for a turnkey effort for the City of Joplin – Joplin Regional Recycling Outreach Program campaign and is available as an agency reference at the phone number and email address given above.

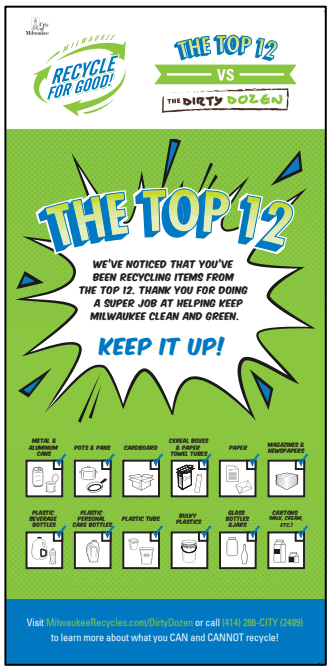
Taking advantage of this option could save the City of Joplin tens of thousands of dollars in creative fees that could then be put into messaging during the contract period, something that will be very useful in any media market.

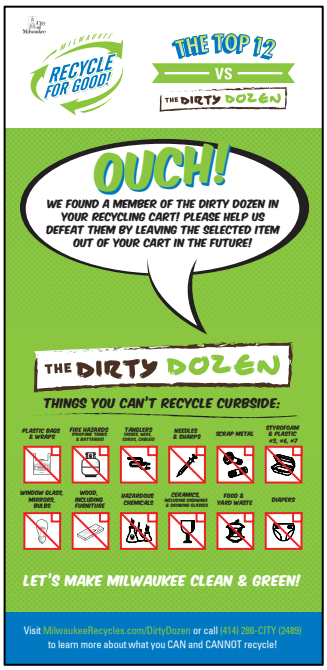
Please see the following select RECYCLE FOR GOOD creative elements designed and produced by AFFIRM that could be revised and refreshed for the City of Joplin recycling outreach campaign.

City of Milwaukee Recycling Truck Graphics



RECYCLE FOR GOOD *Dirty Dozen Recycling Cart Tags, created to communicate what items can and can't be put into the recycling stream. (shown at right)*





Southwest Ohio Regional Transit Authority, Metro – MetroNow!



Southwest Ohio Regional Transit Authority (SORTA/Metro) – MetroNow!

Client: Southwest Ohio Regional Transit Authority
Project: MetroNow!
Time Period: This campaign launched in 2023 and continues to expand in 2025. AFFIRM has been SORTA's Advertising Agency of Record since 2016.
Contact: Dave Etienne, Director, Marketing Communications
Address: 525 Vine St., Suite 500, Cincinnati, OH 45202
Phone Number: 513-632-7520
Email: detienne@go-metro.com

SERVICES PROVIDED

Marketing Planning · Brand Identity & Naming · Graphic & Vehicle Design · Copywriting · Media Planning & Placement · Digital Advertising · Broadcast Production · Social Media Content · Landing Page Development · PPC/Search Marketing

SITUATION

In 2022, Metro engaged AFFIRM to develop the branding and marketing campaign for its new **mobility-on-demand service,** launching in spring 2023. Building on the bold visual style it established in the REINVENTING METRO campaign, AFFIRM created a dynamic new identity and name for the service: **MetroNow!** – designed to signal a fresh, modern transit experience for Hamilton County residents.

MetroNow! launched first in two pilot zones (Northgate and Springdale). AFFIRM developed and executed a robust multi-channel campaign to support the launch, including outdoor advertising, digital display, social media, radio, direct mail, e-blasts, and print placements.

As the service gained momentum, AFFIRM refreshed the creative to maintain excitement and increase awareness. Paid search was introduced to the campaign strategy to help capture demand from curious residents and prospective riders.

To further enhance and localize the campaign, AFFIRM produced a new 30-second video featuring Cincinnati travel influencer **Maria Jacob (Maria the Wild)** and real MetroNow! riders, generating broad visibility and engagement across platforms.

With strong ridership growth and public interest, Metro launched a third service zone on **June 8, 2025**, with plans for a fourth later in the year.

RESULTS

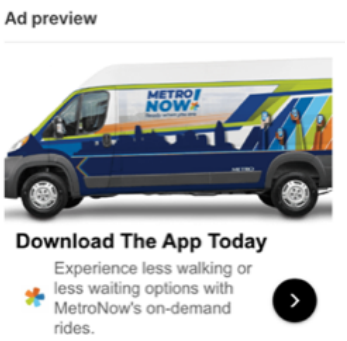
Since launching in 2023, **MetroNow! has provided 97,171 rides**, including **75,402 rides** i**n 2024 alone,** a clear indication of growing community adoption and service momentum. For a detailed breakdown of early performance and ridership trends, CLICK HERE to view the MetroNow! service launch report.

MetroNow! Paid Search Campaign

In summer 2024, Metro engaged AFFIRM to further expand awareness of MetroNow! through a **targeted Pay-Per-Click (PPC)** digital campaign focused on app promotion. AFFIRM designed and launched a high-performing PPC campaign that:

- Delivered **2.79 million impressions**
- Achieved an impressive **0.78% click-through rate (CTR)**
- Drove **71 mobile app downloads** (as of December 2024)

These results reflect strong ad relevance and user interest, helping Metro reach new prospective riders and expand adoption of its on-demand transit service.



Dane County Regional Airport – Upgrade Your Travel Experience



Year 1 Print

Year 1 Website

Holiday Outdoor

Spring Break Social

Spring Break-Digital Ads

Summer FIDS

Year 2 Print

Dane County Regional Airport – Upgrade Your Travel Experience

Client: Dane County Regional Airport (MSN)
Project: Upgrade Your Travel Experience Campaign
Time Period: 2012 – Current
Contact: Michael Riechers, Marketing & Communications Director
Address: 4000 International Lane, Madison, WI 53704
Phone Number: 608-661-6442
Email: riechers.michael@msnairport.com

OVERVIEW

Dane County Regional Airport (MSN) offers daily nonstop flights to more than 20 destinations from a clean, modern, and traveler-friendly terminal with abundant parking and upgraded amenities. In spring 2023, the airport unveiled its newly renovated South Terminal—part of a multi-million-dollar improvement project. However, proximity to larger airports in Milwaukee (80 miles) and Chicago (150 miles) creates the perception among some leisure travelers that better flight deals exist outside of Madison.

To address this challenge, AFFIRM was engaged to develop a compelling brand awareness campaign that would generate excitement around MSN's travel experience upgrades and motivate area residents to choose their local airport.

STRATEGY & EXECUTION

Following the award of our third consecutive five-year contract with MSN, AFFIRM developed and launched the **Upgrade Your Travel Experience** campaign in summer 2023. The campaign highlighted the convenience, value, and amenities of flying from MSN over regional alternatives, while celebrating the opening of the south terminal.

Tactics included:

- A dedicated campaign microsite with sweepstakes entry
- Digital display ads and paid social
- Online placements via channel3000.com
- Streaming audio and podcast ads
- Print, radio, and billboard creative
- Organic social media support
- Public relations and campus activations

The campaign was refreshed and expanded into spring 2024 to target University of Wisconsin students ahead of spring break travel, using display, social media, and on-campus signage.

RESULTS

Summer 2023 Launch:

- **9,737** total campaign website visits
- **6,166** unique sweepstakes entries
- **642,555 impressions and 1,114 clicks** from online display ads—double the ctr of the previous year
- **433,919** podcast/streaming impressions (over-delivered by 3,176)
- **46,492** reached organically through social

Spring 2024 UW Campaign:

- **3,959 student contest entries**
- **389,256** digital display impressions
- **377,041** paid social impressions and **6,188 clicks**

The campaign was recognized with a **Gold Addy Award** in the integrated media campaign category in 2023 and was cited as a key factor in **MSN surpassing its pre-pandemic all-time passenger count by Q4 2024**, an achievement that marked its full passenger recovery.

3. APPROACH STRATEGY



As a full-service agency with over 30 years of experience, AFFIRM has a proven track record of developing branding, marketing communications, outreach campaigns, and content production across a variety of media. Our award-winning campaigns for clients such as the City of Milwaukee and Wisconsin's Departments of Transportation, Corrections, Health Services, and Workforce Development demonstrate our expertise in creating integrated campaigns that educate, engage, and drive measurable results.

Our approach is anchored by our proprietary **SMART Process**, which guides every phase of development for successful advertising and outreach programs.



SMART is an acronym for the 5 phases of development that define successful advertising programs:

1. **Situation Analysis**
    - Immersion in the client's business to understand challenges, goals, and opportunities.
2. **Marketing Strategies and Tactics**
    - Development of a strategic plan outlining how the program will achieve its goals.
3. **Application & Execution**
    - Production and implementation of approved campaign elements.
4. **Review & Refine**
    - Ongoing performance analysis and campaign optimization.
5. **Total Success**
    - Comprehensive measurement and evaluation to ensure program goals are exceeded.

Since 2004, we've used our SMART process to develop strategic campaigns that break through and deliver results for public sector clients and others across all sectors including consumer, business-to-business, family-owned businesses, and Fortune 500 companies. We understand that, while every client has different goals and objectives, they're looking to engage audiences in creative ways that achieve measurable results.

SMART PROCESS APPLIED TO THE MMC SCOPE OF WORK

Please see the following topline showing how AFFIRM will accomplish the tasks listed in the Scope of Work section of the RFP, as well as additional ones deemed vital to the program's success, using its SMART process:

1. **SITUATION ANALYSIS** During this phase, the agency immerses itself in the client's marketing situation to start the process of developing a successful solution. This is usually completed within 3-4 weeks after the start of a project.

    SAMPLE TASK: Review Joplin Recycling Education and Outreach grant award and objectives. Review Burns and McDonnell findings on City recycling program. Discuss the community at large and brainstorm ways to enhance community engagement in the campaign.

- **MARKETING STRATEGIES AND TACTICS** The second phase of the SMART process is typically completed 4-5 weeks after completion of the Situation Analysis.

    SAMPLE TASK: Design and develop a marketing and media plan and timeline for the City of Joplin's recycling education and outreach multi-media marketing campaign to promote recycling, including marketing materials, PSA's, door-to-door education and outreach materials, social media graphics, digital outreach graphics, videos, and ad materials, an advertising campaign plan for materials on recycling

awareness, toolkit items for municipal and commercial recycling, pieces on the economic and environmental benefits of recycling, additional evidence based messaging strategies, and general timeline. The marketing plan will be prepared to address the marketing content to be developed and how the content will be deployed across physical and social media.

In this phase, all the research, analysis, and other findings from the Situation Analysis are incorporated into a marketing and media plan that details who will be the target of the initiative, what the new copy will say, how it will be disseminated to target audiences, and what will encompass the measurement and evaluation of the initiative's effectiveness. AFFIRM has developed comprehensive marketing, communication, and media plans for a variety of different client organizations around the country for more than 20 years. The agency will have no issue developing and submitting the new plan to the City of Joplin no later than 60 days after contract award, which matches up perfectly with the timing for the first two SMART process phases.

2. **APPLICATION & EXECUTION** During this phase, all elements of the approved campaign initiative are created, applied, and executed.

    - *SAMPLE TASK: Production of all creative copy, copywriting, and media placement utilizing our extensive graphic design/creative production/media capabilities. The design phase for the campaign brand and for major assets, including the website, will include opportunities for the City and its partners to provide feedback on multiple design drafts through an iterative process. The finalized brand and taglines will be integrated into multiple campaign assets including designs for social media posts, outreach materials, etc.*
    - *SAMPLE TASK: Development of high quality, economical production options for printing and marketing materials and items related to this contract.*
    - *SAMPLE TASK: Develop and retain local and regional media market knowledge and relationships, and full understanding of the community and target audiences, and coordinate, implement, and deploy all ad buys.*

AFFIRM's In-House Media Buying Team's Strategic Media Buying Process

a) **Audience Research & Segmentation**
We analyze available research, or conduct custom studies, to understand key audiences.

b) **Media Usage Mapping**
We align audience habits with channel usage patterns across dayparts and platforms.

c) **Channel Selection**
Traditional and digital media are evaluated objectively: TV, radio, streaming, display, social, out-of-home, search, email, direct mail, and more.

d) **Placement & Negotiation**
We maximize value through aggressive rate negotiation, premium placements, and **added value/PSA opportunities,** essential for public sector clients like the City of Joplin.

e) **Reporting & Optimization**
You'll receive standardized reports with budget tracking, reach/frequency data, and performance metrics. All media buys are continually monitored and optimized.

3. **REVIEW & REFINE** Once the initiative is launched, AFFIRM will work with the City to constantly review and refine the effort during this phase so that it's most effective in reaching target audiences and achieving campaign goals. This includes the following tasks:

- *SAMPLE TASK: Work collaboratively with the City of Joplin, other third-party contractors, and additional key stakeholders as necessary to extend the messages' reach and effectiveness, if appropriate.*
- *SAMPLE TASK: Provide, within three business days, written recaps of all meetings and calls listing overall discussion topics, agreed-upon deliverables, and timelines, if appropriate. AFFIRM will have no issue tracking and reporting marketing analytics to the City of Joplin on a quarterly basis following the launch and deployment. This will include analytics for the website and all social media platforms used and estimates of reach for physical ads.*

PROJECT MANAGEMENT

Detailed project management and collaborative client communications are a key part of our client review process in executing successful marketing and promotional efforts. Given the range of services required by the City of Joplin and our experience working on recycling outreach initiatives, AFFIRM will take a comprehensive and structured approach to your project management and communications:

1. **Defined Roles & Clear Communication Channels**
    - We establish clear **points of contact** between AFFIRM's **Account Team** and the City of Joplin's designated representatives to ensure streamlined communication and decision-making.
2. **Regular Status Meetings & Progress Updates**
    - Once the project timeline is confirmed, we schedule **standing meetings or conference calls** to discuss project direction, track progress, and address any challenges in real time.
3. **Comprehensive Project Workflow & Timeline Management**
    - We develop a **detailed project workflow document** outlining all **tasks, milestones, and deadlines** to keep the project on track and ensure deliverables meet expectations.
4. **Technology-Driven Task & File Management**
    - AFFIRM utilizes **secure online file-sharing platforms** such as **OneDrive** and project management tools like **Asana** to facilitate day-to-day collaboration, task assignments, and document access.
5. **Meeting Summaries & Action Plans**
    - Within **two business days** of any meeting, we provide **detailed conference reports** summarizing discussions, key decisions, next steps, and responsible parties to maintain alignment and accountability.

Additionally, AFFIRM employs a **budget-based project management system** and **agency management software** to **track costs, ensure adherence to deadlines, and optimize resource allocation.** This structured, transparent approach ensures that the City of Joplin's **marketing and promotion campaigns remain on schedule, on budget, and aligned with strategic objectives.**

4. **TOTAL SUCCESS** This is the crucial measurement and evaluation phase of the SMART process where AFFIRM will work with the City of Joplin to ensure that the campaign meets its established goals and objectives, including the following sample tasks:

    - *SAMPLE TASK: An analysis showing impressions, click-through rates, CPM/CPC, reach/frequency, web visits, or any other analytics that are available/appropriate to judge the effectiveness of the initiative. AFFIRM will have no issue tracking and reporting marketing analytics to the City of Joplin on a quarterly basis following the launch and deployment.*
    - *SAMPLE TASK: A recap report listing overall effectiveness of the initiative, challenges, lessons learned, and recommendations for future initiatives or campaigns in narrative format.*
    - *SAMPLE TASK: Copies of all creative materials created and placed in support of the initiative.*

- *SAMPLE TASK: Develop a transition plan for enduring web-based assets including the website and any social media profiles developed as part of the campaign.*

RESULTS MEASUREMENT

An important component of our services will be to help the City of Joplin staff measure and evaluate the success of their campaign initiative. For any campaign it implements, AFFIRM feels it's vital to evaluate and measure success in as many ways as possible. Although the Scope of Work doesn't specifically call out evaluation and measurement as required tasks, AFFIRM will be sure to provide the City of Joplin with the following metrics for campaign success:

1. Website Analytics: Analyze website traffic to the campaign website using Google Analytics to track metrics such as the number of visitors, unique visitors, page views, bounce rate, time spent on site, and conversion rates. These metrics provide insights into the overall performance of the campaign.

2. Conversion Tracking: Set up conversion tracking to measure specific actions taken by users, such as pledges, e-mail sign-ups, or downloads. Conversion tracking helps us evaluate the campaign's impact on your water conservation goals.

3. Click-Through Rate (CTR): CTR measures the percentage of people who clicked on our ads or a specific link. It helps gauge the effectiveness of your ad copy, call-to-action, and targeting. Higher CTR indicates better engagement.

4. Monthly Reporting: AFFIRM will provide detailed monthly reports showing all activities that are the result of the recycling education and outreach campaign and paid advertising. Cost Per Acquisition (CPA): CPA calculates the average cost required to acquire a customer or generate a conversion. It helps assess the efficiency of the campaign and identify cost-effective marketing channels.

5. Social Media Engagement: Monitor engagement metrics on campaign social media platforms, including likes, shares, comments, mentions, and followers. Higher engagement indicates an effective campaign that resonates with our target audiences.

The processes and procedures we will follow to ensure the City's budget is spent in the most effective, efficient, and sustainable way includes using our budget-based project management system, entering all deliverables and their corresponding budgets into our Workamajig agency project management software system, regular detailed monitoring and reporting of paid media schedules to insure delivery, and quality assurance in the form of reconciling all outside vendor invoices for media and production with their original estimates to insure no costs were exceeded and to attain any media make-goods due to pre-emptions or other issues.

Project Schedule

Based on our SMART process breakdown of tasks and our experience developing, planning, and producing similar campaigns in the past, AFFIRM will have no issue launching this campaign in 2025 as requested by the City of Joplin. **Please note that if the City of Joplin does not utilize the RECYCLE FOR GOOD turnkey campaign, an additional 6-8 weeks would be needed to plan and develop the new campaign**. Even if creative modifications are made to align better with the City of Joplin market while utilizing RECYCLE FOR GOOD, using this proven direction saves a significant amount of time, getting the effort launched and in-market almost two months sooner than developing an entirely new direction. Either way, AFFIRM's team is ready to assist the City of Joplin and its stakeholders bring awareness to this important initiative.

4. REFERENCES



The following references represent public sector clients for whom AFFIRM has executed campaigns similar in nature to the City of Joplin—specifically in behavior change marketing, public education, and community engagement.

1. City of Milwaukee Department of Public Works
Rick Meyers
Sanitation Services Manager
841 North Broadway
Room 501
Milwaukee, WI 53202
Phone: 414-286-2332
Email: rick.meyers@milwaukee.gov
AFFIRM worked with the City of Milwaukee on this campaign for 10 years before the City took it over themselves. The campaign is still in use 18 years after its initial development.

2. Southwest Ohio Regional Transit Authority (SORTA/Metro)
Dave Etienne
Director, Marketing Communications
525 Vine St.
Suite 500
Cincinnati, OH 45202
Phone: 513-632-7520
Email: detienne@go-metro.com
AFFIRM has been SORTA's Advertising Agency of Record since 2016.

3. Dane County Regional Airport (MSN)
Michael Riechers
Marketing & Communications Director
4000 International Lane
Madison, WI 53704
Phone: 608-661-6442
Email: riechers.michael@msnairport.com
AFFIRM has been MSN airports Marketing and Advertising Agency of Record since 2012.

5. COST PROPOSAL



AFFIRM understands that the City of Joplin has allocated a total of **$1,550,000** for the Recycling Outreach Marketing and Promotion Campaign to be implemented over a 20-month period. **This funding must cover all aspects of the project**, including strategy development, creative production, media planning and buying, stakeholder engagement, campaign implementation, and reporting to meet the EPA grant requirements.

AFFIRM follows a disciplined budget structure designed to maximize visibility, reach, and impact while ensuring full transparency and accountability. Our standard approach allocates approximately 70% of the total project budget toward media placements, with the remaining 30% reserved for agency services, creative development, and essential production costs. **Any unspent agency services or creative production dollars will be reallocated to additional media spend once the campaign is launched.** This model has consistently delivered results-driven campaigns that meet or exceed client objectives and perform well under public sector and EPA grant audit standards.

Proposed Budget Allocation Breakdown

Category	Estimated Budget	% of Total
Media Planning & Placements: TV, radio, OOH, digital, etc.	$1,085,000	70%
Agency Services: Marketing Strategy, Project Management & Reporting	$125,000	8%
Creative Development & Production	$250,000	16%
Printing & Distribution	$75,000	5%
Contingency/Reserve	$15,000	1%
TOTAL	**$1,550,000**	**100%**

Media Budget Breakdown by Tactic

To ensure effective public engagement across the Joplin region, AFFIRM recommends the following allocation of the $1,085,000 media budget across a **strategic mix of traditional and digital platforms**:

Media Tactic	Budget	Rationale
Television (Broadcast + OTT)	$500,000	**Highest reach medium**; combines local broadcast with streaming for precise targeting.
Radio (Broadcast + Streaming)	$210,000	**Cost-effective for building frequency** and market saturation across audio platforms.
Billboards / Out-of-Home	$135,000	High-impact presence in **traffic corridors and disadvantaged neighborhoods**.
Digital Advertising (Online display, Pre-roll video, YouTube, etc.)	$115,000	Targeting could include behavioral, demographic, retargeting along with hyperlocal targeting, which **allows us to target specific areas down to the zip code level** to support campaign recall and tracking.
Paid Social Media	$50,000	**Targeted engagement on social platforms** could include advertising on Facebook, Instagram, etc., with optimized CTA delivery.
Newspaper / Community Print	$25,000	**Reaches older, print-reliant audiences**; could include community papers, inserts or direct mail.
Contingency / Bonus Placements	$50,000	**Reserve for mid-campaign adjustments** or high-performing tactics.

Transparency and Cost Control

AFFIRM uses a budget-based project management system and Workamajig agency management software to track all project expenditures in real time. **We will provide fully documented reports** of all media placements, creative development, vendor production costs, and campaign metrics in the formats required for EPA grant compliance.

AFFIRM is committed to community sustainability by partnering with local vendors whenever feasible, ensuring project spending supports the regional economy while enhancing efficiency. Joplin, Missouri, ranked 151st among U.S. television markets, offers a valuable mix of regional reach and targeted advertising opportunities, supported by a robust local media budget and reliable broadcast infrastructure. In addition, **our team will actively negotiate added value media placements on top of our paid schedules to increase campaign reach and frequency at no charge.** All media buys will be reconciled monthly and be monitored to ensure delivery and negotiate makegoods when needed to ensure full value for every media dollar spent.

Flexible Campaign Approach: Maximizing Reach with Proven Creative

Should the City of Joplin choose to implement AFFIRM's RECYCLE FOR GOOD campaign - a proven, license-free recycling outreach program developed in partnership with the City of Milwaukee - **the project could realize an estimated $75,000 to $100,000 in creative development and production savings.** These savings could be reallocated to the media budget to amplify campaign visibility and duration. For example:

- **An extra 3–4 weeks of television & OTT/CTV** placements during a key campaign window
- **An additional 3–5 million digital impressions** via display, streaming, and social platforms
- **A significant billboard expansion** across regional corridors or saturation of underrepresented areas

This turnkey option allows the City to bypass time-consuming and costly concept development, instead directing more resources into direct public engagement and media penetration. AFFIRM will work closely with City staff and Burns & McDonnell to adapt the RECYCLE FOR GOOD assets for Joplin audiences, ensuring full alignment with the outreach strategy, local priorities, and performance benchmarks.

If the City elects not to use the turnkey campaign, **AFFIRM is fully prepared to develop a fresh, custom campaign for the Joplin market** with adequate creative budget reserved in this plan to support that effort. Either way, AFFIRM is committed to maximizing impact and delivering measurable results.

Concluding Remarks

AFFIRM is proud to submit this proposal for the Marketing and Promotions Development for the Joplin Regional Recycling Outreach Program, a Grant Award Project of the Environmental Protection Agency. **With 20+ years of experience developing impactful behavior change campaigns**, we bring the expertise, creativity, and dedication needed to exceed your expectations. Our proven track record includes award-winning initiatives for public-sector clients such as the City of Milwaukee Department of Public Works, Southwest Ohio Regional Transit Authority, St. Louis RideFinders, Central Indiana Regional Transportation Authority, and Dane County Regional Airport.

What sets AFFIRM apart is our ability to deliver cost-effective solutions without compromising quality or results. A key differentiator we offer is **license-free access to the successful RECYCLE FOR GOOD campaign**; developed for and proven effective by the City of Milwaukee Department of Public Works, **which has granted us permission to offer the campaign to Joplin and extends its best wishes for the success of your recycling outreach efforts**. By leveraging these ready-to-deploy assets, the City of Joplin can significantly reduce creative development costs, enabling a greater share of the budget to be invested in media placements that maximize reach and impact. However, **we stand ready to use our proven recycling marketing success to develop an all-new marketing and promotions effort** for the City should that be the chosen direction. Thank you for the opportunity to submit this proposal. We are excited about the potential to partner with the City of Joplin on this important initiative and look forward to bringing our expertise, creativity, and proven tools to help ensure the success of your recycling education and outreach campaign.

6. REQUIRED FORMS



THE CITY OF JOPLIN

REQUEST FOR PROPOSAL SUBMISSION

#2025-RFP-xx

Company Staples Marketing, LLC d/b/a AFFIRM Agency

Address N28W23050 Roundy Drive, Suite 100, Pewaukee, WI 53072

Contact Person Daniel Mager, Principal - President

Telephone Number (262) 650-9900 (office) or (608) 212-7840 (mobile)

Email dmager@affirmagency.com

NOTE TO RESPONDENTS: SUBMIT ENTIRE SECTION WITH RESPONSE. THIS EXECUTION OF OFFER MUST BE COMPLETED, SIGNED, AND RETURNED WITH THE RESPONDENT'S QUALIFICATIONS. FAILURE TO COMPLETE, SIGN AND RETURN THIS EXECUTION OF OFFER WITH THE QUALIFICATIONS MAY RESULT IN REJECTION OF THE QUALIFICATIONS.

SIGNING A FALSE STATEMENT MAY VOID THE SUBMITTED QUALIFICATIONS OR ANY AGREEMENTS OR OTHER CONTRACTUAL ARRANGEMENTS, WHICH MAY RESULT FROM THE SUBMISSION OF RESPONDENT'S QUALIFICATIONS, AND THE RESPONDENT MAY BE REMOVED FROM ALL PROPOSER LISTS. A FALSE CERTIFICATION SHALL BE DEEMED A MATERIAL BREACH OF CONTRACT AND, AT THE JRC'S OPTION, MAY RESULT IN TERMINATION OF ANY RESULTING CONTRACT.

By signature hereon, Respondent acknowledges and agrees that (1) this RFP is a solicitation for Interest and is not a contract or an offer to contract; (2) the submission of Responses by Respondent in response to this RFP will not create a contract between the City and Respondent; (3) Neither the City or the Committee, or any of their representatives, have made a representation or warranty, written or oral, that one or more contracts with the City will be awarded under this RFP; and (4) Respondent shall bear, as its sole risk and responsibility, any cost which arises from Respondent's preparation of a response to this RFP.

By signature hereon, Respondent offers and agrees to furnish to the City all of the products and/or services more particularly described in its Responses, and to comply with all terms, conditions and requirements set forth in the RFP documents and contained herein.

By signature hereon, Respondent affirms that they have not given, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant, elected officials, leadership or staff of the City or partner organizations in connection with the submitted Responses.

By signature hereon, the Respondent hereby certifies that neither the Respondent nor the firm, corporation, partnership or Developer represented by the Respondent, or anyone acting for such firm, corporation, or institution has violated the antitrust laws of this state, or the Federal antitrust laws, nor communicated directly or indirectly the Responses made to any

competitor or any other person engaged in such line of business.

By signature hereon, Respondent represents and warrants that:

Respondent is a reputable company regularly engaged in providing products and/or services necessary to meet the terms, conditions and requirements of the RFP;

Respondent has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the terms, conditions and requirements of the RFP;

By signature hereon, Respondent certifies that the individual signing this document and the documents made part of the RFP is authorized to sign such documents on behalf of the company and to bind the company under any agreements or other contractual arrangements, which may result from the submission of the Response.

By signature hereon, Respondent affirms that no compensation has been received for participation in the preparation of the specifications for this RFP.

By signature hereon, Respondent affirms that it has not violated any of the noted No-Lobbying provisions or specification contained in this RFP.

By signature hereon, Respondent agrees to defend, indemnify, and hold harmless the City and the Committee, all of their officers, agents and employees from and against all claims, actions, suits, demands, proceedings, costs, damages, and liabilities, arising out of, connected with, or resulting from any acts or omissions of Respondent or any agent, employee, subcontractor, or supplier of Respondent in the execution or performance of any agreements or other contractual arrangements which may result from the submission of these Responses.

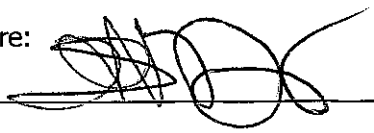
Submitted and certified this 9th day of July, 2025.

BY:

Signature Date: 07/09/2025

Name (Printed): Daniel Mager

Title: Principal - President, AFFIRM Agency

Signature: 

Certification Regarding Lobbying

The undersigned (Contractor) certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

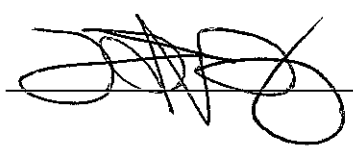
(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form—LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions (as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L 104-65, to be codified at 2 U.S.C. 1601, et seq.)

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and nor more than $100,000 for each such failure.

Note: Pursuant to 31 U.S.C. 1352©(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or emend a required certification or disclosure form shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such expenditure or failure.

The Contractor, Staples Marketing, LLC d/b/a AFFIRM Agency, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Daniel Mager, Principal - President, AFFIRM Name and Title of Authorized Official

Date 07/09/2025

AGREEMENT EXAMPLE
FOR MARKETING AND PROMOTION SERVICES

THIS AGREEMENT is made and entered into this _____ day of July, 2025, by and between the City of Joplin, Missouri, a Missouri Municipal Corporation, hereinafter referred to as "City," and _____, a Missouri Corporation, hereinafter referred to as "Consultant," and with City and Consultant being referred to collectively as "the Parties."

WITNESSETH:

WHEREAS, City desires to retain professional Marketing and Promotions Development for Joplin Regional Recycling Outreach Program for a marketing and design firm to take these concepts and develop a complete marketing campaign to include a variety of print, digital, and video marketing assets/materials/deliverables. The marketing firm shall also conduct media planning and buying on behalf of the City, as described in City's Request for Proposal, 2025-RFP-20 attached hereto and incorporated by reference as Exhibit A; and

WHEREAS, Consultant desires to provide professional services pursuant to the terms of this agreement, as described in Consultant's Response to City's Request for Proposal, attached hereto and incorporated by reference as Exhibit B; and

WHEREAS, City has selected Consultant as the lowest and best bidder based on full consideration of all factors, preferences, and conditions deemed applicable by City.

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

1. Scope of Work and Payment.

a. City agrees to engage Consultant for performance, and Consultant agrees to perform the services described in Exhibits A and B within the time specified therein. Specifically, Consultant shall serve as professional graphics and designer services provider for up to a 20 months period.

b. The services of Consultant shall commence only as authorized in writing by City and shall be undertaken and completed as promised by Consultant as described in Exhibits A and B.

AGREEMENT
FOR DESIGN AND DEVELOPMENT SERVICES

THIS AGREEMENT is made and entered into this _____ day of September, 2025, by and between the City of Joplin, Missouri, a Missouri Municipal Corporation, hereinafter referred to as "City," and Affirm Agency, a Missouri Corporation, hereinafter referred to as "Consultant," and with City and Consultant being referred to collectively as "the Parties."

WITNESSETH:

WHEREAS, City desires to retain professional Marketing and Promotions Development for Joplin Regional Recycling Outreach Program for a marketing and design firm to take these concepts and develop a complete marketing campaign to include a variety of print, digital, and video marketing assets/materials/deliverables. The marketing firm shall also conduct media planning and buying on behalf of the City, as described in City's Request for Proposal, 2025-RFP-20 and associated plan materials attached hereto and incorporated by reference as Exhibit A; and

WHEREAS, Consultant desires to provide professional services pursuant to the terms of this agreement, as described in Consultant's Response to City's Request for Proposal, attached hereto and incorporated by reference as Exhibit B; and

WHEREAS, City has selected Consultant as the lowest and best bidder based on full consideration of all factors, preferences, and conditions deemed applicable by City, with review and consent of the granting agency, the Environmental Protection Agency.

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

1. Scope of Work and Payment.

a. City agrees to engage Consultant for performance, and Consultant agrees to perform the services described in Exhibits A and B within the time specified therein. Specifically, Consultant shall provide as professional marketing, design, and development services, to include media placement, for a period of 17 months period, or the end of the granting billing period of February 2027.

b. The services of Consultant shall commence only as authorized in writing by City and shall be undertaken and completed as promised by Consultant as described in Exhibits A and B.

c. City agrees to pay Consultant in accordance with the services set forth in Exhibits A and B for work authorized by City upon presentation of proper monthly invoice and inspection by City of work completed by Consultant. Specifically, City agrees to pay Consultant a not-to-exceed amount of $125,000 (One-Hundred and Twenty-Five Thousand and 00/100 Dollars) for administration of design and development; and an agreed upon hourly rate of

$135.00/hr (One Hundred and Thirty-Five/00/100) for approved creative services work to develop and place promotional materials within the grant award categories:

- $900,000 for Television Advertising
- $240,000 for Radio Advertising
- $195,000 for Billboard Advertising
- $15,000 for Newspaper Advertising
- $50,000 for Digital Media Advertising
- $30,000 for Recycling Brochures
- $105,000 for Toolkits for Schools
- $15,000 for Door Hangers and Miscellaneous Materials

Total Marketing Budget: $1,550,000.00

Marketing campaign materials may be prioritized and redistributed amongst grant categories upon mutual agreement with the city.

d. All information, data, and reports as are existing, available, and necessary for the carrying out of the work, shall be furnished to Consultant without charge, and the Parties shall cooperate with each other in every way possible in carrying out the scope of services.

e. Consultant shall fully coordinate its activities in the performance of this contract with the activities of City.

f. Consultant represents that Consultant will secure the following at Consultant's own expense: all personnel required to perform the services called for under this contract by Consultant. Such personnel shall not be employees of or have any contractual relationship with City except as employees of Consultant. All the services required hereunder will be performed by Consultant or under Consultant's direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services. None of the work or services covered by this contract shall be subcontracted without the written approval of City.

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

3. Assignment. This Agreement, including payment hereunder, shall not be sub-let, assigned, or otherwise disposed of, except with the prior written consent of the City.

4. Attorney's Fees and Expenses. If City files suit in order to enforce any term of this Agreement and is the prevailing party, Consultant shall be liable for City's reasonable attorney's fees and expenses. In no event shall City be liable for the Consultant's reasonable attorney's fees and expenses.

5. Choice of Law and Venue. This Agreement has been made, and its validity, performance and effect shall be determined, in accordance with the laws of the State of Missouri

and venue for litigation between the parties shall be solely and exclusively in Jasper County, Missouri.

6. Compliance with Laws. Consultant shall observe and comply with all Federal, State, and local laws and ordinances that affect those employed or engaged by it on the project, or the material or equipment used, or the conduct of the work, and shall procure all necessary licenses, permits, and insurance.

7. Confidentiality. Any reports, data, or similar information given to or prepared or assembled by the Consultant under this contract which the City requests to be kept as confidential shall not be made available to any individual or organization by the Consultant without prior written approval of the City.

8. Consequential Damages. In no event shall City be liable to Contractor for special, indirect, or consequential damages.

9. Contract Documents. The contract documents shall consist of the following: this Agreement, City's Request for Proposal, and Consultant's Response to City's Request for Proposal. In the event of conflict between the contract documents, this Agreement will prevail. In the event of conflict between City's Request for Proposal and Consultant's Response to City's Request for Proposal, City's Request for Proposal will prevail.

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

11. Entire Agreement. This Agreement (including any Exhibits) contains the entire understanding of the parties with respect to the subject matter hereof. It may not be altered or amended except by an agreement in writing signed by both parties.

12. Ethics. Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, gift, or contingent fee.

13. Fiduciary Duty. Consultant owes a fiduciary duty to City, including the duty of care and the duty of loyalty. Consultant shall act in the best interest of City.

14. Headings. The headings of paragraphs in this Agreement are for convenience only. The headings form no part of this Agreement and shall not affect its interpretation.

15. Indemnification. Consultant hereby assumes all risk of, and responsibility for, and agrees to indemnify and save harmless City, from and against any and all claims, demands, suits, actions, recoveries, judgments, costs, and expenses, including reasonable attorney's fees and expenses, therewith made, brought or obtained on account of the loss of life or property or injury or damage to the person or property of any person or persons whomsoever, whether such person

or persons be Consultant, its agents or employees, or City, its agents or employees, or any third-person in any way connected with the parties hereto, which loss of life or property, or injury or damage to persons or property, shall be due to, or arise out of, result from, or be in any way connected with, this Agreement, except to the extent arising from or caused by the sole or gross negligence or willful misconduct of City, its agents or employees.

16. Independent Contractor. This Agreement does not create an employer-employee relationship between the parties. Consultant is an independent contractor and is not entitled to any benefits including health, dental, vision, disability, life, and unemployment insurance, worker's compensation coverage, and LAGERS. Consultant is an independent contractor and not an employee for all purposes including the application of the Fair Labor Standards Act Minimum Wage and Overtime Payments, Federal Insurance Contribution Act, Social Security Act, Federal Unemployment Tax Act, and the provisions of the Internal Revenue Code, Missouri Revenue and Taxation Laws, and Missouri's Worker Compensation Laws and Unemployment Insurance Laws.

17. Insurance. Consultant shall 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.

18. Intellectual Property. Any information, know-how, data, results, inventions, and any associated intellectual property, that is made, discovered, created, invented, or generated by Consultant in any activities or work under this Agreement shall be owned by City.

19. Non-appropriation. Notwithstanding any provision herein to the contrary, City is obligated only to make the payments set forth in the attached contract as may lawfully be made from funds budgeted and appropriated for that purpose during City's then current fiscal year at the discretion of City. If no funds are appropriated or otherwise made legally available to make the required payments for this Agreement during the next occurring fiscal year (an "Event of Non-appropriation"), this Agreement will terminate at the end of the then current fiscal year as if terminated expressly. The failure or inability of City to appropriate funds for this Agreement in any subsequent fiscal year shall not be deemed a breach of this Agreement by any party.

20. Notices. All notices required or permitted hereinunder and required to be in writing may be given by first class mail addressed to City and Consultant at the addresses as follows:

City of Joplin, Missouri	Consultant
ATTN: City Attorney	Affirm Agency
602 S. Main St.	N28W23050 Roundy Dr. Ste. 100
Joplin, MO 64801	Pewaukee, WI 53702

The date of delivery of any notice given by mail shall be the date falling on the second full day after the day of its mailing.

21. Records and Audits. The Consultant shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the City to assure proper

accounting for all project funds. These records will be made available for audit purposes to the City or any authorized representative and will be retained for three years after the expiration of this Contract.

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

23. Severability. If any of the provisions of this Agreement shall be construed to be invalid or illegal, the legality or validity of the other provisions of this Agreement shall not be affected thereby. Any illegal or invalid provision of this Agreement shall be severable, and any other provisions shall remain in full force and effect.

24. Termination. If, through any cause, Consultant shall fail to fulfill in a timely and proper manner Consultant's obligations under this contract, or if Consultant shall violate any of the covenants, agreements, or stipulations of this contract, City shall thereupon have the right to terminate this contract by giving written notice to Consultant of such termination and specifying the effective date thereof, at least five (5) days before the effective day of such termination. City may, without cause, terminate this contract upon thirty (30) day's prior written notice. In either such event, all finished or unfinished documents, data, studies, reports, or other materials prepared by the Consultant shall, at the option of City, become its property. Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed. Notwithstanding the above, Consultant shall not be relieved of liability to City for damages sustained by City by virtue of any such breach of the contract by Consultant.

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

26. Unauthorized Aliens. That pursuant to Missouri Revised Statute Sections 285.525 through 285.555, if this contract exceeds the amount of $5,000.00 and Consultant is associated with a business entity, Consultant shall provide an acceptable notarized affidavit stating that the associated business entity is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services, and that said business entity does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Additionally, Consultant must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

27. Waiver. Waiver of any provision of this Agreement or breach of this Agreement shall not thereafter be deemed to be a consent by the waiving party to any further waiver, modification or breach by the other party, whether new or continuing, of the same or any other covenant, condition or provision of this Agreement. Failure by one of the parties to this Agreement to assert its rights for any breach of this Agreement shall not be deemed a waiver of such rights.

IN WITNESS WHEREOF, the Parties have hereunto set their hands the date first above written.

CITY OF JOPLIN, MISSOURI

_____

Nicholas Edwards, City Manager

CONSULTANT: AFFIRM Agency

Danny Mager

By: Danny Mager, President

Its: authorized signatory

Approved as to Form:

_____

Peter Edwards, City Attorney

COUNCIL BILL NO. 2025-617 **ORDINANCE NO.**

AN ORDINANCE approving the City of Joplin to enter into an agreement with Affirm Agency US LLP in the amount of One Hundred Twenty-Five Thousand and 00/100 dollars ($125,000.00) approving a contract to complete EPA REO Grant Marketing and Development Services and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

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

Section 1. That the City enter into an agreement with Affirm Agency in the amount of One Hundred Twenty-Five Thousand and 00/100 dollars ($125,000.00) to complete REO Grant Marketing and Development Services 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 Affirm Agency.

Section 3. That upon the final approval and acceptance of the contractor's work under said contract, in substantial conformance with the attached exhibits, in writing by the City Manager and his certification to the effect to the Director of Finance, the contractor shall be paid from the General Fund, City Council Line, and is budgeted.

Section 4. Staff recommends approval of this council bill on an emergency basis is an emergency within the meaning of section 2.12 (4) of the HOME RULE CHARTER of the City of Joplin, Missouri, as this ordinance is dealing with a general appropriation continuing the day-to-day operations of the City. Furthermore, approval of this council bill will allow the consultant to complete the proposed marketing plan in timely matter to meet the EPA grant deadline.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of_____, 2025, by a vote of_____.

_____

ATTEST: Keenan T. Cortez, Sr, 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 EPA REO Grant Award Fund to pay the amounts called for on the basis of the bids received.

_____

Leslie Haase, Director of Finance

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2025-617 – Approving an agreement with Affirm Agency to complete the EPA REO Grant Marketing and Development Services.

MEETING DATE
September 02, 2025

ORIGINATING DEPT
City Manager Office

ATTACHMENTS
CB 2025-617 Ordinance; Affirm Bid Response; City of Joplin 2025-RFP-20; Agreement; Summary of Scores

REVIEWED BY
Department Head: Finance Director: Leslie Haase; Marketing and Communications Director: Drew Douglas; City Attorney: Peter Edwards; Assistant City Manager: Tony Robyn; City Manager: Nick Edwards

SUMMARY
This Council Bill approves a contract with Affirm Agency to complete Marketing and Development Services for the Recycling and Education Outreach Grant.

BACKGROUND
The City of Joplin received a Recycling and Education Outreach Grant from the Environmental Protection Agency for a marketing campaign focused on further expanding recycling awareness and encouraging behavioral changes through educational programs. The majority of the expenditures will be creating marketing media and supporting materials and placing them in market outlets.

Summary of Bid Process:
The City advertised for services and received thirteen responses from a mix of local and national firms. A city staff team was assembled to assess the qualified bids as set forth in the RFP.

Company Profile: (10 Points)

Experience: (25 Points)

Approach Strategy: (25 Points)

References: (10 Points)

Cost Proposal: (30 Points)

Each staff member independently evaluated the bid responses, scored them based on the above criteria, and whether they submitted a complete response and bid document. A summary of the scores is attached. Staff selected Affirm Agency as the lowest, best, and most comprehensive bid. Affirm's bid response was $125,000.

FUNDING SOURCE

This item is included in the 2026 city council budget and is funded by the EPA Recycling Education Outreach Grant.

RECOMMENDATION

Staff recommends approval of this council bill on an emergency basis is an emergency within the meaning of section 2.12 (4) of the HOME RULE CHARTER of the City of Joplin, Missouri, as this ordinance is dealing with a general appropriation continuing the day-to-day operations of the City.

Furthermore, approval of this council bill will allow the consultant to complete the proposed marketing plan in timely matter to meet the EPA grant deadline.

Marketing and Promotions Development for Joplin Regional Recycling Outreach Program, a Grant Award Project of Environmental Protection Administration (EPA)

Request for Proposals
for
Marketing and Promotions Development
Request for Proposal #2025-RFP-20

Issued on: June 6, 2025

Proposal Responses Due: 2 P.M., July 11, 2025

City of Joplin – City Hall, 2nd Floor

Attention: Tony Robyn

Assistant City Manager

trobyn@joplinmo.org

602 S Main Street, Joplin, MO 64801

Table of Contents

Section I Executive Summary..... 3
Invitation..... 3
Background..... 3
Grant Projects..... 3
Purpose..... 4

Section II General Instructions..... 6
Point of Contact..... 6
Timeline of Proposal..... 6
Brevity..... 6
Addenda and Revisions..... 6
Submission Requirements..... 7
Deadline for Submission of Interest..... 8

Section III Project Scope..... 9
General Statement..... 9
Scope of Services..... 9-10

Section IV Evaluation..... 11
Qualifications of Respondents..... 11
Scoring of Proposals..... 11
Additional Considerations..... 12
Selection..... 12-13

Section V General Information and Requirements..... 14
Minimum Effective Period of Proposal 14
Public Information..... 14
MBE/WBE/DBE..... 14
Type of Contract..... 14
No Lobbying..... 14
City's Reservation of Rights..... 14
Acceptance of Evaluation 14
Methodology..... 14
No Reimbursement for Costs..... 14
Eligible Respondents..... 15
Reference Checks..... 15
Award or Disbursement of Funds..... 15
Nonconforming Terms and Conditions..... 15
Debarment..... 15
Rejection..... 15
RFP Submission Form..... 16-17

Section I
Executive Summary

Invitation
Written proposals subject to the conditions herein stated and attached hereto, will be received at:

602 S. Main, Joplin, MO 64801, 2nd Floor
July 11, 2025 by 2:00 p.m. Central Time

For providing the services as described below for the City of Joplin (The City).

Background
The Joplin Regional Recycling Outreach project is a three-year campaign focused on further expanding recycling awareness and encouraging behavioral changes through educational programs. This project is funded by a 3-year federal grant from the Environmental Protection Program.

After a comprehensive analysis it was determined that members of the community may not be familiar with how to recycle, what to recycle, or where to recycle - which is believed to be reasoning for limited success and is reflective of the conclusion published by the Environmental Protection Agency.

In 2024, the City of Joplin's team of staff, partners, and stakeholders contracted with Burns & McDonnell to develop evidence-based public outreach concepts and strategies for various channels for advertisements: television, radio, billboards, newspapers, digital media platforms, brochures, and door hangers. This request for proposals is for a marketing and design firm to take these concepts and develop a complete marketing campaign to include a variety of print, digital, and video marketing assets/materials/deliverables. The marketing firm shall also conduct media planning and buying on behalf of the City and partners.

By the end of year two, all five census tracts designated as historically disadvantaged communities as well as the surrounding areas are forecasted to have experienced a significant increase in awareness about recycling practices and assisted the growth of positive outcomes for materials management through behavioral changes.

Purpose
The purpose of this RFP is to select a firm that will be a partner with the City Marketing and Communications team and Burns and McDonnell in developing marketing media products and assist in the implementation effort for the recycling outreach marketing and promotion program, including placements for the advertising campaign. The firm selected will assist the City and Burns McDonnell in expending the budgeted amount allotted for the marketing campaign as listed below.

The City of Joplin is requesting written proposals to develop, plan and distribute the marketing and promotion materials for the approved project described above. It is anticipated that the timeline for these services will be approximately twenty (20) months; this includes planning, design, development, and implementation of media materials and ad campaign. The City will be responsible for reporting to the granting entity regarding expenses incurred for purchasing content and materials developed for the campaign, as well as ad placement expenses, therefore, the firm must be able to provide thorough documentation of all such expenses to the

City in the format to be requested by the City. Firms must be collaborative and willing to take direction from City staff and work closely with our Burns & McDonnell partner. The winning firm will ensure for their part full compliance with any relevant required regulations pursuant to EPA regulations. For more information on evaluation criteria, please refer to section four, Evaluation.

The Joplin Regional Recycling Outreach project, through these created marketing materials, will encourage the collection of recycled materials that are sold to an existing or developing market and (1) inform the public about residential or community recycling programs; (2) provide information about the recycled materials that are accepted as part of a residential or 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 residential and community recycling programs.

The City will have a Recycling Education and Outreach Plan that outlines the specific messaging, communication strategies, content, budget, and schedule. The selected firm will be supporting the implementation of the Plan in partnership with the City and Burns & McDonnell.

A significant portion of this effort will be education, promotion, and awareness with citizens and key stakeholders like Joplin Schools, Higher Education Institutions, Homeless Coalition and clients, Solid Waste Advisory Commission, local non-profits, and environmental groups.

Bidding firms must have a thorough understanding of Environmental Protection Agency Programs, the awarded REO grant, with preferred experience in similar projects and/or solid waste planning, recycling, waste reduction, and education.

The City seeks to promote and ensure the fairest, most efficient means to obtain the benefits of the most qualified, responsive, and responsible proposal.

Marketing Budget

The City has generally budgeted for the following expenses to be included in this marketing campaign:

- $900,000 for Television Advertising
- $240,000 for Radio Advertising
- $195,000 for Billboard Advertising
- $15,000 for Newspaper Advertising
- $50,000 for Digital Media Advertising
- $30,000 for Recycling Brochures
- $105,000 for Toolkits for Schools
- $15,000 for Door Hangers

Total Marketing Budget: $1,550,000.00

All marketing assets/materials/deliverables should be developed within these budgets, with sufficient budget remaining to place the ads to a degree to ensure program success as measured by fulfillment of the marketing, education, and outreach plan. Ad placements should reach strategically targeted audiences with sufficient repetition as to effectively influence changes in behavior towards the goals identified in the 2025 findings by Burns and McDonnell. Key messages shall be developed in collaboration with the City and Burns and McDonnell, and will build upon recommendations to be provided by Burns and McDonnell.

Section II

General Instructions

Point of Contact
The City designates the following person as its representative and Point-of-Contact for this RFP:

Joplin City Hall
Tony Robyn
602 S. Main Street, 2nd Floor
Joplin, Missouri, 64801 **mailto: trobyn@joplinmo.org**

Respondents shall restrict all contact with the City and direct all questions in writing regarding this RFP, including questions regarding terms and conditions and technical specifications, to the Point of Contact.

Timeline of Proposal (Anticipated, but is subject to change)

RFP Released by the City	June 6, 2025
Deadline for Final Questions	June 27, 2025
City Responses to Submitted Questions	July 3, 2025
Proposal Submission Deadline	July 11, 2025
Interviews if needed and Selection	July 14-18, 2025
Contract Finalization	August 1, 2025
Anticipated Council Meeting to Award	August 11, 2025

Brevity
Qualifications shall be prepared simply, providing a straightforward, concise description of the Respondent's ability to meet the requirements of this RFP. Excessive information will not be considered favorably.

Addenda and Revisions
All questions and inquiries must be submitted to the City Point of Contact, Tony Robyn, trobyn@joplinmo.org by June 21, 2024.

Questions should be asked in consecutive order following the organization of the RFP. Each question should begin by referencing the RFP page number, section title, and question number (if applicable) to which it relates.

One comprehensive response to all submitted questions will be publicly released as an addendum to the RFP and distributed to firms that submitted questions, inquiries, or clarifications.

All such addenda issued by the City shall be issued before the proposals are due as part of the RFP, and all Respondents shall acknowledge receipt of and incorporate the addenda in its Responses.

Respondents shall consider only those clarifications and interpretations that the City issues by addenda five (5) days prior to the submittal deadline. Interpretations or clarifications in any

other form, including oral statements, will not be binding on the City and should not be relied upon in preparing its Responses.

Any additional information, including addenda will be posted on the city website at http://joplinmo.org/index.aspx in the left-hand column under Bids/Projects. Respondents may check the website regularly, sign up to receive notifications, or reach out to the point of contact and request to be added to the addenda distribution list.

Submission Requirements

Respondents shall carefully read the information contained in this RFP and submit a complete response to all requirements and questions. Incomplete qualifications will be considered non-responsive and subject to rejection. It is not necessary to repeat the question or statement in the Responses; however, it is essential to reference the page number and question number.

The Respondent shall submit by mail:

1. One (1) original with (3) identical copies of the Response in print
   a. Response shall be a maximum of twenty (20) printed pages
   b. The cover, table of contents, divider sheets, resume/CVs, and Submission Form do not count as printed pages
   c. Hard copies of RFP materials must be enclosed in a sealed envelope (box or container) addressed as noted below and mailed; no email submissions are accepted
   d. The package must clearly identify the submittal deadline and that the response is for the Marketing and Promotion Development Services of the Joplin Regional Recycling Outreach Program Request for Proposal #2025-RFP-xx
   e. No 3-ring binders please
2. One (1) PDF copy provided on USB drive
3. An original signature must be included on the "THE CITY OF JOPLIN REQUEST FOR PROPOSAL SUBMISSION FORM"
4. No electronic submissions will be accepted

Sealed hard copy packets must be submitted to:

Joplin City Hall
2nd Floor, Attn: Tony Robyn
602 S. Main Street
Joplin, MO 64801
8:00am-5:00pm Monday – Friday

of delivery deadline date

Deadline for Submission of Interest
The Respondent will submit its Responses at the location above by the time described below:

2:00 PM, Friday
July 11, 2025

RFPs received after this time and date will not be considered.

Properly submitted Reponses by the Respondents will not be returned. Responses and any other information submitted by Respondents in response to this RFP shall become the property of the City.

Section III
Joplin Regional Recycling Outreach Program
Grant Award Project of
Environmental Protection Administration (EPA)

Project Scope

General Statement

The City of Joplin requests marketing and promotions proposals from qualified organizations for planning, development, and placement of various media and marketing materials for the Joplin Regional Recycling Outreach Program. The firm shall work with the City of Joplin and Burns and McDonnell program partner to plan and develop the program materials as outlined below. The firm shall also develop a plan for campaign distribution and conduct all media buying activity on behalf of the City, providing documentation of all ad-buying expenses to enable the City to report program expenditures accurately.

The City expects the winning respondent to periodically work on-site for key implementation duties as the project requires frequent interactions with beneficiaries, community organizations, surrounding potential participating communities, and the general public.

The outline below is inclusive, but not necessarily an exhaustive list of required activities.

The City reserves the right to seek clarification on any or all proposal submittals.

Scope of Services

Program Planning

- Review Joplin Recycling Education and Outreach grant award and objectives.
- Review Burns and McDonnell findings on City recycling program.
- The elements of this project to be developed include but are not limited to:
    a) public service announcements;
    b) door-to-door education and outreach campaign materials;
    c) social media and digital outreach graphics, videos, and ad materials;
    d) an advertising campaign plan for materials on recycling awareness;
    e) marketing products from the design and development of Burns and McDonnell concepts:
        (i) toolkit for a municipal and commercial recycling program;
        (ii) the importance of quality materials in the recycling stream;
        (iii) the economic and environmental benefits of recycling; and
        (iv) information on what happens to materials after the materials are placed into a residential or community recycling program; businesses recycling outreach; bin, cart, and other receptacle labeling and signs; community recycling ambassador education programs or training of trainer programs; and/or other education and outreach activities to improve waste prevention, reuse and recycling and reduce contamination, such as evaluations and

evidence-based messaging and strategies associated with preventing or reducing waste and improving reuse, repair, refurbish and remanufacture of materials.

Deliverables

- Various marketing ads and media assets for promotion to increase recycling efforts and awareness.
- All created educational materials in a digital format that can be edited and replaced going forward; all products will be the property of the City of Joplin.
- Implementation strategies for all educational content developed as part of this project.
- Advertising campaign media placement plan, to be followed by reporting to show execution of the plan (to include receipts and relevant documentation for each ad placement).

Timeliness

- Complete the scope of services within the approved timeline, which is anticipated to cover no more than two months for development and the balance of time for actual implementation.
- Bi-weekly reporting of program development activities for the Recycling Program Grant

Meetings

- Attend required meetings with Burns and McDonnell partner and the City of Joplin.

Section IV

Evaluation

Qualifications of Respondents

For consideration, proposals must contain evidence of experience and abilities in the specified area and other disciplines directly related to the proposed services included elsewhere in this solicitation.

Emphasis shall be on the quality, completeness, clarity of content, responsiveness to the requirements, and an understanding of the City's needs as it relates to the development or marketing and promotion materials of the Joplin Regional Recycling Outreach and Implementation Plan.

The Respondent may be required before the award of any contract to show to the complete satisfaction of the City that it has the necessary facilities, ability, programmatic understanding, staffing, and financial resources to provide the services specified herein in a satisfactory manner.

The Respondent may also be required to give a past complete history and additional references in order to satisfy the City in regard to the Respondent's qualifications.

The City may make reasonable investigations deemed necessary and proper to determine the ability of the Respondent to perform the work, and the Respondent shall furnish to the City all information for this purpose in a timely manner.

The City reserves the right to reject any offer if the evidence submitted by, or investigation of, the Respondent fails to satisfy the City that the Respondent is properly qualified to carry out the obligations of the contract and to complete the work described therein.

Scoring of Proposals

Scoring will emphasize related experience, management, organization, availability of key staff, skill, financial, and other necessary resources to perform the work or provide the services required in timely manner.

Company Profile: (10 Points)

Respondents must provide a listing of all personnel who will be assigned to this project. If the Respondent will need to hire additional staff to satisfy this engagement, please briefly elaborate with a tentative plan of action.

Please include an explanation of each person's area of responsibility, years of related experience, geographic location, and the resume or CV for each professional assigned to this project. Please attach an organizational chart to include any associated decision-makers that will or may have a role in the proposal or project management process.

Experience: (25 Points)

Respondent must provide three (3) examples of directly relatable experience corresponding to the services requested by the City. Please include the name, title, address, telephone number, and email for each client contact. Examples proving the ability to coordinate multiple projects should be included and will be considered in the scoring. Scoring will also emphasize the firm's experience and results related to similar type projects.

Approach Strategy: (25 Points)

Please describe in detail the proposed methodology for this project. Scoring will emphasize the

project approach, proven implementation, and/or management strategies by the team, including community and stakeholder engagement.

References: (10 Points)

Please include at least three references for similar type projects. Scoring will emphasize quality of references as well as the quality of performance of previous contracts or services.

Cost Proposal: (30 Points)

Please provide a cost proposal to accomplish the scope of work set forth in this request for proposals.

Selection

The evaluation of the Responses shall be based on the requirements described in this RFP. A selection committee made up of qualified City staff shall review, evaluate, and rank all properly submitted responses. The selection committee will have only the response to the solicitation to review for selection of finalists. It is therefore important that respondents emphasize specific information pertinent to the work.

The City will reserve the right to include an interview with the Respondent if the City deems it necessary to aid in the ranking process. If needed, the City will contact those Respondents with the top ranked proposals, and each will be required to meet with the selection team where the proposals will be reviewed in depth.

After the selection process, the Selection Committee will contact the Respondent that best meets the City's needs and finalize a contract to present to City Council for approval. Final authority of the selection ultimately lies with the Joplin City Council.

Section V

General Information and Requirements

Minimum Effective Period of Proposal

All proposals are required to remain in effect for at least 90 days from the date submitted to the City for review. This should be taken into account during budget preparations.

Public Information

All information, documentation, and other materials submitted in response to this solicitation are considered non-confidential and/or non-proprietary and are subject to public disclosure.

MBE/WBE

Please state how your firm or any potential sub-contractors participate in the Minority and Women Business Enterprise Initiative (MBE/WBE).

Type of Contract

The final contract form shall be negotiated between and be mutually acceptable to the parties. Any contract(s) resulting from this effort will be negotiated at the sole discretion of City of Joplin, and/or their agents.

No Lobbying

Respondent acknowledges and accepts that from the Date of Issuance of the RFP until a final decision has been made by the City, it will not take any action, make any effort or support or engage others on its behalf to take actions or efforts with attempt to influence the decision-making process for this RFP in the favor of the Respondent. This includes direct contact with the City Council, City Manager and City staff of the City of Joplin, and others who may be engaged in the process or grant program.

Additionally, the Respondent acknowledges and accepts that it will not attempt to use public communication such as the news media, social media, etc. as a means of attempting to influence the RFP evaluation or decision-making process. Any Respondent violating any of the aforementioned conditions is subject to immediate disqualification from consideration.

City's Reservation of Rights

The City may evaluate the Responses based on the anticipated completion of all or any portion of the Project. The City reserves the right to reject any and all Responses and re-solicit for new Responses, or to reject any and all proposals and temporarily or permanently abandon the Project. The City makes no representations, written or oral, that it will enter into any form of agreement with any respondent to this RFP for any project and no such representation is intended or should be construed by the issuance of this RFP.

Acceptance of Evaluation Methodology

By submitting its Responses to this RFP, Respondent accepts the evaluation process and acknowledges and accepts that the determination of the "most qualified" firm(s) will require subjective judgments by the City.

No Reimbursement for Costs

The Respondent acknowledges and accepts that any costs incurred from the Respondent's participation in this RFP shall be at the sole risk and responsibility of the Respondent.

Eligible Respondents
Only individual firms or lawfully formed business organizations may apply (this does not preclude a Respondent from using consultants). The City will contract only with the individual firm or formal organization that submits its Responses.

Reference Checks
Respondent acknowledges and accepts that through the RFP evaluation process reference checks and background investigation may be conducted as a part of the due-diligence process.

Nonconforming Terms and Conditions
A proposal that includes terms and conditions that do not conform to the terms and conditions in the RFP is subject to rejection as non-responsive. The City reserves the right to permit the Respondent to withdraw nonconforming terms and conditions from its proposal prior to a determination by The City of non-responsiveness based on the submission of nonconforming terms and conditions.

Responses that are qualified with conditional clauses, alterations, items not called for in the RFP documents, or irregularities of any kind are subject to rejection by the City, at its option. Failure to comply with requirements contained in this RFP may result in the rejection of the Responses.

Debarment
By submitting a proposal, the Respondent certifies that it is not currently debarred from submitting proposals for contracts issued by any political subdivision or agency of the State of Missouri or the Federal government and that it is not a person or entity that is currently debarred from submitting proposals for contracts issued by any political subdivision or agency of the State of Missouri or the Federal government. Respondents must be registered at SAM.GOV to be eligible.

Stylistic Considerations
The City's official font is Tahoma. The official color palette is RGB: Regal Blue 18 58 84, Blue Lagoon 0 91 130, Storm Dust 95 95 93, Wasabi, 131 162 38, Buttered Rum 209 177 14, Rust 191 80 11.

Rejection
The City makes no representations of any kind that an award will be made as a result of this RFP or subsequent interview or recommendation. The City reserves the waive any formalities or minor technical inconsistencies or delete any item/requirements from this RFP when deemed to be in City's best interest.

THE CITY OF JOPLIN

REQUEST FOR PROPOSAL SUBMISSION

#2025-RFP-xx

Company

_____

Address _____

Contact Person _____

Telephone Number _____

Email _____

NOTE TO RESPONDENTS: SUBMIT ENTIRE SECTION WITH RESPONSE. THIS EXECUTION OF OFFER MUST BE COMPLETED, SIGNED, AND RETURNED WITH THE RESPONDENT'S QUALIFICATIONS. FAILURE TO COMPLETE, SIGN AND RETURN THIS EXECUTION OF OFFER WITH THE QUALIFICATIONS MAY RESULT IN REJECTION OF THE QUALIFICATIONS.

SIGNING A FALSE STATEMENT MAY VOID THE SUBMITTED QUALIFICATIONS OR ANY AGREEMENTS OR OTHER CONTRACTUAL ARRANGEMENTS, WHICH MAY RESULT FROM THE SUBMISSION OF RESPONDENT'S QUALIFICATIONS, AND THE RESPONDENT MAY BE REMOVED FROM ALL PROPOSER LISTS. A FALSE CERTIFICATION SHALL BE DEEMED A MATERIAL BREACH OF CONTRACT AND, AT THE JRC'S OPTION, MAY RESULT IN TERMINATION OF ANY RESULTING CONTRACT.

By signature hereon, Respondent acknowledges and agrees that (1) this RFP is a solicitation for Interest and is not a contract or an offer to contract; (2) the submission of Responses by Respondent in response to this RFP will not create a contract between the City and Respondent; (3) Neither the City or the Committee, or any of their representatives, have made a representation or warranty, written or oral, that one or more contracts with the City will be awarded under this RFP; and (4) Respondent shall bear, as its sole risk and responsibility, any cost which arises from Respondent's preparation of a response to this RFP.

By signature hereon, Respondent offers and agrees to furnish to the City all of the products and/or services more particularly described in its Responses, and to comply with all terms, conditions and requirements set forth in the RFP documents and contained herein.

By signature hereon, Respondent affirms that they have not given, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant, elected officials, leadership or staff of the City or partner organizations in connection with the submitted Responses.

By signature hereon, the Respondent hereby certifies that neither the Respondent nor the firm, corporation, partnership or Developer represented by the Respondent, or anyone acting for such firm, corporation, or institution has violated the antitrust laws of this state, or the Federal antitrust laws, nor communicated directly or indirectly the Responses made to any

competitor or any other person engaged in such line of business.

By signature hereon, Respondent represents and warrants that:

Respondent is a reputable company regularly engaged in providing products and/or services necessary to meet the terms, conditions and requirements of the RFP;

Respondent has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the terms, conditions and requirements of the RFP;

By signature hereon, Respondent certifies that the individual signing this document and the documents made part of the RFP is authorized to sign such documents on behalf of the company and to bind the company under any agreements or other contractual arrangements, which may result from the submission of the Response.

By signature hereon, Respondent affirms that no compensation has been received for participation in the preparation of the specifications for this RFP.

By signature hereon, Respondent affirms that it has not violated any of the noted No-Lobbying provisions or specification contained in this RFP.

By signature hereon, Respondent agrees to defend, indemnify, and hold harmless the City and the Committee, all of their officers, agents and employees from and against all claims, actions, suits, demands, proceedings, costs, damages, and liabilities, arising out of, connected with, or resulting from any acts or omissions of Respondent or any agent, employee, subcontractor, or supplier of Respondent in the execution or performance of any agreements or other contractual arrangements which may result from the submission of these Responses.

Submitted and certified this ____day of

_____.

BY:

Signature Date:_____

Name (Printed):

_____

Title: _____

Signature:

_____

Certification Regarding Lobbying

The undersigned (Contractor) certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form—LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions (as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L 104-65, to be codified at 2 U.S.C. 1601, et seq.)

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and nor more than $100,000 for each such failure.

Note: Pursuant to 31 U.S.C. 1352©(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or emend a required certification or disclosure form shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such expenditure or failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

_____Signature of Contractor's Authorized Official

_____Name and Title of Authorized Official_

Date_____

AGREEMENT EXAMPLE
FOR MARKETING AND PROMOTION SERVICES

THIS AGREEMENT is made and entered into this _____ day of July, 2025, by and between the City of Joplin, Missouri, a Missouri Municipal Corporation, hereinafter referred to as "City," and _____, a Missouri Corporation, hereinafter referred to as "Consultant," and with City and Consultant being referred to collectively as "the Parties."

WITNESSETH:

WHEREAS, City desires to retain professional Marketing and Promotions Development for Joplin Regional Recycling Outreach Program for a marketing and design firm to take these concepts and develop a complete marketing campaign to include a variety of print, digital, and video marketing assets/materials/deliverables. The marketing firm shall also conduct media planning and buying on behalf of the City, as described in City's Request for Proposal, 2025-RFP-20 attached hereto and incorporated by reference as Exhibit A; and

WHEREAS, Consultant desires to provide professional services pursuant to the terms of this agreement, as described in Consultant's Response to City's Request for Proposal, attached hereto and incorporated by reference as Exhibit B; and

WHEREAS, City has selected Consultant as the lowest and best bidder based on full consideration of all factors, preferences, and conditions deemed applicable by City.

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

1. Scope of Work and Payment.

a. City agrees to engage Consultant for performance, and Consultant agrees to perform the services described in Exhibits A and B within the time specified therein. Specifically, Consultant shall serve as professional graphics and designer services provider for up to a 20 months period.

b. The services of Consultant shall commence only as authorized in writing by City and shall be undertaken and completed as promised by Consultant as described in Exhibits A and B.

c. City agrees to pay Consultant in accordance with the services set forth in Exhibits A and B for work authorized by City upon presentation of proper monthly invoice and inspection by City of work completed by Consultant. Specifically, City agrees to pay Consultant per hour for design and installation of designed materials as follows:

The City has budgeted for the following expenses to be included in the marketing campaign:

- $900,000 for Television Advertising
- $240,000 for Radio Advertising
- $195,000 for Billboard Advertising
- $15,000 for Newspaper Advertising
- $50,000 for Digital Media Advertising
- $30,000 for Recycling Brochures
- $105,000 for Toolkits for Schools
- $15,000 for Door Hangers

Total Marketing Budget: $1,550,000.00

d. All information, data, and reports as are existing, available, and necessary for the carrying out of the work, shall be furnished to Consultant without charge, and the Parties shall cooperate with each other in every way possible in carrying out the scope of services.

e. Consultant shall fully coordinate its activities in the performance of this contract with the activities of City.

f. Consultant represents that Consultant will secure the following at Consultant's own expense: all personnel required to perform the services called for under this contract by Consultant. Such personnel shall not be employees of or have any contractual relationship with City except as employees of Consultant. All the services required hereunder will be performed by Consultant or under Consultant's direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services. None of the work or services covered by this contract shall be subcontracted without the written approval of City.

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

3. Assignment. This Agreement, including payment hereunder, shall not be sub-let, assigned, or otherwise disposed of, except with the prior written consent of the City.

4. Attorney's Fees and Expenses. If City files suit in order to enforce any term of this Agreement and is the prevailing party, Consultant shall be liable for City's reasonable attorney's

fees and expenses. In no event shall City be liable for the Consultant's reasonable attorney's fees and expenses.

5. Choice of Law and Venue. This Agreement has been made, and its validity, performance and effect shall be determined, in accordance with the laws of the State of Missouri and venue for litigation between the parties shall be solely and exclusively in Jasper County, Missouri.

6. Compliance with Laws. Consultant shall observe and comply with all Federal, State, and local laws and ordinances that affect those employed or engaged by it on the project, or the material or equipment used, or the conduct of the work, and shall procure all necessary licenses, permits, and insurance.

7. Confidentiality. Any reports, data, or similar information given to or prepared or assembled by the Consultant under this contract which the City requests to be kept as confidential shall not be made available to any individual or organization by the Consultant without prior written approval of the City.

8. Consequential Damages. In no event shall City be liable to Contractor for special, indirect, or consequential damages.

9. Contract Documents. The contract documents shall consist of the following: this Agreement, City's Request for Proposal, and Consultant's Response to City's Request for Proposal. In the event of conflict between the contract documents, this Agreement will prevail. In the event of conflict between City's Request for Proposal and Consultant's Response to City's Request for Proposal, City's Request for Proposal will prevail.

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

11. Entire Agreement. This Agreement (including any Exhibits) contains the entire understanding of the parties with respect to the subject matter hereof. It may not be altered or amended except by an agreement in writing signed by both parties.

12. Ethics. Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, gift, or contingent fee.

13. Fiduciary Duty. Consultant owes a fiduciary duty to City, including the duty of care and the duty of loyalty. Consultant shall act in the best interest of City.

14. Headings. The headings of paragraphs in this Agreement are for convenience only. The headings form no part of this Agreement and shall not affect its interpretation.

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

16. Independent Contractor. This Agreement does not create an employer-employee relationship between the parties. Consultant is an independent contractor and is not entitled to any benefits including health, dental, vision, disability, life, and unemployment insurance, worker's compensation coverage, and LAGERS. Consultant is an independent contractor and not an employee for all purposes including the application of the Fair Labor Standards Act Minimum Wage and Overtime Payments, Federal Insurance Contribution Act, Social Security Act, Federal Unemployment Tax Act, and the provisions of the Internal Revenue Code, Missouri Revenue and Taxation Laws, and Missouri's Worker Compensation Laws and Unemployment Insurance Laws.

17. Insurance. Consultant shall 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.

18. Intellectual Property. Any information, know-how, data, results, inventions, and any associated intellectual property, that is made, discovered, created, invented, or generated by Consultant in any activities or work under this Agreement shall be owned by City.

19. Non-appropriation. Notwithstanding any provision herein to the contrary, City is obligated only to make the payments set forth in the attached contract as may lawfully be made from funds budgeted and appropriated for that purpose during City's then current fiscal year at the discretion of City. If no funds are appropriated or otherwise made legally available to make the required payments for this Agreement during the next occurring fiscal year (an "Event of Non-appropriation"), this Agreement will terminate at the end of the then current fiscal year as if terminated expressly. The failure or inability of City to appropriate funds for this Agreement in any subsequent fiscal year shall not be deemed a breach of this Agreement by any party.

20. Notices. All notices required or permitted hereinunder and required to be in writing may be given by first class mail addressed to City and Consultant at the addresses as follows:

City of Joplin, Missouri	Consultant
ATTN: City Attorney	_____
602 S. Main St.	_____
Joplin, MO 64801	_____

The date of delivery of any notice given by mail shall be the date falling on the second full day after the day of its mailing.

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

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

23. Severability. If any of the provisions of this Agreement shall be construed to be invalid or illegal, the legality or validity of the other provisions of this Agreement shall not be affected thereby. Any illegal or invalid provision of this Agreement shall be severable, and any other provisions shall remain in full force and effect.

24. Termination. If, through any cause, Consultant shall fail to fulfill in a timely and proper manner Consultant's obligations under this contract, or if Consultant shall violate any of the covenants, agreements, or stipulations of this contract, City shall thereupon have the right to terminate this contract by giving written notice to Consultant of such termination and specifying the effective date thereof, at least five (5) days before the effective day of such termination. City may, without cause, terminate this contract upon thirty (30) day's prior written notice. In either such event, all finished or unfinished documents, data, studies, reports, or other materials prepared by the Consultant shall, at the option of City, become its property. Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed. Notwithstanding the above, Consultant shall not be relieved of liability to City for damages sustained by City by virtue of any such breach of the contract by Consultant.

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

26. Unauthorized Aliens. That pursuant to Missouri Revised Statute Sections 285.525 through 285.555, if this contract exceeds the amount of $5,000.00 and Consultant is associated with a business entity, Consultant shall provide an acceptable notarized affidavit stating that the associated business entity is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services, and that said business entity does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Additionally, Consultant must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

27. Waiver. Waiver of any provision of this Agreement or breach of this Agreement shall not thereafter be deemed to be a consent by the waiving party to any further waiver,

modification or breach by the other party, whether new or continuing, of the same or any other covenant, condition or provision of this Agreement. Failure by one of the parties to this Agreement to assert its rights for any breach of this Agreement shall not be deemed a waiver of such rights.

IN WITNESS WHEREOF, the Parties have hereunto set their hands the date first above written.

CITY OF JOPLIN, MISSOURI	CONSULTANT
_____	_____
Nick Edwards, City Manager or Asst. City Manager	By: Its: authorized signatory

Approved as to Form:

_____
Peter Edwards, City Attorney

REO Marketing Respondents	Costs	Proposal Average	Costing Score	Total	Submittal Complete
Affirm	$125,000	**66**	30	96	x
CMRignite	$132,000	**61**	28	89	x
Trozzolo	$150,000	**61**	23	84	x
Novella	$169,500	**57**	17	74	x
Gud Marketing	$230,795	**69**	0	69	no flash
Johnny Lightning	$215,420	**60**	4	64	x
JMO Communications	$226,275	**62**	1	63	x
AMP	$196,000	**52**	0	52	x
Upbrand	$230,000	**47**	0	47	x
Craven	$229,500	**41**	0	41	x
Stealth	none given				no cost submitted
Vietti	none given				no cost submitted
Guru	none given				no cost submitted

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
Council Bill No. 2025-006 – AN ORDINANCE amending Chapter 26, Buildings and Regulations, Article X, Dangerous Buildings, Sec. 26-615. - Duties of building inspector; issuance of notices.

MEETING DATE
September 2, 2025

ORIGINATING DEPARTMENT
Planning Department

ATTACHMENTS
Council Bill No. 2025-00

REVIEWED BY
Director of Planning, Development, & Neighborhood Services Troy Bolander; City Attorney Peter Edwards; and City Manager Nicholas Edwards.

SUMMARY
The City of Joplin building inspectors identify dangerous buildings throughout the City and work with owners to improve the condition of the property. Building inspectors prioritize the most problematic and dangerous properties and report them to the Building Board. This amendment is a better reflection of the current and historical practice of the building department rather than a literal reading of the ordinance that all dangerous buildings be addressed with the Building Board of Appeals.

BACKGROUND
The Building Department posts all dangerous buildings and notifies interested parties in writing in compliance with City Code and 67.400, RSMo. Properties that are escalated to the Building Board of Appeals are vacant or instances where the owner has not shown acceptable improvement of dangerous conditions. In order to keep the agenda items manageable and board meetings to roughly three hours in length, properties that are poised for demolition are prioritized and listed as agenda items. In cases where the property owners are taking the initiative to improve dangerous conditions, the Building Department monitors progress until the property is no longer considered dangerous.

FUNDING SOURCE
N/A

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

COUNCIL BILL NO. 2025-006 ORDINANCE NO.

AN ORDINANCE amending Chapter 26, Buildings and Regulations, Article X, Dangerous Buildings, Sec. 26-615. - Duties of building inspector; issuance of notices.

WHEREAS, The City of Joplin building inspectors identify dangerous buildings throughout the City and work with owners to improve the condition of the property; and

WHEREAS, it is in the best interest of the City for its building inspectors to prioritize vacant and derelict buildings and specifically report to the Building Board those properties which cannot be timely or feasibly repaired by the owner.

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

Section 1. That Chapter 26, Buildings and Regulations, Article X, Dangerous Buildings, Sec. 26-615. - Duties of building inspector; issuance of notices, is amended as follows:

"Sec. 26-615. - Duties of building inspector; issuance of notices.

The duties of the building inspector under this article shall include but not be limited to the following. The building inspector shall:

(1) Inspect any building or portion thereof or any structure which is or may be existing in violation of this article or the building code.

(2) Report to the building board all buildings, structures or portions thereof deemed to be an emergency as defined in section 26-625.

(3) Except in emergency cases, report buildings to the building board and notify in writing all parties of any building or structure which, in the opinion of the inspector, is considered to be a dangerous building, unless the owner is working with the building department to correct dangerous conditions, in which case the building inspector shall not report to the building board. The notice, which shall be a "Declaration of Nuisance" as contemplated by RSMo. 67.410(3), shall include a statement that the owner and all other interested parties shall have a right and duty to obtain a building permit or permit for demolition from the building department and to start repair or demolition within ten days after receipt of such notice. The notice shall be served by personal service or by certified mail with return receipt requested. If service cannot be had by either of these modes of service, then service may be had by publication. Where service is had by publication as permitted by RSMo 67.410(3), a courtesy notice, which shall include the text sent to the newspaper for publication, shall be posted on the dangerous building by the inspector, but if such courtesy notice is altered, defaced or removed there shall be no duty to replace or renew such courtesy notice, which constitutes and shall be construed to be notice in addition to that required by state law.

(4) Report to the building board any noncompliance with the notice.

(5) Appear and testify at all hearings conducted by the building board.

(6) Authorize issuance of building permits after sufficient information has been received, including plans and specifications deemed necessary.

(7) Issue a stop order to the owner or anyone doing or causing work of any kind in a building which has been determined by a building inspector to be a dangerous building when no active building, demolition or moving permit exists, or when work done is contrary to the provisions of this article or the building code."

Section 2. That this ordinance shall be in full force and effect twenty days (20) after its passage.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2025, by a vote of _____.

_____
Keenan T. Cortez, Sr., Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

COUNCIL BILL NO. 2025-616 ORDINANCE NO.

AN ORDINANCE approving the applications of Visionary Balloonworx, MO-KAN Dragway, Ozark Christian College, Branco Enterprises & Neosho Schools, Historic Murphysburg Preservation, Inc., Joplin Disc Golf Club, JOMO Pride, Inc., Joplin Roadrunners, Missouri Liars, Silver Sage Renaissance Festival, Neosho Arts Council, Newton County Tourism Council, and Joplin Trails Coalition for utilization of FY2026 Festivals and Celebrations support pursuant to Ordinance No. 2000-148, as authorized by the voters on November 7, 2000; authorizing the City Manager to execute appropriate agreements with each such organization for the utilization of such funds.

WHEREAS, the voters of the City of Joplin approved an increase in the Occupational License Tax for transient sleeping accommodations at an election held on November 7, 2000, and,

WHEREAS, pursuant to the provisions of Ordinance No. 2000-148, a portion of said funds are to be utilized for events, festivals, and marketing intended to attract visitors from the region to the City and other related activities in the City; and,

WHEREAS, the Convention & Visitors Bureau Advisory Board established an application procedure and reviewed the applications of numerous organizations, and has recommended to the City Council that those festivals, celebrations, events, and attractions be funded utilizing a portion of said proceeds; and,

WHEREAS, after having a Public Hearing thereon, as required by said ordinance, the Council of the City of Joplin desires to utilize a portion of the proceeds from said tax following the recommendations of the Convention & Visitors Bureau Advisory Board.

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

Section 1. That the applications of Visionary Balloonworx for Route 66 Hot Air Balloon and Kite Festival, in the amount of twenty-five thousand dollars ($25,000), MO-KAN Dragway, for marketing the 2026 drag racing series, in the amount of nine thousand six hundred dollars ($9,600), Ozark Christian College for marketing the 2026 conference series, in the amount of eighteen thousand, four hundred dollars ($18,400), Branco Enterprises & Neosho Schools for the Neosho Holiday (Basketball) Classic, in the amount of eleven thousand two hundred dollars ($11,200), Historic Murphysburg Preservation for 2026 events, in the amount of three thousand two hundred dollars ($3,200), Joplin Disc Golf Club for the 21st Annual Four States Open, in the amount of three thousand nine hundred dollars ($3,900), JOMO Pride, Inc. for the 2026 JOMO PrideFest, in the amount of ten thousand three hundred dollars ($10,300), Joplin Roadrunners for promoting the 2026 Race Series, in the amount of three thousand eight hundred dollars ($3,800), Missouri Liars for the MO-Tell Storytellers event, in the amount of three thousand dollars ($3,000), Silver Sage Renaissance Festival organization for the Silver Sage Renaissance Festival, in the amount of fifteen thousand dollars ($15,000), Neosho Arts Council for ArtCon 2026, in the amount of three thousand dollars ($3,000), Newton County Tourism Council for digital marketing and website maintenance, in the amount of three thousand

dollars ($3,000), and Joplin Trails Coalition for the Maple Leaf Bike Tour, in the amount of nine hundred dollars ($900), for utilization of FY2026 Festivals and Celebrations support pursuant to Ordinance No. 2000-148, as authorized by the voters on November 7, 2000, be and the same are hereby approved.

Section 2. That the City Manager is hereby authorized and directed to execute appropriate Agreements, by and on behalf of the City of Joplin, with each said organization for the expenditure of said funds following the recommendation of the Joplin Convention & Visitors Bureau Advisory Board and in accordance with Ordinance No. 2000-148.

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

of _____, 2025, by a _____vote.

_____

Keenan T. Cortez, Sr., Mayor

ATTEST:

_____

Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

I hereby certify that sufficient funding is available in the CVB Fund, Accounts No. 105-4080-560-7505, to pay the grant amounts awarded.

_____

Leslie Haase, Director of Finance

CITY OF JOPLIN

COUNCIL AGENDA ITEM

ITEM:

Council Bill No. 2025-616 - Approves the Convention & Visitor Bureau's grant funding distribution for FY2026 related to special events, festivals, and marketing.

MEETING DATE:

September 2, 2025

ORIGINATING DEPARTMENT:

Convention & Visitors Bureau

REVIEWED BY:

Director of Convention & Visitors Bureau-Patrick Tuttle, Director of Finance-Leslie Haase, City Attorney-Peter Edwards, City Manager-Nicholas Edwards

SUMMARY REQUEST:

This Council Bill approves the Convention & Visitor Bureau's (CVB) grant distribution for FY2026 special events, festivals, and marketing. Funding comes from a portion of the Occupational License Tax (Hotel/Motel tax) monies collected, resulting from Ordinance No. 2000-048, as authorized by the City of Joplin voters on November 7, 2000.

BACKGROUND:

This CVB grant program aims to assist qualified organizations with promoting tourism activities that strive to directly increase hotel/motel occupancy and create a positive image for Joplin. Qualifying applicants must meet the following criteria:

- Not-for-profit and for-profit organizations may apply
- Events must be held between November 1, 2025 & October 31, 2026
- Events must be held within 20 miles of Joplin city limits
- Events must be open to the general public

At the July 15 Joplin Convention & Visitors Bureau Advisory Board meeting, they reviewed the FY2026 CVB Grant applications and heard from the requested organizations. At the conclusion of the meeting, the board determined funding allocations, where appropriate, and how much.

Thirteen applications from thirteen organizations were reviewed, totaling $176,304 in funding requests. Funding for the grant program is capped at $140,000. Traditionally, up to $130,000 can be awarded through the initial grant process, with the balance kept in reserve and awarded throughout the fiscal year, in lesser amounts, by the CVB director.

In their review, the board considered many factors, including an event’s tourism draw, potential room nights, growth potential, previous funding and reporting standards, overall appeal, and community development.

Applications are worth 100 points, with a 60-point benchmark being the lowest funding measurement threshold. Each board member scored the applications individually, and the high/low scores were removed. All were ranked by the average score received.

Scoring criteria included the ability to increase event attendance, to attract new visitors to Joplin (from 70 miles+ one-way) outside the market, to retain a visitor in the area (for at least 3 hours), to generate overnight stays, marketing efforts shown to be 40% or more on a digital platform, event scheduled during low-occupancy time of year, show projected growth based on previous year's post-event summary, plus the overall composition and impression of grant application. Following the scoring and ranking of all applications, the advisory board members discussed each application and made final funding decisions.

FUNDING SOURCE:

The CVB Grant funding comes from a dedicated portion of the CVB annual budget. It is 100% funded from the Lodging Tax. No portion of the General Fund or any other revenue stream is used.

RECOMMENDATIONS:

The Convention & Visitors Bureau Advisory Board respectfully submits the following grant funding recommendations from the FY2025 CVB Budget:

1. Visionary Balloonworx for Route 66 Hot Air Balloon and Kite Festival, in the amount of twenty-five thousand dollars ($25,000).
2. MO-KAN Dragway, for marketing the 2026 drag racing series, in the amount of nine thousand six hundred dollars ($9,600).
3. Ozark Christian College for marketing the 2026 conference series, in the amount of eighteen thousand, four hundred dollars ($18,400).
4. Branco Enterprises & Neosho Schools for the Neosho Holiday (Basketball) Classic, in the amount of eleven thousand two hundred dollars ($11,200).
5. Historic Murphysburg Preservation, Inc. for 2026 events, in the amount of three thousand two hundred dollars ($3,200).
6. Joplin Disc Golf Club for the 21st Annual Four States Open, in the amount of three thousand nine hundred dollars ($3,900).
7. JOMO Pride, Inc. for the 2026 JOMO PrideFest, in the amount of ten thousand three hundred dollars ($10,300).
8. Joplin Roadrunners for promoting the 2026 Race Series, in the amount of three thousand eight hundred dollars ($3,800).
9. Missouri Liars for the MO-Tell Storytellers event, in the amount of three thousand dollars ($3,000).
10. Silver Sage Renaissance Festival organization for the Silver Sage Renaissance Festival, in the amount of fifteen thousand dollars ($15,000).
11. Neosho Arts Council for ArtCon 2026, in the amount of three thousand dollars ($3,000).

12. Newton County Tourism Council for digital marketing and website maintenance, in the amount of three thousand dollars ($3,000).
13. Joplin Trails Coalition for the Maple Leaf Bike Tour, in the amount of nine hundred dollars ($900).

These recommendations represent $110,300 of the $140,000 budgeted for the FY2026 grant program. The balance of $30,000 will be allocated throughout the fiscal year, following the same grant usage guidelines.

The CVB Advisory Board and staff recommend passing this bill on the first reading.

ATTACHMENTS:

Council Bill No. 2025-616

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2020-539 – Approving Redevelopment Project 2B of the 32nd Street Place TIF Plan

MEETING DATE
December 28, 2020

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2020-539 Ordinance

REVIEWED BY
Department Head: Leslie Haase; Planning Director: Troy Bolander; City Attorney: Peter Edwards; City Manager: Nick Edwards

SUMMARY
This Council Bill approves Redevelopment Project 2B of the 32nd Street Place TIF Plan generally located to the north of Hammons Boulevard and the east of Rangeline Road and south of 32nd Street.

BACKGROUND
Woodsonia Joplin, LLC (the developer) submitted a proposed TIF (tax increment financing) Plan several months ago, called the 32nd Street Place TIF. A meeting of the TIF Commission was held on October 29, 2020 to consider the proposed TIF Plan. Staff presented an analysis of the proposed TIF, as well as Baker Tilly presented the "But-For" analysis on behalf of the City. Following the presentations, the TIF Commission approved the TIF Plan unanimously, with two members being absent.

The 32nd Street Place TIF is a "pay-as-you-go" TIF. This means the City will not issue any debt and the developer will pay for the development up front. Then, as the development within the TIF District generates revenue from the incremental increase in sales tax and property tax, the developer will be reimbursed from these proceeds generated by the development. The total project cost is nearly $188.9 million, with just over $30.1 million eligible for TIF and CID reimbursement.

This ordinance approves Project 2B of the 32nd Street Place TIF Plan and adopts tax increment financing for the specified area. If this ordinance is approved on first reading, it will need to be tabled until this area is activated. Activation of a project area must occur within 10 years of the passage of the ordinance approving the TIF Plan.

FUNDING SOURCE
Not applicable for this item.

RECOMMENDATION

Staff recommends approval of this council bill on first reading. Staff further recommends tabling the item after its passage.

COUNCIL BILL NO. 2020-539 ORDINANCE NO.

AN ORDINANCE approving Redevelopment Project 2B of the 32nd Street Place Tax Increment Financing Redevelopment Plan and adopting Tax Increment Financing therein.

WHEREAS, on December 28, 2020, the City of Joplin, Missouri (the "City") adopted the 32nd Street Place Tax Increment Financing Redevelopment Plan (the "Redevelopment Plan") including Redevelopment Project 2B included therein by Ordinance No. 2020-___, and designated the Redevelopment Area, described therein, as a blighted area, all pursuant to the provisions of the Real Property Tax Increment Allocation Act, Sections 99.800 to 99.865., RSMo (the "Act"); and

WHEREAS, the Redevelopment Plan contemplates implementation through multiple Redevelopment Projects designated as Redevelopment Projects 1A, 1B, 1C, 2A, 2B, 3, 4, and 5 in Redevelopment Project Areas 1A, 1B, 1C, 2A, 2B, 3, 4, and 5, and the adoption of tax increment financing in the area selected for each Redevelopment Project.

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

Section 1. That the area selected for Redevelopment Project 2B legally described in Exhibit A attached hereto is approved and designated as a Redevelopment Project (hereinafter referred to as "Redevelopment Project 2B"). Redevelopment Project 2B includes only those parcels of real property and improvements thereon which will be directly and substantially benefited by the Redevelopment Project improvements therein.

Section 2. That tax increment allocation financing is hereby adopted for taxable real property in the above-described area selected for Redevelopment Project 2B. Pursuant to the Act, after the total equalized assessed valuation of the taxable real property in Redevelopment Project 2B exceeds the certified total initial equalized assessed valuation of the taxable real property in Redevelopment Project 2B, the ad valorem taxes, and payments in lieu of taxes, if any, arising from the levies upon the taxable real property in Redevelopment Project 2B by taxing districts and tax rates determined in the manner provided in subsection 2 of Section 99.855 of the Act, as amended, each year after the effective date of the ordinance until redevelopment project costs have been paid shall be divided as follows:

a. That portion of taxes, penalties and interest levied upon each taxable lot, block, tract, or parcel of real property which is attributable to the initial equalized value of each such taxable lot, block, tract or parcel of property in the area selected for Redevelopment Project 2B shall be allocated to and, when collected, shall be paid by the Newton County Collector and the City Treasurer to the respective affected taxing districts in the manner required by law in the absence of the adoption of tax increment allocation financing.

b. Payments in lieu of taxes attributable to the increase in the current equalized assessed valuation of each taxable lot, block, tract or parcel of real property in

the area selected for Redevelopment Project 2B, and any applicable penalty and interest over and above the initial equalized assessed value of each such unit of property shall be allocated to and, when collected, shall be paid to the City Treasurer who shall deposit such payment in lieu of taxes into a special fund called the "Special Allocation Fund" of the City for the purpose of paying redevelopment project costs and any obligations incurred in the payment thereof; provided that payments in lieu of taxes shall be subject to the provisions of Section 99.845.1(3) of the Act, as amended, regarding the blind pension fund tax and the merchants' and manufacturers' inventory replacement tax and Section 99.845.15 of the Act regarding property tax levied under Section 205.971 RSMo.

Section 3. That in addition to the payments in lieu of taxes described in subsection b of Section 2 above, fifty percent (50%) of the total additional revenue from taxes, penalties and interest which are imposed by the City or taxing districts, and which are generated by economic activities within the area selected for Redevelopment Project 2B over the amount of such taxes generated by economic activities within such area in the calendar year prior to the adoption of this ordinance, while tax increment financing remains in effect, but excluding those taxes, licenses, fees, or special assessments identified in Section 99.845.3 of the Act, other than payments in lieu of taxes, and penalties and interest thereon shall be allocated to, and paid by the local political subdivision collecting officer to the City Treasurer or other designated financial officer of the City, who shall deposit such funds in a separate segregated account within the Special Allocation Fund.

Section 4. That this ordinance shall be in full force and effect from and after its passage and approval by the Mayor and City Council.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2020.

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

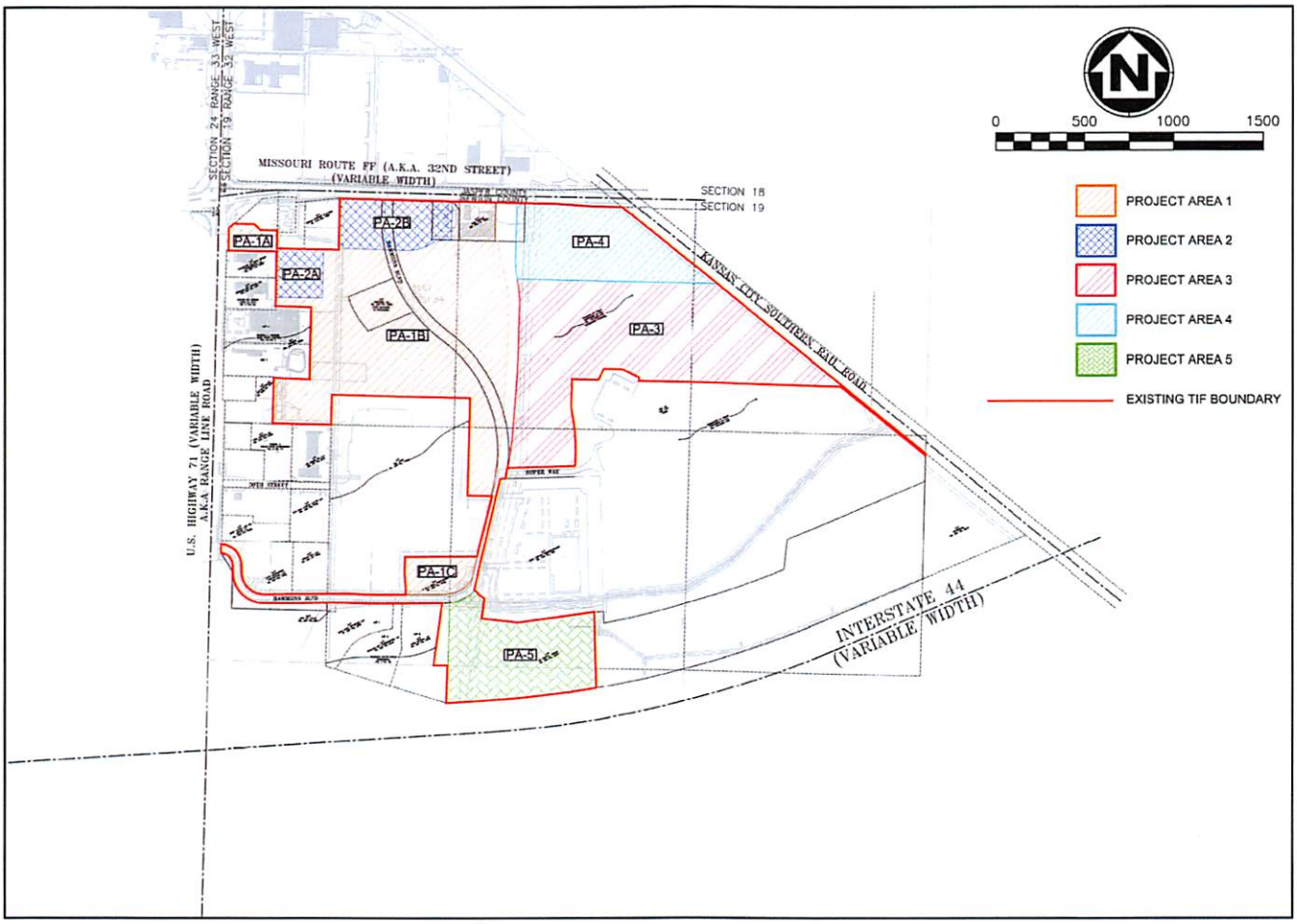
_____
Peter C. Edwards, City Attorney

Exhibit A

Legal Description of Redevelopment Project Area 2B

ALL THAT PART OF FRACTIONAL SECTION 19, TOWNSHIP 27 NORTH, RANGE 32 WEST, ALL IN THE CITY OF JOPLIN, NEWTON COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM THE NORTHWEST CORNER OF SAID SECTION 19 (BEARINGS WRITTEN HEREIN ARE BASED UPON THE MISSOURI STATE PLANE COORDINATE SYSTEM, WEST ZONE); THENCE SOUTH 88°29'34" EAST, ALONG THE NORTH LINE OF THE FRACTIONAL NORTHWEST QUARTER OF SAID SECTION 19, A DISTANCE OF 679.55 FEET; THENCE SOUTH 01°20'14" WEST, A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON THE SOUTH RIGHT OF WAY LINE OF MISSOUR ROUTE FF (32ND STREET), AS PREVIOUSLY ESTABLISHED; THENCE SOUTH 88°29'34" EAST, ALONG SAID SOUTH RIGHT OF WAY LINE, PARALLELL TO THE NORTH LINE OF SAID FRACTIONAL NORTHWEST QUARTER, A DISTANCE OF 628.90 FEET; THENCE SOUTH 01°34'47" WEST, A DISTANCE OF 217.96 FEET; THENCE NORTH 88°25'13" WEST, A DISTANCE OF 16.18 FEET TO THE BEGINNING OF A CURVE TO THE LEFT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE, HAVING A CHORD BEARING OF SOUTH 77°16'04" WEST, A RADIUS OF 178.05 FEET, FOR AN ARC DISTANCE OF 97.60 FEET; THENCE SOUTH 62°59'55" WEST, A DISTANCE OF 14.34 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE, HAVING A CHORD BEARING OF SOUTH 76°18'13" WEST, A RADIUS OF 241.50 FEET, FOR AN ARC DISTANCE OF 128.78 FEET; THENCE NORTH 88°25'13" WEST, A DISTANCE OF 382.79 FEET TO A POINT ON THE EAST LINE OF A TRACT OF LAND DESCRIBED IN BOOK 334 AT PAGE 1685; THENCE NORTH 01°20'14" EAST, ALONG THE EAST LINE OF SAID TRACT OF LAND, A DISTANCE OF 281.39 FEET TO THE POINT OF BEGINNING. CONTAINING 168,895.07 SQ. FEET (3.88 ACRES).



ANDERSON ENGINEERING
EMPLOYEE OWNED
ENGINEERS · SURVEYORS · LABORATORIES · DRILLING
A LICENSED MISSOURI ENGINEERING & SURVEYING CORPORATION, LC-42

NO.	REVISIONS DESCRIPTION	BY	DATE

DRAWING INFO.
DRAWN BY: KRB
CHECK BY: KRB
LICENSE NO.: LC-42
DATE: 2020-09-22
FIELD BOOK:
JOB NUMBER: 20JO10011

WOODSONIA REAL ESTATE INC.
PROJECT AREAS
CITY OF JOPLIN
NEWTON COUNTY, MISSOURI

SHEET NUMBER
OF

ITEM	DESCRIPTION	QUANTITY	DEPARTMENT
2003 Chevy 3500	Utility Bed 6.0 Quad-Cab	1	Cemetery
SRM-2620	Echo Weed-Eater	1	Cemetery
SRM-2620	Echo Weed-Eater	1	Cemetery
SRM-225	Echo Weed-Eater	1	Cemetery
SRM-225	Echo Weed-Eater	1	Cemetery
2011 Ford F250	2WD Cab and Chassis	1	Central Garage
1995 HY-FLOW Pressure Washer	Green, Hy Flow Cleaning System	1	Central Garage
Exhaust Fan	Porter Model 245	1	Central Garage
Tommy Lift	1300LB	1	Central Garage
Lincoln Floor Jack	10 Ton	1	Central Garage
Lincoln Floor Jack	4 Ton	1	Central Garage
Lincoln Floor Jacks	Dual Air Floor Jacks	1	Central Garage
Mics Wheels	8- 19.5, 8-16.6	16	Central Garage
Roll Around Frame Jack	7 Ton	1	Central Garage
Grandfather Clock Christmas Decoration		1	City Clerk
Fireplace Mantel Christmas Decoration		1	City Clerk
Half of Toy Soldiers Christmas Decorations		9	City Clerk
Mannequin Christmas Decorations		4	City Clerk
Bright green tree Christmas Decorations		1	City Clerk
Box of Assorted Plastic Candy Christmas Decoration		9	City Clerk
Swinging Santa Christmas Decoration		1	City Clerk
Tall Decorated Tree Christmas Decoration (Saran Wrapped)		1	City Clerk
Door Panel Christmas Decoration		1	City Clerk
Office Chairs	Large & Tall Chairs	3	Courts
Credenza	Brown 6 FT. Hon Credenza	1	Courts
File Cabinet	Putty 4 Drawer Horizontal	1	Courts
T.V.	32' LG Flat Panel & Remote	1	Courts
Feather Flag Mile Markers	Mile Marker Feather Flags for Marathon Distance (25 Flags, Pole Sets, Bases, & Storage Bags Each).	1 Set	CVB
Feather Flag Mile Markers	Mile Marker Feather Flags for Half-Marathon Distance (12 Flags, Pole Sets, Bases, & Storage Bags Each).	1 Set	CVB
Feather Flag Storage Bags	Feather Flag Storage Bags	25 Each	CVB
Maroon Leather Office Chair		8	Finance
Maroon Cloth Guest Chair		1	Finance
Black Office Chair with Heated Back	Battery Pack and Charger Included	1	Finance
Black Office Chair		3	Finance
Blue Office Guest Chairs w/Wheels		3	Finance
Various Color Leather Guest Chairs (metal legs)		9	Finance
Blue (Two) Connected Wooden Chairs		1	Finance
HP OfficeJet Pro 9020	Like New; Printer Tray Volume Sensor Issues	1	Finance
HP OfficeJet Pro 8210		1	Finance
Chevy Impala - 2009	2009 Impala 3.5 L, 4 Door Red	1	Fire
Trailer - 2014	40' Enclosed Goose Neck Trailer, 2014 year with 3 axles 24,000 lbs	1	Fire
Power Washer	Gas Power Washer, Dewalt Model -DP3750	1	Fire
Ford F-350 - 2009	2009 F-350 4x4 Single Cab, Long Bed 6.4 Diesel	1	Fire
GMC Yukon - 2004	2004 4x4 Yukon XL, 8.1L Gas	1	Fire
Gas Fan	Super Vac Gas Powered Fan, Model# 718G4H GX160 Motor	1	Fire
Headache Rack	RKI Brand Headache Rack for a Full Sized Pick Up Bed,Black In Color	1	Fire
Gas Generator	Troybuilt Gasoline Generator, 5,500 watts	1	Fire
Gas Generator	Troybuilt Gasoline Generator, 7,550 watts	2	Fire
Stanley Power	Stanley Hydraulic Power Unit, Model HP-1 Compact 18 HP V-Twin	2	Fire
Hydralic Saw	Stanley Hydraulic Concrete, Saw Model DS-11	3	Fire
Hose Hydraulic	Hydraulic Hose in a Basket, Twin Lead for Power Tools	2	Fire
Jack Hammer	Stanley Tool Hydraulic Jack, Hammer Model HD45	1	Fire
Pike Pole	3 Foot with D-Handle, Fiberglass Yellow	1	Fire
X-cut Torch	Xothermic Torch Kit, in a Plastic Tool Box	1	Fire
Tablet Mounts	Computer Vehicle, Mounts and Brackets	2	Fire
Air Bag Controls	High Pressure Air Bag, Controlers and Accessories	2	Fire
Oil Heater	Dayton Portable Oil Heater, 170,000 BTU	1	Fire
Oil Heater	Ready Heater Portable Oil, Heater 55,000 BTU	3	Fire
Nozzels	Akron Fire Nozzles 1.75 Hose Connection	39	Fire
Stacked Tips	Stacked Tips, for Akron Nozzles	3	Fire
Apollo Base	Apallo Base with 2 - 2 1/2'', Intake Connections	1	Fire
Nozzle	2 1/2 '' Play Pipe	1	Fire
Hose Parts	Hose Fittings and Couplings, in a Small Bucket	1	Fire
Akron Intake	Black Max Akron Intake, Valve for 6'' to 5 '' stortz	2	Fire
Foam Nozzle	Foam Eductor Nozzles, Akron 1.75 Hose Connection	2	Fire
Metal Cabinet	Metal 3 Drawer Cabinet, Custom Fabricated	1	Fire
5'' Hose	5'' Supply Line Hose with Storz Couplings	25	Fire
3'' Hose	3'' Fire Hose Joplin Threaded Couplings	30	Fire
2.5'' Hose	2.5'' Fire Hose with Joplin Threaded Couplings	150	Fire
1.75'' Hose	1.75'' Fire Hose with NST Couplings, White	250	Fire
Hose Adapters	Bouble Male Hose Adapters, Unknown Thread	6	Fire
Metal Box	Fabricated Box with Handles, Each End Measures 6''x12''x44''	2	Fire
Metal Box	Fabricated Box with Handles, Each End Measures 9''x12''x44''	4	Fire
Metal Box	Fabricated Box with Handles Each, End Measures 8''x12''x44	1	Fire
Knox Scan	Knox Scan Heat Sensor in Red Container	5	Fire
Axes	Pike Headed Axes, with Fiberglass Handles	4	Fire
Nozzles	Akron 2.5'', Joplin Thread	5	Fire
Utillity Lights	Halogen 500 Watt Utillity, Lights Yellow	2	Fire
Pry Bar	30'' Steel Pry Bar, Black	1	Fire
Nozzle Parts	Box of Bails and Handle, Grips	1	Fire
Binoculars	16x50 Power, Binoculars Bushnell	1	Fire
4 Gas Meter	PHD Lite Biosystems, with Carry Case and Accessories	1	Fire
4 Gas Meter	MSA Passport PID, with Carry Case and Accessories	1	Fire
4 Gas Meter	Scott Bacharach Bodyguard 4, with Carry Case and Accessories	1	Fire
4 Gas Meter	Industrial Scientific TMX412, with Carry Case and Accessories	1	Fire
Dosometers	Civil Defence Dosometers, in Dox with Calibration Meter	1	Fire
Back Pack	Back Pack with Straps and Shoulder Straps	2	Fire
Carry Cases	Plastic with Latches, and Carry Handle	2	Fire
Helmet Plastic	Plastic Safety Helmets, Green, in a Box	10	Fire
Decorations	Christmas Decorations	Misc #	Fire
Chairs	8 Folding Chairs	8	Fire
Partitions	8 Partitions / Dividers	8	Fire
Storm Sirens	Storm Sirens	2	Fire
F-350 1-Ton Flatbed	Black 1-Ton Flatbed	1	Fire
Jacobsen Slit Seeder - Infield Groomer	2009 Slit Seeder	1	Golf
TV	42" Sharp TV with Wall Mount Assembly	1	Health
Desk	Two Piece, Metal Corner Desk	1	Health
Projector Screen	8' Projector Screen	2	Health
Projector Screen	4.5' Projector Screen	1	Health
Projector	InFocus: IN2104EP	2	Health
ULV Mosquito Fogger	Guardian ULV Model 95S	1	Health
CPR Manikins	CPR Manikins with Storage Bag and Instruction Books	6	Health

Ellipitcal Exercise Machine	Ellipitcal Exercise Machine	1	Health
Pull up bar	Pull Up Bar	1	Health
50 lb Dumbell	50 lb Dumbell	2	Health
45 lb Dumbell	45 lb Dumbell	2	Health
40 lb Dumbell	40 lb Dumbell	2	Health
35 lb Dumbell	35 lb Dumbell	2	Health
Chevy Impala - 2013	2013 Chevy Impala	1	Health
Desktop / Dell	Optiplex 5040	1	IT
Desktop / Dell	Optiplex 7050	1	IT
Laptop / Panasonic	CF-31	1	IT
Desktop / Dell	Optiplex 7050	1	IT
Desktop / Dell	Optiplex 7050	1	IT
Desktop / Dell	Optiplex 5040	1	IT
Tablet / Microsoft	Surface	1	IT
Desktop / Dell	Optiplex 5040	1	IT
Desktop / Dell	Optiplex 3070	1	IT
Laptop / Dell	Latitude 3520	1	IT
Laptop / Dell	Latitude 5580	1	IT
Desktop / Dell	Optiplex 3040	1	IT
Desktop / Dell	Optiplex 3050	1	IT
Desktop / Dell	Optiplex 5040	1	IT
Laptop / Dell	Latitude 5580	1	IT
Desktop / Dell	Optiplex 3050	1	IT
Desktop / Dell	Optiplex 3050	1	IT
Desktop / Dell	Optiplex 3070	1	IT
Desktop / Dell	Optiplex 3050	1	IT
Desktop / Dell	Optiplex 5040	1	IT
Laptop / Panasonic	CF-31	1	IT
Desktop / Dell	Optiplex 3050	1	IT
Desktop / Dell	Optiplex 3050	1	IT
Desktop / Dell	Optiplex 3050	1	IT
Desktop / Dell	Optiplex 3050	1	IT
Desktop / Dell	Optiplex 3070	1	IT
Laptop / Dell	Latitude 3520	1	IT
Desktop / Dell	Optiplex 3050	1	IT
Desktop / Dell	Optiplex 3070	1	IT
Laptop / Dell	Latitude 3500	1	IT
Desktop / Dell	Optiplex 3070	1	IT
Desktop / Dell	Optiplex 3070	1	IT
Desktop / Dell	Optiplex 3070	1	IT
Desktop / Dell	Optiplex 3050	1	IT
Laptop / Dell	Latitude 3500	1	IT
Desktop / Dell	Optiplex 3070	1	IT
Desktop / Dell	Optiplex 3070	1	IT
Desktop / Dell	Optiplex 3070	1	IT
Desktop / Dell	Optiplex 3070	1	IT
Tablet / Getac	F110	1	IT
Dock / Havis	DS-GTC	1	IT
Desktop / Dell	Optiplex 3080	1	IT
Desktop / Dell	Optiplex 3050	1	IT
Desktop / Dell	Optiplex 3050	1	IT
Desktop / Dell	Optiplex 5070	1	IT
Desktop / Dell	Optiplex 3070	1	IT
Desktop / Dell	Optiplex 5040	1	IT
Laptop / Dell	Latitude 5580	1	IT
Laptop / Dell	Inspiron 15	1	IT
Desktop / Dell	Optiplex 3020	1	IT
Desktop / Dell	Optiplex 3050	1	IT
Desktop / Dell	Optiplex 3050	1	IT
Desktop / Dell	Optiplex 3050	1	IT
Laptop / Panasonic	CF-C2	1	IT
Laptop / Dell	Inspiron 5437	1	IT
Desktop / Dell	Optiplex 3050	1	IT
Desktop / Dell	Optiplex 3070	1	IT
Desktop / Dell	Optiplex 3020	1	IT
Desktop / Dell	Optiplex 3050	1	IT
Desktop / Dell	Precision 3420	1	IT
Desktop / Dell	Optiplex 3070	1	IT
Desktop / Dell	Optiplex 3070	1	IT
Desktop / Dell	Optiplex 7010	1	IT
Desktop / Dell	Optiplex 3050	1	IT
Desktop / Dell	Optiplex 5040	1	IT
7 Monitors - Varies	Varies	1	IT
Desktop / Dell	Prodesk 400	1	IT
Desktop / Dell	Precision 3620	1	IT
Desktop / Dell	Optiplex 5040	1	IT
Desktop / Dell		1	IT
Hard Drives - Misc	N/A	1	IT
Server - Cisco	BE6000M	1	IT
Server - Cisco	BE6000M+B184B182:B218B180:BB164:B218	1	IT
Server Stack - HP		1	IT
Video Recorder - Panasonic		1	IT
2016 Ford E 450 12 Passenger White Cutaway bus	6.8 Liter Gas with Wheelchair Lift	1	Transit
2017 Ford E 450 12 passenger White cutaway bus	6.8 Liter Gas with Wheelchair Lift * Broken Door Window	1	Transit
Typewriter	Brother Typewriter Zero Doesn't Work	1	Transit
Fax Machine	HP1240 Graphite Gray	1	Transit
Office Chair	Burgandy on Rollers Condition Fair/Poor	1	Transit
Office Chair	Mesh Chair on Rollers Conditon Poor	1	Transit
Check in Stand	White/Gray 36x36 Laminate	1	Transit
Photo Printer	HP PHOTOSMART 245 - No Cord	1	Transit
Plastic Organizer	15 inch Blackplastic Spinning Mutli Compartment	1	Transit
End Table	Oak Laminate End Table with Drawer	1	Transit
Computer Mouse Logic Tech	Logi Tech Computer Mouse in Box	1	Transit
Large Metal Book Ends	Black Metal Bookends	4	Transit
Small Metal Book Ends	Black Metal Bookends	1	Transit
Paper Holder/Organizer	Black Plastic	2	Transit
Antiglare Computer filter	3m Computer Screen Filter 17-18 Inch Screens 2 in Box	3	Transit
Organizer	White Metal Organizer , Multi Slot	1	Transit
Door File Holder	Black Plastic Door File Holder	4	Transit
Vertical Desk File Holder	Black Plastic 3 and 1 Blue Plastic	4	Transit
Metal Filing Cabinet	4 Drawer Metal Cabinet No Lock 1970-1980 Era	3	Transit
Charger Base	Motorolla Charger Hand Held Radio	1	Transit
18x24 Message Board	While You Were Out/In White Board by Quartet	1	Transit

Metal Route 66 Sign	Faux Vintage Look Metal Sign 19 Inches	1	Transit
Cordless Headset w/Stand	Att Dect 6.0 Headset	1	Transit
Plastic Coin Holders	Gray Plastic Coin Holder 5 Inch Tall 5, 10, 25, 1.00	1	Transit
Wooden Interior Door	Hollow Core Vintage brown	2	Transit
Apollo Road Runner Video Equipment	Box of Random Video Equipment Replacememt Part	1	Transit
1995 Case Wheel Loader	Articulated Wheel Loader	1	Parks
2003 International Dump Truck	6 Ton Single Axle Dump Truck	1	Parks
Digital Intelligence FRED DX	Forensic Workstation (Desktop Computer)	1	JPD
Digital Intelligence FRED DX	Forensic Workstation (Desktop Computer)	1	JPD
Digital Intelligence FRED DX	Forensic Workstation (Desktop Computer)	1	JPD
Digital Intelligence FRED DX	Forensic Workstation (Desktop Computer)	1	JPD
Digital Intelligence FRED DX	Forensic Workstation (Desktop Computer)	1	JPD
Digital Intelligence FRED DX	Forensic Workstation (Desktop Computer)	1	JPD
Kanguru CD/DVD Duplicator	6 Bay CD/DVD Duplicator	1	JPD
HP Elitebook 8730W	Laptop Computer	1	JPD
Dell Latitude D510	Laptop Computer	1	JPD
Dell Inspiron P35E	Laptop Computer	1	JPD
Dell Vostro 3550	Laptop Computer	1	JPD
Dell Inspiron N5010	Laptop Computer	1	JPD
HP Z400 Workstation	Desktop Computer	1	JPD
HP 8200 Elite	Mini Tower Desktop Computer	1	JPD
Acer Aspire E5-575	Laptop Computer	1	JPD
Quantum 7226 1U3	Rack Mount Tape Back	1	JPD
Netgear ReadyNAS 3200	12 Bay Network Attached Storage (Diskless)	1	JPD
Netgear ReadyNAS 3200	12 Bay Network Attached Storage (Diskless)	1	JPD
Gateway NV53A882U	Laptop Computer	1	JPD
Lenovo IdeaPad Z710	Laptop Computer	1	JPD
Lenovo Y50-70	Laptop Computer	1	JPD
HP 15-DB0091WM	Laptop Computer	1	JPD
HP Elitebook 8530P	Laptop Computer	1	JPD
Dell Latitude E6420	Laptop Computer	1	JPD
Dell Latitude E6420	Laptop Computer	1	JPD
Dell Latitude E6420	Laptop Computer	1	JPD
H&P Laser Set P2105dn	Printer	1	JPD
Garrett AT Pro	Metal Detector	1	JPD
Flood Light	Dual Head/Yellow	1	JPD
Flood Lights	Dual Head/Orange w/stands	3	JPD
Box of US and Foreign Coins		2	JPD
Box of Misc Costume Jewelry/Coins		1	JPD
Jack		1	JPD
Rigid Air Compressor		1	JPD
Bolt Cutters		1	JPD
Echo CS400 Chainsaw		2	JPD
Echo CS590 Chainsaw		1	JPD
Plastic Box of Misc tools		1	JPD
Red Bolt Cutters		1	JPD
Greenlee Fish Tape Blower		1	JPD
Misc Hand Tools		1	JPD
18V Impact Drill		1	JPD
Hart Brand Tool Box/Misc Tools		1	JPD
Drill		1	JPD
Air Pump		1	JPD
Dewalt Construction Radio		1	JPD
Bag with metal detector,		1	JPD
Large Tote of Pokemon cards		1	JPD
Beard Trimmer (New in Package)		1	JPD
Bag of Frisbees		1	JPD
Collector Match Books/Candles		1	JPD
Box of Misc Older Tools		1	JPD
Boxing Gloves (set)		1	JPD
Coleman Camp Oven		1	JPD
Catalytic Convertors		90+	JPD
Misc Car Parts (Mufflers)		2	JPD
Bicycle		4	JPD
Weedeater		1	JPD
Pole Saw		1	JPD
2018 Dodge Charger	4-Door Sedan (Totaled)	1	JPD
2014 Ford Taurus	4-Door Sedan (Totaled)	1	JPD
2014 Ford Explorer	4-Door Sedan (Totaled)	1	JPD
2018 Dodge Charger	4-Door Sedan (Totaled)	1	JPD
2004 Chev Mini-Van	Mini-Van	1	JPD
2001 Chevy Silverado	1/2 Ton Truck	1	Plan & Com Dev.
2006 Chevy Silverado	1/2 Ton Truck	1	Plan & Com Dev.
2001 Ford Crown Victoria	4 Door Sedan	1	Plan & Com Dev.
2009 Chevy Colorado	Small Truck	1	Plan & Com Dev.
2010 Ford Ranger	Ford Ranger	1	Sewer Maint
Hydraulic Breaker Okada - 1997	Backhoe Jackhammer	1	Streets
Fiatallis - Grader - 1998	Road Grader	1	Streets
Freightliner Heavy Duty Truck - 1991	Low Boy Truck	1	Streets
CMI/Load King 35 Ton Lowboy - 1991	Low Boy Trailer	1	Streets
Caterpillar Roller - 2013	Steel Drum Roller - Blown Motor	1	Streets
Ingersoll Rand Jackhammer	MX 90 Jackhammer	2	Streets
Ingersoll Rand Jackhammer	MX60 Jackhammer	1	Streets
Troybilt Generator	5500 Watt	1	Streets
Misc Weedeater Units / Parts	Echo	Misc / Multi	Streets
Stainless Steel Roof Topper	City Hall	1	Streets
Flag Pole	Flag Pole	1	Streets
Light Pole	Galvanized Light Pole	1	Streets
Light Pole Base	Marble / Granite	2	Streets
Heavy Duty Tire Rack	2 Tier Tire Rack	1	Streets
Heavy Duty Rack	Metal	1	Streets
Assortment Heavy Duty Tires	Truck / Equipment Tires	Multi	Streets
Tire Rims	Truck / Equipment Tires	Multi	Streets
John Deer Tractor with Side Arm Mower	2010 Tractor(Tractor does not run) with a 2013 Tiger Mower	1	Streets
4 Drawer File Cabinet	Tan - Hon	4	PW -Engineering
Electric 3-Hole Punch	Swingline	1	PW -Engineering
Industrial Back Support	XL - Black	1	PW -Engineering
Rolodex	Black - Desktop	1	PW -Engineering
Micro Cassette Tape Recorder	Radio Shack	2	PW -Engineering
Micro Cassette Tape Recorder	Optimus	1	PW -Engineering
Micro Cassette Tape Recorder	Disctaphone	1	PW -Engineering
Digital Camera	Canon	1	PW -Engineering
USB 2.0 Multi-card Reader	Lexar Media	1	PW -Engineering

Earphones	Sony	1	PW -Engineering
4 Drawer Desk Storage Container	Atlanta	1	PW -Engineering
Under Desk Foot Rest	Rubbermaid	1	PW -Engineering
Book Cart	Back metal	1	PW -Engineering
12" Two-Way Stage Monitor Speaker	JRX 100	2	PW -Engineering
Dry Erase Board	36 x 48	1	PW -Engineering
Laptop Computer Mount for vehicle	Black metal	1	PW -Engineering
3 Piece Corner Desk	Gray w/brown top	1	PW -Engineering
Metal Office Desk	Tan w/ brown top	2	PW -Engineering
Office Chair	Burgundy Fabric	1	PW -Engineering
Office Chair	Blue Fabric	2	PW -Engineering
Flag Pole	6' Wood	1	PW -Engineering
Ford Pickup	2002 Ford F350 Super Duty P/U	1	Rec/Solid Waste
2002 Ford F350 XL Super Duty	Regular Cab, Utility Bed	1	PW - Sign Shop
Route 66 Wayfinding Signs	24" x 30" Blue, Black and White	12	PW - Sign Shop
In-Table with Drawers	Wooden, 3-drawers with Dividers	1	Traffic-Signal
Mobile Workbench	Homemade Workbench with Wheels	1	Traffic-Signal
Metal Storage Basket	Miscellaneous Wire Baskets	10	Traffic-Signal
Spool of Wire	14 AWG Green Wire	2	Traffic-Signal
Spool of Wire	14 AWG Black Wire	2	Traffic-Signal
Signal Head	Old 3-Section Signal Heads	3	Traffic-Signal
Knee Pads	Hardshell Knee Pads with Foam Padding	2 (Sets)	Traffic-Signal
Corner Desk	Metal. Black/Brown. All Drawers Included	1	Traffic-Signal
Corner Desk	Metal. Beige/Brown. All Drawers included	1	Traffic-Signal
2003 Chevy 1 Ton	Blue 1 Ton Dump truck	1	Wasterwater
2002 International Semi	Series 7500	1	Wasterwater
2004 International Semi	Series 7500	1	Wasterwater
2002 InternationalSemi	Series 7500	1	Wasterwater
2000 Arco Tank Trailer	6000 Gallon Tanker	1	Wasterwater
2000 Arco Tank Trailer	6000 Gallon Tanker	1	Wasterwater
2004 LongHorn Tank Trailer	6000 Gallon Tanker	1	Wasterwater
2004 LongHorn Tank Trailer	6000 Gallon Tanker	1	Wasterwater
Handheld DO Meter	Portable DO Meter	3	Wasterwater
Desk Chair	Yellow Desk Chair	1	Wasterwater
Isco Sampler	Sequential Sampler	1	Wasterwater
Sample Drying Over	ThermoScientific Oven	1	Wasterwater
Conductive Tester	Hach Brand Handheld	1	Wasterwater
Lab Glassware /Plastic	Flaks, Cylinders ect.	3 boxes	Wasterwater
Aluminum Weighing Circles	4 Inch Flat	1 Box	Wasterwater
Air Plasma Cutter	Thermil Dynamics	1	Wasterwater
Air Compressor	Gas Powered	1	Wasterwater
Wal Kenshaw Generator	Methane 150 Kw Generator	1	Wasterwater
Echo Weedeater		1	Wasterwater
Small Black Trailer	Two Axle 5 x 10 with Ramp	1	Wasterwater
Push Mowers		2	Wasterwater
Push String Trimmer		1	Wasterwater
Smal Generator (Portable)	5000 Watt Generator	1	Wasterwater
Diesel Trash Pumps Thompson	2005 Trailer Mounted	1	Wasterwater
Diesel Trash Pumps Thompson	2005 Trailer Mounted	1	Wasterwater
10 ft Field Roller		1	Wasterwater
Rotory Cutter	Brush Hog 7 ft.	1	Wasterwater